

**From:** daniel.devine@siemens.com  
**Sent:** Friday, July 29, 2011 2:09 PM  
**To:** Duffy, Daniel  
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Dan  
Last Name: Devine  
Company: Siemens  
Mailing Address 1: 2700 Esters Blvd  
Mailing Address 2: P.O. Box 613209  
City: DFW Airport  
State: TX  
Zip Code: 75261  
Email Address: [daniel.devine@siemens.com](mailto:daniel.devine@siemens.com)  
Phone: 972-947-7067  
Required copies of the records: Yes

List of specific record(s):

I am seeking copies of all bids received by the PANYNJ in their entirety for bid number 23230 with a bid due date of January 27, 2011.

Daniel D. Duffy  
*FOI Administrator*

June 7, 2012

Mr. Dan Devine  
Siemens  
2700 Esters Blvd., P.O. Box 613209  
DFW Airport, TX 75261

Re: Freedom of Information Reference No. 12495

Dear Mr. Devine:

This is a response to your July 29, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of bids received for Bid No. 23230.

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/12495-C.pdf>. Paper copies of the available records are available upon request.

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

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

Very truly yours, 



Daniel D. Duffy  
FOI Administrator

Attachment

**THE PORT AUTHORITY OF NY & NJ  
PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE, 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**TITLE: OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT  
CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK  
LIBERTY INTERNATIONAL AIRPORT TERMINALS**

**BID NO.: 23230**

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

|                      |                         |                       |
|----------------------|-------------------------|-----------------------|
| <b>SITE VISIT:</b>   | <b>JANUARY 19, 2011</b> | <b>TIME: 10:00 AM</b> |
| <b>QUESTIONS BY:</b> | <b>JANUARY 21, 2011</b> | <b>TIME: 11:00 AM</b> |
| <b>BID DUE DATE:</b> | <b>JANUARY 27, 2011</b> | <b>TIME: 11:00 AM</b> |

**BUYER NAME: RICHARD A. GREHL**      **PHONE NO.: (212) 435-3941**  
**EMAIL: rgrehl@panynj.gov**

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

Triangle Services  
(NAME OF BIDDING ENTITY)

10 Fifth Street, Second Floor  
(ADDRESS)

Valley Stream, NY 11581  
(CITY, STATE AND ZIP CODE)

Steve Wigdor      COO      516-561-1700  
(REPRESENTATIVE TO CONTACT-NAME & TITLE)      (TELEPHONE)

516-872-1599  
(FEDERAL TAX I.D. NO.)      (FAX NO.)

BUSINESS CORPORATION       PARTNERSHIP       INDIVIDUAL

OTHER (SPECIFY): \_\_\_\_\_

## INVITATION FOR BID

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

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## **PART I - STANDARD INFORMATION FOR BIDDERS**

### **1. Form and Submission of Bid**

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope with the Bidder's name and address conspicuously marked. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

### **2. Firm Offer**

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

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

### **3. Acceptance or Rejection of Bids**

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

### **4. Bidder's Questions**

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or

additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

**5. Additional Information To and From Bidders**

- a. Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

**6. Union Jurisdiction**

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

**7. Assessment of Bid Requirements**

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

**8. Bidder's Prerequisites**

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

**9. Qualification Information**

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

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
  1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.
  3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
  - c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
  - d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

#### **10. Facility Inspection**

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

#### **11. Available Documents - General**

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

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

#### **12. Pre-award Meeting**

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

### **13. Price Preference**

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

### **14. Good Faith Participation**

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 (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

### **15. Certification of Recycled Materials**

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

#### **Recycling Definitions:**

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

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

#### **16. City Payroll Tax**

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

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

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

#### **17. Additional Bidder Information**

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

**ATTACHMENT I A - Certified Environmentally Preferable Products/Practices**

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**1. Packaging**

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

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

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

**2. Business Practices / Operations / Manufacturing**

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

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

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

**3. Training and Education**

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

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

**4. Certifications**

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

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

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

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

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

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## PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

**1. Service(s) Required**

Operate and Maintain eighteen (18) Baggage Belt Conveyor Systems and Associated Carousels at Newark Liberty International Airport Terminals

**2. Location(s) Services Required**

Terminal B International and Portions of Terminal A, as more fully described in the definition of "Facility" in the Specifications.

**3. Expected Date of Commencement of Contract**

On or about May 1, 2011

**4. Contract Type**

Service Contract

**5. Duration of Contract**

3-years

**6. Price Adjustment during Base Term (Index Based)**

Not Applicable

**7. Option Period(s)**

There shall be one (1), 3 year Option Period

**8. Price Adjustment during Option Period(s) (Index Based)**

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

**9. Extension Period**

120-Day Applicable

**10. Facility Inspection**

**Date and Time:** January 19, 2011 at 10:00 AM; location Building 80.

The Port Authority will conduct an on-site facility inspection for all parties interested in submitting bids on this contract. All Bidders are strongly encouraged to attend this Facility Inspection. All attendees are required to present two valid picture I.D.s to attend the facility inspection. No individual will be admitted to the Facility without presenting two valid picture I.D.s to the security officers.

To confirm attendance and/or receive travel directions please contact Mr. Genaro Pipitone 973-961-6075 Monday - Friday between the hours of 7:00 a.m. and 3:30 p.m. at least five (5) days before the site visit so that clearance can be obtained to enter secured areas.

#### **11. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of Baggage Handling Systems, carousels, web-based computerized maintenance management system and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of six (6) million USD annual gross income from the type of service required under this Contract.

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

#### **12. Bidder's Additional Submittal Requirements**

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

- a. A statement that an employee who performed a similar role at the Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;
- b. Supporting documentation that it provides or is capable of providing Health Benefits for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees", with

such Health Benefits to be provided within thirty (30) days of award of this Contract; and

- c. The "Calculation of Hourly Rate" forms included in Part IV, detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

### **13. Available Documents**

The following documents will be made available for reference and examination: There will be partial drawings available for review. No documents or drawings will be allowed to be taken off premises.

Copy of current contract 4600003890.

### **14. Attached Documents**

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached. See Attachment A (Current Wages)

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.

There is no guarantee that these wages will be the same at the commencement of the new Contract.

If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under contract 4600003890 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached active employee list.

**ATTACHMENT A**

Current Wages Contract # 4600003890

| First name | Job                       | Hrly/BllWkly Rate | Annual salary |
|------------|---------------------------|-------------------|---------------|
| 1          | OXF BELT MAINTAINER       | \$18.50           | \$38,480.00   |
| 2          | OXF BELT MAINTAINER       | \$14.00           | \$29,120.00   |
| 3          | OXF BELT MAINTAINER       | \$14.00           | \$29,120.00   |
| 4          | OXF BELT MAINTAINER       | \$16.00           | \$33,280.00   |
| 5          | OXF BELT MAINTAINER       | \$15.50           | \$32,240.00   |
| 6          | OXF BELT MAINTAINER       | \$15.00           | \$31,200.00   |
| 7          | OXF BELT MAINTAINER       | \$13.50           | \$28,080.00   |
| 8          | OXF BELT MAINTAINER       | \$13.00           | \$27,040.00   |
| 9          | OXF BELT MAINTAINER       | \$13.50           | \$28,080.00   |
| 10         | OXF BELT MAINTAINER       | \$14.00           | \$29,120.00   |
| 11         | OXF BELT MAINTAINER       | \$15.00           | \$31,200.00   |
| 12         | OXF BELT MAINTAINER       | \$14.00           | \$29,120.00   |
| 13         | OXF BELT MAINTAINER       | \$14.00           | \$29,120.00   |
| 14         | OXF BELT MAINTAINER       | \$12.50           | \$26,000.00   |
| 15         | OXF BELT MAINTAINER       | \$12.50           | \$26,000.00   |
| 16         | OXF BELT MAINTAINER       | \$12.50           | \$26,000.00   |
| 17         | OXF BELT MAINTAINER       | \$12.50           | \$26,000.00   |
| 18         | OXF BELT MAINTAINER       | \$12.50           | \$26,000.00   |
| 19         | OXF BELT MAINTAINER       | \$11.50           | \$23,920.00   |
| 20         | OXF BELT MAINTAINER       | \$11.50           | \$23,920.00   |
| 21         | OXF BELT MAINTAINER       | \$11.50           | \$23,920.00   |
| 22         | OXF BELT MAINTAINER       | \$11.50           | \$23,920.00   |
| 23         | OXF BELT MAINTAINER       | \$11.50           | \$23,920.00   |
| 24         | OXF BELT MAINTAINER       | \$11.50           | \$23,920.00   |
| 25         | OXF BELT MECHANIC         | \$19.00           | \$39,520.00   |
| 26         | OXF BELT MECHANIC         | \$20.00           | \$41,600.00   |
| 27         | OXF BELT MECHANIC         | \$22.00           | \$45,760.00   |
| 28         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 29         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 30         | OXF BELT MECHANIC         | \$20.00           | \$41,600.00   |
| 31         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 32         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 33         | OXF BELT MECHANIC         | \$20.50           | \$42,840.00   |
| 34         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 35         | OXF BELT MECHANIC         | \$18.50           | \$38,480.00   |
| 36         | OXF BELT MECHANIC         | \$18.50           | \$38,480.00   |
| 37         | OXF BELT MECHANIC         | \$18.50           | \$38,480.00   |
| 38         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 39         | OXF BELT MECHANIC         | \$21.00           | \$43,880.00   |
| 40         | OXF BELT MECHANIC         | \$19.00           | \$39,520.00   |
| 41         | OXF BELT MECHANIC         | \$18.50           | \$38,480.00   |
| 42         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 43         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 44         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 45         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 46         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 47         | OXF BELT MECHANIC         | \$18.00           | \$37,440.00   |
| 48         | OXF BELT MECHANIC         | \$18.50           | \$38,480.00   |
| 49         | OXF BELT MECHANIC         | \$18.50           | \$38,480.00   |
| 50         | OXF BELT MECHANIC         | \$21.00           | \$43,880.00   |
| 51         | OXF BELT MECHANIC         | \$17.00           | \$35,360.00   |
| 52         | OXF BELT MECHANIC         | \$17.00           | \$35,360.00   |
| 53         | OXF BELT MECHANIC         | \$17.00           | \$35,360.00   |
| 54         | OXF BELT SUPERVISOR       | \$28.50           | \$55,120.00   |
| 55         | OXF BELT SUPERVISOR       | \$28.50           | \$55,120.00   |
| 56         | OXF BELT SUPERVISOR       | \$28.50           | \$55,120.00   |
| 57         | OXF BELT SUPERVISOR       | \$28.50           | \$55,120.00   |
| 58         | OXF MANAGER               | \$31.01           | \$64,500.00   |
| 59         | OXF MECHANIC/ELECTRIC PLC | \$28.50           | \$55,120.00   |
| 60         | OXF MECHANIC/ELECTRIC PLC | \$28.50           | \$55,120.00   |
| 61         | OXF MECHANIC/ELECTRIC PLC | \$29.50           | \$53,040.00   |
| 62         | OXF GENERAL MANAGER       | \$35.34           | \$73,500.00   |

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,  
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## PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

### 1. General Agreement

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

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

### 2. Duration

- a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

### **3. Payment**

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within forty-five (45) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the

difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

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

All Contract prices submitted by the Contractor and agreed to by Port Authority shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Part III page 2" in paragraph 2 part c, hereof) 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"). In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period.

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve-month anniversary of the Commencement Date of this Contract.

The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

Effective on the first day of each Option Period exercised (excluding the 120 day Extension Period) hereunder, the amounts payable shall be adjusted as follows:

For the first year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2012 and November 2013. 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 November 2013 and the denominator of which is the Price Index for November 2012. The resulting product shall be the amounts payable to the Contractor in the first year of the three (3) year Option Period.

For the second year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2013 and November 2014. The amounts payable to the Contractor in the first year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2014 and the denominator of which is the Price Index for November 2013. The resulting product shall be the amounts payable to the Contractor in the second year of the three (3) year Option Period.

For the third year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2014 and November 2015. The amounts payable to the Contractor in the second year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2015 and the denominator of which is the Price Index for November 2014. The resulting product shall be the amounts payable to the Contractor in the third year of the three (3) year Option Period.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

In the event the amounts payable to the Contractor as set forth on the Pricing Sheet(s) shall be adjusted hereunder, then, simultaneously with such adjustment, the Average Hourly/Annual Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly/Annual Rate Form" and accepted by Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in the Form of Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period.

In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a Contractor from raising wages or increasing benefits at its own discretion.

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.

The amounts payable to the Contractor for service costs for the 120-day Extension Period shall not be subject to adjustment. Labor and service costs for the 120-day Extension Period shall be the same as in effect during the contract year prior to the start of the 120-day Extension Period.

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

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

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

I. If the Contractor fails to have the required number of employees on duty for Classified Work specified in this Agreement or for the full time required for any such Classified Work or if said employees fail to fully perform all services pertaining to any such Classified Work, as same are set for in this Agreement, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Classified Work.

II. If the Contractor fails to assign a Systems Engineer and/or the Systems Engineer fails to perform the function of the Systems Engineer at the In-Line CTX Control Room, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the charge per hour applicable to said deficient performance as set forth on the Contractor's Bid Sheets (as said charge may be adjusted, pursuant to the provisions of this

Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Work.

III. If the Systems Engineer is to be found deficient or lacking the necessary experience to carry out his/her duties then the monthly amount payable hereunder shall be reduced by an amount equal to five thousand dollars (\$5,000.00) per month until a suitable Systems Engineer is hired by the Contractor.

IV. If the Contractor fails to assign the Manager as required in this Agreement or if said Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the Manager was not assigned to or fully performing the required Work.

V. If the Contractor fails to assign the Supervisor as required in this Agreement or if said supervisor is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required Supervisor was not assigned to or fully performing the required Work.

VI. If the Contractor fails to assign the General Site Manager as required in this Agreement or if said General Site Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required General Site Manager was not assigned to or fully performing the required Work.

VII. In the event that the required vehicle(s) is/are out of service, the Contractor must obtain a replacement vehicle to perform the required tasks. If the Contractor fails to provide a replacement vehicle within sixteen (16) hours, then the monthly compensation due the Contractor will be reduced by three-hundred dollars (\$300.00) for each day the required vehicle is not available for use.

VIII. In the event the Contractor deviates without permission from the Port Authority Manager any scheduled preventive maintenance (PM) or approved Non-Routine work, eight (8) hours of a Mechanic's hourly billable rate multiplied by two hundred percent (200%) will be deducted from the invoice.

IX. In the event the Contractor does not provide a minimum of two (2) weeks projected look ahead for all scheduled PM's based on the manufacturer of the Baggage Handling System (BHS) recommended Routines, as well as all approved Non-Routines, the monthly invoice will be reduced by one-hundred dollars (\$100.00) per day the schedule is unavailable to the Port Authority Manager for approval.

X. In the event the Contractor does not have an approved working Computer Maintenance Management System (CMMS) implemented within 30 days of the award of the Contract that is web-based in accordance with the Specifications in Part V of this Contract or does not provide for technical support of the six (6) approved users as authorized by the General Manager, the monthly invoice will be reduced by five hundred dollars (\$500.00) per day the system is either not available to the Port Authority Staff or is not updated within 24 hours with current information and work orders.

XI. Completion of any PM, Non-Routine or any other work performed under this Contract by the Contractor must be performed to the satisfaction of the Port Authority Manager. If work is not completed to the satisfaction of the Manager then the work will be completed/reworked to the satisfaction of the Manager without charge to the Port Authority. No extra labor will be charged and the Contractor shall expect no deviation from any scheduled maintenance or Non-Routine. If any Routine or Non-Routine is deviated to complete the unsatisfactory work it must be approved by the Manager and if not approved the invoice will be reduced by the amount described in paragraph VIII.

XII. If the Contractor fails to respond to an emergency as declared by the General Manager within the time frames outlined for the Contractor in Part V entitled "Emergency Response", the monthly invoice will be reduced by one hundred dollars (\$100.00) per hour over the acceptable response time until Contractor has mobilized to address the emergency.

XIII. If the Contractor fails to provide any records, payroll, invoices, written documents on accidents and the like within a reasonable time period (3-days) the Contractor's current invoice will be reduced by \$75.00 per day (not to exceed \$1,500.00 per month) until the satisfactory paper work has been submitted.

XIV. If the Contractor fails to provide the required number of radios to its staff on the first day of the Contract, the monthly invoice will be reduced by \$200.00 per radio per day for each radio not provided as required by Contract to a maximum of \$1000.00 per radio per month until the necessary radios are provided. This includes any radios missing or out of service or not on the person/persons working on this contract who are required to have said radio communication if found by the Port Authority Manager.

XV. If the Contractor's employee is found to be out of uniform or the uniform is found to be tattered in any way, the Manager may reduce the invoice by \$50.00 per hour until the employee has remedied the situation.

- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

## 6. Insurance

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 a contractual liability endorsement 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 - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 25 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ 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 cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warranty/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 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 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), 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 Contract 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#3602N]

## **7. Increase and Decrease in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas, which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than 24 hours, said changes to be effective upon the date specified in said notice.

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

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

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

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

## **8. Extra Work**

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

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

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

subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

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

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

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within 48 hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 6 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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| 1. SIGNATURE SHEET .....                        | 2 |
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| 3. PRICING SHEET(S) .....                       | 4 |
| Entry of Prices.....                            | 4 |
| 4. CALCULATION OF HOURLY RATE FORM.....         | 5 |

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

**1. SIGNATURE SHEET**

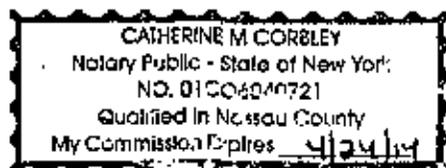
OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements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

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

Bidding Entity Triangle Services  
Bidder's Address 10 Fifth Street, Second Floor  
City, State, Zip Valley Stream, NY 11581  
Telephone No. 516-561-1700 FAX 516-872-1599  
Email SWIGDOR@TRIANGLESERVICES.COM

SIGNATURE Steven Wigh Date 1-28-11  
Print Name and Title STEVEN WIGDOR CHIEF OPERATING OFFICER

**ACKNOWLEDGEMENT:**  
STATE OF: New York  
COUNTY OF: Nassau



On this 27 day of January, 20 11, personally came before me, Steve Wigh, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Catherine M. Corbley  
Notary Public

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

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

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

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**2. NAME AND RESIDENCE OF PRINCIPALS SHEET**

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

NAME

TITLE

ADDRESS OF RESIDENCE

(Do not give business address)

Ralph Fine

Chairman

Lonnie Fine

Chief Executive Officer

Perry Fine

President

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### **3. PRICING SHEET(S)**

#### **Entry of Prices**

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each subsequent year.

#### **4. CALCULATION OF HOURLY RATE FORM**

#### **INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM**

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

PROPOSER NAME: Triangle Services PROPOSAL NUMBER 23230

YEAR 1

Baggage Belt

General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY  
NUMBER OF EMPLOYERS

\$ 36,01

ITEM #2

AVERAGE HEALTH BENEFITS  
HEALTH

\$ 2.50

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

\$ 1.34

SPECIFY JURY / SERVAE

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ 39.90 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.86

N.Y.S.U.I./N.J.S.U.I.

\$ 1.84

F.U.I.

\$ 1.30

WORKERS' COMPENSATION

\$ 4.32

GENERAL LIABILITY INSURANCE

\$ 1.82

DISABILITY INSURANCE

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

OTHER TAXES AND INSURANCE

\$ 1.32

SPECIFY ALLOWANCE

ITEM #5

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

\$ 1.30

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE

\$ 1.72

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$ 4.82

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

\$ 55.69

PART IV - 6

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

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: Triangle Services PROPOSAL NUMBER 23230

YEAR 1  
Beases Belts  
Manager

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
AVERAGE ANNUAL SALARY \$ 37,000  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS HEALTH \$ 2,50

| ITEM #3<br>AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | NUMBER OF DAYS PROVIDED            |
|--|------------------------------------|
| HOLIDAY ALLOWANCE  | \$ _____                           |
| VACATION ALLOWANCE   | \$ _____                           |
| SICK TIME ALLOWANCE  | \$ _____                           |
| PENSION  | \$ _____                           |
| WELFARE  | \$ _____                           |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>tuely/leave</u>               | \$ <u>1.22</u>                     |
| <b>SUB TOTAL (ITEMS # 1, 2 &amp; 3)</b>                              | \$ <u>35.32</u> sub total 1, 2 & 3 |

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|   |                |
|---|----------------|
| F.I.C.A.  | \$ <u>2.51</u> |
| N.Y.S.U.I./N.J.S.U.I.                           | \$ <u>1.71</u> |
| F.U.I.  | \$ <u>2.00</u> |
| WORKERS' COMPENSATION                           | \$ <u>3.61</u> |
| GENERAL LIABILITY INSURANCE                     | \$ <u>.85</u>  |
| DISABILITY INSURANCE                            | \$ _____       |
| OTHER TAXES AND INSURANCE SPECIFY <u>NEWARK</u> | \$ <u>.33</u>  |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |               |
|--|---------------|
| VEHICLE/MTCE/FUEL                                  | \$ _____      |
| UNIFORMS   | \$ <u>.26</u> |
| EQUIPMENT  | \$ _____      |
| MATERIALS  | \$ _____      |
| SUPPLIES   | \$ _____      |
| RELIEF   | \$ _____      |
| ROLL CALL  | \$ _____      |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ <u>.72</u> |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 3.74

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 49.31

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PART IV - 7  
PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PROPOSER NAME: Trindle Service PROPOSAL NUMBER 23230

YEAR 1  
Baggage Belts  
Supervisor

FULL-TIME EMPLOYEES FORM

ITEM #1  
AVERAGE HOURLY DIRECT WAGES \$ 27.50  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS \$ 2.50  
HEALTH \_\_\_\_\_

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

|                             |                |       |
|-----------------------------|----------------|-------|
| HOLIDAY ALLOWANCE           | \$ <u>.73</u>  | _____ |
| VACATION ALLOWANCE          | \$ <u>.42</u>  | _____ |
| SICK TIME ALLOWANCE         | \$ _____       | _____ |
| PENSION                     | \$ _____       | _____ |
| WELFARE                     | \$ _____       | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ <u>1.31</u> | _____ |
| SPECIFY <u>JURY/BEREAVE</u> |                |       |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 30.96 sub total 1, 2 & 3

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>2.18</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>1.48</u> |
| F.U.I.                      | \$ <u>.22</u>  |
| WORKERS' COMPENSATION       | \$ <u>3.13</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>.74</u>  |
| DISABILITY INSURANCE        | \$ _____       |
| OTHER TAXES AND INSURANCE   | \$ <u>.28</u>  |
| SPECIFY <u>NEWARK</u>       |                |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |                |
|--------------------------------------|----------------|
| VEHICLE/MTCE/FUEL                    | \$ <u>.02</u>  |
| UNIFORMS                             | \$ <u>.29</u>  |
| EQUIPMENT                            | \$ <u>.01</u>  |
| MATERIALS                            | \$ <u>.01</u>  |
| SUPPLIES                             | \$ <u>.02</u>  |
| RELIEF                               | \$ <u>1.08</u> |
| ROLL CALL                            | \$ <u>.02</u>  |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ <u>.72</u>  |
| SPECIFY _____                        |                |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 3.29

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 44.44

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

PART IV - 8

PROPOSER NAME TRIANGLE SQUIVERS PROPOSAL NUMBER 23230  
 YEAR 1 \_\_\_\_\_  
Baggage Belts  
Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 25.98  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS \$ 2.50  
 HEALTH \_\_\_\_\_

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

|                              |                 |                    |
|------------------------------|-----------------|--------------------|
| HOLIDAY ALLOWANCE            | \$ <u>1.70</u>  | _____              |
| VACATION ALLOWANCE           | \$ _____        | _____              |
| SICK TIME ALLOWANCE          | \$ _____        | _____              |
| PENSION                      | \$ _____        | _____              |
| WELFARE                      | \$ _____        | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ <u>1.30</u>  | _____              |
| SPECIFY <u>Jury Reserve</u>  |                 |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ <u>29.48</u> | sub total 1, 2 & 3 |

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>2.06</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>1.40</u> |
| F.U.I.                      | \$ <u>.73</u>  |
| WORKERS' COMPENSATION       | \$ <u>2.97</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>.70</u>  |
| DISABILITY INSURANCE        | \$ _____       |
| OTHER TAXES AND INSURANCE   | \$ <u>1.27</u> |
| SPECIFY <u>NEWARK</u>       |                |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |                |
|--------------------------------------|----------------|
| VEHICLE/MTCE/FUEL                    | \$ <u>1.02</u> |
| UNIFORMS                             | \$ <u>.39</u>  |
| EQUIPMENT                            | \$ <u>1.01</u> |
| MATERIALS                            | \$ <u>1.01</u> |
| SUPPLIES                             | \$ <u>1.02</u> |
| RELIEF                               | \$ <u>1.04</u> |
| ROLL CALL                            | \$ _____       |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ <u>1.72</u> |
| SPECIFY _____                        |                |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 3.14  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 42.35

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PROPOSER NAME: TRIMBLE SERVICES PROPOSAL NUMBER 23230

YEAR 1

Baggage Belts

Mechanic

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES  
NUMBER OF EMPLOYEES

\$ 17.61

ITEM #2

AVERAGE HEALTH BENEFITS  
HEALTH

\$ 2.50

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

\$ 147

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

\$ 20

SPECIFY JURY/BENEFIT

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ 20.78 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 1.40

N.Y.S.U.I./N.J.S.U.I.

\$ 195

F.U.I.

\$ 115

WORKERS' COMPENSATION

\$ 2101

GENERAL LIABILITY INSURANCE

\$ 148

DISABILITY INSURANCE

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

OTHER TAXES AND INSURANCE

\$ 118

SPECIFY NEWARK

ITEM #5

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$ 107

UNIFORMS

\$ 29

EQUIPMENT

\$ 101

MATERIALS

\$ 101

SUPPLIES

\$ 127

RELIEF

\$ 70

ROLL CALL

\$ 72

OTHER COMPONENTS NOT SPECIFIED ABOVE

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$ 2.22

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

\$ 29.94

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

PART IV - 10

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: Triangle Services PROPOSAL NUMBER 23230

YEAR 1

Baggage Belts

Baggage Belt Maintainer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES  
NUMBER OF EMPLOYEES

\$ 11.72

**ITEM #2**

AVERAGE HEALTH BENEFITS  
HEALTH

\$ 2.50

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

\$ .32 \_\_\_\_\_

VACATION ALLOWANCE

\$ .18 \_\_\_\_\_

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

\$ .14 \_\_\_\_\_

SPECIFY 324/Belgium

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ 14.86 sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ .95

N.Y.S.U.I./N.J.S.U.I.

\$ .64

F.U.I.

\$ .10

WORKERS' COMPENSATION

\$ 1.36

GENERAL LIABILITY INSURANCE

\$ .32

DISABILITY INSURANCE

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

OTHER TAXES AND INSURANCE

\$ .12

SPECIFY NEWARK

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$ 1.02

UNIFORMS

\$ .29

EQUIPMENT

\$ .01

MATERIALS

\$ .01

SUPPLIES

\$ 1.02

RELIEF

\$ .47

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE

\$ .72

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$ 1.59

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

\$ 21.48

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

PART IV - 11

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: Triangle Services PROPOSAL NUMBER: 23230

YEAR 2  
Baggage Belts  
General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1  
AVERAGE ANNUAL SALARY \$ 36.01  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS HEALTH \$ 2.50

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

|  |                 |                    |
|--|-----------------|--------------------|
| HOLIDAY ALLOWANCE                                      | \$ _____        | _____              |
| VACATION ALLOWANCE                                     | \$ _____        | _____              |
| SICK TIME ALLOWANCE                                    | \$ _____        | _____              |
| PENSION  | \$ _____        | _____              |
| WELFARE  | \$ _____        | _____              |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>JURY/BERANE</u> | \$ <u>1.39</u>  | _____              |
| SUB TOTAL (ITEMS # 1, 2 & 3)                           | \$ <u>39.90</u> | sub total 1, 2 & 3 |

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|   |                |
|---|----------------|
| F.I.C.A.                                      | \$ <u>2.86</u> |
| N.Y.S.U.I./N.J.S.U.I.                         | \$ <u>1.94</u> |
| F.U.I.  | \$ <u>1.30</u> |
| WORKERS' COMPENSATION                         | \$ <u>4.11</u> |
| GENERAL LIABILITY INSURANCE                   | \$ <u>1.67</u> |
| DISABILITY INSURANCE                          | \$ _____       |
| OTHER TAXES AND INSURANCE SPECIFY <u>None</u> | \$ <u>.37</u>  |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |               |
|---|---------------|
| VEHICLE/MTCE/FUEL   | \$ _____      |
| UNIFORMS  | \$ <u>.26</u> |
| EQUIPMENT   | \$ _____      |
| MATERIALS   | \$ _____      |
| SUPPLIES  | \$ _____      |
| RELIEF  | \$ _____      |
| ROLL CALL   | \$ _____      |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>_____</u> | \$ <u>.72</u> |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 4.02  
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 55.65

PROPOSER NAME: TRAVEL SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts

Manager

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY

\$ 31,600

NUMBER OF EMPLOYEES

ITEM #2

AVERAGE HEALTH BENEFITS

\$ 2,50

HEALTH

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF

DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

\$ 1,22

SPECIFY JULY/BOONER

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ 35,32 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2,51

N.Y.S.U.I./N.J.S.U.I.

\$ 1,71

F.U.I.

\$ 1,26

WORKERS' COMPENSATION

\$ 3,101

GENERAL LIABILITY INSURANCE

\$ 1,25

DISABILITY INSURANCE

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

OTHER TAXES AND INSURANCE

\$ 1,33

SPECIFY NEWARK

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

\$ 26

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE \$

1,72

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT

\$ 3,74

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

\$ 49,31

01-28-11P-2:29 RCY6

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

PART IV - 13

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: TRIANGLE SERVICES PROPOSAL NUMBER 23230

YEAR 2  
Baggage Belts  
Supervisor

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
AVERAGE HOURLY DIRECT WAGES \$ 27.00  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS \$ 2.50  
HEALTH \_\_\_\_\_

ITEM #3  
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED  
HOLIDAY ALLOWANCE \$ 1.73 \_\_\_\_\_  
VACATION ALLOWANCE \$ 1.42 \_\_\_\_\_  
SICK TIME ALLOWANCE \$ \_\_\_\_\_  
PENSION \$ \_\_\_\_\_  
WELFARE \$ \_\_\_\_\_  
OTHER SUPPLEMENTAL BENEFITS \$ 1.31 \_\_\_\_\_  
SPECIFY July/December  
SUB TOTAL (ITEMS # 1, 2 & 3) \$ 30.96 sub total 1, 2 & 3

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)  
F.I.C.A. \$ 2.18  
N.Y.S.U.I./N.J.S.U.I. \$ 1.48  
F.U.I. \$ 1.23  
WORKERS' COMPENSATION \$ 3.13  
GENERAL LIABILITY INSURANCE \$ 1.79  
DISABILITY INSURANCE \$ \_\_\_\_\_  
OTHER TAXES AND INSURANCE \$ 1.28  
SPECIFY NEWARK

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)  
VEHICLE/MTCE/FUEL \$ .02  
UNIFORMS \$ 1.29  
EQUIPMENT \$ 1.01  
MATERIALS \$ 1.01  
SUPPLIES \$ 1.02  
RELIEF \$ 1.08  
ROLL CALL \$ \_\_\_\_\_  
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ 1.78  
SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 3.29  
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 44.44

DATE REC'D: 7/11/11-02-10

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

PROPOSER NAME: Triable Services PROPOSAL NUMBER 23230  
 YEAR 2  
Garage Belts  
Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 25.98  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS \$ 2.50  
 HEALTH \_\_\_\_\_

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

|                              |                 |                    |
|------------------------------|-----------------|--------------------|
| HOLIDAY ALLOWANCE            | \$ <u>1.70</u>  | _____              |
| VACATION ALLOWANCE           | \$ <u>1.40</u>  | _____              |
| SICK TIME ALLOWANCE          | \$ _____        | _____              |
| PENSION                      | \$ _____        | _____              |
| WELFARE                      | \$ _____        | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ <u>1.30</u>  | _____              |
| SPECIFY <u>Sub/Bonus</u>     |                 |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ <u>29.88</u> | sub total 1, 2 & 3 |

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>2.08</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>1.48</u> |
| F.U.I.                      | \$ <u>1.22</u> |
| WORKERS' COMPENSATION       | \$ <u>3.10</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>1.71</u> |
| DISABILITY INSURANCE        | \$ _____       |
| OTHER TAXES AND INSURANCE   | \$ <u>1.30</u> |
| SPECIFY <u>NEWARK</u>       |                |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |                |
|--------------------------------------|----------------|
| VEHICLE/MTCE/FUEL                    | \$ <u>1.02</u> |
| UNIFORMS                             | \$ <u>1.29</u> |
| EQUIPMENT                            | \$ <u>1.01</u> |
| MATERIALS                            | \$ <u>1.01</u> |
| SUPPLIES                             | \$ <u>1.02</u> |
| RELIEF                               | \$ <u>1.09</u> |
| ROLL CALL                            | \$ _____       |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ <u>1.72</u> |
| SPECIFY _____                        |                |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 3.18  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 42.89

01-23-1210:30 RCVD

PROPOSER NAME: Thimble Services PROPOSAL NUMBER 23730

YEAR 2  
Baggage Belts  
Mechanic

FULL-TIME EMPLOYEES FORM

ITEM #1  
AVERAGE HOURLY DIRECT WAGES \$ 17.61  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS \$ 2.50  
HEALTH \_\_\_\_\_

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

|                              |                |       |
|------------------------------|----------------|-------|
| HOLIDAY ALLOWANCE            | \$ <u>1.47</u> | _____ |
| VACATION ALLOWANCE           | \$ <u>1.27</u> | _____ |
| SICK TIME ALLOWANCE          | \$ _____       | _____ |
| PENSION                      | \$ _____       | _____ |
| WELFARE                      | \$ _____       | _____ |
| OTHER SUPPLEMENTAL BENEFITS  | \$ <u>1.20</u> | _____ |
| SPECIFY <u>July 16 leave</u> |                |       |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 21.05 sub total 1, 2 & 3

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                 |
|-----------------------------|-----------------|
| F.I.C.A.                    | \$ <u>1.42</u>  |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>1.910</u> |
| F.U.I.                      | \$ <u>1.15</u>  |
| WORKERS' COMPENSATION       | \$ <u>2.109</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>1.48</u>  |
| DISABILITY INSURANCE        | \$ _____        |
| OTHER TAXES AND INSURANCE   | \$ <u>1.19</u>  |
| SPECIFY <u>Newark</u>       |                 |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |                |
|--------------------------------------|----------------|
| VEHICLE/MTCE/FUEL                    | \$ <u>1.02</u> |
| UNIFORMS                             | \$ <u>1.29</u> |
| EQUIPMENT                            | \$ <u>.01</u>  |
| MATERIALS                            | \$ <u>.01</u>  |
| SUPPLIES                             | \$ <u>1.02</u> |
| RELIEF                               | \$ <u>.70</u>  |
| ROLL CALL                            | \$ _____       |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ <u>.72</u>  |
| SPECIFY _____                        |                |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 2.24

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 30.30

PROPOSER NAME: TRIMBLE SERVICES PROPOSAL NUMBER 23230  
 YEAR 2  
Baggage Belts  
Baggage Belt Maintainer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 11.72  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS \$ 2.50  
 HEALTH \_\_\_\_\_

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

|                              |                 |                    |
|------------------------------|-----------------|--------------------|
| HOLIDAY ALLOWANCE            | \$ <u>.32</u>   | _____              |
| VACATION ALLOWANCE           | \$ <u>.18</u>   | _____              |
| SICK TIME ALLOWANCE          | \$ _____        | _____              |
| PENSION                      | \$ _____        | _____              |
| WELFARE                      | \$ _____        | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ <u>.14</u>   | _____              |
| SPECIFY <u>STAY/LEAVE</u>    |                 |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ <u>14.86</u> | sub total 1, 2 & 3 |

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>.95</u>  |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>.64</u>  |
| F.U.I.                      | \$ <u>.10</u>  |
| WORKERS' COMPENSATION       | \$ <u>1.36</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>.32</u>  |
| DISABILITY INSURANCE        | \$ _____       |
| OTHER TAXES AND INSURANCE   | \$ <u>.12</u>  |
| SPECIFY <u>NEWARK</u>       |                |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |               |
|---|---------------|
| VEHICLE/MTCE/FUEL                                 | \$ <u>.02</u> |
| UNIFORMS  | \$ <u>.29</u> |
| EQUIPMENT   | \$ <u>.01</u> |
| MATERIALS   | \$ <u>.01</u> |
| SUPPLIES  | \$ <u>.02</u> |
| RELIEF  | \$ <u>.47</u> |
| ROLL CALL   | \$ _____      |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ <u>.72</u> |               |
| SPECIFY _____                                     |               |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.59  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 21.48

01-28-11 12:30 RCYD

PROPOSER NAME: Thimble Services PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

General Site Manager

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
AVERAGE ANNUAL SALARY \$ 36.01  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS \$ 2.50  
HEALTH \_\_\_\_\_

ITEM #3  
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED  
HOLIDAY ALLOWANCE \$ \_\_\_\_\_  
VACATION ALLOWANCE \$ \_\_\_\_\_  
SICK TIME ALLOWANCE \$ \_\_\_\_\_  
PENSION \$ \_\_\_\_\_  
WELFARE \$ \_\_\_\_\_  
OTHER SUPPLEMENTAL BENEFITS \$ 1.39  
SPECIFY JURY  
SUB TOTAL (ITEMS # 1, 2 & 3) \$ 39.90 sub total 1, 2 & 3

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)  
F.I.C.A. \$ 2.86  
N.Y.S.U.I./N.J.S.U.I. \$ 1.99  
F.U.I. \$ 1.30  
WORKERS' COMPENSATION \$ 4.11  
GENERAL LIABILITY INSURANCE \$ 1.97  
DISABILITY INSURANCE \$ \_\_\_\_\_  
OTHER TAXES AND INSURANCE \$ 1.37  
SPECIFY Newark

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)  
VEHICLE/MTCE/FUEL \$ \_\_\_\_\_  
UNIFORMS \$ 1.20  
EQUIPMENT \$ \_\_\_\_\_  
MATERIALS \$ \_\_\_\_\_  
SUPPLIES \$ \_\_\_\_\_  
RELIEF \$ \_\_\_\_\_  
ROLL CALL \$ \_\_\_\_\_  
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ 1.72  
SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 4.22  
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 55.65

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

PROPOSER NAME: Triangle Services PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Manager

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE ANNUAL SALARY  
NUMBER OF EMPLOYEES

\$ 31,600

**ITEM #2**

AVERAGE HEALTH BENEFITS  
HEALTH

\$ 2.50

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

\$ 1.22

SPECIFY \_\_\_\_\_

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ 35.32 sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.51

N.Y.S.U.I./N.J.S.U.I.

\$ 1.71

F.U.I.

\$ .20

WORKERS' COMPENSATION

\$ 3.10

GENERAL LIABILITY INSURANCE

\$ .85

DISABILITY INSURANCE

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

OTHER TAXES AND INSURANCE

\$ .33

SPECIFY NEWARK

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

\$ 1.20

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE

\$ .72

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$ 3.74

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

\$ 49.31

PART IV - 19

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

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: Tri-Angle Services PROPOSAL NUMBER 23230  
 YEAR 3  
Baggage Belts  
Supervisor

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE HOURLY DIRECT WAGES \$ 27.00  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS HEALTH \$ 2.50

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

|                              |                 |                    |
|------------------------------|-----------------|--------------------|
| HOLIDAY ALLOWANCE            | \$ <u>173</u>   | _____              |
| VACATION ALLOWANCE           | \$ <u>162</u>   | _____              |
| SICK TIME ALLOWANCE          | \$ _____        | _____              |
| PENSION                      | \$ _____        | _____              |
| WELFARE                      | \$ _____        | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ <u>31</u>    | _____              |
| SPECIFY <u>JURY/leave</u>    |                 |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ <u>31.16</u> | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>2.19</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>1.49</u> |
| F.U.I.                      | \$ <u>1.23</u> |
| WORKERS' COMPENSATION       | \$ <u>3.15</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>.75</u>  |
| DISABILITY INSURANCE        | \$ _____       |
| OTHER TAXES AND INSURANCE   | \$ <u>1.29</u> |
| SPECIFY <u>MILWAUKEE</u>    |                |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |                |
|--------------------------------------|----------------|
| VEHICLE/MTCE/FUEL                    | \$ <u>1.02</u> |
| UNIFORMS                             | \$ <u>1.29</u> |
| EQUIPMENT                            | \$ <u>.01</u>  |
| MATERIALS                            | \$ <u>1.01</u> |
| SUPPLIES                             | \$ <u>1.02</u> |
| RELIEF                               | \$ <u>1.08</u> |
| ROLL CALL                            | \$ _____       |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ <u>.72</u>  |
| SPECIFY _____                        |                |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 3.31  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 44.72

PROPOSER NAME: Triangle Services PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES \$ 25.98

NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**

AVERAGE HEALTH BENEFITS HEALTH \$ 2.50

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ 1.70 \_\_\_\_\_

VACATION ALLOWANCE \$ 1.60 \_\_\_\_\_

SICK TIME ALLOWANCE \$ \_\_\_\_\_

PENSION \$ \_\_\_\_\_

WELFARE \$ \_\_\_\_\_

OTHER SUPPLEMENTAL BENEFITS \$ 1.30 \_\_\_\_\_

SPECIFY JURY/BEREAVEMENT

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 30.08 sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 2.11

N.Y.S.U.I./N.J.S.U.I. \$ 1.43

F.U.I. \$ 1.22

WORKERS' COMPENSATION \$ 2.03

GENERAL LIABILITY INSURANCE \$ .72

DISABILITY INSURANCE \$ \_\_\_\_\_

OTHER TAXES AND INSURANCE \$ 1.28

SPECIFY NEWARK

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ 1.02

UNIFORMS \$ 1.29

EQUIPMENT \$ .01

MATERIALS \$ .01

SUPPLIES \$ 1.02

RELIEF \$ 1.04

ROLL CALL \$ \_\_\_\_\_

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ .72

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 3.20

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 43.18

PART IV - 21

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

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: Triamble Services PROPOSAL NUMBER 23230

YEAR 3  
Baggage Belts  
Mechanic

FULL-TIME EMPLOYEES FORM

ITEM #1  
AVERAGE HOURLY DIRECT WAGES \$ 17.61  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS \$ 2.50  
HEALTH \_\_\_\_\_

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

|                             |               |       |
|-----------------------------|---------------|-------|
| HOLIDAY ALLOWANCE           | \$ <u>147</u> | _____ |
| VACATION ALLOWANCE          | \$ <u>141</u> | _____ |
| SICK TIME ALLOWANCE         | \$ _____      | _____ |
| PENSION                     | \$ _____      | _____ |
| WELFARE                     | \$ _____      | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ <u>20</u>  | _____ |
| SPECIFY <u>July Release</u> |               |       |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 21.29 sub total 1, 2 & 3

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>1.43</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>.97</u>  |
| F.U.I.                      | \$ <u>.15</u>  |
| WORKERS' COMPENSATION       | \$ <u>2.08</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>.49</u>  |
| DISABILITY INSURANCE        | \$ _____       |
| OTHER TAXES AND INSURANCE   | \$ <u>.19</u>  |
| SPECIFY <u>New York</u>     |                |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |                |
|--------------------------------------|----------------|
| VEHICLE/MTCE/FUEL                    | \$ <u>1.02</u> |
| UNIFORMS                             | \$ <u>.29</u>  |
| EQUIPMENT                            | \$ <u>.11</u>  |
| MATERIALS                            | \$ <u>.01</u>  |
| SUPPLIES                             | \$ <u>.22</u>  |
| RELIEF                               | \$ <u>.70</u>  |
| ROLL CALL                            | \$ _____       |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ <u>.72</u>  |
| SPECIFY _____                        |                |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 2.26

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 30.51

PROPOSER NAME: Triangle Services PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Baggage Belt Maintainer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES  
NUMBER OF EMPLOYEES

\$ 11.72

**ITEM #2**

AVERAGE HEALTH BENEFITS  
HEALTH

\$ 2.50

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE

\$ 132 \_\_\_\_\_

VACATION ALLOWANCE

\$ 27 \_\_\_\_\_

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS  
SPECIFY JURY/RECENT

\$ 114 \_\_\_\_\_

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ 14.95 sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 1.95

N.Y.S.U.I./N.J.S.U.I.

\$ 1.65

F.U.I.

\$ 1.10

WORKERS' COMPENSATION

\$ 1.32

GENERAL LIABILITY INSURANCE

\$ 1.32

DISABILITY INSURANCE

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

OTHER TAXES AND INSURANCE

\$ 1.12

SPECIFY NEWARK

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$ .02

UNIFORMS

\$ .29

EQUIPMENT

\$ .01

MATERIALS

\$ .01

SUPPLIES

\$ .02

RELIEF

\$ .47

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE

\$ .72

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$ 1.60

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

\$ 21.60

PART IV - 23

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

Rev. 2/12/10 (PA/PATH)

**PRICING SHEET (S) YEAR ONE**

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour   | Estimated Year One Cost  |
|----------|--|------------------------|-------------------|--------------------------|
| Item A.1 | Systems Engineer   | 9,000                  | X \$ <u>42.35</u> | = \$ <u>381,150.00</u>   |
| Item A.2 | Baggage Belt Mechanic (Routine)  | 61,500                 | X \$ <u>29.94</u> | = \$ <u>1,841,310.00</u> |
| Item A.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$ <u>29.94</u> | = \$ <u>245,508.00</u>   |
| Item A.4 | Baggage Belt Maintainers   | 50,000                 | X \$ <u>21.48</u> | = \$ <u>1,074,000.00</u> |
| Item A.5 | Supervisor   | 8,750                  | X \$ <u>44.44</u> | = \$ <u>388,850.00</u>   |
| Item A.6 | Manager  | 2,080                  | X \$ <u>49.31</u> | = \$ <u>102,564.80</u>   |
| Item A.7 | General Site Manager   | 2,080                  | X \$ <u>55.65</u> | = \$ <u>115,752.00</u>   |
| Item A.8 | Estimated Total Year One Cost For Classified Work (Sum of A.1+A.2+A.3+A.4+A.5+A.6+A.7) |                        |                   | = \$ <u>4,149,134.80</u> |

01-28-11P12:30 RCYD.

**PRICING SHEET (S) YEAR TWO**

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour = | Estimated Year Two Cost  |
|----------|--|------------------------|-------------------|--------------------------|
| Item B.1 | Systems Engineer   | 9,000                  | X \$ <u>42.89</u> | = \$ <u>386,010.00</u>   |
| Item B.2 | Baggage Belt Mechanic (Routine)  | 81,500                 | X \$ <u>30.30</u> | = \$ <u>1,863,450.00</u> |
| Item B.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$ <u>30.30</u> | = \$ <u>248,460.00</u>   |
| Item B.4 | Baggage Belt Maintainers   | 50,000                 | X \$ <u>21.48</u> | = \$ <u>1,074,000.00</u> |
| Item B.5 | Supervisor   | 8,750                  | X \$ <u>44.44</u> | = \$ <u>388,850.00</u>   |
| Item B.6 | Manager  | 2,080                  | X \$ <u>49.31</u> | = \$ <u>102,564.00</u>   |
| Item B.7 | General Site Manager   | 2,080                  | X \$ <u>55.65</u> | = \$ <u>115,752.00</u>   |
| Item B.8 | Estimated Total Year Two Cost For Classified Work (Sum of B.1+B.2+B.3+B.4+B.5+B.6+B.7) |                        |                   | = \$ <u>4,179,086.00</u> |

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**PRICING SHEET (\$) YEAR THREE**

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour   | = Estimated Year Three Cost |
|----------|--|------------------------|-------------------|-----------------------------|
| Item C.1 | Systems Engineer   | 9,000                  | X \$ <u>43.18</u> | = \$ <u>388,620.00</u>      |
| Item C.2 | Baggage Belt Mechanic (Routine)  | 61,500                 | X \$ <u>30.51</u> | = \$ <u>1,876,365.00</u>    |
| Item C.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$ <u>30.51</u> | = \$ <u>250,182.00</u>      |
| Item C.4 | Baggage Belt Maintainers   | 50,000                 | X \$ <u>21.60</u> | = \$ <u>1,080,000.00</u>    |
| Item C.5 | Supervisor   | 8,750                  | X \$ <u>44.72</u> | = \$ <u>391,300.00</u>      |
| Item C.6 | Manager  | 2,080                  | X \$ <u>49.31</u> | = \$ <u>102,564.80</u>      |
| Item C.7 | General Site Manager   | 2,080                  | X \$ <u>55.65</u> | = \$ <u>115,752.00</u>      |
| Item C.8 | Estimated Total Year Three Cost For Classified Work (Sum of C.1+C.2+C.3+C.4+C.5+C.6+C.7) |                        |                   | = \$ <u>4,204,783.80</u>    |

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PRICING SHEET (S)

Compenstation For Parts And Materials Purchased Years One, Two, Three (1,2,3) Base Term

| ITEM | Estimated 3 Yrs. Net Cost Of Parts/Materials | Contractor's Mark Up, Down or Zero % | Contractor's Fee   | Estimated 3 Yrs. Net Cost Of Parts/Materials | Estimated Total Cost Three (3) Years |
|------|--|--------------------------------------|--------------------|--|--------------------------------------|
| D.1  | \$ 900,000.00                                | X % <u>60</u>                        | = \$ <u>54,000</u> | + \$ 900,000.00                              | = \$ <u>954,000.00</u>               |

COST OF VEHICLE: SIX (6) PASSENGER FULL-SIZE PICK-UP WITH POWER LIFT GATE

|     | COST OF VEHICLE PER YEAR |   | THREE (3) YEAR BASE TERM |   | Estimated Total Cost Three (3) Years |
|-----|--------------------------|---|--------------------------|---|--------------------------------------|
| E.1 | \$ <u>13,150.00</u>      | X | 3-YEARS                  | = | \$ <u>39,450.00</u>                  |

COST FOR SPECIALIZED SOFTWARE AND HARDWARE SUPPORT FOR TSA SECURITY TRACKING SYSTEM AND FOR ANY MODIFICATION AND/OR RECERTIFICATION

|     | Estimated 3 Yrs. Net Cost Of Services/ Parts | Contractor's Mark Up, Down or Zero % | Contractor's Fee   | Estimated 3 Yrs. Net Cost Of Services/ Parts | Estimated Total Cost Three (3) Years |
|-----|--|--------------------------------------|--------------------|--|--------------------------------------|
| F.1 | \$ 600,000.00                                | X % <u>60</u>                        | = \$ <u>36,000</u> | + \$ 600,000.00                              | = \$ <u>636,000.00</u>               |

\*\* Includes MCS Automation Div. of MCS Electrical Contracting, Inc.'s quoted pricing of \$137,809.00.

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PRICING SHEET (S)

COST FOR UNFORSEEN WORK USED AT THE DISCRETION OF THE MANAGER (EXAMPLE:  
SUPPORT TO SOFTWARE TECHNICIANS, CONSTRUCTION SUPPORT, REHABS,  
RECONDITIONING OF EQUIPMENT, ETC.

| ITEM | JOB CLASSIFICATION | COST PER HOUR   | ESTIMATED HOURS | EST. TOTAL COST THREE (3) YEAR BASE TERM |
|------|--------------------|-----------------|-----------------|--|
| G.1  | MECHANIC           | \$ <u>29.94</u> | x 10,000        | = \$ <u>299,400.00</u>                   |

TOTAL ESTIMATED CONTRACT PRICE FOR THREE (3) YEAR BASE TERM (Sum  
A.8+B8+C8+D1+E1+F1+G1) = \$ 14,401,755.00

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## PART V – SPECIFICATIONS, TABLE OF CONTENTS

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## **PART V – SPECIFICATIONS**

### **1. Specific Definitions**

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

**“Facility”** - shall mean Newark Liberty International Airport

**BHS** – shall mean baggage handling systems

**General Manager** - shall mean Port Authority of NY&NJ Contract Administrator/s

**General Site Manager** - shall mean the General Site Manager provided by the Contractor as a contract requirement.

**Manager** – shall mean the Contractor’s direct manager of supervisory staff.

**Supervisor** – Shall mean the Contractor’s employee administering work orders, repairs, and all other duties scheduled by the Manager for the operation and maintenance of the BHS.

**Systems Engineer** – shall mean engineer or systems engineer both meaning the same under this Contract.

**Mechanic** – shall mean the Contractor’s employee responsible to perform any and all maintenance work pertaining to the care, repair, installation, replacement, and modification on any and all equipment both electrical and mechanical attached to the BHS including PLC’s.

**Baggage Belt Maintainer** – Shall mean one who is responsible for keeping baggage containers from building up on belts and carousels by removing them to various locations for usage by the airlines.

**ELECTRICIAN**: Contractor or its authorized subcontractor as approved by the Port Authority is to have a licensed class A electrician by the State of New Jersey. All electrical work is to be performed under a licensed class A electrician by the State of New Jersey.

**CERTIFIED WELDER/CUTTER**: The Contractor or its authorized subcontractor as approved by the Port Authority must have a person or a person available who is qualified under ASME Sect. IX.

**Routine Maintenance** – work required by the manufacturer of the BHS to keep the system operating at its peak and best performance.

**Non-Routines** – Non-Routines will be considered work outside of the normal Routine of work as well as any deficiency found on a normal Routine requiring more than six (6) man-hours to correct as noted in Major Repair.

**TSA** – means Transportation Security Administration

**CMMS** – shall mean computer based maintenance management system.

**Minor Repair/s** – shall mean any repair requiring six (6) person-hours or less to fix and was found as a deficiency while performing on a routine work order or as requested by the General Manager or designee

**Major Repair/s** – shall mean any repair requiring six (6) person-hours or more to fix which could be a repair found during a Routine work order; or a repair found during an unscheduled inspection of the system and repair is necessary to prevent a catastrophic failure of the system or systems with work requiring more than six (6) person-hours is required and will not be able to be fixed by simply rescheduling a routine.

**Minor Part** – shall mean any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

**Major Part** – Shall mean any part attached to the BHS costing \$25.01 or more.

**Extra Work** – Shall mean any work beyond the normal scope of this Contract.

**High Level Controls** – Shall mean:

- a.) New or modified existing Maintenance Diagnostic System (MDS)/workstation Computers, which allow for the following functions:
- b.) Automatic switching to a “hot back up” fully redundant MDS/workstation computer (only on the modified existing MDS; there are no redundant computers on the new MDS/workstation).
- c.) Collect and store data from the field PLCs to include in reports and status displays at the BHS MDS/workstation.
- d.) Software program(s) as required to accomplish the functions specified herein.
- e.) Video Display Units (VDU) for data output.
- f.) Keyboard/mouse units for command and control of the MDS/workstation.
- g.) High-speed line and laser printers.
- h.) Communication modems.
- i.) Transfer switches/interface modules/selector switches.
- j.) Communications highways
- k.) Local Area Networks (LANs)

### **Abbreviations**

1. PANYNJ shall mean The Port Authority of New York and New Jersey or its agent/s.
2. BVS shall mean Baggage Vertical Sorter.
3. CMMS shall mean Computerized Maintenance Management System
4. EDS shall mean Explosive Detection System
5. EWR shall mean Newark Liberty International Airport
6. HSD shall mean High Speed Diverter
7. MCP shall mean Motor Control Panel. The MCP contains the electrical control and power circuit devices for the control of the baggage handling system equipment.
8. PLC shall mean Programmable Logic Controller, which controls BHS operation.
9. PM shall mean Preventative Maintenance.
10. User or Tenant Airline shall mean any Airline with operations at EWR's Terminal B and Terminal A.
11. AOA shall mean Aeronautical Operating Area

## **2. WORK REQUIRED BY THE SPECIFICATIONS**

These Specifications relate generally to the performance of the operation and maintenance of the BHS, conveyors, and all said equipment attached to the BHS at Newark Liberty International Airport Terminal B and portions of Terminal A.

### **I.**

#### **RESPONSIBILITIES OF THE MAINTENANCE CONTRACTOR**

- A.** All preventative maintenance tasks as further defined herein.
- B.** All non-scheduled repair maintenance tasks as further defined herein.
- C.** Responding to and rectifying all fault conditions (which may or may not have been caused by operational personnel). Examples of these types of faults include baggage jams, motor overloads, emergency stop conditions. Such faults will generally be displayed on the MDS located in the BHS control room.
- D.** Stocking and restocking of baggage tubs to all required areas.
- E.** The procurement of all tools and equipment required to perform the preventive maintenance and repair functions.
- F.** Contractor shall be solely accountable for employees including interviewing, hiring, training, airport security badging, parking, taxes, salaries.
- G.** Provide daily, weekly and monthly status reports to PANYNJ.
- H.** Accurately record the labor time and any purchases made for spare parts, as required, to obtain labor and spare parts reimbursement under the terms of any Warranty Agreement(s) for the BHS equipment.
- I.** Maintaining 24 hour/day, 7-day/week contact via pager/cell phone with e-mail capabilities.
- J.** Cooperate in all respects with the PANYNJ Operations, Maintenance and TSA and/or their representatives as well as PANYNJ. Preventative Maintenance (PM) and non-scheduled maintenance tasks, for example, shall be coordinated with and scheduled around the requirements of the PANYNJ Operations, Maintenance and TSA's operations.
- K.** Operation and maintenance of the specified Baggage Handling Systems and its high level controls.
- L.** Provide and maintain all necessary tools and vehicles, including, but not limited to scissor lifts, forklift trucks, golf carts, etc. Contractor to provide a listing with its bid of any specialty equipment needed.
- M.** Acquire the proper insurance and Airport permits for all company vehicles that are owned and operated at the site by the employees. Personal vehicles are not allowed access to the AOA.

**N.** An initial spare parts inventory shall be provided to the Contractor shall be responsible for existing spare parts inventory originally procured by The Port Authority of NY & NJ. Procuring, storing and re-ordering Spare Parts as required for the maintenance of the baggage handling systems. Contractor shall show an acceptable method of securing/purchasing spare parts from suppliers at a competitive price and be responsible for the procurement and re-ordering of all spare parts as required to maintain adequate stock. Proper storage of the spare parts and maintaining a clean and organized setting within allocated spare parts storage space(s). Accurately record the spare part inventory, utilization and purchases within a CMMS, to obtain as expended reimbursement from PANYNJ.

**O.** Coordination of the equipment, interfaces and full utilization of a CMMS including all data input, reports, inventories, tracking and preventative maintenance schedules, work order management

**P.** Maintaining all hand-held walkie-talkie type radios and the repeater as well as all frequencies assigned to the Contractor at no additional cost to the Port Authority.

**Q.** Procuring any and all consumables required to maintain the BHS equipment such as lubricants, cleaners, tools, any and all equipment, supplies, materials and others not mentioned but necessary to provide proper and safe maintenance and operation of the BHS.

**R.** Maintain all tracking devices (e.g. shaft encoders, photocells) and other related components as required to achieve continuous tracking accuracy of no less than 99%, calculated and reported on a daily basis, for the total number of bags input into the baggage system (excluding any loss of bag tracking that can be identified as being the direct result of an CTX machine fault or error).

**S.** Contractor will at its own expense, promptly undertake design reviews and or a review of maintenance staffing and procedures and shall propose a plan to PANYNJ within one (1) month to correct the problems when the average of 99% System Availability and 99% Tracking Accuracy is not being achieved. Such corrections shall be at no added expense to the PANYNJ.

**T.** The Contractor must provide each Maintenance Mechanic, Supervisor, Maintainer, Systems Engineer (all persons working under this said contract needing such to proficiently perform their job function) with two-way radio communications programmed with the approved Port Authority frequencies. The Contractor will be responsible for providing and maintaining all radios, accessories to the hand-held radios, and maintenance of said radios as well as batteries, microphones. of the radios at no additional cost to the Port Authority. The Supervisors under this Contract will also need a "blackberry type" phone for the Manager to communicate with said person/persons.

At termination of contract or at the request of the General Manager, the Contractor will remove all Port Authority frequencies from their radios and at the request of the General Manager may have all radios checked by the PA Radio Shop to ensure PA frequencies have been removed. Suggested radios to be used by the Contractor are made by Vertex, Harris and Motorola. These radios are compatible with the Port Authority Radio Shop's software.

In addition the General Site Manager will also have a "Blackberry" type cell phone to communicate with The Port Authority of NY & NJ Manager.

**U.** The Contractor must provide for each of its employees all necessary training at no charge to the PA, such as, security checks and background checks required to work on AOA and the PA.

## **II.**

### **CMMS-SUBSYSTEM MAINTENANCE**

Develop a CMMS based report that shall be maintained and updated, as required, and which shall include sufficient information on system problems, time and date of occurrence, type of corrections performed assigned responsibility, corrective actions and probable cause. This report shall be submitted to PANYNJ on a daily, weekly and monthly basis and will serve as a historical record for formulating a maintenance program that will best suit the BHS and the environmental conditions to which the equipment is exposed. The Contractor shall also submit an abbreviated daily summary report electronically (in a format satisfactory to the Authority) to PANYNJ or its' agent.

Provide all aspects of inventory control, and all activities required to maintain an adequate supply of materials, supplies and equipment to operate and maintain the BHS system. Responsibilities will include purchasing and disbursement, expediting, receiving, storage, cataloging and requisition control.

The Contractor shall provide and utilize a CMMS to develop and maintain an automated maintenance management and inventory control program for all BHS related work, which shall be coordinated with, reviewed and approved by PANYNJ.

The automated maintenance management and inventory control program shall provide up-to-date information on spare parts usage, re-order date, in stock replacement dates, routine and preventative maintenance procedures performed for each component, scheduled and non scheduled maintenance reports, inspection reports, and staff dispatch (fault) reports. All reports shall have the ability to be sorted by date or type of procedure or failure and must have the ability to be printed on demand. Additionally, this system shall maintain and track all pertinent budget and invoice information regarding spare part usage and replacement.

Prepare and submit the CMMS based Maintenance Management and Inventory Control report with the above referenced information to PANYNJ on a monthly basis.

The Contractor will provide access via-internet (web-based CMMS) for up to six (6) users as determined by the General Manager. The Contractor will be responsible to maintain and provide technical support and technical remedies for these users during normal business hours Monday through Friday 7:00 a.m. to 3:30 p.m.

All data inputted into the CMMS for the maintenance and operation of the BHS is the property of The Port Authority of NY & NJ and must be turned over either at the conclusion of the contract or earlier if deemed necessary by the General Manager.

The reliability of the BHS and associated equipment highly depends on a reliable maintenance program. The BHS shall be thoroughly inspected at regular intervals and corrective measures shall be taken to prevent major breakdowns. The Contractor will be responsible for providing any additional scheduled/preventative maintenance (i.e., above and beyond the minimum provisions described above) that may be required to meet the performance criteria specified herein.

### III.

#### **BHS Maintenance Administration and Management**

- A. Provide all personnel, supplies and materials necessary to perform the administration, operation, maintenance, and management of the BHS operation and maintenance services.

Maintenance management comprises all the functions required to manage the operation and maintenance activities effectively, including, but not limited to:

- a. Supervision and clerical support
- b. Payroll and benefits administration
- c. Personnel training
- d. Safety
- e. Financial reporting
- f. Personnel administration
- g. Maintenance scheduling
- h. Staffing
- i. Inventory management including:
  - 1.) Interface with PANYNJ and the BHS equipment supplier for reimbursement of spare parts and labor under warranty.
  - 2.) Track the warranty period for all components, labor hours for repairs and cost.
  - 3.) Maintain control and purchasing of all spare parts.
  - 4.) Preparation and submittal of BHS operational and maintenance reports to PANYNJ

- B. Terminal B – Baggage Handling System – Maintenance Diagnostics Computer System

See Attachment B – letter from MCS Automation, Division of MCS Electrical Contracting, Inc., South Farmingdale, NJ, to quote prices for services as required by the Authority under this Contract.

The foregoing letter does not form a part of this Contract nor does the Authority represent to the Bidders any conclusion to be drawn therefrom. It is made available to the Bidders for the sole purpose of apprising them of the information furnished to the Authority. The cost of this service is accounted for in the pricing sheets under "Cost for Specialized Software and Hardware Support for TSA Security Tracking System and for any Modifications and/or Recertification". The use of any other vendor for this service must be approved by the Port Authority General Manager.

### IV.

#### **Training**

1. Employ and train all maintenance personnel as required for the performance of this Contract. In addition to the training of the initial personnel staff, train all replacement or added personnel as needed to meet the requirements of this contract.

2. Ensuring that all employees who will be involved in the operation and maintenance of the BHS have a thorough understanding of the system and how to safely and effectively operate and maintain the system as required for their respective position. This shall include obtaining any training required from the original equipment supplier(s) at no cost to PANYNJ.

## V

### System Performance Report

At the request of the General Manager or his/her assistant the Contractor is to provide the Baggage Handling System performance statistic report on a daily basis. The format of the reports shall be coordinated with PANYNJ and, at a minimum, shall provide indication of actual system performance with respect to all performance criteria specified herein.

## VI

### Hours Available for Maintenance Functions

1. BHS maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the BHS is minimized to the greatest extent possible. To minimize operational impact to the user Airlines and/or TSA, carry out the maintenance of BHS equipment at night and during off-peak periods. Off-peak, curfew period maintenance needs to be coordinated with PANYNJ. Contractor shall not bill at Overtime rates for this service.
2. The current normal hours of operation in the Terminal B bag rooms are 4:30AM to 11:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.
3. The current normal hours of operation in the Terminal A bag rooms are 4:30AM to 10:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.

## I OPERATIONAL SERVICES

### General Requirements

1. Furnish all personnel as required to operate and maintain the BHS and meet all specified performance criteria during the term of this Contract. Personnel shall perform all duties set forth in the approved System Operation Plan and System Operating Manuals provided by the Baggage Handling System equipment supplier.

2. Normal hours of operation and the level of service for the BHS will be as coordinated with PANYNJ Operations, Maintenance and TSA. On occasion, special events may necessitate extending or reducing system operation beyond normal operating hours or altering the mode of operation.

3. The Contractor shall be responsible for the removal of any baggage remaining in the system and any manual handling required in the event of a BHS system failure and to respond to all BHS related failures and emergencies as required allowing or facilitating transport of bags to their intended destination.

4. The Port Authority of NY & NJ will dictate any matters relating to the Systems operation such as the required hours of operation, Maintenance and TSA and the Contractor shall fully cooperate and coordinate in this respect. PANYNJ will make every effort to assist as needed with the resolution of any issues encountered in the required coordination between the BHS Contractor and Airlines. When officially notified by PANYNJ of a decision regarding the above matters, or any other matter that PANYNJ wishes to classify as a policy decision, immediately take all appropriate steps to comply with the decision.

5. Performance analysis (using reporting functions provided by the original BHS Supplier as available and applicable and/or any other necessary means) as required to document actual performance of the BHS and to verify compliance with the performance requirements as set forth herein. Provide PANYNJ monthly system assurance monitoring reports that include this data for review, commencing at the end of the first month of this Contract.

6. If, as a result of system monitoring, it is determined that a redesign and/or replacement of BHS Components are necessary or desirable, the proposed method of accomplishing such redesign and/or replacement shall be submitted to PANYNJ for review and approval prior to initiating such work. To the extent not covered by the Baggage Handling Equipment supplier's warranty, any such redesign and/or replacement together with any work associated therewith shall be performed at a mutually agreed upon price between PANYNJ and the Contractor under the Extra Work provision. Under no circumstances shall the Contractor withdraw the BHS from service for such purposes without prior written authorization from PANYNJ.

## II. CLASSIFIED WORK

Classified Work shall be performed in full compliance with the requirements of and in accordance with the provisions of these Specifications. Employees assigned to Classified Work shall work exclusively at the areas to which they are assigned and shall perform the required maintenance and operation services for the full shift specified for the time period specified on their work schedules or assignment sheets.

For each such shift, the assigned employee shall be entitled to one half hour meal break (unpaid) and there shall be two (2) fifteen minute relief breaks during an eight hour shift. Relief breaks shall not be scheduled in conjunction with the meal break. The schedule of meal and relief breaks shall be subject, at all times, to the approval of the Manager.

In computing those hours for which payment will be made hereunder, allowance shall be made for all relief break time provided pursuant to the immediately preceding paragraph. No allowance shall be made for meal break time.

Operation of the Baggage Belt Systems shall be available for all flights arriving or departing from the International Facility at Terminal B and Terminal A in Newark International Airport twenty-four (24) hours per day, seven (7) days per week including holidays, as directed by the Manager. In operating the Belt Systems, the Contractor and/or its operating employees shall conform to the operating procedures prescribed by the Manufacturer of the Baggage Belts including, but not limited to, operating Systems in order to protect the public, airport personnel and airport vehicles and property.

It shall be the Contractor's responsibility to provide fully trained Maintainers, Mechanics, Supervisors, Manager, and Systems Engineers as Staff so that the Baggage Belts will be operated in a safe and expeditious manner at all times.

### **III. CLASSIFIED WORK: BAGGAGE BELT MAINTAINER**

Baggage Belt Maintainer coverage will be required seven (7) days a week, twenty-four (24) hours a day, shift coverage to be approved by the Authority in advance in conformance with airline schedules.

The Baggage Belt Maintainer's job duties shall consist of the following items. The following list is a general outline of the job duties and is not to be construed as "all inclusive".

- 1 - Work in a safe and expedient manner to clear all baggage jams
- 2 - Ensure that bags are aligned as required upstream of CTX machines and/or immediately clear any resulting jams.
- 3 - Assist the maintenance mechanics/technicians on an as needed basis.
- 4 - Observe and report any maintenance, operations and/or repair problems to the maintenance mechanics/technicians.
- 5 - Responsible for general cleanup of work areas and in/around conveyor equipment including all carousels at a Frequency required maintaining units free of trash, dirt and debris.
- 6 - Responsible for manual movement of baggage in the event of system outage, during system fallback conditions as required.
- 7 - Responsible for the stocking and restocking of baggage tubs to all required areas.  
For all scheduled Flights the Maintainer will be required to be at the start switch of the appropriate system fifteen (15) minutes prior to the scheduled arrival of luggage tubs so that the system can be started and checked. If the Maintainer experiences any difficulty or notices any problems, they are to notify their supervisor and a Baggage Belt Mechanic immediately.

Maintainer may have to in conjunction with mechanics during breakdown of belts, move luggage by hand to its destination until belts begin operating again safely. Maintainers may also be used to assist mechanics if called on by the Manager. Maintainer must assist airlines in placement of luggage into containers.

The Maintainer will notify the Authority's Terminal Services Supervisor or Control Desk as to when a System is ready and operational and/or not operational.

Maintainers shall Conduct themselves in a courteous manner and maintain their uniforms and personal appearance in a world-class manner.

Maintainers shall be equipped with a two-way radio and trained in its use.

Maintainers shall not be permitted to smoke, eat or drink while on duty, except during breaks and in designated break areas/ smoking areas.

#### **IV GENERAL SITE MANAGER**

The General Site Manager will be the responsible person that is the representative of the Contractor and have the power and ability to answer and make decisions concerning the Contract when called upon by the General Manager to do so.

The General Site Manager will be ultimately responsible for all Managers, Supervisors, and ALL staff assigned by the Contractor for this Contract. If the General Manager due to concerns pertaining to the conduct of any employee performing work under this Contract, it is the responsibility of the General Site Manager to ensure the Contractor's labor policies and procedures are followed either to terminate employee or reassign employee from the Facility. Neither the General Manager nor any of his/her staff or The Port Authority of NY & NJ will be held liable for any of the Contractor's decisions concerning its personnel.

All resumes for Supervisory Staff and Baggage Belt Mechanics must be submitted to the General Manager prior to the start up date of the Contract for review and approval. All maintenance personnel approved by the "General Manager" shall be experienced in and competent to perform the work assigned to them by the Contractor, and shall be properly certified by the baggage belt manufacturer to perform the work assigned to them where such certification is a requirement by the General Manager of this Contract. Any changes or additions to personnel must meet the same criteria prior to being assigned to this Contract.

The General Site Manager will be responsible for delegating to his/her Managers completing logs on all equipment, parts inventory and records of all worked performed on a continuous basis. He/she must have a working knowledge of computers.

The General Site Manager must be on site Monday through Friday between the hours of 7:00AM to 3:30PM. The General Site Manager must be able to be reached via cell phone twenty-four (24) hours per day, seven (7) days per week 365 days per year in the event the General Manager or the Contractors overnight or off hours staff needs to make contact with said person.

The General Site Manager, if unable to be at any portion of his/her assigned tour, must have a replacement available with the same qualifications and abilities to cover that assigned tour.

Duties shall consist of making decisions on behalf of the Contractor concerning the Contract in all its facets. General Site Manager is responsible for all other lower level managers, supervisors and for every day operation and maintenance of Baggage Belt System and must have thorough knowledge of the Operation

and Maintenance for the Baggage Belt system along with the required TSA security screening software and hardware attached to the system. This position will also be responsible for ensuring compliance with TSA security and will be directly responsible to ensure the CMMS is operating and kept to date with the latest information for use by the Port Authority and its representatives. The General Site Manager will be required to meet with the General Manager to discuss matters pertaining to the Contract.

The only holidays in which the General Site Manager will not need to be replaced are on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day .

## **V MANAGER/SUPERVISORS**

### **A. MANAGER**

The Contractor shall assign a Manager whose presence at the Site of the Work is required during the hours of 7:00 AM to 3:30 PM, Monday through Friday, and at such other times as the General Manager may require.

The Contractor will also assign one (1) Manager Monday through Friday between the hours of 7:00 AM to 3:30 PM and may be required to adjust work schedule to accommodate off hour inspections of personnel as directed by the Port Authority General Manager or the Contractor General Site Manager. The Manager will directly be responsible and answerable to the General Site Manager on matters concerning the supervisors and trades persons and who will deal with schedules, CMMS system information and updating, inspecting along with the supervisors work needing to be done, finished work and scheduling work and periodic inspections off hours or off schedule (approved only by the General Manager) to ensure employees are being diligent to his/her assignments.

The Manager must be replaced for any time the assigned Manager is unable to fulfill his/her assigned role as Manager. No holidays or exceptions will be allowed for his/her absence. The Manager must be present Monday through Friday at the times noted above and if unable to fulfill role for the day, the General Site Manager must find an approved equal replacement to carry out his/her duties.

The Manager of the Contract will be responsible for day-to-day operations and maintenance of the BHS, inputting data into the CMMS, updating all regular maintenance and repair of the BHS and associated equipment. Manager will be required to inspect work being performed by his/her direct supervisors and staff. Manager may be required to meet on a regular basis with the General Manager and discuss scheduling, and other operational tasks associated with this contract as needed by the General Site Manager and General Manager.

The Manager so assigned shall serve as the Contractor's representative at the Facility and shall have overall responsibility at all times for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees. The Site Manager shall also be available to the General Manager at such times as the General Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the General Manager may wish to transmit. The Manager shall not perform personally any of the maintenance or operations work required hereunder.

The Manager must ensure the CMMS System is up to date and all equipment history updated on a daily basis.

## **B. SUPERVISORS**

Contractor shall also assign working Supervisors whose presence at the Facility will be required (7) days a week, 365 days a year during the hours of 3:00 PM -11:30 PM, 11:00 PM - 7:30 AM on Weekdays, and at 7:00 AM - 3:30 PM and at other times designated by the Manager. The Supervisor shall not be assigned to the performance of administrative tasks but shall devote his/her entire time to the immediate supervision of the personnel performing maintenance and operation services pursuant to the Contract and to the performance of such maintenance and operation work as may be directed by the General Manager.

Supervisors are expected to oversee all work done by mechanics, engineers, routine, non-routine work and baggage handling maintainers. It is a must that the Supervisor have the expertise to troubleshoot and have an all encompassing knowledge of the complete BHS including a working knowledge of the PLC's and tracking systems hardware and software.

The Contractor's Supervisors must have thorough knowledge of complex mechanical equipment involving pneumatic, hydraulic and electrical systems (110 V, 220 V and 440 V).

The Contractor's Supervisor shall be available at those times specified, to the General Manager for prompt attention and compliance with orders, instructions, directions and information written or orally given regarding the performance of the Work specified in the Contract and for inspection tours of the premises.

No compensation shall be payable hereunder for time worked by the Contractor's Manager and/or Supervisors in excess of eight (8) hours per day or five (5) days-per week.

## **VI SYSTEMS ENGINEER RESPONSIBILITIES**

- 1. Monitor the operational status of the BHS system at all hours of the operational day. The Systems Engineer duties include, but are not limited to:**
  - a. Alert maintenance personnel through radio communications of faults or failures and dispatch them to the appropriate location**
  - b. Monitor line balancing**
  - c. Monitor statistics**
  - d. Make BHS operational decisions, initiating and coordinating implementation of any backup/fallback procedures necessary to allow continued operations (e.g., choosing alternative routings using plow diverters, coordination with PANYNJ Operations, Maintenance and TSA)**

- e. Interface directly with the PANYNJ Operations, Maintenance and TSA
- f. Ensure smooth daily start-ups by reviewing start-up check lists and procedures
- g. Must be capable of programming VFD's when needed.

2. As required for monitoring of the Baggage Handling System, via the Maintenance Diagnostic System (MDS) and/or observation as required during the system's operational period. The following is a statement of work for the Operations Staff that will be assigned to Baggage Handling System monitoring.

The tasks are separated into three (3) groups; 1) Daily Tasks, 2) Regularly Scheduled Non-Daily Tasks, and 3) Random Unscheduled Tasks. The following list along with the BHS manufacturer's recommendations, as referenced in the System's operation and maintenance manuals shall be used as minimum requirements for the task assignments to the BHS monitoring staff.

**4. Systems Engineer Routine Tasks**

**Task Daily Task Description:**

- a. Ensure that all previous day's Work has been completed.
- b. Collect, log and file all daily reports generated during the nightly End-of-Day processing. (1st Shift Only)
- c. Ensure that systems are operational and ready for operational day.
- d. Verify that all communications links are running and operational (PLC, etc.).
- e. Verify that there are no devices in an alarm state or condition that will prevent the BHS conveyors from starting and contact maintenance personnel to correct any conditions that may prevent system start-up.
- f. Verify readiness to exercise/initiate any and all back-up or fallback modes or Procedures at any time (e.g., redundant PLC's on-line, back-up diverters operational where available, etc.).
- g. Monitor system for any visual and audible alerts, and notify maintenance Operations of identified conditions that may need correction.
- h. Compile/generate end of shift reports; log and file.
- i. Fully advise next shift of current conditions and relevant issues as required.
- j. Provide on-site support to off-site support personnel.

## VII CLASSIFIED WORK: MAINTENANCE MECHANIC (Routine Maintenance)

Contractor will not be permitted to forego regular Routine/s Maintenance Work to perform Non-Routines unless written permission is requested and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS Manufacturer suggests Routines and the Contractor is to follow the Manufacturer's suggested Routines or modify the Routines as long as it is equal to or better than; or updated by the manufacturer of the BHS if updated by the Manufacturer; Contractor to follow updated suggestions.

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

The Contractor shall furnish under this Contract complete and professional maintenance service consisting of labor and materials and based on the Manufacturer's recommended schedule of maintenance. The Contractor will inspect each of the baggage systems on a daily basis checking, tightening, tracking, cleaning, trouble-shooting, adjusting, lubricating, performing minor repairs and performing all maintenance work according to Manufacturer's specifications.

Work will also include the installation and maintenance of protective guards or bollards around baggage belts and carousels in the bag rooms as well as "speed" bumps.

The Contractor will provide and install all minor replacement parts at no additional cost to the Authority as specified in Part V, "minor repairs" and "minor parts."

In performing maintenance, the Contractor shall use all reasonable care to keep each Baggage Belt System in proper, safe and efficient operating condition, twenty-four (24) hours a day, seven (7) days a week. The Contractor shall furnish all labor, minor parts, lubricants, hydraulic fluids, equipment, temporary barricades, safety equipment, warning signs, and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. Maintenance hereunder shall be deemed to include such removal and replacement or re-installation of equipment, materials, and minor parts as may be necessary or desirable to afford access to the equipment for maintenance. Minor parts shall be lubricants, cleaning materials, hydraulic fluids, filters, lost or broken nuts, any type of keys and switches, welding rods, bolts and washers, oil seals, control push buttons, indicator light bulbs, key switches, cover plates, fuses, wire nuts, electrical ties and other disposable type items and to include all items costing \$25.00 or less.

- 1) Provide skilled cross-crafted Mechanics with mechanical and electrical aptitude and strong skills and experience with industrial control devices. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the baggage handling system including controls (PLC's) and baggage sizing scanner systems.
- 2) All electrical work must be under the supervision of a New Jersey Licensed Electrician.
- 3) One Mechanic per shift familiar with PLC logic and controls to assist Systems Engineer, if necessary.

- 4) The Mechanic shall be responsible for the daily operations of the baggage handling system as well as to Operate, Maintain, Trouble-Shoot and Repair the Mechanical, Electrical and Control Systems related to the Baggage Handling System. The following list is not to be construed as "all inclusive", rather it is a general outline of Mechanic's duties.
- a. Monitor daily operations and statistics of the baggage system to determine problem areas.
  - b. Trouble-shoot and repair all mechanical, electrical, and control components of the BHS system.
  - c. Analyze all data from the baggage handling system to determine problems and trends that may lead to problems.
  - d. Suggest and, with PANYNJ, TSA and Airline approval only, make necessary changes to the Programmable Logic Controllers (in non-tracked areas only) to maintain and/or enhance the performance of the baggage handling system (changes may require recertification of the system).
  - e. Provide preventive maintenance (PM) services, clean, inspect, lubricate, adjust/track, Troubleshooting and repair for all mechanical equipment.  
-The following list is a general outline of their job duties and is not to be construed as "all inclusive".
    - Conveyor belting, end rolls, drive rolls, snub rolls, take-up rolls, etc.
    - Conveyor drive assemblies (motors, gear boxes, drive belts, v-belts etc.)
    - Conveyor supports (ceiling hangers, leg supports, etc.)
    - All diverters and associated equipment that direct baggage flow.
    - Trouble-shoot and repair all mechanical faults
    - Responsible for general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris. This shall include regularly cleaning out all debris-collecting gap pans.
  - f. Provide preventive maintenance services, clean, troubleshooting and repair for all electrical/controls equipment. The following list is a general outline of Mechanic's job duties and is not to be construed as "all inclusive". - Programmable Logic Controls, Input/output components, and communications hardware
    - Tuning and Optimizing of the Programmable Logic Controllers (PLC) Program when deemed necessary/warranted. Under no conditions shall the Contractor perform any modifications to any PLC code for tracked areas. This work must be performed in conjunction with PANYNJ Operations, Maintenance and TSA.
- 5) In maintaining the equipment, the Contractor shall conform to the specifications of the latest edition and all subsequent updates of the maintenance manuals listed in the section of the Information For Bidders entitled "Reference Documents", unless the Manager orders a different procedure in writing. The Authority will furnish one copy of each manual to the Contractor.
- 6) The Contractor shall supply itself with sufficientCopies of such manuals and shall obtain any updated material issued for such manuals and shall propose to the Manager, for approval, revisions to the manuals as such revisions become necessary. Such approved revisions shall be included in the Contractor's copies of the manuals, and Contractor shall supply the Authority with copies of such revisions for inclusion in its manuals.

- 7) Upon expiration or other termination of this Contract, all such manuals procured by the Contractor as updated shall become the property of the Authority.
- 8) The Contractor shall perform maintenance service for each system at the frequencies noted below. The "Baggage Belt Maintenance Periodic Inspections", specified in this agreement indicate the maintenance routines required to be performed monthly. Any revisions to an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager reserves the right to revise an established maintenance work schedule by giving the Contractor one week's notice and at no additional cost to the Authority.
- 9) Maintenance shall be performed so as not to interfere with public travel or baggage belt operation as determined by the Manager. No system will be removed from service without first getting approval from the Port Authority Control Center or Terminal Service Staff.
- 10) The Authority shall have the right to have others repair and replace any component of the Belt Systems. Components of the Belt Systems that are repaired, replaced or refinished by the Contractor or by others shall be nevertheless inspected, checked and serviced by the Contractor at no additional cost to the Authority.
- 11) Upon the completion of each maintenance routine, the Contractor shall submit to the Manager a report detailing the condition of the equipment and his/her recommendations.
- 12) On completion of a maintenance routine, the Contractor shall review with the Manager the performance of each belt and make recommendations for improvements.
- 13) The Contractor shall correct any equipment or operational deficiencies discovered as a result of periodic inspections and test conducted by the Authority and/or the Contractor. Corrections made by the Contractor which are performed under Routine Maintenance procedures, shall be at no additional cost to the Authority, except if such work is determined to be Extra Work.
- 14) In order to make replacements and repairs for the Baggage Belt Systems as expeditiously as possible, the Contractor shall stock, keep and maintain on the Facility a sufficient supply of materials such as minor parts, tools or other equipment as may be necessary to make such replacements and repairs, and establish means to obtain other parts from the equipment Manufacturer in an expeditious manner. However, except for lubricants, hydraulic fluids and "minor parts" which must be provided by the Contractor, the Contractor must be prepared to purchase, upon request by the Manager, any required parts or components. An inventory of all tools and parts must be performed annually under the supervision of the Port Authority and monthly inventory reports will be requested. The Contractor will be responsible for all discrepancies in said inventory upon expiration of Contract.
- 15) The Mechanic will be expected to perform any and all repairs required that are found during normal Routine Maintenance at the time of finding the deficiency to at the minimum get part/equipment/section working safely until a more permanent fix can be accomplished. However, repairs will be reimbursed and performed following the description above under "specific definitions" as well as following cost for labor and materials under the bidders agreed upon "unit prices" as described in Section IV of the Pricing Sheets and accepted by Port Authority.

- 16) The Authority shall have the right to remove the subject equipment or any items thereof from service hereunder. Any work, which must be performed, in order to take the subject equipment out of service and/or to return to service, the Contractor shall return it to service if ordered by the Manager and the Contractor shall be compensated therefor in accordance with the provisions of this agreement in the description entitled "Non Routine Maintenance".
- 17) Servicing of the Baggage Belts located in the Terminal B International Facility and a portion of Terminal A shall be performed according to Manufacturer's specifications and recommendations. Servicing is considered to include periodic inspections, checks and minor adjustments on the system equipment as well as periodic lubrication, cleaning and replacement of system level components. All systems must be checked and tested for proper performance upon completion of these procedures. All PLC's must be monitored and repaired to insure efficiency. When performing Daily Inspections, Monthly Inspections, Quarterly Inspections, Semi-Annual Inspections and Annual Inspections of all Baggage Belt Systems, the Contractor will provide the Port Authority with an approved inspection report.
- A. Under the Contractor's general supervision, Baggage Belt Mechanics are responsible for complex mechanical, electrical and electronic equipment. Perform duties involving the diagnosis, repair and maintenance of complex mechanical equipment, as well as technically involved auxiliary and control systems. Work is highly specialized in nature and requires an extensive and sound knowledge of mechanical, electrical and electronic experience. Work is performed under circumstances requiring unusual techniques and exceptional judgment.
- B. The Contractor shall provide Baggage Belt Mechanics that will perform all required maintenance functions on the systems including Manufacturer's specifications and recommendations for periodic maintenance routines. The Contractor shall assign mechanics to be available as directed by the General Manager.
- 18) All maintenance personnel will be required to pass a Contractor administered written examination, which has been approved by the Authority, prior to assignment to the Contract.
- 19) The Contractor's maintenance personnel shall report to their immediate Supervisor, who in turn will report to their Manager who will in turn report to the General Site Manager or a designated representative at the start and completion of each Routine Maintenance and Non-Routines.
- 20) The Contractor will be responsible for providing all safety related items such as but not limited to hard hats, safety cones, gloves, eye protection, rags, hand cleaner, first aid kits, eye wash stations, respirators etc.

#### **H Basic Requirements**

1. Performs skilled mechanical work involving inspection, modifications, maintenance and repair on complex special equipment such as auxiliary and control systems, and diagnosis, modifications, alterations, maintenance and repair of mechanical, hydraulic, pneumatic and electrical equipment directly related to Baggage Belts, Carousels and PLC's.
2. Inspects all the critical areas (i.e., mechanical, hydraulic, pneumatic, electronic and electrical systems).

## **I Major Functions**

1. Investigates routine and non-routine malfunctions of standard or specialized mechanical equipment and auxiliary systems. Conducts various tests, repairs, and may lead other qualified maintenance personnel in the repair and maintenance of such equipment.
2. Prepares reports on equipment failure or malfunctioning resulting from other than normal wear and tear, and may recommend modifications to the equipment which are designed to improve operation and performance.
3. Participates in and performs daily, weekly, monthly, quarterly, semi-annual, and annual preventive maintenance and other inspections on Baggage Belt Systems in accordance with printed maintenance guides, verbal instructions and normal trade practices. Notes and report any defects found during the inspection to a Supervisor.
4. Inspects, test and diagnoses equipment performance, using standard instrumentation and diagnostic techniques. Makes all types of repairs both routine and non-routine and adjustments as necessary.
5. Performs testing and unit rebuilding hydraulic, electrical, pneumatic, electronic and other components.
6. Inspects, locates and diagnoses malfunctions on each system.
7. Maintains and repairs or replaces a variety of mechanical equipment and all baggage belts and associated equipment.
8. Troubleshoots electrical problems.
9. Maintains Baggage Room Speed Bumps and Belt Protectors.

## **J Knowledge, Ability and Experience Requirements**

1. Experience in the maintenance and repair of complex mechanical equipment, e.g., hydraulic, pneumatic, electronic, electrical.
2. Knowledge of electrical systems (24V Control Wiring, 110 V, 220 V and 440 V).
3. Experience in rigging equipment.

**K**     **Electrician**

- 1)     Must be a licensed, class A, journey person electrician licensed in the State of New Jersey.
- 2)     The job requires a knowledge of 1) installations, alterations and repair methods including troubleshooting procedures for electrical equipment and systems, 2) the tools and materials used in the electrical trade, 3) basic principles and theory of electricity, and 4) applicable electrical codes and safety precautions and voltage.

All work must comply with National Electrical Code. All new work or modification to the existing work must be submitted to the Manager for approval. The work will be inspected by Port Authority electrical staff and any discrepancies will be promptly corrected at the Contractor's expense.

**L**     **Certified Welder/Cutter**

1. Perform all welding involving structural supporting members to the belt system or any other application where personnel or the public will be exposed to such welded applications.
2. The Contractor must also supply qualified personnel to operate gas type cutting or welding.
3. Permits must be filed with the Authority fire marshal.

**VIII BAGGAGE BELT MECHANIC NON-ROUTINE**

Contractor will not be permitted to forego regular Routine(s) to perform Non-Routines unless written permission is requested to and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS manufacturer suggests routines and the Contractor is to follow its suggested routines or modify the routines as long as it is equal to or better than if updated by the manufacturer of the BHS the Contractor to follow updated suggestions.

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Non-Routine work is not at the discretion of the Contractor. All work thought to be Non-Routine by the Contractor must be discussed with the General Manager before approval will be given.

If approval for Non-Routine work is granted, it will be carried out and reimbursed according to the description above of "Non-Routine".

Baggage Belt Mechanics assigned to non-routine work must meet the same criteria set out for a Baggage Belt Mechanic performing work under routine maintenance.

## **IX NON-ROUTINE MAINTENANCE; COMPENSATION/EMERGENCY SERVICE.**

The Contractor shall perform all non-minor repairs and replacements regardless of the cause thereof and the Authority will pay the Contractor under the provisions of this Contract where the need for the repair is not due to the fault of the Contractor.

Reimbursement for such repairs will follow Major/Minor Repair/s or Major/Minor Part.

Non-Routines will consist of work needing to be done above and beyond what will be considered normal wear and tear or beyond the understanding of Routine. The Contractor shall obtain authorization from the General Manager to schedule Non-Routines.

The Contractor will bring in additional staff to complete Non-Routine work in order to prevent using scheduled routine staff. However, an exception to this will be if permission to defer a Routine is granted by the General Manager and there will not be a significant set back in the Routine schedule and the Contractor can demonstrate that deferring a Routine will not adversely impact the system. In addition, the regular Routine must be rescheduled to the satisfaction of the General Manager. It is unacceptable to avoid doing the Routine all together.

All expendable materials such as rags, oil, lubricants, bulbs (any kind, except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Said service shall be performed, as required by the Manager, at any time, twenty-four (24) hours per day, seven (7) days per week, including holidays. However, no repair or replacement work, which the Contractor deems to entitle it to compensation for Non-Routine Maintenance, shall be performed without the prior approval of the Manager. It shall be presumed that all repairs and replacements of minor parts required under "Routine Maintenance" are the responsibility of the Contractor and that the Contractor shall be entitled to no additional compensation unless the Contractor can demonstrate that the work request is of a Non-Routine nature. Any Non-Routine work will not begin until the General Manager approves the request.

### **A. COMPENSATION**

Whenever any work is performed by the Contractor and the Contractor has received approval from the Manager, that such work is to be classified as Non-Routine maintenance, the Contractor shall, as a condition precedent to payment for such work, furnish to the Manager or his authorized representative at the end of each day daily time slips showing (a) the name and number of each employee employed on such work, and the number of hours employed thereon, and (b) a brief description of the nature of the work performed and a list of materials used. This information shall

be supplemented by the Contractor at a later date with a statement indicating from whom the material was purchased and the amount paid therefore or copy of the Contractor's price list, and all of the rates used in computing compensation for labor. Such daily time slips and memoranda are for the purpose of enabling the Manager or his authorized representative to determine the amounts to be paid to the Contractor; accordingly, failure on the part of the Contractor to furnish them with respect to any particular work shall be deemed to constitute a conclusive and binding determination on the Contractor's part that such work does not entitle the Contractor to additional compensation, and shall constitute a waiver by the Contractor of any claims for such additional compensation.

Payment for each hour of labor expended in the performance of Non-Routine maintenance shall be at the rate set forth by the Contractor on the Contractor Pricing Sheet(s). Payment for all parts and material provided shall be in accordance with the following:

When it is necessary for the Contractor to replace any part or material during the performance of Non-Routine Maintenance under this Agreement, the Contractor shall first submit to the Authority for its approval the name of the item, the identifying number therefore, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that the Authority is to be billed therefore said price being the Contractor's list price for such parts and/or materials or, if no list price exists, that price quoted to most favored customers for similar parts and/or materials in similar quantity. The Authority shall have the option of (a) approving same; which approval shall be in writing or (b) supplying said material to the Contractor itself. In the event of (a), the Contractor shall be compensated for the "Net Price" of the material or the list or most favored customer price, as applicable in the case of material supplied by the Contractor, plus the percentage amount inserted by the Contractor on the Contractor's Pricing Sheets.

"Net Price" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for use in performing his obligation hereunder provided such purchase has received the prior written approval of the Authority as required herein.

The Contractor shall not be required to install additional equipment or appurtenances, other than that required for the maintenance of the equipment, even though such are recommended and required by insurance companies, or by governmental authorities, without additional compensation therefore. If directed by the Manager to install any such additional equipment or appurtenances, they shall be considered Extra Work and the Contractor shall be compensated as set forth in the section of the Form of Contract entitled "Extra Work".

Components requiring replacement under this Contract shall be replaced with new components of current design as recommended by the manufacturer or equal as approved by the Manager. Lubricants and hydraulic fluid shall be as specified by the manufacturer.

## **B. EMERGENCY RESPONSE**

The Contractor shall furnish Emergency Service within one (1) hour after the Manager's request for Emergency Service. Emergency Service shall be available on the basis of twenty-four hours per day, seven (7) days per week, including holidays. All malfunctions or inefficient or improper operation of

the equipment shall be investigated by the Contractor and the cause thereof forthwith repaired, removed, adjusted or otherwise attended to, so that the equipment is restored to proper operation at the earliest possible time. In the event the Contractor is directed by the Manager to perform Emergency Service as herein defined, the Contractor shall be compensated as provided in this section of the specifications entitled, "Non-Routine Maintenance", provided the need for the repair is not due to the Contractor's fault (such as due to lack of maintenance or neglect by the contractor).

**X BAGGAGE BELT SCHEDULE OF MANPOWER**

a) The Contractor shall furnish Maintenance and Operations Service for the 18 Baggage Belt Systems located in the Terminal B International Facility at Newark International Airport and Terminal A.

The Contractor shall furnish Maintenance and Operations Service for any additional Baggage Belt System, which may come under Port Authority control at the applicable Charge Per Hour inserted by the Contractor in the pricing sheets.

b) The following Schedule of hours shall be effective for the start of the Contract. (Note: The scheduled times listed below reflect the current needs for operator coverage at the Terminal A & Terminal B. These schedules will be adjusted as the need changes based on flight and passenger activity. The amount of hours could increase or decrease as provided herein. As a result, the Estimated Annual Hours indicated on the Contractors Pricing Sheets, are greater than the number of hours shown below. There is no guarantee that the total number of estimated hours will be utilized. This schedule is for 24 hours per day, 7 days per week 365 days per year coverage.

| <u>Position</u><br><u>Hours</u> | <u>Daily Hours</u> | <u>Weekly Hours</u> | <u>Annual</u> |
|---------------------------------|--------------------|---------------------|---------------|
| <b><u>Management</u></b>        |                    |                     |               |
| General Site Mgr.               | 8                  | 40                  | 2080          |
| Manager                         | 8                  | 40                  | 2080          |

|                           |           |            |             |
|---------------------------|-----------|------------|-------------|
| <b><u>Supervisors</u></b> |           |            |             |
| 2300-0730                 | 8         | 56         | 2920        |
| 0700-1530                 | 8         | 56         | 2920        |
| 1500-2330                 | 8         | 56         | 2920        |
| <b><u>Totals</u></b>      | <b>24</b> | <b>168</b> | <b>8736</b> |

|                                 |   |    |      |
|---------------------------------|---|----|------|
| <b><u>Systems Engineers</u></b> |   |    |      |
| 0500-1330                       | 8 | 56 | 2920 |
| 1200-2030                       | 8 | 56 | 2920 |

1600-0030

8

56

2920

**Totals****24****168****8736****Mechanics**

|                                   |            |             |              |
|-----------------------------------|------------|-------------|--------------|
| 2300-0730 - (Outbound Belts)      | 8          | 56          | 2920         |
| 2300-0730 - (Inbound Belts)       | 8          | 56          | 2920         |
| 2300-0730 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 2300-0730 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 2300-0730 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| <br>                              |            |             |              |
| 0500-1330 - (Terminal A TC3)      | 8          | 56          | 2920         |
| <br>                              |            |             |              |
| 0700-1530 - (Outbound Belts)      | 8          | 56          | 2920         |
| 0700-1530 - (Inbound Belts)       | 8          | 56          | 2920         |
| 0700-1530 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 0700-1530 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 0700-1530 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 0700-1530 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| <br>                              |            |             |              |
| 1300-2130 - (Terminal A TC3)      | 8          | 56          | 2920         |
| <br>                              |            |             |              |
| 1500-2330 - (Outbound Belts)      | 8          | 56          | 2920         |
| 1500-2330 - (Inbound Belts)       | 8          | 56          | 2920         |
| 1500-2330 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 1500-2330 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 1500-2330 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 1500-2330 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 1500-2330 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| 1500-2330 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| <br>                              |            |             |              |
| <b>Totals</b>                     | <b>168</b> | <b>1176</b> | <b>61320</b> |

**Baggage Belt Maintainers**

|                              |   |    |      |
|------------------------------|---|----|------|
| 2300-0730 - (CB1)            | 8 | 56 | 2920 |
| 2300-0730 - (OB1 - OB4)      | 8 | 56 | 2920 |
| <br>                         |   |    |      |
| 0500-1330 - (OB10)           | 8 | 56 | 2920 |
| 0500-1330 - (Terminal A TC3) | 8 | 56 | 2920 |
| <br>                         |   |    |      |
| 0700-1530 - (CB1)            | 8 | 56 | 2920 |
| 0700-1530 - (OB1 - OB4)      | 8 | 56 | 2920 |

**PART V - SPECIFICATIONS**

|                              |            |            |              |
|------------------------------|------------|------------|--------------|
| 1130-2000 - (RC1 & RC2)      | 8          | 56         | 2920         |
| 1130-2000 - (RC1 & RC2 CRSL) | 8          | 56         | 2920         |
| 1200-2030 - (Inbound CRSL)   | 8          | 56         | 2920         |
| 1300-2130 - (OB10)           | 8          | 56         | 2920         |
| 1300-2130 - (B2 CRSL)        | 8          | 56         | 2920         |
| 1300-2130 - (Terminal A TC3) | 8          | 56         | 2920         |
| 1300-2130 - (Tub Collection) | 8          | 56         | 2920         |
| 1500-2300 - (CB1)            | 8          | 56         | 2920         |
| 1500-2330 - (B3 CRSL)        | 8          | 56         | 2920         |
| 1500-2330 - (OB1 & OB2)      | 8          | 56         | 2920         |
| 1500-2330 - (OB3 & OB4)      | 8          | 56         | 2920         |
| <b><u>Totals</u></b>         | <b>136</b> | <b>952</b> | <b>49640</b> |

## **XI**

### **PERSONNEL REQUIREMENTS**

The Contractor shall use only experienced, skilled, competent, trained Baggage Belt Conveyor Systems Maintainers and Mechanics in the performance of the maintenance work. All work shall be performed by maintainers and mechanics supervised by the Contractor.

1. Maintainers shall have a minimum of two (2) years experience
2. Mechanics shall have a minimum three (3) years experience
3. Systems Engineers shall have a minimum three (3) years experience in system type knowledge and
4. General Site Manager shall have a minimum five (5) years experience
5. Manager shall have a minimum five (5) years experience
6. Supervisor shall have a minimum five (5) years experience.

It is not necessary for all the required experience to have been acquired with the Contractor's firm. The mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of these particular types of Baggage Belt Conveyor Systems. The Contractor shall, if requested by the Authority, furnish proof of this training and experience to the satisfaction of the Authority.

All Supervisors, Managers, General Site Manager, and Systems Engineers must be approved by the Port Authority Contract Administrator (General Manager). The personnel may be required to undergo an interview process including providing a resume.

No Site Manager, Manager, or Supervisor assigned hereunder by the Contractor shall directly perform the Maintenance and Operation services required by this Contract.

### **PART V - SPECIFICATIONS**

The General Site Manager, Manager and Supervisors assigned hereunder by the Contractor shall possess a valid driver's license and shall be able to speak and write in the English language.

The General Manager shall have the right to approve any General Site Manager, Manager or Supervisor proposed by the Contractor for assignment hereunder.

The General Site Manager, Managers and Supervisors assigned hereunder by the Contractor shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the General Manager with such proof of prior experience, including references, as the General Manager may request. The Contractor shall also provide the General Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five (5) years prior experience with respect to such individual.

If, in the opinion of the General Manager, any employee so assigned is performing his functions unsatisfactorily, the Contractor shall replace him/her within twenty-four (24) hours following the Contractor's receipt of the General Manager's request for such replacement.

The Contractor, its Mechanics and other personnel shall adhere to the Authority's safety standards and rules and shall comply with all directives issued in the interest of public safety and PA Customer Service good practices (A PA Customer Service Manual will be supplied) when so notified by the Manager. The Contractor's personnel shall immediately comply with all directives issued by the Authority's Police Officers. Failure to comply with authorized directives shall cause the Authority to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing work required 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 Port Authority Manager's staff.

The successful Contractor shall submit to The Authority the names and home addresses of employees who will perform maintenance work under this Contract. No employee will be permitted to work under this Contract without approval of The Authority. The Contractor shall obtain for its employees identification badges approved by The Authority, including SWAC and TWIC.

Thirty (30) days prior to the start of the Contract, the Contractor shall submit to the Manager a completed typewritten Newark Airport A.O.A. Security Identification Card Application for each of its employees working under this Contract. All employees working under this Contract will not be allowed to perform any of the Work unless such personnel have been approved, in advance, by the Authority upon the successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display (S.I.D.A.) class given by the Authority at the facility at no additional cost to the Authority.

Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged in maintenance work under this Contract.

## AIRPORT SECURITY PERSONNEL REQUIREMENTS

### 1) Security Requirements

Companies contracted by The Port Authority of NY & NJ to perform contractual services at Newark Liberty International Airport must have security identification badges. Therefore, the successful bidder, at the time of contract award, must submit a corporate package (company I.D. request package) to the Port Authority Security I.D. Office at Newark Liberty International Airport. The Contractor must designate a Company Issuing Officer(s) who will be responsible for processing all Security I.D. applications. Issuing Officer(s) must attend an Issuing Officer training session conducted by the Port Authority Security I.D. Office prior to being certified as an Issuing Officer and on an annual basis. Time for this necessary training is the responsibility of the Contractor and will not result in any additional cost to The Port Authority of NY & NJ.

A detailed description of the Issuing Officer's responsibilities can be obtained upon request, from the Port Authority Security I.D. office at Newark Liberty International Airport.

### 2) Personnel Requirements (Security)

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten Airport I.D. Card Application for each of its employees performing services under this Contract. No Resident Manager, Supervisor or Cleaner nor any cleaning personnel performing any of the Work hereunder in any of the Security Areas of Newark Liberty International Airport as designated by the Manager will be allowed to perform any of the Work at these areas unless such personnel have been approved. I.D. applicants must successfully undergo a Criminal History Records Check (CHRC) and Transportation Security Administration (TSA) Security Threat Assessment (STA) in order to obtain an I.D. card. Applicants who do not meet the CHRC and STA requirements will not be eligible to work at Newark Liberty International Airport on this Contract. There is a fingerprinting fee, please consult the ID Office for the fingerprinting fee amount. Applicants must:

Complete the Port Authority Security I.D. Application form (PA 3253) and present it to an authorized issuing officer for signature.

All vehicle operators must possess a valid driver's license

Complete and pass the SIDA and Port Authority Driver Training class if necessary.

Clear (CHRC) fingerprint background check and STA

Provide two forms of identification

*\*\*The CHRC takes an average of two weeks for approval, therefore, we urge applicants to submit their applications as soon as possible. The General Manager will provide the Security I.D. Application form (PA 3253)*

It will be the Contractor's responsibility to capture and return all expired or invalid I.D. cards to the Port Authority Security I.D. office at Newark Liberty International Airport. Failure to do so will preclude the Contractor from performing any further work on this contract or any other Port Authority Contract as well as subject the Contractor to administrative fees.

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

### 3) US Bureau Customs Bond Requirements

Dedicated personnel assigned to this Contract must also obtain a U.S. Customs Hologram for access to high security buildings. Staff must meet the established criteria required by the U.S. Bureau of Customs and Border protection. In addition, the Contractor must obtain an Airport Customs Security Area Bond. Currently a \$25,000 bond is required for 25 employees or less.

The Contractor shall comply with US Customs Regulation, 19, CFR 122.14 stating that:

*All parties whose personnel require access to Customs Security Areas at airports, that effective October 1, 1998, the Customs Service will require service companies, and all parties whose employees possess Customs Security holograms to post a bond which will guarantee payment of liquidated damages assess by Customs for any violation of the Customs Airport Security Program. These new regulations are set forth in the Customs Regulations, 19 CFR 122.14.*

The Customs Regulation as amended September 3, 1998 mandates that companies whose personnel possess security holograms post a bond with Customs, guaranteed by surety, assuring compliance with Customs Regulations applicable to Customs Security Areas. Under the amended regulations, violations will subject and employer to liquidated damages of \$1,000.00 per default from the bond agreement.

Employers operating in Customs Airport Security Areas will advise all their employees of the provision of the Customs Regulations relative to the security areas and require them to familiarize themselves with these provisions and to comply therewith. Failure to comply shall be considered as a default of the conditions of the employer's bond and shall subject the employer to liquidated damages as specified in its bond. The Contractor shall be responsible for any and all fees for its employees to obtain Customs Security Holograms.

## XII

### LIMITATION ON EMPLOYEE HOURS

No employee performing Classified Work hereunder shall be permitted to work more than eight (8) hours per day unless insufficient employees are available to perform the Maintenance and Operation services required and the Contractor has obtained the Manager's prior approval for the assignment of such additional hours. If both such conditions are met and the Contractor assigns additional hours,

the Contractor shall schedule the work so as to ensure that no employee works more than twelve (12) hours per day or resumes work less than eight (8) hours following such an extended shift. No additional payments for premium time shall be allowed to the Contractor under such circumstances. Payment for all such additional hours shall be at the rates applicable to the Work performed as such are set forth in on the Contractor's Pricing Sheets.

In the event that the Manager determines that an emergency exists at the Site of the Work so as to require the utilization of all available employees, he/she shall have the right to waive the above stated limitation on hours for such time as the emergency is in effect. In the event of such an emergency, the Manager may also, at his/her discretion, excuse the performance of regularly scheduled Work and direct that employees assigned thereto be reassigned to Work necessitated by the emergency. In such an event and only with respect to employees so reassigned, Work performed shall not be considered Extra Work and compensation for each hour expended therein shall be at the hourly rate set forth for Classified Work on the Contractor's Pricing Sheets.

There will be no OT billable only those rates agreed to in the Pricing Sheets.

### **XIII UNIFORMS AND IDENTIFICATION**

A. The Contractor shall provide uniforms to each employee performing Maintenance and Operation work required hereunder which shall be worn at all times during which such Work is being performed. Such uniforms shall include an approved EWR embroidery or patch. Each employee must have a company photo ID affixed to the uniform and visible. All insignias and identification badges shall be subject at all times to the Manager's approval.

The Contractor agrees that its employees will present a neat, clean and orderly appearance at all times. The Contractor will also be responsible for ensuring that its employees wear appropriate footwear (no sneakers) for the tasks performed. Personal clothing shall not be worn in any manner as will cover any part of the uniform. The Contractor shall outfit all employees with the following uniform inventory:

- 4-Collared type shirts (colors to be determined upon award)
- 4- Pair of work pants (black)
- 4- Mock style long sleeve, turtleneck shirts
- 1- Parka or winter type coat

The General 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 Work or to furnish the required number of employees at each location at the Site of the Work as specified.

B. No agent, employee or subcontractor of the Contractor will be permitted on or about the Facilities without a pass, permit or identification badge approved by the Manager. The Contractor shall obtain such passes, permits or identification badges for his employees. The badge shall list the name of the employee, show the employee's signature and shall contain a recent photograph of the employee. The name and address of the Contractor shall also appear on the badge. The identification badges shall be worn in a conspicuous and clearly visible position by all those engaged in the work

whenever they are at the Facilities. The Contractor agrees that all agents, employees, or subcontractors will present a neat clean orderly appearance at times while at the Facilities.

#### XIV

##### SPACE PROVIDED TO THE CONTRACTOR

The Authority will furnish the Contractor at no cost to the Contractor with non-exclusive locker space, lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's equipment, materials and supplies. Said facilities and space shall be designated by the *General Manager and may be changed at any time at his discretion. The Contractor shall not* conduct any business from this space other than what is specified in this agreement.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. *Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.*

#### XV

##### VEHICLE REQUIREMENTS

The Contractor shall furnish and maintain, for exclusive use by the Contractor's employees the at Airport 24 hours per day 7 days per week the following Vehicle to be used to transport baggage tubs, staff, equipment, parts and materials from one location to the next:

One (1) 6-passenger, pick-up truck, not more than three (3) model years old at any time, with hydraulic tail lift-gate, , all wheel drive or (4X4) with no more than 5,000 miles or approved equal. Vehicle must not have any oil leaks or any other type of fluid leaks including the burning (smoking) of any fluids that leave behind a "smoke like" appearance.

Vehicle must also be well maintained inside and out to give a proper, professional appearance to our airline customers. The General Manager will have the right to inspect and remove the vehicle from service if deemed necessary due to unsightly appearance or signs of neglect. Vehicle must be washed regularly at a minimum once every three weeks. This maintenance will be at the expense of the Contractor and is not reimbursable.

The vehicle must be equipped with air conditioning, heat, automatic transmissions, back-up alarms, steel bed-liners, roof mounted rotary yellow beacon safety light bar for maneuvering on the ramp areas and when parked in front of the terminals loading baggage tubs.

Must be easily identifiable; and must have the company name or logo prominently displayed.

The color, style, and identification of all vehicles shall be subject to the prior and on-going approval of the General Manager.

All costs related to the vehicle including, but not limited to insurance, fuel, oil cleaning, and maintenance are to be borne by the Contractor.

The Port Authority will only reimburse the Contractor for the rates as quoted on the Contractor's Price Sheet for the time the vehicles are in service at the Facility.

The vehicle will be operated only by a licensed driver that has satisfactory completed the Port Authority's "Aeronautical Driving Course" and the driver must carry the approval card that is issued upon completing said course and must also adhere to the established airport rules and regulations for the operation of motor vehicles.

## XVI

### Materials, Supplies and Equipment

#### A. Routine Maintenance (All Classified Work)

The Contractor shall supply all tools, supplies and equipment and routine maintenance parts and materials required for the performance of such work. None of these items supplied for Routine Maintenance shall be deemed a part of the inventory and are therefore the financial responsibility of the Contractor.

#### B. Non - Routine Maintenance

All specially designed tools, materials, parts, supplies required for the performance of such work, shall be provided by the Contractor or withdrawn from inventory as required. All said items provided by the Contractor should become the property of the Authority. All specialty tools permitted by the General Manager to be purchased for the repair of a Non-Routine and becoming the property of The Port Authority of NY & NJ must receive a Port Authority Property Tag.

The Contractor is responsible for the security, repair, and integrity of all tools and equipment as to be readily available at all times.

C. **Minor Part**

Any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

If it is less expensive for the Contractor and The Port Authority of NY & NJ to do a bulk order of parts (General Manager of PA to pre-approve) costing \$25.00 or less, \$25.00 will be deducted from the invoice and no mark-up will be granted only shipping cost (with no mark up on the shipping cost). The Port Authority shall approve any bulk procurement.

All expendable materials such as rags, oil, lubricants, bulbs (except where large orders of bulbs are made at the request of the Manager, then a bulk order may be made but will still carry a \$25.00 deductible for the order. The type of bulbs for example are for convenience lighting and safety not indicator bulbs), sprays, contact cleaners, are considered expendable items and are included in the base term price of the contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision.

C. **Major Part**

The Contractor will be reimbursed for any part amount over \$25.01 plus the agreed mark-up, plus shipping. The first \$25.00 will be the responsibility of the Contractor. If it is less expensive for the Contractor and the Port Authority to do a bulk order of parts (where one (1) is needed now but the rest will be used in the near future and can be placed in inventory) costing \$25.01 or more, \$25.00 will be deducted from the bulk purchase on the invoice, however mark-ups and shipping will remain as stated on the Pricing Sheets. The Contractor must obtain permission from the General Manager to use the bulk order provision.

C. **Inventory**

The Contractor shall maintain a sufficient quantity of items, as determined by the General Manager in discussion with the General Site Manager placed in the space provided by the Authority, to ensure the continuous operation of the Baggage Belt Systems. Items supplied for Classified Work shall not be deemed to form a part of inventory. Specialty Tools purchased for any approved Non-Routine job will not be permitted to receive Contractor's mark-up on tools or equipment provision in the Pricing Sheets as such tools will become the property of The Port Authority of NY & NJ.

The Contractor by way of its General Site Manager may suggest to the General Manager items to be kept in inventory or new items to be purchased in inventory, but no item shall be purchased without the written approval of the General Manager.

If required by the General Manager, the Contractor shall obtain a minimum of three bids for each purchase.

All items of inventory shall be, and remain at the termination of the Contract, the property of the Authority.

The Contractor shall track all purchases and record all items purchased on an inventory. The Port Authority will conduct monthly spot checks on the inventory and the Contractor will be responsible for the accuracy of the inventory and all associated items.

D). **TITLE TO MATERIALS, SUPPLIES, TOOLS, PARTS**

All materials, parts and supplies to become part of the baggage belts or to be expended in the maintenance and operation hereunder, and all other items, including all tools to become property of the Authority under this Contract, shall be and become the property of the Authority upon delivery to the Airport or upon being especially adapted for use for this Contract, whichever may first occur.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as maybe required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances and shall mark or otherwise identify all such items as the property of the Authority.

E). **INSPECTION OF TOOLS, EQUIPMENT, MAN-LIFTS, FORKLIFTS**

The Contractor will have a maintenance routine set in place for all tools and equipment to include an O.S.H.A approved inspection and preventative maintenance check on all man-lifts, forklifts and like equipment used by the Contractor. Proof of such will be provided to the General Manager upon request from the General Site Manager.

## **XVII Wages and Supplemental Benefits**

### **A. Definitions:**

- 1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract and other administrative personnel performing such duties exclusively.
- 2) "Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plans are not included as wages.
- 3) "Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included as Supplemental Benefits.
- 4) "Non-overtime Hours Worked" shall mean the straight-time hours actually worked by Employees under this contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid. There is no provision in this contract for "Overtime" hours worked.
- 5) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B. Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.**

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee

finally takes his/her vacation in February 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

- C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Wage/Salary and fair and reasonable Supplemental Benefits for each employee in each category as set forth below.

Minimum Hourly Wage:

Systems Engineer- \$25.98 (per hour)

Mechanic - \$17.61 (per hour)

Baggage Belt Maintainer - \$11.72 (per hour)

Supervisor - \$27.00 (per hour)

Minimum Annual Salary:

Manager - \$65,726 per year

General Site Manager - \$74,897 per year

- D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Minimum Hourly & Annual Salary for all the above noted employees, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee Wages/Salary higher than the Minimum Wage/Salary hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Wage/Salary per job title, set forth above, allows the Contractor to pay or provide some of its employees Wages/Salary that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.
- F. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the

paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

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

For records related to Wages and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

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

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

- H. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract.
- I. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages set forth herein (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's employees who have not been paid the proper wages (or to the Port Authority for retention

by the Port Authority until such time as the Contractor's employees are paid), or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

- J. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment(s) due to the Contractor under this Contract.
- K. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

#### **1) Health Benefits for Full-Time Employees**

##### **A. Definition:**

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

- B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

- 1) Health benefits shall be provided to Employees and their families.

- 2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:
- i. up to and including family coverage, as applicable
  - ii. inpatient hospital services
  - iii. outpatient surgical facility
  - iv. emergency room services
  - v. prenatal services
  - vi. well visits/immunizations/routine visits for illness
  - vii. prescription drug benefit
- 3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees, furnish health benefits:
- The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
- The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
- The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
- 5) Health Benefits shall be provided to Full Time Employees and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

## 2) Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to his or her workmen, laborers, carpenters, mechanics, welders and electricians (Class A) (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 as determined by the Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the State of New Jersey, County of Essex and County of Union for the locality and for the period of time the work is performed. The provisions of this clause are inserted in this Contract for the benefit of such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) less than the rates of wages and supplements above described, such workmen, 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) for the minimum hereinbefore described.

ATTACHMENT B

# MCS Electrical Contractors, Inc.

1433 Route 34 South, Bldg. B, Farmingdale, NJ 07727, NJ Electrical Lic. #8628

Phone: (866)-343-5197, Fax: 732-751-135 Email: info@mcs-automation.com

December 13, 2010

Mr. Richard A. Grehl  
The Port Authority of New York & New Jersey  
One Madison Avenue - 7<sup>th</sup> Floor  
New York, NY 10010

Subject: Bid Number 23230: Operate and Maintain 18 Baggage Belt Conveyor Systems and  
Associated Carousels at Newark Liberty International Airport

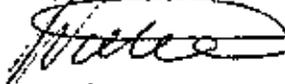
Dear Mr. Grehl:

Attached to this letter is our proposal entitled "MCS Service Proposal Port Authority of New York & New Jersey Newark Liberty International Airport (EWR) Terminal B Baggage Conveyor System Maintenance Diagnostic System (MDS) Proposal" dated December 13, 2010 to provide support services for a contract expected to be released as a result of Bid Number 23230.

We agree that the Port Authority of New York & New Jersey and the bidder whose bid is accepted for the contract shall be the beneficiaries of this agreement and shall have a direct right of action against us in the event of a breach.

Our offer to sell shall be irrevocable for a period of 180 days after opening of the bids for Bid Number 23230.

Respectfully yours,



Joe Valente  
President  
MCS Automation  
MCS Electrical Contracting, Inc.

# **MCS Service Proposal**

**Port Authority of New York & New Jersey  
Newark Liberty International Airport (EWR)**

**Terminal B**

**Baggage Conveyor System**

## **Maintenance Diagnostic System (MDS) Proposal**

**Date: December 13, 2010**

**A comprehensive proposal detailing our intended scope and pricing in our alliance with PANYNJ.**

# MCS Service Proposal

## Maintenance Diagnostic System Proposal

---

### System Description

The EWR Terminal B BHS MDS System is a terminal wide Maintenance Diagnostics Computer System that was installed in 2008 as part of PANYNJ Contract Number EWR-254.002. This project involved the installation and commissioning of 11 new Inline Baggage Screening Machines throughout the terminal.

*Along with the Baggage System, the MDS System was installed in the Terminal B Control Room and is the central monitoring and diagnostics tool used by Maintenance Personnel to ensure the proper operation of the BHS Systems installed under that contract. Aside from being an important diagnostic/reporting tool for the Maintenance Staff, the MDS also serves as a critical reporting tool necessary to meet the mandatory daily reporting needs of the Local TSA in their effort to monitor and report on the daily operation of the CBIS.*

Therefore, the availability and proper operation of the MDS System is a CRITICAL part of the successful operation of the Terminal B Baggage Handling Systems. To keep the entire system operating smoothly it is necessary for personnel, which are fully qualified technicians, to perform the diagnostics and regular detailed maintenance required on the system of this scale and complexity.

The Terminal B MDS Computer System is comprised of the following computer/server components:

- Two Rack mounted Servers operating in a redundant configuration, each running the following custom configured software:
  - Microsoft Windows Server 2003 R2
  - Microsoft SQL Server 2005
  - Microsoft Internet Information Services
  - Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct Driver Suite
  - Iconics DataWorx32 9.13 Redundant
  - Iconics AlarmWorx32 9.13 Redundant
  - Iconics AlarmWorxLogger32 9.13 Redundant
  - Iconics ReportWorx32 Standard 9.13
  - Iconics WebHMI Server
  - Microsoft Office Excel 2007 (Required for ReportWorx32)

# MCS Service Proposal

- Two Workstations in a Quad Monitor configuration, each running the following custom configured software:
  - Microsoft Windows XP SP2
  - Iconics Genesis32 9.13 Redundant
  - Iconics Genesis32 VBA Scripting Environment
  - CLI ThinClient Manager
- Twelve Panel Mounted ThinClient Computers with attached 19" Touchscreen monitors, each running the following software:
  - Microsoft Windows XP Embedded
  - Microsoft Internet Explorer
- One HP MediaVault Backup File Server with dual hard drives in a Raid 1 configuration.

The MDS System was developed using the stated software programs/platforms, however it was designed and built specifically to fit the needs of the project using the Iconics GraphWorx32 Development Platform. As such, it is a highly customized set of proprietary applications built using a combination of standard available GraphWorx32 customization features and a high degree of custom API (application programming interface) scripting and programming.

To connect the MDS Computer System to the PLCs from which it collects and analyzes its data, a Terminal Wide Redundant, Fiber-Optic Ethernet Network was installed. The Ethernet Network connects the Control Room Servers to the Ethernet Adapters of the ten PLCs located throughout the terminal. The backbone of the network is a series of Redundant Managed Ethernet Switches, located throughout the terminal and configured to use X-Ring Redundancy.

To keep the MDS Hardware and Software functioning optimally it will be necessary for fully qualified personnel with a proven, deep understanding of ALL of the stated Hardware Platforms and Software Programs/Packages to perform routine maintenance on the system. The following qualifications outline the specific product/industry knowledge that would be require of an MDS Technician.

# MCS Service Proposal

## Required Qualifications of MDS Technician(s)

### Software

- Microsoft SQL Server Database
  - Have in depth knowledge of structure and operational needs of relational databases.
  - Ability to run Archiving, Re-Indexing, and other maintenance routines on the SQL Server databases
  - Ability to understand, write, and maintain SQL Queries, Triggers, and Stored Procedures.
  
- OPC Servers
  - Have in depth understanding of OLE for Process Control (OPC).
  - Manage and expand OPC Tag Databases.
  
- Allen-Bradley ControlLogix Programmable Logic Controllers
  - Fully versed in RSLogix 5000 programming language.
  - Complete knowledge of Logix family PLC I/O structure.
  - Experience implementing and troubleshooting solutions built using the Logix family EtherNet/IP communication cards using CIP.
  - Experience implementing and troubleshooting solutions built using ControlNet Communications hardware and software protocols.
  - Full understanding of Logix family PLC Tag based I/O.
  - Full understanding of RSLogics Modular programming techniques.
  - Familiar with "User Defined Type" (UDTs) Data types and their uses.
  
- Industrial Networking Skills
  - General Experience troubleshooting Ethernet Networks containing Fiber Optics.
  - Experience Configuring and Troubleshooting Managed Switches
  - Experience troubleshooting of advanced network topologies using features such as X-Ring Redundancy, IGMP Snooping, Port Trunking, and VLANs.
  - Thorough understanding of the Ethernet/IP stack and the CIP protocol.

# MCS Service Proposal

- **ICONICS Genesis32 Graphical Interface Program and components**
  - Training and Experience developing and troubleshooting solutions built in the Iconics Genesis32 Development Platform. Experience with the Graphworx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32 is necessary.
  - Diagnose and solve problems with system Graphics Screens.
  - Diagnose and solve problems with system Data manager (DataWorx), Alarm Manager (AlarmWorx) and Alarm Logger (AlarmWorxLogger).
  - Experience developing and troubleshooting reports using ReportWorx32.
  - Proficient in Visual Basic for Applications (VBA) and able to diagnose and solve problems with any of the various custom VBA scripts embedded in the MDS software application.
  - Full understanding of the relationship and dependencies of a HMI program, PLC program & Computer system network environment.

## **Hardware**

- **Computers**
  - Ability to administer, maintain and troubleshoot servers in a redundant environment.
  - Ability to Administer and troubleshoot an Active Directory Cluster.
  - Experience Administering Windows Group Policies.
  - Ability to Administer, maintain and troubleshoot Workstations in a redundant environment.
  - Ability to change out computer hardware and rebuild software environment to match original configuration.
- **Allen-Bradley & Legacy KOYO Programmable Logic Controllers.**
  - Ability to diagnose problems with I/O hardware, isolate & repair.
  - Ability to diagnose problems with communication hardware, isolate & repair.
- **Miscellaneous Hardware Components**
  - Working knowledge of Thin Client hardware, HMIWeb Interface and Touchscreen monitors in a Network environment.
  - Working knowledge of EtherNet to Serial Converters in an EtherNet/IP Network environment.
  - Familiarity with large format LED displays and Serial Label Printers.
  - Complete working knowledge of Redundant Managed EtherNet Switches and Redundant Ring applications.
  - Working knowledge of EtherNet communications over CAT5 & Single Mode Fiber Optic Networks.

# MCS Service Proposal

## Baggage Screening System

- GE CTX Machines
  - Working knowledge of CTX machine operation from an integration standpoint.
  - Experience with FDR Reports generated by CTX equipment and how this data relates to the MDS processes and Maintenance/TSA Procedures.
  - Familiarity with TSA PTRI & TRI computer functions (Image Decisions & Image Display)
- Baggage Tracking System
  - Working knowledge of how baggage is to be handled at insertion points and the effects of "Bag Hygiene" on tracking system efficiencies.
  - Familiarity with Photoeyes and Pulse Generators (Encoders) and their functionality and purpose within the Tracking Zones.

## Typical Tasks which may be required to be performed by MDS Technician

- Including but not limited to:
  - 1) Generate and Store Exports of the Kepware, DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.
  - 2) Check for free Server disk drive space and manage disk drive accordingly.
  - 3) Run complete Backups and Virus Scans on each of the two Servers disks.
  - 4) Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.
  - 5) Simulate Server failover to verify Server Redundancy operation.
  - 6) Ensure Reports are operational and available to be run by operators.
  - 7) Run Complete Backups and Virus Scans on each of the two Workstations.
  - 8) Check for free Workstation disk drive space and manage disk drive accordingly.
  - 9) Archive old Reports.
  - 10) Ensure PLC code integrity is maintained in each PLC. *Note: PLC code cannot be modified in any way without authorization of PANYNJ project manager.*
  - 11) Ensure both Primary and Secondary PLCs are functional.
  - 12) Review Daily Operational Logs, review any noted system issues with Maintenance Staff.
  - 13) Analyze collected data to reconcile differences in data reported by TSA/CTX system and MDS in the event of a discrepancy or unexpected event.
  - 14) Be responsive to requests for assistance by maintenance personnel in troubleshooting problems with all electrical elements of the Outbound Baggage Conveyor Systems.

# MCS Service Proposal

## Proposal Detail

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*To Furnish Maintenance Services for Terminal B Inline Baggage Screening Conveyors Maintenance Diagnostic System (MDS).*

MCS Automation proposes to furnish the services outlined above subject to the below listed qualifications:

### **1) Term of Proposal**

This proposal provides for furnishing the technical support necessary to maintain the MDS hardware and software in operational condition as described above.

The proposed term of the agreement is for three years with an option to extend the agreement for an additional three years. The price of an extension to an existing agreement shall increase by One and One Half Percent (1.5 %) for each of the subsequent three option years. All purchased materials and equipment (ICONICS/Genesis SupportWorx License Maintenance Agreement and/or replacement parts) will be priced at their current cost at the time of purchase.

### **2) Software Maintenance License**

Under this proposal MCS will purchase, for the PANYNJ, the Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for each of the three (3) years covered by this proposal. (See page 9 for the cost associated with license procurement)

ICONICS software packages that require SupportWorx License Maintenance Agreement are Graphworx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32.

### **3) System Maintenance**

Routine administrative maintenance chores will be performed on-site on a monthly basis at scheduled intervals. See "Routine Scheduled Tasks" on page 10.

It is not the intent of this proposal to provide a full time technician on site at any time.

### **4) Service Availability**

It may be required that an experienced MDS Technician be available for emergency or pre-arranged service calls (Billable at the hourly rates detailed herein). In these events, MCS

# MCS Service Proposal

Automation WILL have a Technician available onsite within 4 hours of notification to provide support/assistance, in the diagnosis, repair and/or replacement of malfunctioning equipment.

Such on site, Remote Telephone or Computer Service is outside the scope of this proposal but shall be made available subject to the attached hourly service rates. See "Service Rates" on page 11.

## 5) Replacement Parts

Replacement parts are not included in the base proposal but a list of critical spare parts for the Maintenance Diagnostic System is provided as an option. This list represents those essential pre-configured & tested items we feel are necessary to have on site, in case of a catastrophic failure. See "Spare Parts" on page 12.

## 6) Documentation and Escrow

6.1) During the term of this proposal MCS will assemble all Application Configuration Files, database scripts, etc. that would be necessary to reconstruct the MDS System, should the need arise. In addition, all of the PLC System(s) code files would be provided as well as the installation media for the necessary application, server, and development Software, to include:

- Microsoft SQL Server 2005
- Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct Driver Suite
- Iconics DataWorx32 9.13 Redundant
- Iconics AlarmWorx32 9.13 Redundant
- Iconics AlarmWorxLogger32 9.13 Redundant
- Iconics ReportWorx32 Standard 9.13
- Iconics WebHMI Server 9.13
- Iconics Graphworx32 9.13
- Microsoft Office Excel 2007 (Required for ReportWorx32)
- Rockwell RSLogix5000 Professional

All software elements will be provided for PANYNJ to Escrow.

6.2) MCS will compile a set of PDF documents consisting of all BHS & MDS related drawings, spare parts list, operating instructions, Network Configuration files, and Hardware manuals.

*Under the terms of this proposal MCS may be requested to assist in the solution of system malfunctions involving other areas of the Baggage Handling System such as Network Switches,*

MCS Automation Division of MCS Electrical Contracting, Inc. 1433 Route 34 South Farmingdale, New Jersey 07727  
Phone: (732) 346-4626 Fax: 732-751-0135 Email: info@mcs-automation.com

# MCS Service Proposal

PLC components, Variable Frequency Drives etc. Therefore it would be useful for MCS to be provided with a complete listing of the type and quantities of all existing electrical component spare parts and their location.

## Pricing

**On-Site Monthly Maintenance for Three Year Period**

*Fifty Thousand Four Hundred Dollars* ..... \$ 50,400.00

*To be invoiced each month for 36 months pro-rated at \$1,400.00 per month, NET 30 Days.*

**One Time Charge for Escrow Documentation Package**

*Thirty One Thousand Two Hundred Fifty Dollars*..... \$ 31,250.00

**Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for three Year Period:**

*Thirty Two Thousand Seven Hundred Eighty Six Dollars*..... \$ 32,784.00

*To be invoiced annually at a rate of \$10,928 per year, NET 30 Days.*

**Total Price for Maintenance, Escrow Package and SupportWorx Licensing:**

*One Hundred Fourteen Thousand Four Hundred Thirty Four Dollars*..... \$ 114,434.00

The above pricing would cover scheduled maintenance visits and software support licensing as defined previously in this proposal. For unscheduled service or repair calls the cost would be as described in "Service Rates". All replacement parts, when requested will be furnished by MCS on a cost plus basis unless the spare parts option is purchased. See "Spare Parts" on page 12.

Compilation of the Escrow Package would begin subsequent to the acceptance and execution of this proposal and the receipt of a binding purchase order.

# MCS Service Proposal

## Routine Scheduled Tasks

| Task   | Monthly | Quarterly |
|--|---------|-----------|
| Generate and Store Exports of the Kepware, DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.                               |         | X         |
| Check for free Server disk drive space and manage disk drive accordingly.  | X       |           |
| Run complete Backups and Virus Scans on each of the two Servers disks. (Note: All Server data is backed up daily to local Raid One NAS drive located in Server Rack) |         | X         |
| Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.                          | X       |           |
| Simulate Server failover to verify Server Redundancy operation.  | X       |           |
| Ensure Reports are operational and available to be run by operators.   | X       |           |
| Run Complete Backups and Virus Scans on each of the two Workstations.  |         | X         |
| Check for free Workstation disk drive space and manage disk drive accordingly.   | X       |           |
| Archive old Reports.   |         | X         |
| Ensure PLC code Integrity is maintained in each PLC. Note: PLC code <u>cannot be modified</u> in any way without authorization of PANYNJ project manager.            | X       |           |
| Ensure both Primary and Secondary PLCs are functional.   | X       |           |
| Review Daily Operational Logs, review any noted system issues with Maintenance Staff.  | X       |           |

# MCS Service Proposal

## Service Rates

### On Site Engineering Support

|  | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM – 3:30 PM<br>Overtime – Sat & Weekdays After 3:30 PM |
|--|------------|-----------|--------------------|--|
|  | \$ 125.00  | \$ 187.50 | \$ 250.00          | + mileage, tolls & parking   |

In the event that the PANYNJ Conveyor Maintenance Contractor requests MCS assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. For example work related to: Diagnosis or repair to the CAT6, ControlNet or Fiber Optic Communication System including any of the network switches, PLC communication cards; VFDs replacement, setup and/or configuration; Problems with interfaces with the CTX Machines, High Speed Diverters or Vertical Sorters. For unscheduled service or repair calls the cost would be hourly rates above with a four (4) hour minimum plus expenses.

### On Site Electrical Support

|                 | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM – 3:30 PM<br>Overtime – Sat & Weekdays After 3:30 PM |
|-----------------|------------|-----------|--------------------|--|
| Foreman         | \$ 120.29  | \$ 180.44 | \$ 240.59          | + mileage, tolls & parking   |
| Journeyman      | \$ 105.52  | \$ 158.28 | \$ 211.04          | + mileage, tolls & parking   |
| General Foreman | \$ 126.55  | \$ 189.83 | \$ 253.11          | + mileage, tolls & parking   |

In the event that MCS is requested to provide IBEW electricians to perform electrical repairs or modifications the above rates will prevail. Rates are valid thru 5/31/2011 and are expected to increase by 3% per year thereafter. For unscheduled service or repair calls involving IBEW electricians the cost would be hourly rates above with a four (4) hour minimum plus expenses. For calls outside of normal 7:00 AM to 3:30 PM working hours exceeding 4 hours but less than 8 hours will be billed at a minimum of 8 hours. Physical repairs to the Fiber Optic cabling system would fall under the scope of IBEW electricians.

### Off Site Remote Phone or Computer Support

|  | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM – 3:30 PM<br>Overtime – Sat & Weekdays After 3:30 PM |
|--|------------|-----------|--------------------|--|
|  | \$ 125.00  | \$ 187.50 | \$ 250.00          |  |

Should the PANYNJ Conveyor Maintenance Contractor contact MCS requesting phone assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. Phone service charges will be subjected to a 15 minute minimum.

# MCS Service Proposal

## Spare Parts List

| Manufacturer        | Device              | Part Number                  |
|---------------------|---------------------|------------------------------|
| Hewlett-Packard     | Printer             | LaserJet P2015               |
| Hewlett-Packard     | Printer Cartridge   | Q7553X                       |
| Hewlett-Packard     | Backup Drive        | Media Vault or equal         |
| Western Digital     | Hard Drive          | 500 GB ATA Drive             |
| PARA Systems        | Server UPS          | MinuteMan E3000RMT2U         |
| Panasonic           | Server UPS Battery  | LC-R129                      |
| NETGEAR             | Rack Network Switch | F5728TS                      |
| Dell                | Server              | PowerEdge 2950 or Equivalent |
| Dell                | Work Station        | Precision 690 or Equivalent  |
| SHARP               | 52" LCD Monitor     | LC-52D62U                    |
| Rackmount Solutions | KVM Monitor         | RK-P17                       |

### Quote for Spare Parts

Package price to provide all listed spare parts with server and workstation computers pre-loaded with application software and tested at MCS facility.

**Twenty Three Thousand Three Hundred Seventy Five Dollars ..... \$23,375.00**

Once purchased, configured and tested all parts will be delivered to EWR and stored in location directed by PANYNJ.

# STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

#### **21. Approval of Methods**

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

#### **22. Safety and Cleanliness**

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

#### **23. Accident Reports**

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

#### **24. Trash Removal**

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

#### **25. Lost and Found Property**

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

#### **26. Property of the Contractor**

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

#### **27. Modification of Contract**

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

#### **28. Invalid Clauses**

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

#### **29. Approval of Materials, Supplies and Equipment**

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

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate

product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

### **30. Intellectual Property**

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

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

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

### **31. Contract Records and Documents – Passwords and Codes**

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

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

### **32. Designated Secure Areas**

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

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

### **33. Notification of Security Requirements**

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;

- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- **Audits for Compliance with Security Requirements**

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

#### **34. Construction In Progress**

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

#### **35. Permit-Required Confined Space Work**

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

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

#### **36. Signs**

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

#### **37. Vending Machines, Food Preparation**

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

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

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

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

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

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

**39. Time is of the Essence**

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

**40. Holidays**

The following holidays will be observed at the Site:

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

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

**41. Personnel Standards**

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

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

**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  
PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE, 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**TITLE: OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT  
CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK  
LIBERTY INTERNATIONAL AIRPORT TERMINALS**

**BID NO.: 23230**

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

|                      |                         |                       |
|----------------------|-------------------------|-----------------------|
| <b>SITE VISIT:</b>   | <b>JANUARY 19, 2011</b> | <b>TIME: 10:00 AM</b> |
| <b>QUESTIONS BY:</b> | <b>JANUARY 21, 2011</b> | <b>TIME: 11:00 AM</b> |
| <b>BID DUE DATE:</b> | <b>JANUARY 27, 2011</b> | <b>TIME: 11:00 AM</b> |

**BUYER NAME: RICHARD A. GREHL**      **PHONE NO.: (212) 435-3941**  
**EMAIL: rgrehl@panynj.gov**

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

Line Facility Services, LLC

**(NAME OF BIDDING ENTITY)**

14E Gill Street

**(ADDRESS)**

Woburn, MA 01801

**(CITY, STATE AND ZIP CODE)**

Tom Hanson, Director of Client Solutions

203.314.1560

**(REPRESENTATIVE TO CONTACT-NAME & TITLE)**

**(TELEPHONE)**

203.421.1987

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

**(FAX NO.)**

**BUSINESS CORPORATION**     **PARTNERSHIP**     **INDIVIDUAL**

**OTHER (SPECIFY):** Limited Liability Company

## **INVITATION FOR BID**

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

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## **PART I - STANDARD INFORMATION FOR BIDDERS**

### **1. Form and Submission of Bid**

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope with the Bidder's name and address conspicuously marked. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

### **2. Firm Offer**

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

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

### **3. Acceptance or Rejection of Bids**

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

### **4. Bidder's Questions**

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or

additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

**5. Additional Information To and From Bidders**

- a. Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

**6. Union Jurisdiction**

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

**7. Assessment of Bid Requirements**

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

**8. Bidder's Prerequisites**

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

**9. Qualification Information**

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

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
  1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.
  3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
  - c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
  - d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

#### **10. Facility Inspection**

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

#### **11. Available Documents - General**

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

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

#### **12. Pre-award Meeting**

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

### **13. Price Preference**

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

### **14. Good Faith Participation**

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 (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

### **15. Certification of Recycled Materials**

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

#### **Recycling Definitions:**

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

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

#### **16. City Payroll Tax**

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

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

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

#### **17. Additional Bidder Information**

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

**ATTACHMENT I A - Certified Environmentally Preferable Products/Practices**

Bidder Name: Linc Facility Services, LLC Date: January 26, 2011

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

**1. Packaging**

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

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

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

**2. Business Practices / Operations / Manufacturing**

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

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

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

**3. Training and Education**

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

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

**4. Certifications**

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

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

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

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

Tom Hanson, Director of Client Solutions Name      January 26, 2011 Date

## Attachment 1 A – Certified Environmentally Preferable Products/Practices

### Business Practices/Operations/Manufacturing



As an ABM company, we maintain some of the nation's most prestigious LEED-certified buildings, including the first LEED EB Platinum facility in the world. From this experience, we have developed the blueprint for driving sustainable best practices to achieve our clients' green building vision. All area managers are required to become LEED AP accredited so clients have local resources who understand and support our sustainability program. We already employ more than 16 LEED AP-certified employees. To date, we have helped improve LEED EB goals through the following:

- 1) Chemical use
- 1) Recycling and waste management
- 1) Natural light harvesting systems
- 1) Utility monitoring, rate analysis, commissioning reports, and test results
- 1) EPA Energy Star™ benchmarking
- 1) Indoor air quality monitoring
- 1) Training programs to change consumption habits

As part of our facility management solutions, our technical staff reviews the operation and maintenance of your facility to determine where additional savings can be achieved. We review:

- † Sequence of operation and equipment run times
- † Natural light harvesting and efficient lighting systems
- † Mechanical upgrades
- †† Solar systems
- †† Watering and plumbing system efficiencies
- †† Garage oil extraction/capture and CO2 monitoring

We are one of the largest contributors to the EPA Energy Star program, which is a government-backed initiative that offers real benchmarking, analysis, and financial incentives for member companies. As one of the most active members of the program, we can administer this proven system to reduce energy costs at your facility. At most facilities, we identify between 10% and 20% in utility cost reduction opportunities before out-of-pocket investment.



Linc recognizes that the worldwide sustainability agenda continues to develop quickly as companies across the globe are pledging to reduce their carbon footprints, thus giving corporate credibility to sustainability initiatives. Our efforts to sharpen our sustainable offerings to support our clients also has resulted in a service offering called **Linc SustainableFM**, a process that documents and executes the efficient operation of facilities in support of service delivery, operational life-cycle costs and the use of resources, and minimizes their impact on the environment over the life of the project. Linc SustainableFM is a proprietary program developed by our Subject Matter Experts LEED-accredited professionals. It is a fee-based service developed to take advantage of the convergence of Linc expertise, market opportunity, and client need. Linc SustainableFM offers building and business process certification in alignment with LEED's six areas of sustainability, each of which is a critical element in overall sustainable operations:

- †† Sustainable Sites

- † Water Efficiency and Conservation
- † Energy Efficiency and Occupant Comfort
- † Materials and Environmental Resources
- †† Indoor Environmental Quality
- †† Innovative Operations and Maintenance Programs

In addition, Linc's procedures for recycling light bulbs can be found following this section.

## Certifications

Linc has assisted several clients recently with their quest to become LEED certified, including helping AT&T Park – home to Major League Baseball's (MLB) San Francisco Giants – with becoming the first LEED EB O&M ballpark in MLB. A copy of this LEED certification can be found following this section.

-----Original Message-----

From: LEED Info [mailto:leedinfo@usgbc.org]  
Sent: Tuesday, March 30, 2010 6:19 PM  
To: GM4CONSULTING@COMCAST.NET  
Cc: cmbullard@gmail.com; Mark A. Deal; Roger Elu  
Subject: 1000000360 : project is certified Silver

Dear Gary Merrow,

Your Project has achieved LEED Certification. Congratulations!

Project Details:

Project Title: San Francisco Giants  
Project ID: 1000000360  
Rating system & version: LEED-EB:OM v2009  
Project Registration date: 05/28/2009  
Certification Body: SRI Registrar, LLC, leed@sriregistrar.com  
Registered in LEED Online v3 at <https://www.leedonline.com>.

Certification Details:

Certification Level: Silver  
Certification Date: 03/30/2010

Your Certification Acceptance Form has been completed. Official certification is based on the completion of this form. You may continue to view your certified project in LEED Online v3 with your post certification resources available on the Post-Certification Tab. You may also Archive this project from your My Projects page.

If you have any questions regarding this project, please contact your assigned Certification Body.  
For questions not related to this project, please contact the Green Building Certification Institute (GBCI) at:  
Phone: 1-800-795-1746  
Email: [www.gbci.org/ContactUs](http://www.gbci.org/ContactUs)

Thank you,  
GBCI

\*This is an automatically generated email. Please do not reply to this message.\*



On date?, AT&T Park received the U.S. Green Building Council (USGBC) Silver Certification for Leadership in Energy and Environmental Design (LEED) for Existing Buildings, Operations and Maintenance (EBO).

This LEED Silver Certification for an existing building makes AT&T Park the first Major League ballpark to receive this honor.

The following companies should be recognized for their efforts to achieve sustainability and efficiencies in the daily operations of AT&T Park:

**San Francisco Giants**

**Linc Facility Services**

**Centerplate**

**Pacific Gas and Electric Company**



Guy Cali, Asst. Chief Engineer  
Delta Airlines JFK International Airport, Bldg #53•Jamaica,  
New York, 11430  
Phone 718 704 2600 • Fax 718 704 2599 • www.lincfs.com

## Procedures for Recycling Light Bulbs

- All used lamps are to be taken down to the south loading dock
- Bad bulbs are to be removed from factory box and stored in properly labeled recycle box
- Every bulb you place in the recycle box must be accounted for and logged on the Light Bulb Usage sheet, type of bulb, the amount, and mechanics signature. **EXAMPLE: F34T12, 10, Guy Cali**
- If there are no empty recycle boxes one needs to be made. The new box must have the **MERCURY 1<sup>st</sup> Bulb Entry Date** label attached to the box and you are to input the date of the first bulb that is being placed in that box, along with the Light Bulb Usage sheet taped to the recycle box **NOTE: if any of these procedures are not followed we are in violation of Delta Air Lines environmental standards**
- When a recycle box is full it must be closed, taped up, and brought outside and neatly stored on the loading dock
- At no time should there be any bulbs left out, new bulbs should be in factory box and use bulbs in recycle box. **NOTE: incandescent bulbs cannot be stored in the recycle boxes they are to be thrown out with regular trash**
- All the items listed will be in the bulb room, If you need Mercury 1<sup>st</sup> bulb labels, Light Bulb Usage sheet, or tape ask your Supervisor, **DO NOT STOP THESE PROCEDURES FOR ANY REASON, IF YOU HAVE ANY QUESTIONS ASK YOUR SUPERVISOR**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Facility Manager: Angelo Arfanis

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**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS,  
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## PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

**1. Service(s) Required**

Operate and Maintain eighteen (18) Baggage Belt Conveyor Systems and Associated Carousels at Newark Liberty International Airport Terminals

**2. Location(s) Services Required**

Terminal B International and Portions of Terminal A, as more fully described in the definition of "Facility" in the Specifications.

**3. Expected Date of Commencement of Contract**

On or about May 1, 2011

**4. Contract Type**

Service Contract

**5. Duration of Contract**

3-years

**6. Price Adjustment during Base Term (Index Based)**

Not Applicable

**7. Option Period(s)**

There shall be one (1), 3 year Option Period

**8. Price Adjustment during Option Period(s) (Index Based)**

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

**9. Extension Period**

120-Day Applicable

**10. Facility Inspection**

**Date and Time:** January 19, 2011 at 10:00 AM; location Building 80.

The Port Authority will conduct an on-site facility inspection for all parties interested in submitting bids on this contract. All Bidders are strongly encouraged to attend this Facility Inspection. All attendees are required to present two valid picture I.D.s to attend the facility inspection. No individual will be admitted to the Facility without presenting two valid picture I.D.s to the security officers.

To confirm attendance and/or receive travel directions please contact Mr. Genaro Pipitone 973-961-6075 Monday - Friday between the hours of 7:00 a.m. and 3:30 p.m at least five (5) days before the site visit so that clearance can be obtained to enter secured areas.

#### **11. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of Baggage Handling Systems, carousels, web-based computerized maintenance management system and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of six (6) million USD annual gross income from the type of service required under this Contract.

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

#### **12. Bidder's Additional Submittal Requirements**

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

- a. A statement that an employee who performed a similar role at the Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;
- b. Supporting documentation that it provides or is capable of providing Health Benefits for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees", with



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Linc currently provides services to nearly 60 million-square-feet of aviation facilities that rely on uninterrupted service of critical equipment  
**24/7/365**

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## **Part II – Contract Specific Information for Bidders**

### **11. Specific Bidder's Prerequisites**

#### **a. General Aviation Experience**

Since 1979, Linc has been a leader in providing facility-related services and solutions to customers in the aviation industry. Throughout the past 32 years, we have developed a specialized competency at airports where *safe, reliable operating environments are critical, and have demonstrated our commitment to being a complete productivity partner. Linc currently provides services to approximately 60 million-square-feet of aviation facilities that rely on uninterrupted service of critical aviation equipment 24x7x365. During more than three decades of growth and change, Linc can proudly claim that it has managed facility operations and maintenance at six of the top 12 airports in the United States.*

#### **Specific Inline Baggage Handling System Expertise**

When Boston's Logan International Airport became the first airport in the country to install an inline EDS baggage handling system, Linc was chosen as the facility operations and maintenance partner not only for the Terminal C baggage handling system retrofit, but also for the new Delta Air Lines Terminal A. Linc worked closely with Vanderlande and Brock Solutions, as well as all airport stakeholders such as Massport, Delta Air Lines, Transportation Security Administration (TSA), and Skanska, to commission the system and add valuable operating insight to ensure system continuity. Linc worked side by side with all participants



to extensively test-sort more than 100,000 bags during commissioning. Our customer representative noted his thanks for Linc's commitment to quality and to being a true business partner to Delta Air Lines in the following email to our Northeast Region Senior Regional Director:

**From:** Welch, Michael  
**Sent:** Friday, March 23, 2007 10:32 AM  
**To:** 'john.lucero@thelincgroup.com'  
**Subject:** Thanks

Good Morning John

I just wanted to take a moment to thank you for the great service we get from Elton and his Linc team. I have been involved with facility maintenance people both internal and external in my previous life at Continental and your people here at Terminal A in Boston surpass them all. Besides the quality and timeliness of the work they perform, the true sense of being part of the Delta team here in Boston is evident all the time. This is a rare quality today between business partners and contractors and one I am deeply grateful for having in our terminal.

Many times we tend just to present the negative and when you experience what we are experiencing here in BOS with the Linc Group, I feel it should be brought to your attention. I am hoping that the next time you are in Boston, we may be able to talk in person.

Once again many thanks for the team you have assembled here in Boston.

Regards

Michael Welch  
Field Director  
Delta Air Lines  
Logan International Airport  
100 Terminal A  
Boston, MA 02128

Logan's inbound system consists of four tilted Triplanar™ claim units and associated feed lines totaling 670 linear feet. The outbound system serves four new ticket counters as well as two new curbside check-ins. The main baggage sortation room includes a state-of-the-art TSA baggage screening facility and serves seven Cresplanar™ destination makeup units. Twenty-nine Viper™ pushers are used in the sorting process.

Equally as impressive as the technical specifications of the system is the



knowledge and experience that comes with Linc's commissioning, operating and maintenance of this system. Linc is an industry expert with inline EDS baggage handling systems. Linc has commissioned four systems for our clients and currently operates a variety of other baggage handling systems across the United States.

At Delta Air Lines Terminal A, Linc has applied best practices to the inline EDS baggage handling system to ensure successful commissioning, proactive operations, and quality maintenance. Linc's overall goal for our clients is "Bag to Proper Pier, Clear, and On Time." Linc works toward this objective by tracking and trending key system data to inform our operators and mechanics on a proactive path to solving issues before they become a problem. Our goal is to eliminate costly delays and unnecessary downtime.



At terminals across the country, Linc is more than just a service provider. We are a productivity partner where key system statistics are shared throughout the airport to assist stakeholders with financial reporting, tracking, staffing, security, etc. Linc coordinates activities among the ticket counters, control tower, TSA, airlines, baggage supervisors, and local airport authorities.

Also, Linc was selected recently to commission an inline baggage handling system for T.F. Green Airport in Rhode Island, and is currently participating in the design and on-going installation of the inline baggage screening project for Delta Air Lines at Cincinnati/Northern Kentucky International Airport. After commissioning this equipment, which will be considered part of the existing baggage system, Linc will assume full responsibility for its maintenance and operation, including entry into our Computerized Maintenance Management System (CMMS). Through our proactive use of this CMMS system, we track various groups of data that will eventually lead to the implementation of a true Reliability Centered Maintenance (RCM) program.



Linc is not aware of any other facility management organization with first-hand commissioning experience of inline systems that also possesses the depth of Linc's national baggage handling system expertise. We utilize a cross-training approach in which our operators, mechanics, and technicians are cross-trained and cross-utilized on each function. The knowledge synergy as well as flexibility and speed to which they can respond to potential issues increases ten-fold with this training method. This gives Linc team members the ability to quickly evaluate and respond to all mechanical, electrical, hardware, and software components. Linc does not rely on subcontracted partners to deliver any of the inline baggage handling systems maintenance. Linc fully maintains the system with its own highly qualified and trained technical staff. The only maintenance that is provided with outside contractors involves the L3 Scanner; this is due to TSA protocol.

With Linc's extensive experience with baggage handling systems, passenger loading bridges, checked baggage inspection systems, and other aircraft support related systems, we have created a best practices program that is formally shared throughout our sites by our nationally recognized Subject Matter Experts (SME's). All of our best practices programs and aviation SME's will be available to The Port Authority at no additional cost.

## **b. Performing Services**

### **T.F. Green Airport - Warwick, RI**

On June 15, 2007, Linc was awarded a contract with Rhode Island Airport Corporation (RIAC) in Warwick, Rhode Island, to provide operations and maintenance for the EDS inline baggage handling system at the T.F. Green Airport. Linc was responsible for ramp-up activities and the hiring of 21 technicians.

Linc was hired by RIAC based on our depth of knowledge and proven



experience with inline EDS BHS. Today, Linc continues to provide critical inline EDS BHS expertise to Skanska (BHS Contractor) RIAC, TSA, the airlines sharing the old and new BHS and Jervis B Webb (BHS design and installer). Throughout the ramp-up, Linc was instrumental ensuring proper coordination of commissioning and operational activities. Linc has added significant value to RIAC by functioning as the owner's representative/operator of the system. Linc's knowledge of working with all the airport and outside contractors and stakeholders on the commissioning of three previous retrofits and new construction of inline EDS BHS's has proven to be of true value. Below are some of the specifics of this engagement:



#### **Technical Information**

**448 Pieces of baggage handling system Equipment, including:**

- 11 28 Motor Control Panels
- 11 77 Transnorm Belt Curves
- 11 Seven Portec Belt Curves
- 11 16 Siemens High Speed Diverters
- 11 16 Siemens 45-degree Reverse Merges
- 11 Two Sick Automatic Tag Readers
- 11 Four Sick Bag Dimensioners
- 11 103 Queue Conveyors
- 11 65 Transport Conveyors
- 11 18 Load Conveyors – 6 Ticket Counter lines & 2 Curbside lines
- 11 Six Make-up Units
- 11 8 Allen Bradley 5000 Series Control Logix PLC (including Hot Backups)
- 11 2 Workstations running proprietary Jervis B Webb Software



**Terminal 5, O'Hare International Airport - Chicago International Carriers Association Terminal Equipment Corporation (CICA TEC), Chicago, IL**



Linc has been contracted by CICA TEC since 1993 to operate and maintain all mechanical and electrical components of the inbound and outbound inline baggage conveyor systems, including 21 Sterns hydraulic passenger loading bridges, aircraft ground power system (400Hz), potable water system, aircraft parking system, preconditioned air system, and the triturator facility. Linc also operates and maintains the baggage control and dispatch office. Administrative support includes work order dispatching, tracking, input, and preventive maintenance (PM) development.

Linc has been on-site at the third busiest airport in the world for the past 16 years. Linc supports 21 gates at the International Terminal (Terminal 5), including the associated passenger jet bridges to enplane seven million passengers onto 38,400 flights a year. Linc supports the aircraft needs for preconditioned air; central electrical supply of 400Hz power; 7.4 miles of baggage sortation conveyors that process 6.5 million bags a year; 21 passenger checking counters; potable water and lavatory processing; 11 inline baggage ETD scanners for 28 international airlines; three government agencies; and two local city agencies.

Linc employs 41 people at the site, working around the clock seven days per week, 365 days a year, with responsibility for these systems and 120,000-square-feet of baggage room operations. Other services include purchasing, maintenance of inventory and distribution of materials, payroll, and personnel training and development.

As part of our scope, Linc commissioned a 3,500-foot extension to the sortation conveyor that included eight CTX 9000 ETD machines for the DHS-TSA, which enabled the outbound baggage to be screened for

explosives on the fly with remote viewing.

**Technical Information:**

- 21 Sterns hydraulic passenger loading bridges with externally mounted pre-conditioned air handlers and two 400Hz connections per bridge
- 11 INET central 400hz generating system
- 11 Pre-conditioned air system consisting of:
  - 11 Cooling: two 300-ton York centrifugal chiller units with 12 ice storage tanks
  - 11 Heating: four heat exchangers supplied water from airport central steam plant

**Baggage Handling System:**

- 11 Outbound: Sandvik-controlled baggage sortation system, comprised of 3.2 miles of conveyors running from 21 ticket counters through four Accusort ten-head laser bag tag scanning arrays and delivered to 30 airline-staffed sort piers with 18 re-check counters
- 11 Inbound: 11 BAE stainless steel baggage claim carousels
- 11 Central 24/7 staffed control room with dual redundant sort control computers with Mimic and alarm/response display for sort system and inbound claim devices, and a 30-camera CCTV system
- 11 21 potable water supply cabinets located at the base of each passenger loading bridge
- 11 Four-bay triturator processing facility with PLC-controlled grinder
- 11 20-station Aircraft Optical Guidance light system
- 11 12 Cushman electric passenger service carts
- 11 Three centralized Uninterruptible Power Supplies (UPS) designed

for eight-hour emergency service

- Three Liebert secondary backup cooling systems (Backup A/C)
- Pre-conditioned air chilled water treatment
- 100 La-Marche battery chargers for ground handler equipment in the bag room
- Two 35-cubic yard hydraulic garbage compactors

### **Delta Air Lines, Cincinnati/Northern Kentucky International Airport - Hebron, KY**

Linc began providing 24x7 operations and maintenance services for Delta's automated baggage system at the Cincinnati/Northern Kentucky International Airport on March 30, 2003. At this time we assumed responsibility for the 10-year-old system, which sorts and transports as many as 350 bags per minute, or 21,000 bags per hour, between all four Delta passenger facilities. Linc is also responsible for staffing and operating Delta's baggage control center, providing preventive, predictive, and corrective maintenance to system components, and for entering all originating baggage into the system, as well as performing the manual inducting or encoding of bags that are misdirected or reintroduced into the system. In 2006, Linc expanded our partnership in CVG to include facility and administrative support for Delta's Hangar, Cargo, and GSE operation.

Linc is currently participating in the design and on-going installation of the inline baggage screening project. After commissioning, this equipment will be considered part of the existing baggage system and Linc will assume responsibility for its maintenance and operation, which includes entry into our CMMS program. Through our proactive use of this system, we track various groups of data that will eventually lead to a true Reliability Centered Maintenance (RCM) program and product.



Throughout the course of this contract, Linc's process improvement plans and proactive approach to maintenance have allowed us to reduce our staffing from an original on-site staff of 41 down to a current on-site staff of 29, which accounts for a savings of approximately \$500,000 that has been passed through to our customer. Additionally, Linc implemented the use of Root Cause Investigations (RCI's) to explore the cause of baggage handling system crashes at the airport, and then used the data to implement *Standard Operating Procedures (SOP)* on proper induction techniques that increased the uptime of the sorting equipment and baggage handling system to 99.9%.

**Technical Information:**

The baggage system connects all four passenger facilities in CVG and allows for transport of bags between buildings utilizing high speed conveyors traveling at speeds of 520 feet per minute. Bags are sorted for delivery on two tilt tray units with a total of 1,819 trays, which circulate on a closed loop in Concourse B. There are more than 7.5 miles of conveyor in the system, and if the tilt units were straightened they would stretch more than 1.2 miles. All of this is monitored by a CCTV system and operated by two independent control systems, which are integrated into a main frame application that communicates with Delta's flight and reservation systems for up-to-the-minute data transfer.

In addition to the traditional conveyor equipment at the airport, there are several high speed conveyors that connect and transport baggage to and from Concourse B, where two separate tilt tray sorters actually provide the sorting of bags. Once sorted, bags are deposited on conveyors that transport them to their proper system location. The conveyors and tilt tray sorters each have independent control systems that are integrated into redundant main frame computers, thus providing seamless operation to the customer.

**Equipment:**



- 11 Two Crisplant tilt tray sorters (North and South)
- 11 1820 individual one-meter trays
- 13 27 inductions to the sorter
- 17 Seven tunnel conveyors
- 13 7.5 miles of conveyor belts
- 11 1,000 photo eyes used for bag detection
- 11 45 control panels
- 11 Two Dec VAX 7720 computers
- 11 Five work stations (Allen – Bradley PLC 5 and SLC 503)

### **JFK International Air Terminal – Jamaica, NY**

The International Air Terminal at JFK Airport is a 1.5 million-square-foot facility covering approximately 200 acres of footprint and grounds. The facility hosts between 35 and 40 domestic and international carriers, has a variety of retail shops and restaurants, and handles an average of 14,000 passengers daily.

Linc manages operations and maintenance of all essential building systems including elevators, escalators, moving sidewalks, HVAC systems, energy monitoring systems, fire alarm systems, security systems, facility structure, automatic doors, electrical systems, interior and exterior lighting, airside and street side pavement, signs, plumbing, lavatory equipment, and building management systems. Linc also operates and maintains the baggage conveyor systems, passenger-loading bridges, laser docking systems, underground fuel distribution systems, taxi lane lighting, scales, and computerized maintenance management systems.

### **Technical Information:**



- 31 Conveyor system (inbound and outbound)
- 31 4.5 Miles of Siemens/Rapistan conveyors
- 31 Eight check-in rows
- 31 One oversize outbound conveyor
- 31 Six transport lines
- 31 Merge belts
- 31 144 outbound check-in counters
- 31 *Two oversize inbound conveyors*
- 31 13 Vanderlande outbound carousels
- 31 Seven Vanderlande inbound carousels
- 31 Six Vanderlande vertisorters
- 31 12 pushers
- 31 Interline conveyor system
- 31 Two manual encoding stations
- 31 Electrical systems and equipment:
  - 31 Conveyor System (4.5 miles of conveyors) including power up to 600 Volts and control wiring
  - 31 260 in pavement/centerline lighting fixtures
  - 31 Power/lighting systems (0 - 600 Volts)
  - 31 *Emergency lighting*
  - 31 Power (0 - 600 Volts AC)
  - 31 Heating/cooling control wiring (0 - 10 Volts DC)
  - 31 Compressors control wiring (0 - 24 Volts AC)
  - 31 Motor control panels (0 - 600 Volts AC) (0 - 24 Volts DC)

- 15 Auto transfer switches (277/480 Volts AC)
- 16 UPS (Uninterruptible Power Supply) for security, conveyor system, and lighting (0 - 480 Volts)

### **Kansas City International Airport - Kansas City, MO**

On May 1, 2006, Linc began providing preventive and corrective maintenance to all passenger boarding bridges and the inbound/outbound baggage system in the Airport's three terminals. Covering 11,000 acres and serving 10.6 million passengers in 2007, Kansas City International Airport is a major regional aviation hub and one of the largest airfields in the United States. The airport was ranked No. 1 among medium-size airports in the J.D. Power and Associates 2007 North America Airport Satisfaction Study.

Linc has an on-site staff of 13 that is responsible for maintenance on the following pieces of critical equipment:

- 17 Inbound/outbound belts
- 18 Conveyors
- 19 Pushers
- 20 Baggage carousels
- 21 Control panels
- 22 Passenger boarding bridges including the associated pre-conditioned air, potable water cabinets, and 400 Hz systems

### **Delta Air Lines, Terminals 2 & 3, JFK International Airport - Jamaica, NY**

*Linc has a technical staff totaling 72 - including mechanics, engineers, and two chief engineers - which provides the operation and*





maintenance services for Delta Air Lines, Terminal 2 & 3, at JFK International Airport in Jamaica, New York. The facility is approximately 1.4 million-square-feet. The Linc staff is on-site 24 hours a day, seven days per week. The maintenance services include, but are not limited to, preventive, corrective, and building service, and miscellaneous services at the facility. The BAE baggage handling conveyor system is the most critical system at the terminal. The system is comprised of the following:

**Conveyor System (Inbound and Outbound):**

- \*1 5.5 Miles of conveyors
- \*1 30 outbound piers
- \*1 11 inbound carousels
- \*1 Allen Bradley, Symax, Square-D Programmable Logic Controllers
- \*1 Accusort and SICK ID scanners
- \*1 53 pushers
- \*1 Two No-read lines
- \*1 30 motor control panels

**Electrical systems and equipment:**

- \*1 *Conveyor system (5.5 miles of conveyors) including power up to 600 Volts and control wiring*
- \*1 Power/lighting systems (0 - 600 Volts)
- \*1 Backup generators lighting (110 - 277 Volts AC)
- \*1 Emergency lighting (12 Volt DC)
- \*1 Power (0 - 600 Volts AC)
- \*1 Heating/cooling control wiring (0 - 10 Volts DC)
- \*1 Compressors control wiring (0 - 24 Volts AC)
- \*1 Motor control panels (0 - 600 Volts AC) (0 - 24 Volts DC)

- " Auto transfer switches (277/480 Volts AC)
- " Three generators for emergency power (400amp, 150amp, 75amp at 480 Volts 3 Phase)
- " UPS (Uninterruptible Power Supply) for conveyor system and lighting (0 - 480 Volts)
- " *Also included are all the motors, gear reduction boxes, pulleys, sprockets, belts, chains, bearings, drive rollers, idler rollers, and 5.5 miles of belting that enable the system to function. The system is powered by the original electrical distribution system, without a back-up system, adding to the critical nature of the system. The conveyor system carries an average daily bag count of 9,000.*

### c. Gross Income from Service Required

As the examples below illustrate, Linc had more than six (6) million USD annual gross income in our last fiscal year from the type of service required under this Contract.

#### PROJECT SUMMARY: T.F. GREEN INTL. AIRPORT – RHODE ISLAND

##### PROJECT OVERVIEW

Location: Warwick, R.I

Since June 2007, Linc Facility Services (Linc) has been providing technical operations and maintenance and facility support services for the Rhode Island Airport Corporation (RIAC) at T.F. Green International Airport in Warwick, Rhode Island. Given that Linc was chosen by RIAC based on our depth of knowledge and proven experience with In-Line EDS BHS Systems, one of Linc's main areas of focus is the EDS In-line baggage handling system at the Airport. As the project began, Linc was instrumental in ensuring proper coordination of commissioning and operational activities, and Linc has added significant value to RIAC by functioning as the owner's representative/operator of the system. In addition, Linc handles inbound and outbound belts, conveyors, scanners, sorters, and control panels. Linc also provides support services such as Computerized Maintenance Management Systems (CMMS), warranty administration, and EH&S monitoring and compliance reviews.

##### SUMMARY STATISTICS

|                             |                           |
|-----------------------------|---------------------------|
| Start Date                  | June 2007 to present      |
| Square Footage              | 500,000                   |
| Number of Buildings         | 1                         |
| Number of Employees         | 31                        |
| <b>Total Contract Value</b> | <b>Approx \$1.7M/year</b> |



**PROJECT SUMMARY: DELTA – CINCINNATI/NORTHERN KENTUCKY INTL. AIRPORT (CVG)**

**PROJECT OVERVIEW**

Location: Hebron, KY

Since 2003, Linc Facility Services (Linc) has been providing operations and maintenance services for Delta Air Lines at Cincinnati/Northern Kentucky International Airport (CVG) – one of the fastest growing airports in the U.S. for local passenger traffic. Linc's scope of work covers two buildings and the automated baggage system, encompassing a variety of duties in the areas of technical operations and maintenance, facility administrative services, and facility support services. For instance, Linc oversees electrical systems and equipment, inbound and outbound belts, conveyors, control panels, and programmable logic controllers. Linc handles scanners, sorters, and pushers as well. Additionally, Linc provides Delta with mail distribution and control, shipping and receiving, and general office administration. Also, Linc is responsible for project management, cost and inventory tracking, document control, and facility financial and operating reporting.

**SUMMARY STATISTICS**

|                      |                       |
|----------------------|-----------------------|
| Start Date           | March 2003 to present |
| Square Footage       | 133,000               |
| Number of Buildings  | 2                     |
| Number of Employees  | 31                    |
| Total Contract Value | Approx \$2.3M/year    |



**PROJECT SUMMARY: KANSAS CITY INTERNATIONAL AIRPORT**

**PROJECT OVERVIEW**

**Location:** Kansas City, MO

Named the best midsize airport in a 2010 customer satisfaction survey by J.D. Power and Associates, Kansas City International Airport is a major regional aviation hub and one of the largest airfields in the U.S. Linc Facility Services (Linc) started providing preventive and corrective maintenance to all passenger boarding bridges and the inbound/outbound baggage system in the airport's three terminals beginning in May 2006. Linc has an on-site staff of 10 responsible for maintenance on the following pieces of critical equipment: inbound/outbound belts; conveyors; pushers; carousels; control panels; and passenger boarding bridges, including the associated pre conditioned air, potable water cabinets, and 400 Hz systems. Also, in May 2009 Linc was awarded the HVAC and lighting preventive maintenance contract for the 250,000-square-foot Ambassador Building, a versatile six-story office building located at Kansas City Airport. Moreover, in June 2009, Linc was also awarded the contract for water treatment and lake management at the building.

**SUMMARY STATISTICS**

|                      |                     |
|----------------------|---------------------|
| Start Date           | May 2006 to present |
| Square Footage       | 1.5 million         |
| Number of Buildings  | 4                   |
| Number of Employees  | 31                  |
| Total Contract Value | Approx \$1.8M/year  |



**PROJECT SUMMARY: DELTA AIR LINES – LOGAN INTERNATIONAL AIRPORT, BOSTON**

**PROJECT OVERVIEW**

Location: Boston, MA

Linc's long-standing relationship with Delta Air Lines began in 1984 at Logan International Airport in Boston. At this location, Linc continues to be the facility management and maintenance contractor for Delta, covering five sites: Terminal A, Terminal C, Delta Hangar, Delta Cargo Facility, and Delta Reservations Center. Linc's scope of services includes maintenance of the in-line EDS baggage handling systems, mechanical systems, electrical systems, fire protection, plumbing, and general facility maintenance. Linc has gained valuable insight and experience with In-line EDS baggage handling systems from its commissioning of the Terminal C baggage handling system retrofit to In-line EDS, as well as the commissioning of the new In-line EDS baggage handling system for Terminal A. Linc's project was the first site in the U.S. to install an In-line EDS baggage handling system post-9/11.

**SUMMARY STATISTICS**

|                             |                           |
|-----------------------------|---------------------------|
| Contract Dates              | 1984 to present           |
| Square Footage              | 830,000                   |
| Number of Buildings         | 5                         |
| Number of Employees         | 31                        |
| <b>Total Contract Value</b> | <b>Approx \$2.0M/year</b> |



**PROJECT SUMMARY: CHICAGO INTERNATIONAL CARRIERS ASSOCIATION TERMINAL EQUIPMENT CORPORATION (CICA TEC), O'HARE INTERNATIONAL AIRPORT**

**PROJECT OVERVIEW**

Location: Chicago, IL

Since 1996, Linc Facility Services (Linc) has been providing a multitude of operations and maintenance services for the Chicago International Carriers Association Terminal Equipment Corporation (CICA TEC) at Terminal 5 in Chicago's O'Hare International Airport. Overall, Linc supports 21 gates at Terminal 5, including the associated passenger jet bridges that enplane seven million passengers onto 38,400 flights a year. Linc supports the aircraft needs for preconditioned air, central electrical supply of 400Hz power, 7.4 miles of baggage sortation conveyors that process 6.5 million bags a year, 21 passenger checking counters, and potable water and lavatory processing. An expert staff of 41 Linc professionals works on-site seven days per week, 365 days a year, managing these systems and 120,000-square-feet of baggage room operations. Other services provided by Linc include purchasing, maintenance of inventory and distribution of materials, payroll, and personnel training and development.

**SUMMARY STATISTICS**

|                      |                     |
|----------------------|---------------------|
| Contract Dates       | 1996 to present     |
| Square Footage       | 1.2 million         |
| Number of Buildings  | 2                   |
| Number of Employees  | 41                  |
| Total Contract Value | Approx \$3.0 M/year |





## PROJECT SUMMARY: JFK INTERNATIONAL AIR TERMINAL

### PROJECT OVERVIEW

Location: Jamaica, NY

The International Air Terminal at JFK Airport is a 1.5 million-square-foot facility covering approximately 200 acres of footprint and grounds. The facility hosts between 40 and 50 domestic and international carriers, has a variety of retail shops and restaurants, and handles an average of 26,000 passengers daily. Since November 1998, Linc Facility Services (Linc) has managed operations and maintenance of all essential building systems at the terminal – namely the baggage handling system – as well as elevators, escalators, moving sidewalks, HVAC systems, and energy monitoring systems. Linc's staff of 34 professionals also handles fire alarm systems, security systems, facility structure, automatic doors, and electrical systems. In addition, Linc operates and maintains the baggage conveyor systems, passenger-loading bridges, laser docking systems, underground fuel distribution systems, and computerized maintenance management systems.

### SUMMARY STATISTICS

|                             |                            |
|-----------------------------|----------------------------|
| Contract Dates              | 1998 to present            |
| Square Footage              | 1.5 million                |
| Number of Buildings         | 1                          |
| Number of Employees         | 34                         |
| <b>Total Contract Value</b> | <b>Approx \$4.5 M/year</b> |



## 12. Bidder's Additional Submittal Requirements

- a. Linc states that an employee who performed a similar role at the Facility under the current Port Authority contract would suffer no diminution in wage rate under this contract.
- b. Linc has supporting documentation that we are capable of providing Health Benefits for our full-time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees," with such Health Benefits to be provided within thirty (30) days of award of this contract. This health benefits documentation can be found following this section.

# Your 2010 Benefits



# Your 2010 Benefits

## For Non-Staff/Management

Not all options in this book may be available to you. If you have any questions about the benefits described in Your 2010 Benefits and/or your eligibility, please contact your local Benefits/HR Representative or ABM's Benefits Service Center at 888.351.4003 or email the Benefits Service Center at [benefits@abm.com](mailto:benefits@abm.com)

**If there is a conflict between the benefits described here and the Plan documents, the Plan documents govern.**

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## About This Guide

We understand choosing your benefits is an important decision for you and your family. Everyone's needs are unique. We offer a variety of benefits and options so you can choose what works best for you and your family. A number of these benefits are provided at no cost to you. We created this guide to help you make informed decisions. It is not a complete detailed description, nor is it a contract of employment or a guarantee of benefits. More detailed information for each benefit is contained in the relevant Summary Plan Description (SPD), which is available by contacting ABM's Benefits Service Center at 888.351.4003.

Great care has been taken to ensure that this guide is accurate, however, oversights can occur or condensed summaries can be misinterpreted. If there is a difference between this overview and the SPD or official plan documents governing the plan, the plan documents will be followed. The company reserves the right to amend or terminate the program in whole or in part at any time.

# Welcome to Open Enrollment

## Welcome to Open Enrollment

Each year, during ABM's benefits Open Enrollment, you have the opportunity to review your benefits and make changes. *Your 2010 Benefits* provides information about the benefits offered by ABM as well as helpful tools to help you select the benefits that best meet the needs of you and your family.

## What's New for 2010

### Medical Benefits

- ABM will offer the same medical plans in 2010, however some of the plan provisions (e.g., co-pays and deductibles) have changed. Please carefully review the medical summaries.
- Benefits for mental health and substance abuse treatment have changed for all plans. Because of new federal legislation, limitations have been removed. The benefits will no longer be limited to a certain number of visits/days or benefit payment.

### Health Care Flexible Spending Account (FSA)

- ABM will implement a grace period for the FSA benefit. This means that you will have until March 15, 2011, to maximize your opportunity to use FSA funds you set aside for the 2010 plan year. You will be able to use your debit card during the grace period. After the grace period ends, you will have 3 months to submit any outstanding claims for reimbursement.

The grace period does not apply to your 2009 FSA elections. For the 2009 plan year, you must incur claims by December 31, 2009. Those claims must be submitted for reimbursement by March 31, 2010. Any left-over funds will be forfeited as required by law.

Reminder: You must re-enroll in the FSA every year. Your 2009 FSA election will not "roll over" to 2010.

### Commuter Transit and Parking Benefits

- In 2009, the IRS increased the amount of money you can set aside each month for transit (e.g., bus, subway) to \$230. The monthly maximum for parking has also not changed for 2010, it remains \$230 per month. You can enroll online at [www.wageworks.com](http://www.wageworks.com).

## Welcome to Open Enrollment (cont.)

### Who Needs to Make Changes for 2010

This year we are returning to auto-enrollment and if you do nothing, you will be re-enrolled in the same medical, dental and vision plan you had for 2009.

To determine if you need to make benefit changes during Open Enrollment, answer the following questions:

- Do you want to switch to another medical and/or dental plan?
- Do you want to add any dependents to your medical and/or dental plan or change the dependents you currently cover? Refer to page 6 for information about qualified dependents who may be covered under ABM's benefits.
- Do you want to contribute to a Health Care Flexible Spending Account (FSA)? You must re-enroll if you want to participate in 2010.

#### If you answered "Yes" to any of the questions above:

- Complete the 2010 ABM Enrollment Application and return it to your local HR representative.
- Return the completed MetLife Beneficiary Designation form and return it to your local HR representative.
- To enroll in the Health Care Flexible Spending Account for 2010, visit [www.wageworks.com](http://www.wageworks.com) or call 877.924.3967. If your debit card expires in December 2009, you will receive a new card. Otherwise, use your existing card for 2010.

#### If you answered "No" to all the questions above:

- You don't have to complete the 2010 ABM Enrollment Application. Your current elections for medical, dental and vision will continue and you will be charged the new medical and dental premiums.
- You will not be enrolled in the Health Care Flexible Spending Account.

**Remember to update your beneficiary form! We are asking all ABM employees to send in a current beneficiary form for 2010.**

# Eligibility for Benefits

## Who is Eligible

If you are a regular full-time employee of ABM Industries Incorporated or in an affiliated company (ABM), working at least 30 hours each week (20 hours in Hawaii), you are eligible for benefits. Additionally, you may enroll the following eligible family members in the medical, dental and vision programs.

- Your legal spouse;
- Your unmarried children who depend on you for support and who are:
  - a. Under age 19;
  - b. Under age 26 and a full-time student. A full-time student is enrolled in an accredited institution for 12 units per semester or quarter if an undergraduate or 6 units per semester or quarter if a graduate student. A full-time student may stay enrolled in the ABM plans for scheduled school vacations if he or she meets the definition of a full-time student before the school vacation begins and is scheduled to return to school as a full-time student when the vacation ends. Employees in HealthPartners may be able to cover dependents as full-time students who are taking 60% of a full-time load because of illness, injury, or physical or mental disability. Full-time students on a medically necessary leave of absence may be eligible for extended coverage under Michelle's Law;
  - c. Disabled, any age, if incapable of gainful employment because of a physical or mental disability that existed before the child's attainment of age 25;
  - d. In New Mexico – under age 25, regardless of student status;
  - e. In Utah – under age 26, regardless of student status;
  - f. In Minnesota – Health Partners Plan only, unmarried dependent children under age 25, regardless of student status; ex-spouses without other medical coverage, newborn grandchildren who are financially dependent on the member; or,
  - g. In Texas – children and grandchildren under age 25, regardless of student status.
- Your partner in a relationship which includes domestic partners, civil unions, reciprocal beneficiaries, dependent beneficiaries and other state-created healthcare beneficiary relationships. In California, ABM recognizes both same and opposite sex domestic partners. In all other states, ABM benefits can only be extended to same-sex partners.

Call ABM's Benefits Service Center at 888.351.4003 for more information or if you have questions.

To include new dependents on your coverage, you will need to provide documentation to confirm their eligibility. We will accept the following documents:

- For all dependent children – Birth certificate or hospital record accepted for a newborn
- For a spouse – Marriage certificate or 1040 tax filing (first page only – please delete any confidential information)
- For same-sex marriage – Marriage certificate only
- For Civil Union – Civil Union certificate
- For Reciprocal or Designated Beneficiary – Reciprocal Beneficiary certificate
- For a domestic partner – Proof of registration with a government authority or ABM Domestic Partner Affidavit
- For a full time student – Student certification or paid invoice from an accredited institution
- For an adoption/legal guardianship – Court order
- For grandchildren residing in Texas and Minnesota – Birth certificate and 1040 tax filing

## Duplication of Coverage

If you are a subscriber to ABM benefits as an employee, you cannot also be covered as a dependent under another employee on the ABM plans.

## When Benefits Become Effective

- For new employees, benefits become effective on the first day of the month following 30 days of continuous employment, unless otherwise indicated.
- If you are a rehired employee who has already satisfied the service requirements for benefits eligibility, your benefits eligibility period will generally be reinstated effective the first day of the month following your date of rehire – if your break in service is not more than 36 months from the last day you worked. (Note: An exception to this rule is ABM's Short Term Disability Plan – a 12 month waiting period is required for all new and re-hired employees.)
- If you are rehired after more than 36 months, you must satisfy the new employee eligibility period. Additionally, if you return to work as a rehired employee, you are still required to satisfy the rules of the particular plan.
- If you are transferring from a position in which you had no benefits to a position in which you are eligible for benefits (and you have at least 30 days of service), your benefits become effective the first day of the month following your date of transfer.

## Eligibility for Benefits (cont.)

### Making Changes to Your Benefits

You can change your benefit choices during Open Enrollment. Open Enrollment is held in November and December.

Changes are effective on January 1. Your changes are valid January 1 even if you have not yet received your new medical card. Your decisions remain in effect for all of 2010. You cannot change your benefits during the year unless you have a qualifying life event as defined by the IRS:

- The addition of a dependent through birth, adoption or marriage
- The loss of a dependent through divorce or death, or if your child reaches the maximum age limit for coverage
- A change in your employment or your spouse's employment status from full-time to part-time or vice versa
- Loss of employment for spouse
- A substantial change in your benefits coverage or a spouse's coverage
- Creation or termination of a qualified domestic partnership, civil union or other state-created beneficiary relationship which confers the right to be designated as a beneficiary of a life or health insurance plan
- Change in eligibility for Medicaid or Children's Health Insurance Program (CHIP) subsidy

Any benefit changes must be consistent with the type of event you experience. If you add a dependent, you can add them to your benefits but you cannot drop another dependent from benefits. For example, if you have a baby, you can add the baby to your medical plan but you cannot drop a spouse from the plan.

If you experience a qualifying life event and want to change your benefits, you **MUST** contact ABM's Benefits Service Center within 31 days of the date of the event.

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage and that coverage ends, you may be able to enroll yourself or your dependents in this plan outside of Open Enrollment. In order to exercise this option, you must request enrollment during the first 31 days after your other coverage ends.

# Your Medical Plan Choices

ABM offers employees a wide variety of medical plans at varying costs. It is important to ABM that you have the tools necessary to make the best choice in plans for you and your family. We have provided comparisons of each of the medical plans as well as a brief description of how each plan works. Read the descriptions carefully and refer to the Glossary on page 34 if you don't know what a particular word means.

**PPO Plans** – With these plans, employees have the flexibility at the time of service to seek care from an in-network or out-of-network provider. If you receive care from an in-network provider, you will receive a higher level of reimbursement. Conversely, employees choosing to seek care from out-of-network providers will have less coverage for the same services, and may be required to submit claims paperwork.

The deductible is the amount you pay before the carrier starts paying benefits. There are a range of deductibles from which you can choose. Selecting a plan with a higher deductible means that your fixed monthly costs (i.e., contribution) will be less but that you may have to pay more when you receive care. Depending on the plan you select, some services will be provided even before you satisfy the deductible. For example, all of our plans provide annual medical exams at little or no cost to you if you use an in-network provider even if your deductible is not yet met. Prescriptions are not included in the deductible in most PPO plans that ABM offers.

**There may be a waiting period before the PPO plans cover pre-existing conditions.** Generally this waiting period is waived if you provide a certificate of creditable coverage from your prior health insurance carrier.

**HMO Plans** – When enrolling in an HMO plan, employees and their dependents select a Primary Care Physician (PCP). All care, except emergency services, must be coordinated through your selected physician in order to receive the benefit. Most services are covered at 100% after a small co-payment. **There is no waiting period before the plan covers pre-existing conditions.** You can change your PCP by calling Member Services.

**Kaiser HMO** – When you enroll in a Kaiser HMO plan, you must receive all services from a Kaiser physician at a Kaiser facility, except in cases of medical emergency. When using Kaiser providers, most services are covered at 100% after a small co-payment.

**Remember! Your choice of medical plans is determined by where you live. Double check that the medical plan you select is offered in your area.**

# How to Choose a Medical Plan

Choosing the medical plan that best meets the needs of you and your family is an important decision. Unless you experience a qualifying life event, the plan you choose now will remain in effect for the plan year. To make an informed choice, it is important to carefully review each medical plan for which you are eligible. Your review should include the plan provisions (e.g., deductible, co-pays, hospital benefits and prescription drug benefits). These plan provisions represent the amount of money you will have to pay out-of-pocket when you receive services. Once you estimate the out-of-pocket costs, you should compare those to the amount you will have to pay each month for benefits. Financially, it may be more advantageous to you to choose a plan with a lower monthly contribution and higher out-of-pocket costs. We have provided you with a Sample Medical Plan Comparison Worksheet on page 20 to help walk you through this decision process.

Before you get started, here are some key terms you need to understand in order to evaluate medical plans.

**Deductible:** The amount you have to pay, out of pocket, before the insurance company starts paying benefits. Generally, if a plan provision has a co-pay (e.g., \$10 co-pay for an office visit), it is not subject to the deductible.

**Coinsurance:** After you have paid the deductible, coinsurance is the percentage you have to pay until you reach the out-of-pocket maximum. For example, if a hospital charges \$20,000 to deliver a baby and the coinsurance is 20%, you have to pay \$4,000.

**Out-of-pocket maximum:** This is the maximum amount you have to pay each year. After you have reached the out-of-pocket maximum, the insurance company pays 100% of most costs. Depending on the plan, you may have to continue paying co-pays for services like doctor visits and prescription drugs.

## Be a Savvy Consumer—Make the Most of Your Medical Benefits

- **Get an annual check-up.** Most ABM medical plans provide annual physical exams at little or no cost to you, even before the deductible is met. These exams are important for your health because doctors can identify potential problems early.
- **Ask for generic medications.** If your doctor prescribes a brand name drug ask if there is a generic equivalent. All drugs are regulated by the Food and Drug Administration. Generic drugs contain the same active ingredients as brand name and cost you a lot less.
- **Use the mail order benefit.** Are there prescriptions that you or your family members take every day? These are called "maintenance medications" and you can save yourself time and money by ordering them through the mail order program if your plan offers one. Mail order gives you a 3-month supply of medicine for only 2 months of co-pays plus the medicines are delivered to your door—that's a 33% discount!
- **Find the nearest Urgent Care center.** If you need help after your doctor's office is closed, consider using Urgent Care instead of an emergency room. Urgent Care centers typically provide care on weekends and in the evenings. Using them can save you time and money.
- **Program the Member Services' phone number in your cell phone.** If you have questions about a benefit or how much you will have to pay, call Member Services before you visit your doctor. Of course, if you think you are having a medical emergency, call 911 or go to the nearest emergency room right away.

# All states except Hawaii & Minnesota

## Blue Shield PPO Plans – Summary

If you choose a PPO plan, you may see any provider you wish. If you choose an in-network provider or hospital, you will pay less. Before Blue Shield starts paying for hospital visits or other services, you must pay the deductible. After you satisfy the deductible, you will have to pay a percentage of the cost for hospitalization or other services, until you reach the calendar year out-of-pocket maximum. You do not have to pay the deductible for those services that require a co-pay (e.g., office visits and prescriptions).

Out-of-network providers do not agree to negotiated fees with the insurance carrier. Their charges are subject to Reasonable and Customary (R&C) reimbursement. This means they may charge a higher rate than is allowed by the carrier. In these cases, you are responsible for the co-insurance plus any amount above the R&C reimbursement level.

|  | PPO Green Plan  |   |
|--|---|---|
|  | In-Network  | Out-of-Network  |
| <b>Maximum Lifetime Benefit</b>                                | \$6,000,000<br>(combined in and out of network)   | \$6,000,000<br>(combined in and out of network)   |
| <b>Calendar year deductible (individual/family)</b>            | \$1,000 / \$2,000<br>(combined in and out of network)   | \$1,000 / \$2,000<br>(combined in and out of network)   |
| <b>Calendar year out-of-pocket maximum (individual/family)</b> | \$4,000 / \$8,000<br>(does not include deductible)  | \$8,000 / \$16,000<br>(does not include deductible)   |
| <b>Outpatient Services Co-pays</b>                             |   |   |
| Office visit   | You pay \$25, deductible does not apply   | You pay 40%, after deductible   |
| Specialist   | You pay \$45, deductible does not apply   | You pay 40%, after deductible   |
| Routine physical – adults                                      | You pay \$25, deductible does not apply   | You pay 40%, after deductible   |
| Well baby visits (under age 3) / routine physicals – children  | You pay \$25, deductible does not apply   | You pay 40%, after deductible   |
| Diagnostic lab and X-rays                                      | You pay 20%, after deductible   | You pay 40%, after deductible   |
| Outpatient surgery   | You pay \$150 plus 20%, after deductible  | You pay 40%, after deductible   |
| Urgent care  | You pay \$25 for PCP/\$45 for Specialist, deductible does not apply   | You pay 40%, after deductible   |
| <b>Hospital Services</b>                                       |   |   |
| Emergency room (waived if admitted)                            | You pay \$100 plus 20%, deductible does not apply   | You pay \$100 plus 20%, deductible does not apply   |
| Inpatient hospital   | You pay \$500 plus 20%, after deductible  | You pay 40%, after deductible   |
| Maternity  | You pay \$500 plus 20%, after deductible  | You pay 40%, after deductible   |
| <b>Mental Health and Substance Abuse</b>                       |   |   |
| Outpatient Services Co-pays                                    | You pay \$25 for PCP/\$45 for Specialist; deductible does not apply   | You pay 40%, after deductible   |
| Inpatient hospital   | You pay \$500 plus 20%, after deductible  | You pay 40%, after deductible   |
| <b>Prescription Drugs</b>                                      |   |   |
| Retail – up to a 30 day supply                                 | Generic - no charge<br>Brand - you pay 35%<br>(minimum charge \$25;<br>maximum charge \$75)<br>Deductible does not apply  | Generic - you pay 25%<br>Brand - you pay 25% of allowed amount plus 35% of cost<br>(minimum charge \$25;<br>maximum charge \$75)<br>Deductible does not apply |
| Mail order – up to a 90 day supply                             | Generic - no charge<br>Brand - you pay 35%<br>(minimum charge \$50;<br>maximum charge \$150)<br>Deductible does not apply | Not covered   |

The PPO Green Plan includes the MetLife Green PPO Dental Plan, if you elect this medical plan, you will automatically be enrolled in the MetLife Green PPO Dental Plan.

# All states except Hawaii & Minnesota

No matter which medical plan you choose, you can save money with a Health Care Flexible Spending Account (FSA). If you enroll in the FSA benefit, you can use pre-tax money for the deductible, co-pays and other out-of-pocket costs. The Health Care Flexible Spending Account Worksheet on page 24 can help you decide how much money you should set aside.

| PPO Yellow Plan  |  | PPO Purple Plan   |  |
|--|--|---|--|
| In-Network   | Out-of-Network   | In-Network  | Out-of-Network   |
| \$6,000,000<br>(combined in and out of network)  | \$6,000,000<br>(combined in and out of network)  | \$6,000,000<br>(combined in and out of network)   | \$6,000,000<br>(combined in and out of network)  |
| \$500 / \$1,000  | \$1,000 / \$2,000  | \$3,000 per family member<br>(combined in and out of network)   | \$3,000 per family member<br>(combined in and out of network)  |
| \$2,000 / \$4,000<br>(does not include deductible)   | \$4,000 / \$8,000<br>(does not include deductible)   | \$2,000 per family member<br>(does not include deductible)  | \$10,000 per family member<br>(does not include deductible)  |
| You pay \$25, deductible does not apply<br>You pay \$45, deductible does not apply<br>You pay \$20, deductible does not apply<br>You pay \$20,<br>deductible does not apply  | You pay 40%, after deductible<br>You pay 40%, after deductible<br>You pay 40%, after deductible<br>You pay 40%, after deductible   | You pay \$10, deductible does not apply<br>You pay \$10, deductible does not apply<br>You pay \$10, deductible does not apply<br>You pay \$10, deductible does not apply  | You pay 40%, after deductible<br>You pay 40%, after deductible<br>Not covered<br>Not covered   |
| You pay \$25 for PCP/\$45 for Specialist;<br>after deductible<br>You pay \$150 plus 15%, after<br>deductible   | You pay 40%, after deductible<br>You pay 40%, after deductible   | You pay \$10, after deductible<br>You pay 20%, after deductible   | You pay 40%, after deductible<br>You pay 40%, after deductible   |
| You pay \$25 for PCP/\$45 for Specialist;<br>deductible does not apply   | You pay 40%, after deductible  | You pay \$10, deductible does not apply   | You pay 40%, after deductible  |
| You pay \$100 plus 15%,<br>deductible does not apply<br>You pay \$500 plus 15%, after deductible<br>You pay \$500 plus 15%, after deductible   | You pay \$100 plus 15%,<br>deductible does not apply<br>You pay 40%, after deductible<br>You pay 40%, after deductible   | You pay 20%,<br>deductible does not apply<br>You pay \$250, after deductible<br>You pay 20%, after deductible   | You pay 20%,<br>deductible does not apply<br>You pay 40%, after deductible<br>You pay 40%, after deductible  |
| You pay \$25 for PCP/\$45 for Specialist;<br>deductible does not apply<br>You pay \$500 plus 15%, after deductible   | You pay 40%, after deductible<br>You pay 40%, after deductible   | You pay \$10, deductible does not apply<br>You pay \$250, after deductible  | You pay 40%, after deductible<br>You pay 40%, after deductible   |
| Generic - you pay \$10<br>Brand - you pay 35%<br>(minimum charge \$40,<br>maximum charge \$120)<br>Deductible does not apply<br><br>Generic - you pay \$20<br>Brand - you pay 35%<br>(minimum charge \$80,<br>maximum charge \$240)<br>Deductible does not apply | Generic - you pay 25% plus \$10<br>Brand - you pay 25% of allowed amount plus<br>35% of cost<br>(minimum charge \$40;<br>maximum charge \$120)<br>Deductible does not apply<br><br>Not covered | Generic - you pay \$10<br>Brand formulary - you pay \$30<br>Brand non-formulary - you pay \$50<br>Deductible does not apply<br><br>Generic - you pay \$20<br>Brand formulary - you pay \$50<br>Brand non-formulary - you pay \$100<br>Deductible does not apply | Generic - you pay 25% + \$10<br>Brand formulary - you pay 25% + \$30<br>Brand non-formulary - you pay 25% + \$50<br>Deductible does not apply<br><br>Not covered |

If you would like more specific information about how these plans cover specific medical conditions, please call Blue Shield Member Services at 888.235.1765 or ABM's Benefits Service Center at 888.351.4003 to request a plan summary.

# Minnesota

## HealthPartners PPO Plans – Summary

If you choose a PPO plan, you may see any provider you wish. If you choose an in-network provider or hospital, you will pay less. Before HealthPartners starts paying for hospital visits or other services, you must pay the deductible. After you satisfy the deductible, you will have to pay a percentage of the cost for hospitalization or other services, until you reach the calendar year out-of-pocket maximum.

Out-of-network providers do not agree to negotiated fees with the insurance carrier. Their charges are subject to Reasonable and Customary (R&C) reimbursement. This means they may charge a higher rate than is allowed by the carrier. In these cases, you are responsible for the coinsurance plus any amount above the R&C reimbursement level.

|   | PPO Green Plan   |   |
|---|--|---|
|   | In-Network   | Out-of-Network                                  |
| <b>General Information</b>                              |  |   |
| Maximum lifetime benefit                                | Unlimited  | \$1,000,000                                     |
| Calendar year deductible (individual/family)            | \$1,000 / \$2,000  | \$2,000 / \$4,000                               |
| Calendar year out-of-pocket maximum (individual/family) | \$5,000 / \$10,000<br>(deductible is included)   | \$10,000 / \$30,000<br>(deductible is included) |
| <b>Outpatient Services Co-pay</b>                       |  |   |
| Office visit  | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| Specialist  | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| Routine physical – adults                               | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| Well baby visits / routine physicals – children         | No charge  | You pay 50%, after deductible                   |
| Diagnostic lab and X-rays                               | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| Outpatient surgery                                      | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| Urgent care   | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| <b>Hospital Services</b>                                |  |   |
| Emergency room  | You pay 20%, after deductible  | You pay 20%, after deductible                   |
| Inpatient hospital                                      | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| Maternity   | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| <b>Mental Health and Substance Abuse</b>                |  |   |
| Outpatient Services Co-pays                             | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| Inpatient hospital                                      | You pay 20%, after deductible  | You pay 50%, after deductible                   |
| <b>Prescription Drugs</b>                               |  |   |
| Retail – up to a 31 day supply                          | Generic - no charge<br>Formulary brand - you pay 35%<br>Non-formulary brand - 45%<br>Deductible does not apply | You pay 50%, after deductible                   |
| Mail order – up to a 93 day supply                      | Generic - no charge<br>Formulary brand - you pay 35%<br>Non-formulary brand - 45%<br>Deductible does not apply | Not covered                                     |

The PPO Green Plan includes the MetLife Green PPO Dental Plan. If you elect this medical plan, you will automatically be enrolled in the MetLife Green PPO Dental Plan.

No matter which medical plan you choose, you can save money with a Health Care Flexible Spending Account (FSA). If you enroll in the FSA benefit, you can use pre-tax money for the deductible, co-pays and other out-of-pocket costs. The Health Care Flexible Spending Account Worksheet on page 24 can help you decide how much money you should set aside.

| PPO Yellow Plan   |  | PPO Purple Plan   |  |
|---|--|---|--|
| In-Network*   | Out-of-Network                                 | In-Network Only   | Out-of-Network                                 |
| Unlimited<br>\$500 / \$1,000  | \$1,000,000<br>\$1,000 / \$2,000               | Unlimited<br>\$2,500 / \$5,000  | \$1,000,000<br>\$5,000 / \$12,000              |
| \$2,500 / \$5,000<br>(deductible is included)   | \$5,000 / \$10,000<br>(deductible is included) | \$5,000 / \$10,000<br>(deductible is included)  | \$8,000 / \$16,000<br>(deductible is included) |
| You pay 15%, after deductible*  | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible*  | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| No charge, deductible does not apply  | You pay 40%, after deductible                  | No charge, deductible does not apply  | You pay 50%, after deductible                  |
| No charge, deductible does not apply  | You pay 40%, after deductible                  | No charge, deductible does not apply  | You pay 50%, after deductible                  |
| You pay 15%, after deductible   | You pay 40%, after deductible                  | You pay 25%, after deductible;<br>no charge for preventive  | You pay 50%, after deductible                  |
| You pay 20%, after deductible   | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible*  | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible   | You pay 15%, after deductible                  | You pay 25%, after deductible   | You pay 25%, after deductible                  |
| You pay 15%, after deductible   | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible   | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible*  | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible   | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible*  | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| You pay 15%, after deductible   | You pay 40%, after deductible                  | You pay 25%, after deductible   | You pay 50%, after deductible                  |
| Generic - you pay \$10<br>Formulary brand - you pay 35%<br>Non-formulary brand - you pay 45%<br>Deductible does not apply | You pay 40%, after deductible                  | After the deductible, you pay:<br>Generic - you pay 25%<br>Brand preferred - you pay 25%<br>Brand non-preferred - you pay 25% | You pay 50%, after deductible                  |
| Generic - you pay \$30<br>Formulary brand - you pay 35%<br>Non-formulary brand - you pay 45%<br>Deductible does not apply | Not covered                                    | After the deductible, you pay:<br>Generic - you pay 25%<br>Brand preferred - you pay 25%<br>Brand non-preferred - you pay 25% | Not covered                                    |

If you would like more specific information about how these plans cover specific medical conditions, please call HealthPartners Member Services at 800.883.2177 or call ABM's Benefits Service Center at 888.351.4003 to request a plan summary.

**\*Three for Free:** Each enrolled member receives the first three office visits, urgent care, and mental and chemical health office visits combined in a calendar year are covered at 100%, not subject to the deductible. Physicians services are included; however, charges for day treatment services, group visits, office procedures, laboratory, radiology, and other ancillary services are not included and will be subject to your deductible and coinsurance.

# Virginia, Maryland & Washington D.C. & Oregon

## Kaiser HMO Plans — Summary

You must receive all services from a Kaiser physician at a Kaiser facility, except in cases of medical emergency.

|  | Virginia, Maryland & Washington DC<br>In-Network Only   | Oregon<br>In-Network Only                      |
|--|---|--|
| <b>General Health Provisions</b>                           |   |  |
| Maximum lifetime benefit                                   | Unlimited   | Unlimited                                      |
| Calendar year deductible<br>(individual/family)            | Not applicable  | Not applicable                                 |
| Calendar year out-of-pocket maximum<br>(individual/family) | \$3,500 / \$9,400   | \$1,500 / \$3,000                              |
| <b>Outpatient Services Co-pay</b>                          |   |  |
| Office visit   | You pay \$25  | You pay \$25                                   |
| Specialist   | You pay \$50  | You pay \$50                                   |
| Routine physical — adults                                  | No charge   | You pay \$25                                   |
| Well baby visits / routine physicals — children            | No charge (up to age 5)   | No charge (up to age 2)                        |
| Diagnostic lab and X-rays                                  | No charge   | No charge                                      |
| Outpatient surgery   | You pay \$100   | You pay \$100                                  |
| Urgent care  | You pay \$50  | You pay \$40                                   |
| <b>Hospital Services</b>                                   |   |  |
| Emergency room<br>(waived if admitted)                     | You pay \$150   | You pay \$150                                  |
| Inpatient hospital   | You pay \$500   | You pay \$500                                  |
| Maternity  | You pay \$500   | You pay \$500                                  |
| <b>Mental Health and Substance Abuse</b>                   |   |  |
| Outpatient Services Co-pays                                | You pay \$20<br>You pay \$10 for group sessions   | You pay \$25                                   |
| Inpatient hospital   | You pay \$500   | You pay \$500                                  |
| <b>Prescription Drugs</b>                                  |   |  |
| Retail — up to a 30 day supply                             | Kaiser Pharmacy:<br>Generic - you pay \$10<br>Preferred Brand - you pay \$20<br>Non-preferred Brand - you pay \$35<br><br>Network Pharmacy:<br>Generic - you pay \$20<br>Preferred Brand - you pay \$40<br>Non-preferred Brand - you pay \$55 | Generic - you pay \$10<br>Brand - you pay \$25 |
| Mail order — up to a 90 day supply                         | Generic - you pay \$20<br>Preferred Brand - you pay \$40<br>Non-preferred Brand - you pay \$70  | Generic - you pay \$20<br>Brand - you pay \$50 |

If you would like more specific information about how these plans cover specific medical conditions, please call Kaiser Member Services at 301.468.6000 if you reside in Virginia, Maryland or Washington D.C. Call 503.813.2000 if you reside in the Portland, Oregon, area. Call 800.813.2000 if you reside in the rest of Oregon. You may also call ABM's Benefits Service Center at 888.351.4003 to request a plan summary.

## Colorado, Georgia & Ohio

No matter which medical plan you choose, you can save money with a Health Care Flexible Spending Account (FSA). If you enroll in the FSA benefit, you can use pre-tax money for the deductible, co-pays and other out-of-pocket costs. The Health Care Flexible Spending Account Worksheet on page 24 can help you decide how much money you should set aside.

| Colorado<br>In-Network Only  | Georgia<br>In-Network Only  | Ohio<br>In-Network Only  |
|--|---|--|
| Unlimited<br>Not applicable<br>\$2,000 / \$4,500   | Unlimited<br>Not applicable<br>Not applicable   | Unlimited<br>Not applicable<br>\$2,000 / \$6,000   |
| You pay \$25<br>You pay \$50   | You pay \$25<br>You pay \$50  | You pay \$25<br>You pay \$50   |
| You pay \$25   | You pay \$25  | You pay \$25   |
| You pay \$5 (up to age 17)<br>No charge<br>You pay \$100<br>You pay \$50                             | No charge (up to 24 months)<br>No charge<br>You pay \$100<br>You pay \$50   | You pay \$25<br>No charge<br>You pay \$100<br>You pay \$40   |
| You pay \$150<br>You pay \$500<br>You pay \$500  | You pay \$150<br>You pay \$500<br>You pay \$500   | You pay \$150<br>You pay \$500<br>You pay \$500  |
| You pay \$25<br>You pay \$12 for group sessions<br>You pay \$500                                     | You pay \$25<br>You pay \$12 for group sessions<br>You pay \$500  | You pay \$50<br>You pay \$25 for group sessions<br>You pay \$500   |
| Generic - you pay \$10<br>Brand - you pay \$25<br><br>Generic - you pay \$20<br>Brand - you pay \$50 | Kaiser Pharmacy:<br>Generic - you pay \$10<br>Brand - you pay \$25<br><br>Network Pharmacy:<br>Generic - you pay \$16<br>Brand - you pay \$31<br><br>Generic - you pay \$20<br>Brand - you pay \$50 | Generic - you pay \$10<br>Brand - you pay \$25<br><br>Generic - you pay \$10 (62 day supply)<br>Brand - you pay \$25 (62 day supply) |

If you would like more specific information about how these plans cover specific medical conditions, please call Kaiser Member Services at 303.338.3800 if you reside in Denver or 888.681.7878 if you reside in Colorado Springs. If you reside in Georgia, please call 404.261.2590. If you reside in Ohio, please call 800.686.7100. You may also call ABM's Benefits Service Center at 888.351.4003 to request a plan summary.

# Hawaii

## HMSA (Hawaii) & Kaiser HMO Plans — Summary

If you elect the HMSA plan, you must select Primary Care Physicians (PCPs) for you and your dependents. All care, except emergency services, must be coordinated through the PCP in order to receive the benefits. You can change your PCP each month by calling Member Services. If you elect the Kaiser plan, you must receive all services from a Kaiser Physician at a Kaiser facility except in the case of a medical emergency.

If you enroll in the Flexible Spending Account benefit, you can save money by paying for co-pays and other out-of-pocket costs with pre-tax money. Refer to page 23 for more information.

|   | HMSA<br>In-Network Only  | Kaiser<br>In-Network Only  |
|---|--|--|
| <b>Financial Protection</b>                             |  |  |
| Maximum lifetime benefit                                | Unlimited  | Unlimited  |
| Calendar year deductible (individual/family)            | Not applicable   | Not applicable   |
| Calendar year out-of-pocket maximum (individual/family) | \$2,500 / \$7,500  | \$2,000 / \$6,000  |
| <b>Office and Specialist Co-pay</b>                     |  |  |
| Office visit  | You pay \$15   | You pay \$15   |
| Specialist  | You pay \$15   | You pay \$15   |
| Routine physical — adults                               | You pay \$15   | No charge  |
| Well baby visits / routine physicals — children         | No charge (up to age 5)  | No charge (up to 24 months)  |
| Diagnostic lab and X-rays                               | You pay 20%  | You pay \$15 per department, per day   |
| Outpatient surgery                                      | You pay \$15   | You pay \$15   |
| Urgent care   | You pay \$15   | You pay \$15   |
| <b>Hospital Services</b>                                |  |  |
| Emergency room (waived if admitted)                     | You pay \$75 if you see a Blue Cross Blue Shield provider; you pay 20% for all other providers | You pay \$50 within the Hawaii service area. You pay 20% outside the service area, co-pay not waived if admitted |
| Inpatient hospital                                      | You pay 20%  | You pay \$50 per day   |
| Maternity   | You pay 20%  | You pay \$50 per day   |
| <b>Outpatient Services Co-pay</b>                       |  |  |
| Outpatient Services Co-pays                             | You pay \$15   | You pay \$15   |
| Inpatient hospital                                      | You pay 20%  | You pay \$50 per day   |
| <b>Prescription Drugs</b>                               |  |  |
| Retail — up to a 30 day supply                          | Generic - you pay \$5<br>Preferred brand - you pay \$20<br>Other brand - you pay \$55          | Generic - you pay \$10<br>Brand - you pay \$20   |
| Mail order — up to a 90 day supply                      | Generic - you pay \$10<br>Preferred brand - you pay \$45<br>Other brand - you pay \$150        | Generic - you pay \$20<br>Brand - you pay \$40   |

If you would like more specific information about how the HMSA HMO plan covers specific medical conditions, please call HMSA Hawaii Member Services at 800.776.4672. For more information about the Kaiser Plan, please call Kaiser Member Services at 808.432.5955. You may also call ABM's Benefits Service Center at 888.351.4003 to request a plan summary.

## Kaiser and Blue Shield HMO Plans – Summary

If you elect Kaiser, you must receive all services from a Kaiser physician at a Kaiser facility, except in cases of medical emergency. If you elect the Blue Shield HMO plan, you must select Primary Care Physicians (PCPs) for you and your dependents. All care, except emergency services, must be coordinated through the PCP in order to receive benefits. You can change your PCP each month by calling Member Services.

If you enroll in the Flexible Spending Account benefit, you can save money by paying for co-pays and other out-of-pocket costs with pre-tax money. Refer to page 23 for more information.

|   | Kaiser<br>In-Network Only                       | Blue Shield<br>In-Network Only  |
|---|---|---|
| <b>General Health Services</b>                          |   |   |
| Maximum lifetime benefit                                | Unlimited                                       | Unlimited   |
| Calendar year deductible (individual/family)            | Not applicable                                  | Not applicable  |
| Calendar year out-of-pocket maximum (individual/family) | \$1,500 / \$3,000                               | \$2,000 / \$4,000   |
| <b>Outpatient Services (Co-pays)</b>                    |   |   |
| Office visit  | You pay \$25                                    | You pay \$20  |
| Specialist  | You pay \$50                                    | You pay \$20 with a referral or \$30 without a referral   |
| Routine physical – adults                               | You pay \$25                                    | No charge   |
| Well baby visits / routine physicals – children         | You pay \$5                                     | No charge   |
| Diagnostic lab and X-rays                               | No charge                                       | No charge   |
| Outpatient surgery                                      | You pay \$100                                   | You pay \$150   |
| Urgent care   | You pay \$25                                    | You pay \$50  |
| <b>Hospital Services</b>                                |   |   |
| Emergency room (waived if admitted)                     | You pay \$150                                   | You pay \$100   |
| Inpatient hospital                                      | You pay \$500                                   | You pay \$500 per admission   |
| Maternity   | You pay \$500                                   | No charge   |
| <b>Mental Health and Substance Abuse</b>                |   |   |
| Outpatient Services (Co-pays)                           | You pay \$25<br>You pay \$12 for group sessions | You pay \$20  |
| Inpatient hospital                                      | You pay \$500                                   | You pay \$500 per admission   |
| <b>Prescription Drugs</b>                               |   |   |
| Retail – up to a 30 day supply                          | Generic – you pay \$10<br>Brand – you pay \$25  | Generic – you pay \$10<br>Brand – you pay 35%<br>(minimum charge \$25,<br>maximum charge \$75)  |
| Mail order – up to a 100 day supply                     | Generic – you pay \$20<br>Brand – you pay \$50  | Generic – you pay \$20<br>Brand – you pay 35%<br>(minimum charge \$50,<br>maximum charge \$150) |

If you would like more specific information about how the Kaiser plan covers specific medical conditions, please call Kaiser Member Services at 800.454.4000 if you reside in California. For information about the Blue Shield plan, please call Blue Shield Member Services at 888.235.1765. You may also call ABM's Benefits Service Center at 888.351.4003 to request a plan summary.

**Group Health Cooperative HMO Plan – Summary****Blue Cross Blue Shield of Illinois HMO Plan – Summary**

For both of these HMO plans, you must select Primary Care Physicians (PCPs) for you and your dependents. All care, except emergency services, must be coordinated through the PCP in order to receive the benefits. You can change your PCP each month by calling Member Services.

If you enroll in the Flexible Spending Account benefit, you can save money by paying for co-pays and other out-of-pocket costs with pre-tax money. Refer to page 23 for more information.

|  | Washington<br>(Group Health Cooperative - GHC)<br>In-Network Only | Blue Cross Blue Shield<br>of Illinois<br>In-Network Only                                     |
|--|---|--|
| <b>General Plan Provisions</b>                                     |   |  |
| Maximum lifetime benefit   | Unlimited   | Unlimited  |
| Calendar year deductible<br>(individual/family)                    | Not applicable  | Not applicable   |
| Calendar year out-of-pocket maximum<br>(individual/family)         | \$1,500 / \$3,000   | \$1,500 / \$3,000  |
| <b>Outpatient Services Co-pays</b>                                 |   |  |
| Office visit   | You pay \$25  | You pay \$25   |
| Specialist   | You pay \$50  | You pay \$45   |
| Routine physical – adults  | You pay \$25  | You pay \$10   |
| Well baby visits / routine physicals – children                    | You pay \$25  | You pay \$10   |
| Diagnostic lab and X-rays  | No charge   | No charge if referred  |
| Outpatient surgery   | You pay \$100   | You pay \$100  |
| Urgent care  | You pay \$25  | You pay \$25 for PCP or \$45 for Specialist  |
| <b>Hospital Services</b>   |   |  |
| Emergency room<br>(waived if admitted)                             | You pay \$50 - GHC Facility<br>You pay \$200 - Non-GHC Facility   | You pay \$150  |
| Inpatient hospital   | You pay \$500 per admission                                       | You pay \$500 per admission  |
| Maternity  | You pay \$500 per admission                                       | You pay \$500 per admission  |
| <b>Medical Health and Substance Abuse</b>                          |   |  |
| Outpatient Services Co-pays  | You pay \$25  | You pay \$45   |
| Inpatient hospital   | You pay \$500 per admission                                       | You pay \$500 per admission  |
| <b>Prescription Drugs</b>  |   |  |
| Retail – up to a 30 day supply<br>(up to a 34 day supply for BCBS) | Generic - you pay \$10<br>Brand - you pay \$25                    | Generic - you pay \$10<br>Brand - you pay 35%<br>(minimum charge \$25, maximum charge \$75)  |
| Mail order - up to a 90 day supply                                 | Generic - you pay \$20<br>Brand - you pay \$50                    | Generic - you pay \$20<br>Brand - you pay 35%<br>(minimum charge \$50; maximum charge \$150) |

If you would like more specific information about how the Group Health Cooperative HMO plan covers specific medical conditions, call Group Health Cooperative Member Services at 888.901.4836 if you reside in Washington.

If you would like more specific information about how the Blue Cross Blue Shield of Illinois HMO plan covers specific medical conditions, please call Blue Cross Blue Shield of Illinois Member Services at 800.892.2803.

You may also call ABM's Benefits Service Center at 888.351.4003 to request a plan summary.

## Dental Plans

ABM offers employees three dental plans, depending on where you live and what medical benefit you choose. The MetLife PPO Green plan is available only if you enroll in either the Blue Shield or HealthPartners PPO Green medical plan, see pages 10 and 12

### MetLife Dental PPO Plans

With these plans, you can receive care from any provider, however, you will receive a higher level of benefit if you stay in-network. Even though the benefit percentages are the same, there are costs that make out-of-network usage much more expensive. Network providers have contracts with MetLife and they provide discounts for their services prior to your benefit percentage being applied.

Out-of-network providers do not agree to discounted fees. Their charges are subject to Reasonable and Customary

(R&C) reimbursement. This means the dentist may charge a higher rate than is allowed by the carrier. In these cases, you are responsible for the coinsurance amount and any amount in excess of the R&C reimbursement level.

### Delta Dental DeltaCare USA

Generally, you will pay less money if you enroll in this HMO dental plan. However, you and your family members must select a Primary Care Dentist or Dentist Office. The network of HMO dentists can be small. Call your dentist and make sure s/he is part of the DeltaCare USA DHMO network before you enroll. You may change your dentist by calling Member Services at 800.422.4234.

ABM's DeltaCare HMO plan is available in: Arizona, California, Florida, Georgia, Illinois, Maryland, Nevada, New York, Pennsylvania, Texas, Utah, and Washington D.C.

| Plan Design   | MetLife Green PPO<br>www.metlife.com/mybenefits      | MetLife PPO<br>www.metlife.com/mybenefits            | DeltaCare HMO<br>www.deltadentalins.com              |
|---|--|--|--|
|   | Available only with the Green PPO medical plan       |  |  |
| <b>General Plan Provisions</b>  |  |  |  |
| Calendar year dental maximum  | \$3,000 per person                                   | \$2,000 per person                                   | No annual maximum                                    |
| Calendar year deductible (individual / family)                                    | \$25 / \$75  | \$50 / \$150   | No annual deductible                                 |
| <b>Covered Services</b>   |  |  |  |
| Preventive<br>Includes: exams, teeth cleaning and x-rays                          | No charge for 2 cleanings; deductible does not apply | No charge for 2 cleanings; deductible does not apply | No charge  |
| Basic<br>Includes: fillings, extractions, endodontics, periodontics, oral surgery | You pay 30% of contracted rate; deductible applies   | You pay 30% of contracted rate; deductible applies   | You pay approximately 20%                            |
| Major<br>Includes: crowns, inlays, onlays, bridges, dentures, and restorations    | You pay 50% of contracted rate; deductible applies   | You pay 50% of contracted rate; deductible applies   | You pay approximately 40%                            |
| Orthodontia<br>Available to children and adults                                   | You pay 50% of contracted rate; deductible applies   | You pay 50% of contracted rate; deductible applies   | Set co-pays apply, refer to the Schedule of Benefits |
| Lifetime orthodontia maximum  | \$2,500  | \$1,500  | No lifetime benefit maximum                          |
| Group Number  | 123288   | 12288  | See page 33  |

## Using Your Dental Benefits

- You do not need a dental ID card to receive services. When you call to make an appointment, tell your dentist the name of your dental plan and the ABM group number. This number can be found on the *Contacting Your Carriers* pages. You will receive an ID card from Delta Dental if you select the DeltaCare USA DHMO plan. If you select a PPO dental plan, you will receive a non-personalized PPO ID card in the mail. You may request additional MetLife ID cards by calling ABM's Benefits Service Center.
- You can find out how a dental procedure will be covered in advance. Call your plan's Member Services department and ask for a "pre-determination of benefits" to find out how the procedure will be covered and how much you will have to pay.

# Medical Plan Comparison Worksheet

Use this worksheet to help evaluate the medical benefits available to you through ABM.

Directions: Start with the monthly contributions for the medical and dental plans you want to compare. Estimate the number and types of services you and your family may need in 2010. Refer to the medical plans to determine the specific cost of those services for each option. Sum the annual rates and the out-of-pocket costs to determine your Estimated Annual Cost.

|   | Plan 1                               | Plan 2           | Plan 3           |
|---|--------------------------------------|------------------|------------------|
|   |                                      |                  |                  |
|   | <b>Anticipated health care needs</b> | <b>Your cost</b> | <b>Your cost</b> |
| <b>Monthly Medical &amp; Dental Contributions</b>   |                                      |                  |                  |
| Monthly medical contribution  |                                      |                  |                  |
| Monthly dental contribution   |                                      |                  |                  |
| <b>Annual Medical &amp; Dental Costs</b><br>(add the monthly medical and dental rates then multiply by 12)                            |                                      |                  |                  |
| <b>Office Visits</b>  |                                      |                  |                  |
| Office visits   | # of visits:                         |                  |                  |
| Specialist visits   | # of visits:                         |                  |                  |
| Routine physical<br>(1 per covered family member)   | # of visits:                         |                  |                  |
| Outpatient surgery  | # of procedures:                     |                  |                  |
| <b>Hospital Services</b>  |                                      |                  |                  |
| Inpatient hospital  | Have you planned any surgeries?      |                  |                  |
| <b>Prescription Drugs</b>   |                                      |                  |                  |
| Retail  |                                      |                  |                  |
| Mail order  |                                      |                  |                  |
| <b>Estimated Annual Dental Costs (excluding monthly contribution)</b>   |                                      |                  |                  |
| <b>Example Annual Cost</b>  |                                      |                  |                  |
| Add the <b>Annual Medical &amp; Dental Costs</b> plus all other estimated costs to determine your estimated annual cost for each plan |                                      |                  |                  |

# Vision Benefits

Vision Service Plan (VSP) provides ABM's vision benefit. For 2010, the monthly premium costs are:

|                      |         |
|----------------------|---------|
| Employee-only        | \$5.00  |
| Employee +1          | \$9.00  |
| Employee + 2 or more | \$15.00 |

With this plan you may see any provider you wish. However, your out-of-pocket costs will be lower if you use an in-network provider.

*Note: you will not receive an ID card from VSP. Your vision provider will use your social security number to verify your eligibility, as well as your dependents.*

In addition to the core benefit, you have access to a number of discounts through VSP including:

- 35-40% savings on lens coatings
- If you buy frames that cost more than the \$120 frame allowance, you will receive 20% off the additional cost
- 30% off additional prescription glasses or prescription sunglasses if purchased on the same day as your appointment, otherwise 20% if purchased within the year
- Savings on laser vision correction
- If you have had laser vision surgery, you can use your frame allowance to buy non-prescription sunglasses from a VSP provider

| Plan Design   | Vision Service Plan (VSP)<br>www.vsp.com |                       |
|---|--|-----------------------|
|   | In-Network                               | Out-of-Network        |
| <b>Co-pay for eye exam and eyeglasses</b><br>(one exam every 12 months) | \$25                                     | \$25                  |
| <b>Eye Glass Lenses</b><br>(one pair every 12 months)                   |  |                       |
| Single vision   | No charge                                | \$45 maximum benefit  |
| Lined bifocal   | No charge                                | \$65 maximum benefit  |
| Lined trifocal  | No charge                                | \$85 maximum benefit  |
| Progressive   | No charge                                | \$85 maximum benefit  |
| <b>Eye Glass Frames</b><br>(one pair every 24 months)                   | \$130 maximum benefit                    | \$47 maximum benefit  |
| <b>Contact Lenses</b><br>(one order every 12 months)                    |  |                       |
| Visually Necessary  | No charge                                | \$210 maximum benefit |
| Elective  | \$120 maximum benefit                    | \$105 maximum benefit |

Routine eye exams can identify serious medical problems, like constricted arteries, much earlier than medical exams. Even if you think your vision is fine, take advantage of the annual eye exam benefit.

## Wellness Resources and Discounts

ABM values your work and wants to help you and your family stay healthy and happy. ABM's benefits provide a lot of ways to improve your health and save you money. Below are some of the extra benefits that are available to you if you enroll in the Blue Shield or Kaiser medical plans or the MetLife dental plans.

**Blue Shield of California** provides members with Healthy Lifestyle Rewards, an interactive online program that gives you the resources, motivation and support you need to start and stay on the road to better health. You'll find tools to help with your goals of getting in shape, eating right, reducing stress or quitting smoking. Through [www.mylifepath.com/hw](http://www.mylifepath.com/hw), you can access up-to-date health information and easy-to-use tools plus you can:

- Chat with a registered nurse who can offer health information and self-care tips for routine illnesses and injuries
- Speak with a lawyer for a 30-minute initial consultation at no cost and receive discounts on future services
- Receive at least 25% off published fees when you receive services from participating acupuncture, massage therapy and chiropractic practitioners through the Mylifepath Alternative Health Services Discount Program

**Kaiser** provides a number of resources you can access when you visit [www.kp.org](http://www.kp.org). You can access your complete medical record, e-mail your doctor, order prescription refills or make an appointment online. Additionally, Kaiser provides comprehensive information about different medical conditions, different drugs and alternative therapies. Through their website, you can also:

- Use a customized healthy lifestyle program
- Find healthy living classes in your neighborhood
- Receive special discounts on Weight Watchers, fitness club memberships and acupuncture or chiropractic care

**MetLife** offers you a number of tools at [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits). When you enter ABM as the company name, you can use MetLife's online Oral Health Library. Within the library you will have access to information that helps you improve the dental health of yourself and your family, learn about various dental conditions and explore how dental health can impact your overall health.

# Health Care Flexible Spending Account

Flexible Spending Accounts (FSA) allow you to pay for health care goods and services you use with money deducted from your paycheck before it is taxed. This can reduce your eligible health care expenses by as much as 30%. This plan is administered by WageWorks.

Starting in 2010, ABM's FSA benefit will include a 10 week grace period. With the grace period, you can use your 2010 contributions to reimburse expenses incurred between January 1, 2010 and March 15, 2011. Previously, all expenses had to be incurred by the end of the calendar year.

## \$5,000 Annual Limit

You are allowed to pay for qualifying out-of-pocket health care expenses for you and your dependents. The amount you choose to contribute will be deducted from your pay in equal installments throughout the year. You cannot change this amount unless you have a qualifying life event (see Eligibility for Benefits on page 7). You must contribute a minimum of \$300. Your election does not rollover; you must make an election every year.

Enroll online at: [www.wageworks.com](http://www.wageworks.com) or call 877.924.3967

Plan carefully when determining how much to contribute. The IRS has imposed a "use it or lose it" rule. Eligible expenses for services rendered during the plan year - January 1, 2010 through March 15, 2011 - must be submitted for reimbursement by the end of June 15, 2011. Any amount remaining in your health care account at the end of that period will be forfeited, as required by law

*"Not only is the debit card simple and convenient, but the website is fabulous."*

-Vivian Smith  
ABM Employee

## Using Your Debit Card

For your convenience, WageWorks, our Flexible Spending Account administrator, provides debit cards that can be used to purchase eligible health care goods and services. If your debit card expires in December 2009, you will receive a new card. Otherwise, use your existing card for 2010. The FSA account and debit card are regulated by the IRS and certain rules apply. You can use your debit card for:

1. **Eligible goods and services at health care providers and select pharmacies.** If you use the card at a health care provider or at a pharmacy that does not have an IRS-approved inventory system, WageWorks will likely require that you submit a receipt or your health insurance explanation of benefits (EOB) to verify that the transaction was for an eligible health care good or service.
2. **Eligible over-the-counter (OTC) items at general merchandise stores** (including most drugstores) that have an IRS-approved inventory and checkout system. Your card transaction will most likely be automatically verified at checkout, which means you will not have to submit a receipt to WageWorks after the transaction. You are, however, required to keep each receipt for tax purposes, in the event it is needed for verification.

You have 90 days from the date of the transaction to take care of any outstanding, unverified purchases. If you do not take action within 90 days:

1. The amount of the outstanding unverified card transactions may be deducted from your next claim submission.
2. Your card may be suspended. If your card is suspended, it will be reactivated 24 to 48 hours after approved receipts or repayments have been processed for the unverified card transactions.

**Before shopping for prescriptions and over-the-counter items, always visit [www.sigis.com](http://www.sigis.com) for a list of merchants that have an IRS-approved inventory system in place.**

**You must re-enroll in the Health Care Flexible Spending Account each year. Your decision to participate and the annual amount you contribute will not roll over from 2009 to 2010.**

# Health Care Flexible Spending Account Worksheet

## Calculating Your FSA Contribution

Use the chart below to help you project your 2010 expenses that are FSA-eligible. Don't forget any upcoming surgeries, hospital visits, dental work or vision needs you have planned.

| Medical Expenses   | Amount |
|--|--------|
| Medical plan deductible  |        |
| Co-pays for office visits  |        |
| Lab and x-ray fees   |        |
| Prescriptions (take the number of prescriptions you will buy for the year multiplied by the co-pay for each drug)  |        |
| Coinsurance for hospital visits, outpatient surgery, etc.  |        |
| Obstetrics and fertility   |        |
| Vision exams and supplies not covered by VSP or a medical plan including: eyeglasses, contacts, cleaning solution and other materials not covered by VSP |        |
| LASIK surgery  |        |
| Hearing exams and aids   |        |
| Chiropractic / acupuncture treatments  |        |
| Over the counter medications*  |        |
| Home health care   |        |
| Smoking cessation program (if prescribed by your doctor)   |        |
| Dental Expenses  |        |
| Deductible   |        |
| Co-pays  |        |
| Expenses over the annual benefit maximum   |        |
| Orthodontia  |        |
| Other  |        |
| Annual FSA Contribution  |        |
| Total the medical and dental expenses listed above to calculate your optimal annual FSA contribution.  |        |

\*Visit [www.wageworks.com](http://www.wageworks.com) to see a list of eligible over-the-counter medications. WageWorks also provides online calculators to help you determine how much to contribute.

## Sample Eligible Expenses

Many health care expenses are eligible for reimbursement through a flexible spending account. Below is a small sample of the types of items you can purchase. Remember, only health care expenses that are not reimbursed by insurance can be claimed.

### Health Care Expenses

- Acupuncture
- Alcoholism treatment
- Ambulance
- Chiropractic treatments
- Deductibles and co-pays
- Dental fees
- Eye exams
- Eye surgery
- Hearing exams and hearing aids
- Home health care
- Hospital bills
- Insulin
- Laboratory fees
- LASIK surgery
- Medical supplies (e.g. band-aids)
- Mileage incurred when going to or from medical appointments
- Obstetrics and fertility
- Orthodontia expenses
- Over-the-counter drugs like aspirin and allergy medicine
- Psychiatrist and psychologist's fees
- Prescription drugs
- Smoking cessation programs (if prescribed by your doctor)
- X-rays and MRI

### Over the Counter Items

- Allergy and sinus
  - Allergy medications
  - Asthma medications
  - Sinus medications
- Cough and cold
  - Cough & cold medications
  - Nasal decongestant
- Ear/eye care
  - Contact lens solution
  - Eye drops
- First aid
  - First aid cream
  - First aid kits
  - Hot and cold packs
  - Hydrogen peroxide
  - Medicated bandages
- Health aids
  - Antifungal treatments
  - Contraceptives
  - Diabetic supplies
  - Motion sickness tablets
  - Nicotine gum
  - Reading glasses
  - Sleeping aids
- Monitoring devices
  - Blood pressure monitor
  - Glucose meters
  - Pregnancy test
- Pain relief
  - Aspirin
  - Anti-inflammatory medication
- Skin care
  - Acne medications
  - Anti-itch medications
  - Cold sore medications
  - Diaper rash ointment
- Stomach care
  - Digestion/gas aids
  - Anti-diarrhea medications
  - Laxatives

## Employee Stock Purchase Plan (ESPP)

The ESPP provides all U.S. employees of ABM, including hourly, union, and part-time employees, a convenient way to become owners of the Company through the purchase of ABM common stock directly from the Company. Once enrolled, you can purchase ABM common stock each month through a payroll deduction.

There is no waiting period to enroll in this Plan.

As an ABM employee, the Company will provide a 5% discount on the stock price. The price per share of stock will be 95% of the market price on the last trading day of any calendar month.

Design features of the Plan include:

- Employee Discount: 5%
- Payroll Deduction: Minimum 1% of your pay
- Offering Period: Monthly
- Stock Purchased: Monthly (no minimum)
- Stock Hold Period: Six months from purchase date

Details of the Plan are explained in the ABM Employee Stock Purchase Plan Prospectus – available from ABM's Benefits Service Center. You should read the Prospectus carefully before you decide to participate in the offering. If you decide to participate, you will need to submit a completed Employee Stock Purchase Plan Enrollment form on or before the Offering Date.

## Commuter Transit & Parking Benefits

ABM provides a Transit benefit, through WageWorks, that allows you to save money on commuter and parking related expenses. With this benefit, you can use pre-tax dollars to pay for bus/subway/ferry tickets, passes, tokens, vanpool fares, commercial parking, and commuter parking costs. Eligibility for this benefit begins on the day you are hired.

For 2010, you can set aside:

- Up to \$230 per month for mass transit/public transportation (bus tickets, etc)
- Up to \$230 per month for parking expenses

The amount you contribute will be deducted from your paycheck pre-tax. To sign up for the benefit, change your contribution or update your account, visit [www.wageworks.com](http://www.wageworks.com) or call 877.824.3967 (877.WageWorks).

You must enroll in the program by the 5th day of the month immediately before the commuter period in which you wish to use the benefit. You will receive your first order of transit passes by mail for the beginning of that period. For example, you must enroll by May 5 for a transit pass effective June 1.

## Contacting Your Carriers

|                                    | Group Number | Type/Location               | Member Services  | Website                |
|------------------------------------|--------------|-----------------------------|--|------------------------|
| Blue Shield of CA                  | H53691       | HMO Plan/CA                 | 888.235.1765   | www.blueshieldca.com   |
|                                    | 970519       | PPO Green/CA                |  | www.blueshieldca.com   |
|                                    | 970520       | PPO Green/All other states  |  | www.blueshieldca.com   |
|                                    | 970522       | PPO Yellow/CA               |  | www.blueshieldca.com   |
|                                    | 970521       | PPO Yellow/All other states |  | www.blueshieldca.com   |
|                                    | 970293       | PPO Purple/CA               |  | www.blueshieldca.com   |
|                                    | 970294       | PPO Purple/All other states |  | www.blueshieldca.com   |
| HealthPartners                     | 17954        | Minnesota                   | 800.883.2177   | www.healthpartners.com |
| HMSA Hawaii                        | 63394-1-0    | HMO/Hawaii                  | 800.776.4672   | www.hmsa.com           |
| Blue Cross & Blue Shield of IL HMO | H19173       | HMO/IL                      | 800.692.2803   | www.bcbsil.com         |
| Kaiser Permanente                  | 9038         | HMO/Northern CA             | 800.464.4000   | www.kp.org             |
|                                    | 102205       | HMO/Southern CA             | 800.464.4000 Spanish: 800.788.0616<br>Mandarin/Cantonese: 800.757.7585 | www.kp.org             |
|                                    | 26937        | Colorado                    | Denver metro area: 303.338.3800<br>Colorado Springs: 888.681.7876      | www.kp.org             |
|                                    | 9334         | Georgia                     | 404.281.2590   | www.kp.org             |
|                                    | 15043        | Hawaii                      | 808.432.5955   | www.kp.org             |
|                                    | 18281        | MD, VA, Wash DC             | metro Wash DC: 301.468.6000  | www.kp.org             |
|                                    | 1240         | Ohio                        | 800.686.7100   | www.kp.org             |
|                                    | 14332        | Oregon                      | Portland area: 503.813.2000<br>all other areas: 800.813.2000           | www.kp.org             |
|                                    | 9796         | GHC (West Wash)             | 888.901.4636   | www.ghc.org            |
|                                    | 49796        | GHC (East Wash)             | 888.901.4636   | www.ghc.org            |
| VSP                                | 12225508     | Vision - National           | 800.877.7195   | www.vsp.com            |

## Contacting Your Carriers (cont.)

| Group Number                   |               | Type/Location                  | Member Services | Website  |
|--------------------------------|---------------|--------------------------------|-----------------|--|
| WageWorks                      |               | FSA - Health Care and Commuter | 877.924.3967    | <a href="http://www.wageworks.com">www.wageworks.com</a>                   |
| DeltaCare USA                  | 00072-4003 DC | Dental HMO                     | 800.422.4234    | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4104 FL |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4110 NY |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4109 NV |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4130 AZ |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4102 CA |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4106 IL |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4105 GA |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4108 MD |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4002 UT |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4001 PA |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
|                                | 00072-4107 TX |                                |                 | <a href="http://www.deltadentalins.com">www.deltadentalins.com</a>         |
| MetLife                        | 123288        | Dental PPO - National          | 800.942.0854    | <a href="http://www.metlife.com/mybenefits">www.metlife.com/mybenefits</a> |
| Bensinger, Dupont & Associates |               | Employee Assistance Program    | 800.272.2727    | <a href="http://www.bdaeap.com">www.bdaeap.com</a><br>passcode: abrneap    |
| Computershare                  |               | Employee Stock Purchase Plan   | 800.325.1542    | <a href="http://www.computershare.com">www.computershare.com</a>           |

## Glossary

**Balance Billing** – The practice of billing a member for the difference between what an Out-of-Network physician or dentist charges and what the insurance carrier has agreed to pay providers for specific services (see: Reasonable and Customary).

**Beneficiary** – The person you designate to receive your life and AD&D insurance proceeds in the event of your death.

**Calendar Year Out-of-Pocket Maximum** – Generally, the maximum amount of money a member will have to pay each year. Depending on the PPO plan, the calendar deductible may or may not be included in the Out-of-Pocket Maximum. The Out-of-Pocket Maximum excludes amounts over Reasonable and Customary as well as non-covered benefits.

**Coinurance** – The member and insurance company share the cost of covered procedures in a specific ratio (e.g., member pays 20% and the insurance company pays 80%). This is primarily used in medical and dental PPO plans. Coinurance does not apply until the member has paid the deductible.

**Contribution** – The per pay period and/or monthly cost of a benefit.

**Coordination of Benefits** – When one person is covered by more than one insurance plan, the two plans “coordinate” coverage to determine which insurance carrier pays first and which pays second.

**Co-pay** – A specific dollar amount you pay to the provider or pharmacy when receiving services or prescriptions.

**Deductible** – The amount you must pay before most services are covered. The deductible is generally waived for services that are subject to a co-payment, including prescription drugs.

### **Dependents** –

- Spouse or domestic partner, Civil Union, Reciprocal Beneficiary
- Children up to age 19 and children under age 26 if attending school full time (designated by a minimum of 12 units or 6 units if in graduate school)
- Any dependent child who is incapable of self-support because of a mental or physical disability that you claim on your federal tax return

**Formulary** – A list of preferred medications identified by the medical carrier. These medications are generally brand name drugs. Generally these medications are covered at a higher rate by the benefit provider. You can obtain a list of formulary medications by visiting the carrier websites located on the Contacting Your Carriers page.

**Guarantee Issue** – The amount of coverage (benefit) the insurance company is willing to provide regardless of your health. Guarantee Issue only applies if you enroll in the program when you are first eligible for coverage.

**In- and Out-of-Network** – All medical, dental and vision carriers have a designated network of doctors or dentists. If you seek care from an In-Network provider, the benefits you receive will be at a higher rate, resulting in less out-of-pocket cost.

**Mail Order** – A benefit that allows you to order certain maintenance drugs at a reduced cost. You receive multiple months’ worth of medication by mail.

**Non-formulary** – Any brand name medication that is not included on the formulary list.

**PCP** – Primary Care Physician. A doctor who is your first point of contact and who must coordinate your care and refer you to specialists. Primarily required by medical or dental HMO plans.

**Pre-Tax** – Money used to pay for certain benefits that is deducted from your pay before it is taxed. Pre-tax benefits can increase your take-home pay.

**Post-Tax** – Money used to pay for certain benefits that is deducted from your pay after it is taxed.

**Qualifying Life Event** – A significant life change, as defined on page 7, that allows you to make changes to your benefit choices outside of Open Enrollment.

**Reasonable and Customary** – The range of usual fees for comparable services charged by the medical or dental professionals in a geographic area. If your provider charges more than the reasonable and customary fee, you may be responsible for paying the difference (see: Balance Billing).

**Statement of Health** – A questionnaire that insurance companies use to ask about the health of a participant. Depending on the responses, this may lead to the requirement of a physical exam. These forms are often used if you apply for voluntary life insurance benefits outside of your initial eligibility period.

[www.abm.com](http://www.abm.com)

such Health Benefits to be provided within thirty (30) days of award of this Contract; and

- c. The "Calculation of Hourly Rate" forms included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

### **13. Available Documents**

The following documents will be made available for reference and examination: There will be partial drawings available for review. No documents or drawings will be allowed to be taken off premises.

Copy of current contract 4600003890.

### **14. Attached Documents**

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached. See Attachment A (Current Wages)

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.

There is no guarantee that these wages will be the same at the commencement of the new Contract.

If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under contract 4600003890 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached active employee list.

**ATTACHMENT A**

Current Wages Contract # 4600003890

| First name | Job                       | Hrly/BiWkly Rate | Annual salary |
|------------|---------------------------|------------------|---------------|
| 1          | OXF BELT MAINTAINER       | \$18.50          | \$38,480.00   |
| 2          | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 3          | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 4          | OXF BELT MAINTAINER       | \$16.00          | \$33,280.00   |
| 5          | OXF BELT MAINTAINER       | \$15.50          | \$32,240.00   |
| 6          | OXF BELT MAINTAINER       | \$15.00          | \$31,200.00   |
| 7          | OXF BELT MAINTAINER       | \$13.50          | \$28,080.00   |
| 8          | OXF BELT MAINTAINER       | \$13.00          | \$27,040.00   |
| 9          | OXF BELT MAINTAINER       | \$13.50          | \$28,080.00   |
| 10         | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 11         | OXF BELT MAINTAINER       | \$15.00          | \$31,200.00   |
| 12         | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 13         | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 14         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 15         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 16         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 17         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 18         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 19         | OXF BELT MAINTAINER       | \$11.50          | \$23,820.00   |
| 20         | OXF BELT MAINTAINER       | \$11.50          | \$23,820.00   |
| 21         | OXF BELT MAINTAINER       | \$11.50          | \$23,820.00   |
| 22         | OXF BELT MAINTAINER       | \$11.50          | \$23,820.00   |
| 23         | OXF BELT MAINTAINER       | \$11.50          | \$23,820.00   |
| 24         | OXF BELT MAINTAINER       | \$11.50          | \$23,820.00   |
| 25         | OXF BELT MECHANIC         | \$19.00          | \$39,520.00   |
| 26         | OXF BELT MECHANIC         | \$20.00          | \$41,600.00   |
| 27         | OXF BELT MECHANIC         | \$22.00          | \$45,760.00   |
| 28         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 29         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 30         | OXF BELT MECHANIC         | \$20.00          | \$41,600.00   |
| 31         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 32         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 33         | OXF BELT MECHANIC         | \$20.50          | \$42,640.00   |
| 34         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 35         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 36         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 37         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 38         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 39         | OXF BELT MECHANIC         | \$21.00          | \$43,680.00   |
| 40         | OXF BELT MECHANIC         | \$19.00          | \$39,520.00   |
| 41         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 42         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 43         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 44         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 45         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 46         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 47         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 48         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 49         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 50         | OXF BELT MECHANIC         | \$21.00          | \$43,680.00   |
| 51         | OXF BELT MECHANIC         | \$17.00          | \$35,360.00   |
| 52         | OXF BELT MECHANIC         | \$17.00          | \$35,360.00   |
| 53         | OXF BELT MECHANIC         | \$17.00          | \$35,360.00   |
| 54         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 55         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 56         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 57         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 58         | OXF MANAGER               | \$31.01          | \$64,500.00   |
| 59         | OXF MECHANIC/ELECTRIC PLC | \$28.50          | \$55,120.00   |
| 60         | OXF MECHANIC/ELECTRIC PLC | \$28.50          | \$55,120.00   |
| 61         | OXF MECHANIC/ELECTRIC PLC | \$28.50          | \$55,040.00   |
| 62         | OXF GENERAL MANAGER       | \$35.34          | \$73,600.00   |

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,  
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## PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

### 1. General Agreement

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

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

### 2. Duration

- a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

### **3. Payment**

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within forty-five (45) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the

difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

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

All Contract prices submitted by the Contractor and agreed to by Port Authority shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Part III page 2 " in paragraph 2 part c, hereof) 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"). In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period.

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve-month anniversary of the Commencement Date of this Contract.

The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

Effective on the first day of each Option Period exercised (excluding the 120 day Extension Period) hereunder, the amounts payable shall be adjusted as follows:

For the first year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2012 and November 2013. 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 November 2013 and the denominator of which is the Price Index for November 2012. The resulting product shall be the amounts payable to the Contractor in the first year of the three (3) year Option Period.

For the second year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2013 and November 2014. The amounts payable to the Contractor in the first year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2014 and the denominator of which is the Price Index for November 2013. The resulting product shall be the amounts payable to the Contractor in the second year of the three (3) year Option Period.

For the third year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2014 and November 2015. The amounts payable to the Contractor in the second year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2015 and the denominator of which is the Price Index for November 2014. The resulting product shall be the amounts payable to the Contractor in the third year of the three (3) year Option Period.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

In the event the amounts payable to the Contractor as set forth on the Pricing Sheet(s) shall be adjusted hereunder, then, simultaneously with such adjustment, the Average Hourly/Annual Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly/Annual Rate Form" and accepted by Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in the Form of Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period.

In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a Contractor from raising wages or increasing benefits at its own discretion.

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.

The amounts payable to the Contractor for service costs for the 120-day Extension Period shall not be subject to adjustment. Labor and service costs for the 120-day Extension Period shall be the same as in effect during the contract year prior to the start of the 120-day Extension Period.

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

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

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

I. If the Contractor fails to have the required number of employees on duty for Classified Work specified in this Agreement or for the full time required for any such Classified Work or if said employees fail to fully perform all services pertaining to any such Classified Work, as same are set for in this Agreement, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Classified Work.

II. If the Contractor fails to assign a Systems Engineer and/or the Systems Engineer fails to perform the function of the Systems Engineer at the In-Line CTX Control Room, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the charge per hour applicable to said deficient performance as set forth on the Contractor's Bid Sheets (as said charge may be adjusted, pursuant to the provisions of this

Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Work.

III. If the Systems Engineer is to be found deficient or lacking the necessary experience to carry out his/her duties then the monthly amount payable hereunder shall be reduced by an amount equal to five thousand dollars (\$5,000.00) per month until a suitable Systems Engineer is hired by the Contractor.

IV. If the Contractor fails to assign the Manager as required in this Agreement or if said Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the Manager was not assigned to or fully performing the required Work.

V. If the Contractor fails to assign the Supervisor as required in this Agreement or if said supervisor is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required Supervisor was not assigned to or fully performing the required Work.

VI. If the Contractor fails to assign the General Site Manager as required in this Agreement or if said General Site Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required General Site Manager was not assigned to or fully performing the required Work.

VII. In the event that the required vehicle(s) is/are out of service, the Contractor must obtain a replacement vehicle to perform the required tasks. If the Contractor fails to provide a replacement vehicle within sixteen (16) hours, then the monthly compensation due the Contractor will be reduced by three-hundred dollars (\$300.00) for each day the required vehicle is not available for use.

VIII. In the event the Contractor deviates without permission from the Port Authority Manager any scheduled preventive maintenance (PM) or approved Non-Routine work, eight (8) hours of a Mechanic's hourly billable rate multiplied by two hundred percent (200%) will be deducted from the invoice.

IX. In the event the Contractor does not provide a minimum of two (2) weeks projected look ahead for all scheduled PM's based on the manufacturer of the Baggage Handling System (BHS) recommended Routines, as well as all approved Non-Routines, the monthly invoice will be reduced by one-hundred dollars (\$100.00) per day the schedule is unavailable to the Port Authority Manager for approval.

X. In the event the Contractor does not have an approved working Computer Maintenance Management System (CMMS) implemented within 30 days of the award of the Contract that is web-based in accordance with the Specifications in Part V of this Contract or does not provide for technical support of the six (6) approved users as authorized by the General Manager, the monthly invoice will be reduced by five hundred dollars (\$500.00) per day the system is either not available to the Port Authority Staff or is not updated within 24 hours with current information and work orders.

XI. Completion of any PM, Non-Routine or any other work performed under this Contract by the Contractor must be performed to the satisfaction of the Port Authority Manager. If work is not completed to the satisfaction of the Manager then the work will be completed/reworked to the satisfaction of the Manager without charge to the Port Authority. No extra labor will be charged and the Contractor shall expect no deviation from any scheduled maintenance or Non-Routine. If any Routine or Non-Routine is deviated to complete the unsatisfactory work it must be approved by the Manager and if not approved the invoice will be reduced by the amount described in paragraph VIII.

XII. If the Contractor fails to respond to an emergency as declared by the General Manager within the time frames outlined for the Contractor in Part V entitled "Emergency Response", the monthly invoice will be reduced by one hundred dollars (\$100.00) per hour over the acceptable response time until Contractor has mobilized to address the emergency.

XIII. If the Contractor fails to provide any records, payroll, invoices, written documents on accidents and the like within a reasonable time period (3-days) the Contractor's current invoice will be reduced by \$75.00 per day (not to exceed \$1,500.00 per month) until the satisfactory paper work has been submitted.

XIV. If the Contractor fails to provide the required number of radios to its staff on the first day of the Contract, the monthly invoice will be reduced by \$200.00 per radio per day for each radio not provided as required by Contract to a maximum of \$1000.00 per radio per month until the necessary radios are provided. This includes any radios missing or out of service or not on the person/persons working on this contract who are required to have said radio communication if found by the Port Authority Manager.

XV. If the Contractor's employee is found to be out of uniform or the uniform is found to be tattered in any way, the Manager may reduce the invoice by \$50.00 per hour until the employee has remedied the situation.

- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

## 6. Insurance

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 a contractual liability endorsement 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 - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 25 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ 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 cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. 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 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 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), 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 Contract 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#3602N]*

## **7. Increase and Decrease in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas, which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than 24 hours, said changes to be effective upon the date specified in said notice.

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

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

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

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

## **8. Extra Work**

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

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

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

subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

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

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

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within 48 hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 6 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

**1. SIGNATURE SHEET**

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

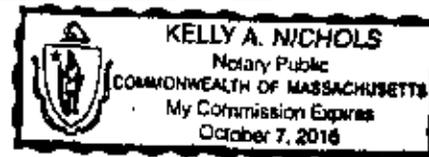
**ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL  
RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS  
INDICATED ON THE COVER SHEET**

Bidding Entity Line Facility Services, LLC  
Bidder's Address 14E Gill Street  
City, State, Zip Woburn, MA 01801  
Telephone No. 781.939.9151 FAX 781.939.9157  
Email john.lucero@lincfs.com EIN# \_\_\_\_\_

SIGNATURE [Signature] Date 1-19-2011  
Print Name and Title John Lucero, Vice President

**ACKNOWLEDGEMENT:**

STATE OF: Massachusetts  
COUNTY OF: Suffolk



On this 19<sup>th</sup> day of JANUARY, 2011, personally came before me,  
John Lucero, who duly sworn by me, did depose that (s)he has knowledge of the  
matters herein stated and they are in all respects true and that (s)he has been authorized to  
execute the foregoing offer and statement of irrevocability on behalf of said corporation,  
partnership or firm.

[Signature]  
Notary Public

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

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

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

**PART IV - 2**  
**PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING  
SHEET(S)**

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01-23-11 12:38 RCVD

**2. NAME AND RESIDENCE OF PRINCIPALS SHEET**

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

| NAME        | TITLE          | ADDRESS OF RESIDENCE<br>(Do not give business address) |
|-------------|----------------|--|
| John Lucero | Vice President |  |

01-28-11P 12:38 RCVD

### 3. PRICING SHEET(S)

#### Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each subsequent year.

#### 4. CALCULATION OF HOURLY RATE FORM

##### INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the *definitions located in the aforementioned clause.*

A Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the *terms and conditions of the subject Contract.*

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 1

Baggage Belts

General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY  
NUMBER OF EMPLOYEES

\$ 52.88

ITEM #2

AVERAGE HEALTH BENEFITS  
HEALTH

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

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

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

SPECIFY \_\_\_\_\_

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

SUB TOTAL (ITEMS # 1, 2 & 3)

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

sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$

3.95

N.Y.S.U./N.J.S.U.I.

\$

0.44

F.U.I.

\$

0.03

WORKER'S COMPENSATION

\$

0.14

GENERAL LIABILITY INSURANCE

\$

1.32

DISABILITY INSURANCE

\$

0.07

OTHER TAXES AND INSURANCE

\$

-

SPECIFY \_\_\_\_\_

\$

-

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLES/MTCB/FUEL

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

UNIFORMS

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

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

COMMUNICATIONS - CELL PHONES / RADIOS

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

RECRUITMENT & ORIENTATION

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

TRANSITION

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

CMMS

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

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD

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

AND PROFIT

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

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

\$

88.18

PART IV - 6

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 13130

YEAR 1

Baggage Belts

Manager

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 36.06  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

|                              |          |                    |
|------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE            | \$ _____ | _____              |
| VACATION ALLOWANCE           | \$ _____ | _____              |
| SICK TIME ALLOWANCE          | \$ _____ | _____              |
| PENSION                      | \$ _____ | _____              |
| WELFARE                      | \$ _____ | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ _____ | _____              |
| SPECIFY _____                | \$ _____ | _____              |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ _____ | sub total 1, 2 & 3 |

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>2.76</u> |
| N.Y.S.U./N.J.S.U.I.         | \$ <u>0.44</u> |
| F.U.I.                      | \$ <u>0.03</u> |
| WORKER'S COMPENSATION       | \$ <u>0.09</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.90</u> |
| DISABILITY INSURANCE        | \$ <u>0.07</u> |
| OTHER TAXES AND INSURANCE   | \$ _____       |
| SPECIFY _____               | \$ _____       |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

|  |                 |
|--|-----------------|
| VEHICLES/MTCE/FUEL   | \$ _____        |
| UNIFORMS   | \$ _____        |
| EQUIPMENT  | \$ _____        |
| MATERIALS  | \$ _____        |
| SUPPLIES   | \$ _____        |
| RELIEF   | \$ _____        |
| COMMUNICATIONS - CELL PHONES / RADIOS                        | \$ _____        |
| RECRUITMENT & ORIENTATION                                    | \$ _____        |
| TRANSITION   | \$ _____        |
| CMMS   | \$ _____        |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD<br>AND PROFIT | \$ _____        |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5)                               | \$ <u>62.68</u> |

PART IV - 7

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 1  
Baggage Belts  
Supervisor

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE ANNUAL SALARY \$ 27.00  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

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

|   |                 |                               |
|---|-----------------|-------------------------------|
| HOLIDAY ALLOWANCE                       | \$ _____        | _____                         |
| VACATION ALLOWANCE                      | \$ _____        | _____                         |
| SICK TIME ALLOWANCE                     | \$ _____        | _____                         |
| PENSION                                 | \$ _____        | _____                         |
| WELFARE                                 | \$ _____        | _____                         |
| OTHER SUPPLEMENTAL BENEFITS             | \$ _____        | _____                         |
| SPECIFY _____                           | \$ _____        | _____                         |
| <b>SUB TOTAL (ITEMS # 1, 2 &amp; 3)</b> | <b>\$ _____</b> | <b>sub total 1, 2 &amp; 3</b> |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>2.07</u> |
| N.Y.S.U./N.J.S.U.I.         | \$ <u>0.44</u> |
| F.U.I.                      | \$ <u>0.03</u> |
| WORKER'S COMPENSATION       | \$ <u>1.30</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.68</u> |
| DISABILITY INSURANCE        | \$ <u>0.07</u> |
| OTHER TAXES AND INSURANCE   | \$ <u>-</u>    |
| SPECIFY _____               | \$ <u>-</u>    |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |                        |
|---|------------------------|
| VEHICLES/MTCE/FUEL  | \$ _____               |
| UNIFORMS  | \$ _____               |
| EQUIPMENT   | \$ _____               |
| MATERIALS   | \$ _____               |
| SUPPLIES  | \$ _____               |
| RELIEF  | \$ _____               |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____               |
| RECRUITMENT & ORIENTATION                                 | \$ _____               |
| TRANSITION  | \$ _____               |
| CMMS  | \$ _____               |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____               |
| <b>TOTAL (ITEMS # 1, 2, 3, 4 &amp; 5)</b>                 | <b>\$ <u>50.13</u></b> |

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

PART IV - 8

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 1

Baggage Belts

Systems Engineer

FULL-TIME EMPLOYEES FORM

ITEM #1

|                       |          |              |
|-----------------------|----------|--------------|
| AVERAGE ANNUAL SALARY | <u>5</u> | <u>25.98</u> |
| NUMBER OF EMPLOYEES   | _____    | _____        |

ITEM #2

|                         |           |       |
|-------------------------|-----------|-------|
| AVERAGE HEALTH BENEFITS | <u>\$</u> | _____ |
| HEALTH                  | _____     | _____ |

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) |                  | NUMBER OF DAYS PROVIDED       |
|---|------------------|-------------------------------|
| HOLIDAY ALLOWANCE   | <u>\$</u>        | _____                         |
| VACATION ALLOWANCE  | <u>\$</u>        | _____                         |
| SICK TIME ALLOWANCE                                       | <u>\$</u>        | _____                         |
| PENSION   | <u>\$</u>        | _____                         |
| WELFARE   | <u>\$</u>        | _____                         |
| OTHER SUPPLEMENTAL BENEFITS                               | <u>\$</u>        | _____                         |
| SPECIFY _____   | <u>\$</u>        | _____                         |
| <b>SUB TOTAL (ITEMS # 1, 2 &amp; 3)</b>                   | <b><u>\$</u></b> | <b>sub total 1, 2 &amp; 3</b> |

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |           |             |
|-----------------------------|-----------|-------------|
| F.I.C.A.                    | <u>\$</u> | <u>1.99</u> |
| N.Y.S.U.I./N.J.S.U.I.       | <u>\$</u> | <u>0.44</u> |
| F.U.I                       | <u>\$</u> | <u>0.03</u> |
| WORKER'S COMPENSATION       | <u>\$</u> | <u>1.25</u> |
| GENERAL LIABILITY INSURANCE | <u>\$</u> | <u>0.65</u> |
| DISABILITY INSURANCE        | <u>\$</u> | <u>0.07</u> |
| OTHER TAXES AND INSURANCE   | <u>\$</u> | <u>-</u>    |
| SPECIFY _____               | <u>\$</u> | <u>-</u>    |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |                  |                     |
|---|------------------|---------------------|
| VEHICLES/MTCE/FUEL  | <u>\$</u>        | _____               |
| UNIFORMS  | <u>\$</u>        | _____               |
| EQUIPMENT   | <u>\$</u>        | _____               |
| MATERIALS   | <u>\$</u>        | _____               |
| SUPPLIES  | <u>\$</u>        | _____               |
| RELIEF  | <u>\$</u>        | _____               |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | <u>\$</u>        | _____               |
| RECRUITMENT & ORIENTATION                                 | <u>\$</u>        | _____               |
| TRANSITION  | <u>\$</u>        | _____               |
| CMMS  | <u>\$</u>        | _____               |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | <u>\$</u>        | _____               |
| <b>TOTAL (ITEMS # 1, 2, 3, 4 &amp; 5)</b>                 | <b><u>\$</u></b> | <b><u>48.54</u></b> |

PART IV - 9

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 1  
Baggage Belts  
Mechanic

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 18.64  
 NUMBR OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | \$              | NUMBER OF<br>DAYS PROVIDED    |
|---|-----------------|-------------------------------|
| HOLIDAY ALLOWANCE   | \$ _____        | _____                         |
| VACATION ALLOWANCE  | \$ _____        | _____                         |
| SICK TIME ALLOWANCE                                       | \$ _____        | _____                         |
| PENSION   | \$ _____        | _____                         |
| WELFARE   | \$ _____        | _____                         |
| OTHER SUPPLEMENTAL BENEFITS                               | \$ _____        | _____                         |
| SPECIFY _____   | \$ _____        | _____                         |
| <b>SUB TOTAL (ITEMS # 1, 2 &amp; 3)</b>                   | <b>\$ _____</b> | <b>sub total 1, 2 &amp; 3</b> |

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |    |             |
|-----------------------------|----|-------------|
| F.I.C.A.                    | \$ | <u>1.43</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ | <u>0.44</u> |
| F.U.I.                      | \$ | <u>0.03</u> |
| WORKER'S COMPENSATION       | \$ | <u>0.90</u> |
| GENERAL LIABILITY INSURANCE | \$ | <u>0.47</u> |
| DISABILITY INSURANCE        | \$ | <u>0.07</u> |
| OTHER TAXES AND INSURANCE   | \$ | <u>-</u>    |
| SPECIFY _____               | \$ | <u>-</u>    |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS  
 (IF APPLICABLE)

|  |           |                     |
|--|-----------|---------------------|
| VEHICLES/MTCE/FUEL   | \$        | _____               |
| UNIFORMS   | \$        | _____               |
| EQUIPMENT  | \$        | _____               |
| MATERIALS  | \$        | _____               |
| SUPPLIES   | \$        | _____               |
| RELIEF   | \$        | _____               |
| COMMUNICATIONS - CELL PHONES / RADIOS                        | \$        | _____               |
| RECRUITMENT & ORIENTATION                                    | \$        | _____               |
| TRANSITION   | \$        | _____               |
| CMMS   | \$        | _____               |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD<br>AND PROFIT | \$        | _____               |
| <b>TOTAL (ITEMS # 1, 2, 3, 4 &amp; 5)</b>                    | <b>\$</b> | <b><u>37.04</u></b> |

PART IV - 10

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

Rev. 2/12/10 (PA/PATB)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 1

Baggage Belts

Baggage Belt Maintainer

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 13.45  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \_\_\_\_\_

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) |          | NUMBER OF DAYS PROVIDED |
|---|----------|-------------------------|
| HOLIDAY ALLOWANCE   | \$ _____ | _____                   |
| VACATION ALLOWANCE  | \$ _____ | _____                   |
| SICK TIME ALLOWANCE                                       | \$ _____ | _____                   |
| PENSION   | \$ _____ | _____                   |
| WELFARE   | \$ _____ | _____                   |
| OTHER SUPPLEMENTAL BENEFITS                               | \$ _____ | _____                   |
| SPECIFY _____   | \$ _____ | _____                   |
| SUB TOTAL (ITEMS # 1, 2 & 3)                              | \$ _____ | sub total 1, 2 & 3      |

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |         |
|-----------------------------|---------|
| FICA                        | \$ 1.03 |
| NY S U L N J S U I          | \$ 0.44 |
| F.U.I.                      | \$ 0.03 |
| WORKER'S COMPENSATION       | \$ 0.65 |
| GENERAL LIABILITY INSURANCE | \$ 0.34 |
| DISABILITY INSURANCE        | \$ 0.07 |
| OTHER TAXES AND INSURANCE   | \$ -    |
| SPECIFY _____               | \$ -    |

ITEM #5

|   |          |
|---|----------|
| AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)             |          |
| VEHICLES/MTCE/FUEL  | \$ _____ |
| UNIFORMS  | \$ _____ |
| EQUIPMENT   | \$ _____ |
| MATERIALS   | \$ _____ |
| SUPPLIES  | \$ _____ |
| RELIEF  | \$ _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ |
| TRANSITION  | \$ _____ |
| CMMS  | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5)                            | \$ 28.91 |

PART IV - 11

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

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 1  
Baggage Belts  
Administrative Assistant

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE ANNUAL SALARY \$ 17.00  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

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

|   |          |                    |
|---|----------|--------------------|
| HOLIDAY ALLOWANCE                         | \$ _____ | _____              |
| VACATION ALLOWANCE                        | \$ _____ | _____              |
| SICK TIME ALLOWANCE                       | \$ _____ | _____              |
| PENSION                                   | \$ _____ | _____              |
| WELFARE                                   | \$ _____ | _____              |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | _____              |
| SUB TOTAL (ITEMS # 1, 2 & 3)              | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|   |                |
|---|----------------|
| F.I.C.A.                                | \$ <u>1.58</u> |
| N.Y.S.U.I./N.J.S.U.I.                   | \$ <u>0.44</u> |
| F.U.I.                                  | \$ <u>0.03</u> |
| WORKER'S COMPENSATION                   | \$ <u>0.04</u> |
| GENERAL LIABILITY INSURANCE             | \$ <u>0.43</u> |
| DISABILITY INSURANCE                    | \$ <u>0.07</u> |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____       |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |                 |
|---|-----------------|
| VEHICLES/MTCE/FUEL  | \$ _____        |
| UNIFORMS  | \$ _____        |
| EQUIPMENT   | \$ _____        |
| MATERIALS   | \$ _____        |
| SUPPLIES  | \$ _____        |
| RELIEF  | \$ _____        |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____        |
| RECRUITMENT & ORIENTATION                                 | \$ _____        |
| TRANSITION  | \$ _____        |
| CMMS  | \$ _____        |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____        |
| TOTAL ITEMS # 1, 2, 3, 4 & 5)                             | \$ <u>33.97</u> |

PART IV - 11

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

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts  
General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 54.47  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ \_\_\_\_\_  
VACATION ALLOWANCE \$ \_\_\_\_\_  
SICK TIME ALLOWANCE \$ \_\_\_\_\_  
PENSION \$ \_\_\_\_\_  
WELFARE \$ \_\_\_\_\_  
OTHER SUPPLEMENTAL BENEFITS \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 4.07  
N.Y.S.U.I./N.J.S.U.I. \$ 0.46  
F.U.I. \$ 0.03  
WORKER'S COMPENSATION \$ 0.14  
GENERAL LIABILITY INSURANCE \$ 1.36  
DISABILITY INSURANCE \$ 0.07  
OTHER TAXES AND INSURANCE \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLES/MTCE/FUEL \$ \_\_\_\_\_  
UNIFORMS \$ \_\_\_\_\_  
EQUIPMENT \$ \_\_\_\_\_  
MATERIALS \$ \_\_\_\_\_  
SUPPLIES \$ \_\_\_\_\_  
RELIEF \$ \_\_\_\_\_  
COMMUNICATIONS - CELL PHONES / RADIOS \$ \_\_\_\_\_  
RECRUITMENT & ORIENTATION \$ \_\_\_\_\_  
TRANSITION \$ \_\_\_\_\_  
CMMS \$ \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 89.37

PART IV - 12

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts  
Manager

FULL-TIME EMPLOYEES FORM

ITEM #1  
AVERAGE ANNUAL SALARY \$ 37.14  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \_\_\_\_\_

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

|   |                 |                               |
|---|-----------------|-------------------------------|
| HOLIDAY ALLOWANCE                       | \$ _____        | _____                         |
| VACATION ALLOWANCE                      | \$ _____        | _____                         |
| SICK TIME ALLOWANCE                     | \$ _____        | _____                         |
| PENSION                                 | \$ _____        | _____                         |
| WELFARE                                 | \$ _____        | _____                         |
| OTHER SUPPLEMENTAL BENEFITS             | \$ _____        | _____                         |
| SPECIFY _____                           | \$ _____        | _____                         |
| <b>SUB TOTAL (ITEMS # 1, 2 &amp; 3)</b> | <b>\$ _____</b> | <b>sub total 1, 2 &amp; 3</b> |

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |         |
|-----------------------------|---------|
| F.I.C.A                     | \$ 2.84 |
| N.Y.S.U.I./N.J.S.U.I.       | \$ 0.46 |
| F.U.I.                      | \$ 0.03 |
| WORKER'S COMPENSATION       | \$ 0.10 |
| GENERAL LIABILITY INSURANCE | \$ 0.93 |
| DISABILITY INSURANCE        | \$ 0.07 |
| OTHER TAXES AND INSURANCE   | \$ -    |
| SPECIFY _____               | \$ -    |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |                 |
|---|-----------------|
| VEHICLES/MTCE/FUEL  | \$ _____        |
| UNIFORMS  | \$ _____        |
| EQUIPMENT   | \$ _____        |
| MATERIALS   | \$ _____        |
| SUPPLIES  | \$ _____        |
| RELIEF  | \$ _____        |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____        |
| RECRUITMENT & ORIENTATION                                 | \$ _____        |
| TRANSITION  | \$ _____        |
| CMMS  | \$ _____        |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____        |
| <b>TOTAL (ITEMS # 1, 2, 3, 4 &amp; 5)</b>                 | <b>\$ 63.57</b> |

PART IV - 13

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

PROPOSER NAME LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts

Supervisor

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 27.81  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

|                             |          |       |
|-----------------------------|----------|-------|
| HOLIDAY ALLOWANCE           | \$ _____ | _____ |
| VACATION ALLOWANCE          | \$ _____ | _____ |
| SICK TIME ALLOWANCE         | \$ _____ | _____ |
| PENSION                     | \$ _____ | _____ |
| WELFARE                     | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ _____ | _____ |
| SPECIFY _____               | \$ _____ | _____ |

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |          |
|-----------------------------|----------|
| F.I.C.A.                    | \$ 2.13  |
| N.Y.S.U.I./N.I.S.U.I.       | \$ 0.46  |
| F.U.I.                      | \$ 0.03  |
| WORKER'S COMPENSATION       | \$ 1.34  |
| GENERAL LIABILITY INSURANCE | \$ 0.70  |
| DISABILITY INSURANCE        | \$ 0.07  |
| OTHER TAXES AND INSURANCE   | \$ _____ |
| SPECIFY _____               | \$ _____ |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |       |
|---|----------|-------|
| VEHICLES/MTCE/FUEL  | \$ _____ | _____ |
| UNIFORMS  | \$ _____ | _____ |
| EQUIPMENT   | \$ _____ | _____ |
| MATERIALS   | \$ _____ | _____ |
| SUPPLIES  | \$ _____ | _____ |
| RELIEF  | \$ _____ | _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ | _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ | _____ |
| TRANSITION  | \$ _____ | _____ |
| CMMS  | \$ _____ | _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | _____ |

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 50.90

PART IV - 14

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts

Systems Engineer

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 26 76  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

|                             |          |       |
|-----------------------------|----------|-------|
| HOLIDAY ALLOWANCE           | \$ _____ | _____ |
| VACATION ALLOWANCE          | \$ _____ | _____ |
| SICK TIME ALLOWANCE         | \$ _____ | _____ |
| PENSION                     | \$ _____ | _____ |
| WELFARE                     | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ _____ | _____ |
| SPECIFY _____               | \$ _____ | _____ |

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |    |             |
|-----------------------------|----|-------------|
| F.I.C.A.                    | \$ | <u>2.05</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ | <u>0.46</u> |
| F.U.I.                      | \$ | <u>0.03</u> |
| WORKER'S COMPENSATION       | \$ | <u>1.29</u> |
| GENERAL LIABILITY INSURANCE | \$ | <u>0.67</u> |
| DISABILITY INSURANCE        | \$ | <u>0.07</u> |
| OTHER TAXES AND INSURANCE   | \$ | <u>-</u>    |
| SPECIFY _____               | \$ | <u>-</u>    |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |       |
|---|----------|-------|
| VEHICLES/MTCE/FUEL  | \$ _____ | _____ |
| UNIFORMS  | \$ _____ | _____ |
| EQUIPMENT   | \$ _____ | _____ |
| MATERIALS   | \$ _____ | _____ |
| SUPPLIES  | \$ _____ | _____ |
| RELIEF  | \$ _____ | _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ | _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ | _____ |
| TRANSITION  | \$ _____ | _____ |
| CMMS  | \$ _____ | _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | _____ |

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 49.28

PART IV - 15

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

Rev. 2/12/10 (PA/PA'1H)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts

Mechanic

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 19.20  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ \_\_\_\_\_  
VACATION ALLOWANCE \$ \_\_\_\_\_  
SICK TIME ALLOWANCE \$ \_\_\_\_\_  
PENSION \$ \_\_\_\_\_  
WELFARE \$ \_\_\_\_\_  
OTHER SUPPLEMENTAL BENEFITS \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_ \$ \_\_\_\_\_

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

FICA \$ 1.47  
N.Y.S.U.I./N.J.S.U.I. \$ 0.46  
F.U.I. \$ 0.03  
WORKER'S COMPENSATION \$ 0.92  
GENERAL LIABILITY INSURANCE \$ 0.48  
DISABILITY INSURANCE \$ 0.07  
OTHER TAXES AND INSURANCE \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_ \$ \_\_\_\_\_

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLES/MTCE/FUEL \$ \_\_\_\_\_  
UNIFORMS \$ \_\_\_\_\_  
EQUIPMENT \$ \_\_\_\_\_  
MATERIALS \$ \_\_\_\_\_  
SUPPLIES \$ \_\_\_\_\_  
RELIEF \$ \_\_\_\_\_  
COMMUNICATIONS - CELL PHONES / RADIOS \$ \_\_\_\_\_  
RECRUITMENT & ORIENTATION \$ \_\_\_\_\_  
TRANSITION \$ \_\_\_\_\_  
CMMS \$ \_\_\_\_\_  
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 37.64

PART IV - 16

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

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts

Baggage Belt Maintainer

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 13.85  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ \_\_\_\_\_  
VACATION ALLOWANCE \$ \_\_\_\_\_  
SICK TIME ALLOWANCE \$ \_\_\_\_\_  
PENSION \$ \_\_\_\_\_  
WELFARE \$ \_\_\_\_\_  
OTHER SUPPLEMENTAL BENEFITS \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 1.06  
N.Y.S.U./N.J.S.U.I \$ 0.46  
F.U.I. \$ 0.03  
WORKER'S COMPENSATION \$ 0.67  
GENERAL LIABILITY INSURANCE \$ 0.35  
DISABILITY INSURANCE \$ 0.07  
OTHER TAXES AND INSURANCE \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_

ITEM #5

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLES/MTCE/FUEL \$ \_\_\_\_\_  
UNIFORMS \$ \_\_\_\_\_  
EQUIPMENT \$ \_\_\_\_\_  
MATERIALS \$ \_\_\_\_\_  
SUPPLIES \$ \_\_\_\_\_  
RELIEF \$ \_\_\_\_\_  
COMMUNICATIONS - CELL PHONES / RADIOS \$ \_\_\_\_\_  
RECRUITMENT & ORIENTATION \$ \_\_\_\_\_  
TRANSITION \$ \_\_\_\_\_  
CM/MS \$ \_\_\_\_\_  
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 29.40

PART IV - 17

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

Rev. 2/12/10 (PA/PATID)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts

Administrative Assistant

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 17.51  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

|                             |          |       |
|-----------------------------|----------|-------|
| HOLIDAY ALLOWANCE           | \$ _____ | _____ |
| VACATION ALLOWANCE          | \$ _____ | _____ |
| SICK TIME ALLOWANCE         | \$ _____ | _____ |
| PENSION                     | \$ _____ | _____ |
| WELFARE                     | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ _____ | _____ |
| SPECIFY _____               | \$ _____ | _____ |

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |         |
|-----------------------------|---------|
| F.I.C.A.                    | \$ 1.52 |
| N.Y.S.U.I./N.J.S.U.I.       | \$ 0.46 |
| F.U.I.                      | \$ 0.03 |
| WORKER'S COMPENSATION       | \$ 0.06 |
| GENERAL LIABILITY INSURANCE | \$ 0.44 |
| DISABILITY INSURANCE        | \$ 0.07 |
| OTHER TAXES AND INSURANCE   | \$ -    |
| SPECIFY _____               | \$ -    |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |
|---|----------|
| VEHICLES/MTCE/FUEL  | \$ _____ |
| UNIFORMS  | \$ _____ |
| EQUIPMENT   | \$ _____ |
| MATERIALS   | \$ _____ |
| SUPPLIES  | \$ _____ |
| RELIEF  | \$ _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ |
| TRANSITION  | \$ _____ |
| CMMS  | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ |

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 34.53

PART IV - 17a

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

PROPOSER NAME LINC FACILITY SERVICES PROPOSAL NUMBER 23230  
 YEAR 3  
Baggage Belts  
General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE ANNUAL SALARY \$ 56.11  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

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

|                              |          |                    |
|------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE            | \$ _____ | _____              |
| VACATION ALLOWANCE           | \$ _____ | _____              |
| SICK TIME ALLOWANCE          | \$ _____ | _____              |
| PENSION                      | \$ _____ | _____              |
| WELFARE                      | \$ _____ | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ _____ | _____              |
| SPECIFY _____                | \$ _____ | _____              |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |          |
|-----------------------------|----------|
| F.I.C.A.                    | \$ 4.19  |
| N.Y.S.U.L.N.I.S.U.I.        | \$ 0.47  |
| F.U.I.                      | \$ 0.03  |
| WORKER'S COMPENSATION       | \$ 0.15  |
| GENERAL LIABILITY INSURANCE | \$ 1.40  |
| DISABILITY INSURANCE        | \$ 0.08  |
| OTHER TAXES AND INSURANCE   | \$ _____ |
| SPECIFY _____               | \$ _____ |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |
|---|----------|
| VEHICLES/MTCE/FUEL  | \$ _____ |
| UNIFORMS  | \$ _____ |
| EQUIPMENT   | \$ _____ |
| MATERIALS   | \$ _____ |
| SUPPLIES  | \$ _____ |
| RELIEF  | \$ _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ |
| TRANSITION  | \$ _____ |
| CMMS  | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5)                            | \$ 92.05 |

PART IV - 18

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

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Manager

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 38.25  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

|                             |          |       |
|-----------------------------|----------|-------|
| HOLIDAY ALLOWANCE           | \$ _____ | _____ |
| VACATION ALLOWANCE          | \$ _____ | _____ |
| SICK TIME ALLOWANCE         | \$ _____ | _____ |
| PENSION                     | \$ _____ | _____ |
| WELFARE                     | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ _____ | _____ |
| SPECIFY _____               | \$ _____ | _____ |

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |          |             |
|-----------------------------|----------|-------------|
| F.I.C.A.                    | \$ _____ | <u>2.93</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ _____ | <u>0.47</u> |
| F.U.I.                      | \$ _____ | <u>0.03</u> |
| WORKER'S COMPENSATION       | \$ _____ | <u>0.10</u> |
| GENERAL LIABILITY INSURANCE | \$ _____ | <u>0.96</u> |
| DISABILITY INSURANCE        | \$ _____ | <u>0.08</u> |
| OTHER TAXES AND INSURANCE   | \$ _____ | _____       |
| SPECIFY _____               | \$ _____ | _____       |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |       |
|---|----------|-------|
| VEHICLES/MTCE/FOEL  | \$ _____ | _____ |
| UNIFORMS  | \$ _____ | _____ |
| EQUIPMENT   | \$ _____ | _____ |
| MATERIALS   | \$ _____ | _____ |
| SUPPLIES  | \$ _____ | _____ |
| RELIEF  | \$ _____ | _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ | _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ | _____ |
| TRANSITION  | \$ _____ | _____ |
| CMMS  | \$ _____ | _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | _____ |

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 65.48

PART IV - 19

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Supervisor

FULL-TIME EMPLOYEES FORM

**ITEM #1**

AVERAGE ANNUAL SALARY \$ 28.64  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

**ITEM #3**

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) |                 | NUMBER OF DAYS PROVIDED       |
|---|-----------------|-------------------------------|
| HOLIDAY ALLOWANCE   | \$ _____        | _____                         |
| VACATION ALLOWANCE  | \$ _____        | _____                         |
| SICK TIME ALLOWANCE                                       | \$ _____        | _____                         |
| PENSION   | \$ _____        | _____                         |
| WELFARE   | \$ _____        | _____                         |
| OTHER SUPPLEMENTAL BENEFITS                               | \$ _____        | _____                         |
| SPECIFY _____   | \$ _____        | _____                         |
| <b>SUB TOTAL (ITEMS # 1, 2 &amp; 3)</b>                   | <b>\$ _____</b> | <b>sub total 1, 2 &amp; 3</b> |

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |    |             |
|-----------------------------|----|-------------|
| F.I.C.A.                    | \$ | <u>2.19</u> |
| N.Y.S.U./N.J.S.U.I          | \$ | <u>0.47</u> |
| F.U.I.                      | \$ | <u>0.03</u> |
| WORKER'S COMPENSATION       | \$ | <u>1.38</u> |
| GENERAL LIABILITY INSURANCE | \$ | <u>0.72</u> |
| DISABILITY INSURANCE        | \$ | <u>0.08</u> |
| OTHER TAXES AND INSURANCE   | \$ | _____       |
| SPECIFY _____               | \$ | _____       |

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |           |                     |
|---|-----------|---------------------|
| VEHICLES/MTCE/FUEL  | \$        | _____               |
| UNIFORMS  | \$        | _____               |
| EQUIPMENT   | \$        | _____               |
| MATERIALS   | \$        | _____               |
| SUPPLIES  | \$        | _____               |
| RELIEF  | \$        | _____               |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$        | _____               |
| RECRUITMENT & ORIENTATION                                 | \$        | _____               |
| TRANSITION  | \$        | _____               |
| CMMS  | \$        | _____               |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$        | _____               |
| <b>TOTAL (ITEMS # 1, 2, 3, 4 &amp; 5)</b>                 | <b>\$</b> | <b><u>52.42</u></b> |

PART IV - 20

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Systems Engineer

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 27.56  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ \_\_\_\_\_  
VACATION ALLOWANCE \$ \_\_\_\_\_  
SICK TIME ALLOWANCE \$ \_\_\_\_\_  
PENSION \$ \_\_\_\_\_  
WELFARE \$ \_\_\_\_\_  
OTHER SUPPLEMENTAL BENEFITS \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 2.11  
N.Y.S.U.I./N.J.S.U.I. \$ 0.47  
F.U.I. \$ 0.03  
WORKER'S COMPENSATION \$ 1.33  
GENERAL LIABILITY INSURANCE \$ 0.69  
DISABILITY INSURANCE \$ 0.08  
OTHER TAXES AND INSURANCE \$ \_\_\_\_\_  
SPECIFY \_\_\_\_\_

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLES/MTCE/FUEL \$ \_\_\_\_\_  
UNIFORMS \$ \_\_\_\_\_  
EQUIPMENT \$ \_\_\_\_\_  
MATERIALS \$ \_\_\_\_\_  
SUPPLIES \$ \_\_\_\_\_  
RELIEF \$ \_\_\_\_\_  
COMMUNICATIONS - CELL PHONES / RADIOS \$ \_\_\_\_\_  
RECRUITMENT & ORIENTATION \$ \_\_\_\_\_  
TRANSITION \$ \_\_\_\_\_  
CMMS \$ \_\_\_\_\_  
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 50.76

PART IV - 21

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME: LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Mechanic

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 19.78  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

|                             |          |       |
|-----------------------------|----------|-------|
| HOLIDAY ALLOWANCE           | \$ _____ | _____ |
| VACATION ALLOWANCE          | \$ _____ | _____ |
| SICK TIME ALLOWANCE         | \$ _____ | _____ |
| PENSION                     | \$ _____ | _____ |
| WELFARE                     | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ _____ | _____ |
| SPECIFY _____               | \$ _____ | _____ |

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |          |             |
|-----------------------------|----------|-------------|
| F.I.C.A.                    | \$ _____ | <u>1.51</u> |
| N.Y.S.U.L./N.J.S.U.I.       | \$ _____ | <u>0.47</u> |
| F.U.I.                      | \$ _____ | <u>0.03</u> |
| WORKER'S COMPENSATION       | \$ _____ | <u>0.95</u> |
| GENERAL LIABILITY INSURANCE | \$ _____ | <u>0.49</u> |
| DISABILITY INSURANCE        | \$ _____ | <u>0.08</u> |
| OTHER TAXES AND INSURANCE:  | \$ _____ | -           |
| SPECIFY _____               | \$ _____ | -           |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |       |
|---|----------|-------|
| VEHICLES/MTCE/FUEL  | \$ _____ | _____ |
| UNIFORMS  | \$ _____ | _____ |
| EQUIPMENT   | \$ _____ | _____ |
| MATERIALS   | \$ _____ | _____ |
| SUPPLIES  | \$ _____ | _____ |
| RELIEF  | \$ _____ | _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ | _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ | _____ |
| TRANSITION  | \$ _____ | _____ |
| CMMS  | \$ _____ | _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | _____ |

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 38.77

PART IV - 12

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME LINC FACILITY SERVICES PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Baggage Belt Maintainer

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE ANNUAL SALARY \$ 14.27  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

|                             |          |       |
|-----------------------------|----------|-------|
| HOLIDAY ALLOWANCE           | \$ _____ | _____ |
| VACATION ALLOWANCE          | \$ _____ | _____ |
| SICK TIME ALLOWANCE         | \$ _____ | _____ |
| PENSION                     | \$ _____ | _____ |
| WELFARE                     | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS | \$ _____ | _____ |
| SPECIFY _____               | \$ _____ | _____ |

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |         |
|-----------------------------|---------|
| FICA                        | \$ 1.09 |
| N.Y.S.U.I./N.J.S.U.I        | \$ 0.47 |
| F.U.I.                      | \$ 0.03 |
| WORKER'S COMPENSATION       | \$ 0.89 |
| GENERAL LIABILITY INSURANCE | \$ 0.36 |
| DISABILITY INSURANCE        | \$ 0.07 |
| OTHER TAXES AND INSURANCE   | \$ -    |
| SPECIFY _____               | \$ -    |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |       |
|---|----------|-------|
| VEHICLES/MTCE/FUEL  | \$ _____ | _____ |
| UNIFORMS  | \$ _____ | _____ |
| EQUIPMENT   | \$ _____ | _____ |
| MATERIALS   | \$ _____ | _____ |
| SUPPLIES  | \$ _____ | _____ |
| RELIEF  | \$ _____ | _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ | _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ | _____ |
| TRANSITION  | \$ _____ | _____ |
| CMMS  | \$ _____ | _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | _____ |

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 30.29

PART IV - 23

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

Rev. 2/12/10 (PA/PATH)

PROPSER NAME LINC FACILITY SERVICES PROPOSAL NUMBER 232M  
YEAR 3  
Baggage Belts  
Administrative Assistant

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE ANNUAL SALARY \$ 18.04  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

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

|                              |          |                    |
|------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE            | \$ _____ | _____              |
| VACATION ALLOWANCE           | \$ _____ | _____              |
| SICK TIME ALLOWANCE          | \$ _____ | _____              |
| PENSION                      | \$ _____ | _____              |
| WELFARE                      | \$ _____ | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ _____ | _____              |
| SPECIFY _____                | \$ _____ | _____              |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |          |
|-----------------------------|----------|
| F.I.C.A.                    | \$ 1.67  |
| N.Y.S.U.L./N.J.S.U.I.       | \$ 0.47  |
| F.U.I.                      | \$ 0.03  |
| WORKER'S COMPENSATION       | \$ 0.05  |
| GENERAL LIABILITY INSURANCE | \$ 0.45  |
| DISABILITY INSURANCE        | \$ 0.08  |
| OTHER TAXES AND INSURANCE   | \$ _____ |
| SPECIFY _____               | \$ _____ |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |          |
|---|----------|
| VEHICLES/MTCE/FUEL  | \$ _____ |
| UNIFORMS  | \$ _____ |
| EQUIPMENT   | \$ _____ |
| MATERIALS   | \$ _____ |
| SUPPLIES  | \$ _____ |
| RELIEF  | \$ _____ |
| COMMUNICATIONS - CELL PHONES / RADIOS                     | \$ _____ |
| RECRUITMENT & ORIENTATION                                 | \$ _____ |
| TRANSITION  | \$ _____ |
| CMMS  | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5)                            | \$ 35.56 |

PART IV - 23a

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

**PRICING SHEET(\$) YEAR ONE**

| <b>ITEM</b> | <b>Classified Work Description</b>  | <b>Estimated Annual Hours</b> | <b>X Cost Per Hour</b> | <b>=</b> | <b>Estimated Year One Cost</b> |
|-------------|---|-------------------------------|------------------------|----------|--------------------------------|
| Item A.1    | Systems Engineer  | 9,000                         | X \$ 48.54             | =        | \$ 436,828.40                  |
| Item A.2    | Baggage Belt Mechanic (Routine)   | 61,500                        | X \$ 37.04             | =        | \$ 2,277,897.55                |
| Item A.3    | Baggage Belt Mechanic (Non-Routine)   | 8,200                         | X \$ 37.04             | =        | \$ 303,719.67                  |
| Item A.4    | Baggage Belt Maintainer   | 50,000                        | X \$ 28.91             | =        | \$ 1,445,256.66                |
| Item A.5    | Supervisor  | 8,750                         | X \$ 50.13             | =        | \$ 436,674.56                  |
| Item A.6    | Manager   | 2,080                         | X \$ 62.68             | =        | \$ 130,378.02                  |
| Item A.7    | General Site Manger   | 2,080                         | \$ 88.18               | =        | \$ 183,411.73                  |
| Item A.7:   | Administrative Assistant  | 2,080                         | X \$ 33.97             | =        | \$ 70,663.62                   |
| Item A.8    | <b>Estimated Total Year One Cost For Classified Work (Sum of A.1+A.2+A.3+A.4+A.5+A.6+A.7+A.7:</b> |                               |                        |          | <b>= \$ 5,286,830.21</b>       |

**PRICING SHEET(S) YEAR TWO**

| <b>ITEM</b> | <b>Classified Work Description</b>   | <b>Estimated Annual Hours</b> | <b>X Cost Per Hour</b> | <b>=</b> | <b>Estimated Year One Cost</b> |                        |
|-------------|--|-------------------------------|------------------------|----------|--------------------------------|------------------------|
| Item B.1    | Systems Engineer   | 9,000                         | X \$ 49.28             | =        | \$ 443,511.93                  |                        |
| Item B.2    | Baggage Belt Mechanic (Routine)  | 61,500                        | X \$ 37.64             | =        | \$ 2,314,752.33                |                        |
| Item B.3    | Baggage Belt Mechanic (Non-Routine)  | 8,200                         | X \$ 37.64             | =        | \$ 308,633.64                  |                        |
| Item B.4    | Baggage Belt Maintainer  | 50,000                        | X \$ 29.40             | =        | \$ 1,470,145.70                |                        |
| Item B.5    | Supervisor   | 8,750                         | X \$ 50.90             | =        | \$ 445,346.73                  |                        |
| Item B.6    | Manager  | 2,080                         | X \$ 63.57             | =        | \$ 132,229.65                  |                        |
| Item B.7    | General Site Manger  | 2,080                         | \$ 89.37               | =        | \$ 185,893.18                  |                        |
| Item B.7:   | Administrative Assistant   | 2,080                         | X \$ 34.53             | =        | \$ 71,812.45                   |                        |
| Item B.8    | <b>Estimated Total Year One Cost For Classified Work (Sum of B.1+B.2+B.3+B.4+B.5+B.6+B.7+B.7.)</b> |                               |                        |          | <b>=</b>                       | <b>\$ 5,372,325.62</b> |

**PRICING SHEET(S) YEAR THREE**

| <b>ITEM</b> | <b>Classified Work Description</b>  | <b>Estimated Annual Hours</b> | <b>X Cost Per Hour</b> | <b>=</b> | <b>Estimated Year One Cost</b> |
|-------------|---|-------------------------------|------------------------|----------|--------------------------------|
| Item C.1    | Systems Engineer  | 9,000                         | X \$ 50.76             | =        | \$ 456,817.28                  |
| Item C.2    | Baggage Belt Mechanic (Routine)   | 61,500                        | X \$ 38.77             | =        | \$ 2,384,194.90                |
| Item C.3    | Baggage Belt Mechanic (Non-Routine)   | 8,200                         | X \$ 38.77             | =        | \$ 317,892.65                  |
| Item C.4    | Baggage Belt Maintainer   | 50,000                        | X \$ 30.29             | =        | \$ 1,514,250.07                |
| Item C.5    | Supervisor  | 8,750                         | X \$ 52.42             | =        | \$ 458,707.13                  |
| Item C.6    | Manager   | 2,080                         | X \$ 65.48             | =        | \$ 136,196.54                  |
| Item C.7    | General Site Manger   | 2,080                         | \$ 92.05               | =        | \$ 191,469.98                  |
| Item C.7:   | Administrative Assistant  | 2,080                         | X \$ 35.56             | =        | \$ 73,966.83                   |
| Item C.8    | <b>Estimated Total Year One Cost For Classified Work (Sum of C.1+C.2+C.3+C.4+C.5+C.6+C.7+C.7)</b> |                               |                        |          | <b>= \$ 5,533,495.39</b>       |

01-28-11P12:39 RCVD

**PRICING SHEET(S)**

**Compensation For Parts And Materials Purchased Years One, Two, Three (1,2,3) Base Term**

| ITEM | Estimated 3 Yrs.<br>Net Cost Of<br>Parts/Materials | Contractor's<br>Mark Up, Down<br>Or Zero % | Contractor's<br>Fee | Estimated 3 Yrs. Net<br>Cost Of<br>Parts/Materials | Estimated Total Cos<br>Three (3) Years |
|------|--|--|---------------------|--|--|
| D.1  | \$ 900,000.00                                      | X 4.0%                                     | = \$36,000.00       | + \$ 900,000.00                                    | = \$ 936,000.00                        |

**COST OF VEHICLE: SIX (6) PASSENGER FULL-SIZE PICK-UP WITH POWER LIFT GATE**

| COST OF VEHICLE PER YEAR | THREE (3)<br>YEAR BASE<br>TERM | Estimated Total Cost<br>Three (3) Years |
|--------------------------|--------------------------------|---|
| E.1 \$ 13,374.34         | X 3-YEARS                      | = \$ 40,123.03                          |

**COST FOR SPECIALIZED SOFTWARE AND HARDWARE SUPPORT FOR TSA SECURITY TRACKING SYSTEM AND FOR ANY MODIFICATION AND/OR RECERTIFICATION**

| Estimated 3 Yrs.<br>Net Cost Of<br>Services/Parts<br>** | Contractor's<br>Mark Up, Down<br>Or Zero % | Contractor's<br>Fee | Estimated 3 Yrs. Net<br>Cost Of<br>Services/Parts | Estimated Total Cost<br>Three (3) Years |
|---|--|---------------------|---|---|
| F.1 \$ 600,000.00                                       | X 3.0%                                     | = \$18,000.00       | + \$ 600,000.00                                   | = \$ 618,000.00                         |

**\*\* Includes MCS Automation Div. of MCS Electrical Contracting, Inc.'s quoted pricing of \$137,809.00.**

01-28-11P12:39 RCY

PRICING SHEET(S)

COST FOR UNFORSEEN WORK USED AT THE DISCRETION OF THE MANAGER (EXAMPLE:  
SUPPORT TO SOFTWARE TECHNICIANS, CONSTRUCTION SUPPORT, REHABS,  
RECONDITIONING OF EQUIPMENT, ETC.

| ITEM | JOB CLASSIFICATION | COST PER HOUR | ESTIMATED HOURS | EST. TOTAL COST THREE (3) YEAR BASE TERM |
|------|--------------------|---------------|-----------------|--|
| G.1  | MECHANIC           | \$ 12.00      | X 10,000        | = \$ 120,000.00                          |

TOTAL ESTIMATED CONTRACT PRICE FOR THREE (3) YEAR BASE TERM (Sum  
A.8+B8+C8+D1+E1+F1+G1) = 18,206,774.25

01-28-11P12:39 RCVD

**PART V – SPECIFICATIONS, TABLE OF CONTENTS**

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

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## PART V – SPECIFICATIONS

### 1. Specific Definitions

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

**“Facility”** - shall mean Newark Liberty International Airport

**BHS** – shall mean baggage handling systems

**General Manager** - shall mean Port Authority of NY&NJ Contract Administrator/s

**General Site Manager** - shall mean the General Site Manager provided by the Contractor as a contract requirement.

**Manager** – shall mean the Contractor's direct manager of supervisory staff.

**Supervisor** – Shall mean the Contractor's employee administering work orders, repairs, and all other duties scheduled by the Manager for the operation and maintenance of the BHS.

**Systems Engineer** – shall mean engineer or systems engineer both meaning the same under this Contract.

**Mechanic** – shall mean the Contractor's employee responsible to perform any and all maintenance work pertaining to the care, repair, installation, replacement, and modification on any and all equipment both electrical and mechanical attached to the BHS including PLC's.

**Baggage Belt Maintainer** – Shall mean one who is responsible for keeping baggage containers from building up on belts and carousels by removing them to various locations for usage by the airlines.

**ELECTRICIAN**: Contractor or its authorized subcontractor as approved by the Port Authority is to have a licensed class A electrician by the State of New Jersey. All electrical work is to be performed under a licensed class A electrician by the State of New Jersey.

**CERTIFIED WELDER/CUTTER**: The Contractor or its authorized subcontractor as approved by the Port Authority must have a person or a person available who is qualified under ASME Sect. IX.

**Routine Maintenance** – work required by the manufacturer of the BHS to keep the system operating at its peak and best performance.

**Non-Routines** – Non-Routines will be considered work outside of the normal Routine of work as well as any deficiency found on a normal Routine requiring more than six (6) man-hours to correct as noted in Major Repair.

**TSA** – means Transportation Security Administration

**CMMS** – shall mean computer based maintenance management system.

**Minor Repair/s** – shall mean any repair requiring six (6) person-hours or less to fix and was found as a deficiency while performing on a routine work order or as requested by the General Manager or designee

**Major Repair/s** – shall mean any repair requiring six (6) person-hours or more to fix which could be a repair found during a Routine work order; or a repair found during an unscheduled inspection of the system and repair is necessary to prevent a catastrophic failure of the system or systems with work requiring more than six (6) person-hours is required and will not be able to be fixed by simply rescheduling a routine.

**Minor Part** – shall mean any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

**Major Part** – Shall mean any part attached to the BHS costing \$25.01 or more.

**Extra Work** – Shall mean any work beyond the normal scope of this Contract.

**High Level Controls** – Shall mean:

- a.) New or modified existing Maintenance Diagnostic System (MDS)/workstation Computers, which allow for the following functions:
- b.) Automatic switching to a “hot back up” fully redundant MDS/workstation computer (only on the modified existing MDS; there are no redundant computers on the new MDS/workstation).
- c.) Collect and store data from the field PLCs to include in reports and status displays at the BHS MDS/workstation.
- d.) Software program(s) as required to accomplish the functions specified herein.
- e.) Video Display Units (VDU) for data output.
- f.) Keyboard/mouse units for command and control of the MDS/workstation.
- g.) High-speed line and laser printers.
- h.) Communication modems.
- i.) Transfer switches/interface modules/selector switches.
- j.) Communications highways
- k.) *Local Area Networks (LANs)*

### **Abbreviations**

1. PANYNJ shall mean The Port Authority of New York and New Jersey or its agent/s.
2. BVS shall mean Baggage Vertical Sorter.
3. CMMS shall mean Computerized Maintenance Management System
4. EDS shall mean Explosive Detection System
5. EWR shall mean Newark Liberty International Airport
6. HSD shall mean High Speed Diverter
7. MCP shall mean Motor Control Panel. The MCP contains the electrical control and power circuit devices for the control of the baggage handling system equipment.
8. PLC shall mean Programmable Logic Controller, which controls BHS operation.
9. PM shall mean Preventative Maintenance.
10. User or Tenant Airline shall mean any Airline with operations at EWR’s Terminal B and Terminal A.
11. AOA shall mean Aeronautical Operating Area

## **2. WORK REQUIRED BY THE SPECIFICATIONS**

These Specifications relate generally to the performance of the operation and maintenance of the BHS, conveyors, and all said equipment attached to the BHS at Newark Liberty International Airport Terminal B and portions of Terminal A.

### **I.**

#### **RESPONSIBILITIES OF THE MAINTENANCE CONTRACTOR**

- A. All preventative maintenance tasks as further defined herein.
- B. All non-scheduled repair maintenance tasks as further defined herein.
- C. Responding to and rectifying all fault conditions (which may or may not have been caused by operational personnel). Examples of these types of faults include baggage jams, motor overloads, emergency stop conditions. Such faults will generally be displayed on the MDS located in the BHS control room.
- D. Stocking and restocking of baggage tubs to all required areas.
- E. The procurement of all tools and equipment required to perform the preventive maintenance and repair functions.
- F. Contractor shall be solely accountable for employees including interviewing, hiring, training, airport security badging, parking, taxes, salaries.
- G. Provide daily, weekly and monthly status reports to PANYNJ.
- H. Accurately record the labor time and any purchases made for spare parts, as required, to obtain labor and spare parts reimbursement under the terms of any Warranty Agreement(s) for the BHS equipment.
- I. Maintaining 24 hour/day, 7-day/week contact via pager/cell phone with e-mail capabilities.
- J. Cooperate in all respects with the PANYNJ Operations, Maintenance and TSA and/or their representatives as well as PANYNJ. Preventative Maintenance (PM) and non-scheduled maintenance tasks, for example, shall be coordinated with and scheduled around the requirements of the PANYNJ Operations, Maintenance and TSA's operations.
- K. Operation and maintenance of the specified Baggage Handling Systems and its high level controls.
- L. Provide and maintain all necessary tools and vehicles, including, but not limited to scissor lifts, forklift trucks, golf carts, etc. Contractor to provide a listing with its bid of any specialty equipment needed.
- M. Acquire the proper insurance and Airport permits for all company vehicles that are owned and operated at the site by the employees. Personal vehicles are not allowed access to the AOA.

N. An initial spare parts inventory shall be provided to the Contractor shall be responsible for existing spare parts inventory originally procured by The Port Authority of NY & NJ. Procuring, storing and re-ordering Spare Parts as required for the maintenance of the baggage handling systems. Contractor shall show an acceptable method of securing/purchasing spare parts from suppliers at a competitive price and be responsible for the procurement and re-ordering of all spare parts as required to maintain adequate stock. Proper storage of the spare parts and maintaining a clean and organized setting within allocated spare parts storage space(s). Accurately record the spare part inventory, utilization and purchases within a CMMS, to obtain as expended reimbursement from PANYNJ.

O. Coordination of the equipment, interfaces and full utilization of a CMMS including all data input, reports, inventories, tracking and preventative maintenance schedules, work order management

P. Maintaining all hand-held walkie-talkie type radios and the repeater as well as all frequencies assigned to the Contractor at no additional cost to the Port Authority.

Q. Procuring any and all consumables required to maintain the BHS equipment such as lubricants, cleaners, tools, any and all equipment, supplies, materials and others not mentioned but necessary to provide proper and safe maintenance and operation of the BHS.

R. Maintain all tracking devices (e.g. shaft encoders, photocells) and other related components as required to achieve continuous tracking accuracy of no less than 99%, calculated and reported on a daily basis, for the total number of bags input into the baggage system (excluding any loss of bag tracking that can be identified as being the direct result of an CTX machine fault or error).

S. Contractor will at its own expense, promptly undertake design reviews and or a review of maintenance staffing and procedures and shall propose a plan to PANYNJ within one (1) month to correct the problems when the average of 99% System Availability and 99% Tracking Accuracy is not being achieved. Such corrections shall be at no added expense to the PANYNJ.

T. The Contractor must provide each Maintenance Mechanic, Supervisor, Maintainer, Systems Engineer (all persons working under this said contract needing such to proficiently perform their job function) with two-way radio communications programmed with the approved Port Authority frequencies. The Contractor will be responsible for providing and maintaining all radios, accessories to the hand-held radios, and maintenance of said radios as well as batteries, microphones. of the radios at no additional cost to the Port Authority. The Supervisors under this Contract will also need a "blackberry type" phone for the Manager to communicate with said person/persons.

At termination of contract or at the request of the General Manager, the Contractor will remove all Port Authority frequencies from their radios and at the request of the General Manager may have all radios checked by the PA Radio Shop to ensure PA frequencies have been removed. Suggested radios to be used by the Contractor are made by Vertex, Harris and Motorola. These radios are compatible with the Port Authority Radio Shop's software.

In addition the General Site Manager will also have a "Blackberry" type cell phone to communicate with The Port Authority of NY & NJ Manager.

U. The Contractor must provide for each of its employees all necessary training at no charge to the PA, such as, security checks and background checks required to work on AOA and the PA.

**PART V - SPECIFICATIONS**

## II.

### CMMS-SUBSYSTEM MAINTENANCE

Develop a CMMS based report that shall be maintained and updated, as required, and which shall include sufficient information on system problems, time and date of occurrence, type of corrections performed assigned responsibility, corrective actions and probable cause. This report shall be submitted to PANYNJ on a daily, weekly and monthly basis and will serve as a historical record for formulating a maintenance program that will best suit the BHS and the environmental conditions to which the equipment is exposed. The Contractor shall also submit an abbreviated daily summary report electronically (in a format satisfactory to the Authority) to PANYNJ or its' agent.

Provide all aspects of inventory control, and all activities required to maintain an adequate supply of materials, supplies and equipment to operate and maintain the BHS system. Responsibilities will include purchasing and disbursement, expediting, receiving, storage, cataloging and requisition control.

The Contractor shall provide and utilize a CMMS to develop and maintain an automated maintenance management and inventory control program for all BHS related work, which shall be coordinated with, reviewed and approved by PANYNJ.

The automated maintenance management and inventory control program shall provide up-to-date information on spare parts usage, re-order date, in stock replacement dates, routine and preventative maintenance procedures performed for each component, scheduled and non scheduled maintenance reports, inspection reports, and staff dispatch (fault) reports. All reports shall have the ability to be sorted by date or type of procedure or failure and must have the ability to be printed on demand. Additionally, this system shall maintain and track all pertinent budget and invoice information regarding spare part usage and replacement.

Prepare and submit the CMMS based Maintenance Management and Inventory Control report with the above referenced information to PANYNJ on a monthly basis.

The Contractor will provide access via-internet (web-based CMMS) for up to six (6) users as determined by the General Manager. The Contractor will be responsible to maintain and provide technical support and technical remedies for these users during normal business hours Monday through Friday 7:00 a.m. to 3:30 p.m.

All data inputted into the CMMS for the maintenance and operation of the BHS is the property of The Port Authority of NY & NJ and must be turned over either at the conclusion of the contract or earlier if deemed necessary by the General Manager.

The reliability of the BHS and associated equipment highly depends on a reliable maintenance program. The BHS shall be thoroughly inspected at regular intervals and corrective measures shall be taken to prevent major breakdowns. The Contractor will be responsible for providing any additional scheduled/preventative maintenance (i.e., above and beyond the minimum provisions described above) that may be required to meet the performance criteria specified herein.

### III.

#### BHS Maintenance Administration and Management

- A. Provide all personnel, supplies and materials necessary to perform the administration, operation, maintenance, and management of the BHS operation and maintenance services.

Maintenance management comprises all the functions required to manage the operation and maintenance activities effectively, including, but not limited to:

- a. Supervision and clerical support
- b. Payroll and benefits administration
- c. Personnel training
- d. Safety
- e. Financial reporting
- f. Personnel administration
- g. Maintenance scheduling
- h. Staffing
- i. Inventory management including:
  - 1.) Interface with PANYNJ and the BHS equipment supplier for reimbursement of spare parts and labor under warranty.
  - 2.) Track the warranty period for all components, labor hours for repairs and cost.
  - 3.) Maintain control and purchasing of all spare parts.
  - 4.) Preparation and submittal of BHS operational and maintenance reports to PANYNJ

- B. Terminal B – Baggage Handling System – Maintenance Diagnostics Computer System

See Attachment B – letter from MCS Automation, Division of MCS Electrical Contracting, Inc., South Farmingdale, NJ, to quote prices for services as required by the Authority under this Contract.

The foregoing letter does not form a part of this Contract nor does the Authority represent to the Bidders any conclusion to be drawn therefrom. It is made available to the Bidders for the sole purpose of apprising them of the information furnished to the Authority. The cost of this service is accounted for in the pricing sheets under "Cost for Specialized Software and Hardware Support for TSA Security Tracking System and for any Modifications and/or Recertification". The use of any other vendor for this service must be approved by the Port Authority General Manager.

### IV.

#### Training

1. Employ and train all maintenance personnel as required for the performance of this Contract. In addition to the training of the initial personnel staff, train all replacement or added personnel as needed to meet the requirements of this contract.

2. Ensuring that all employees who will be involved in the operation and maintenance of the BHS have a thorough understanding of the system and how to safely and effectively operate and maintain the system as required for their respective position. This shall include obtaining any training required from the original equipment supplier(s) at no cost to PANYNJ.

## V

### System Performance Report

At the request of the General Manager or his/her assistant the Contractor is to provide the Baggage Handling System performance statistic report on a daily basis. The format of the reports shall be coordinated with PANYNJ and, at a minimum, shall provide indication of actual system performance with respect to all performance criteria specified herein.

## VI

### Hours Available for Maintenance Functions

1. BHS maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the BHS is minimized to the greatest extent possible. To minimize operational impact to the user Airlines and/or TSA, carry out the maintenance of BHS equipment at night and during off-peak periods. Off-peak, curfew period maintenance needs to be coordinated with PANYNJ. Contractor shall not bill at Overtime rates for this service.
2. The current normal hours of operation in the Terminal B bag rooms are 4:30AM to 11:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.
3. The current normal hours of operation in the Terminal A bag rooms are 4:30AM to 10:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.

## I OPERATIONAL SERVICES

### General Requirements

1. Furnish all personnel as required to operate and maintain the BHS and meet all specified performance criteria during the term of this Contract. Personnel shall perform all duties set forth in the approved System Operation Plan and System Operating Manuals provided by the Baggage Handling System equipment supplier.

2. Normal hours of operation and the level of service for the BHS will be as coordinated with PANYNJ Operations, Maintenance and TSA. On occasion, special events may necessitate extending or reducing system operation beyond normal operating hours or altering the mode of operation.

3. The Contractor shall be responsible for the removal of any baggage remaining in the system and any manual handling required in the event of a BHS system failure and to respond to all BHS related failures and emergencies as required allowing or facilitating transport of bags to their intended destination.

4. The Port Authority of NY & NJ will dictate any matters relating to the Systems operation such as the required hours of operation, Maintenance and TSA and the Contractor shall fully cooperate and coordinate in this respect. PANYNJ will make every effort to assist as needed with the resolution of any issues encountered in the required coordination between the BHS Contractor and Airlines. When officially notified by PANYNJ of a decision regarding the above matters, or any other matter that PANYNJ wishes to classify as a policy decision, immediately take all appropriate steps to comply with the decision.

5. Performance analysis (using reporting functions provided by the original BHS Supplier as available and applicable and/or any other necessary means) as required to document actual performance of the BHS and to verify compliance with the performance requirements as set forth herein. Provide PANYNJ monthly system assurance monitoring reports that include this data for review, commencing at the end of the first month of this Contract.

6. If, as a result of system monitoring, it is determined that a redesign and/or replacement of BHS Components are necessary or desirable, the proposed method of accomplishing such redesign and/or replacement shall be submitted to PANYNJ for review and approval prior to initiating such work. To the extent not covered by the Baggage Handling Equipment supplier's warranty, any such redesign and/or replacement together with any work associated therewith shall be performed at a mutually agreed upon price between PANYNJ and the Contractor under the Extra Work provision. Under no circumstances shall the Contractor withdraw the BHS from service for such purposes without prior written authorization from PANYNJ.

## II. CLASSIFIED WORK

Classified Work shall be performed in full compliance with the requirements of and in accordance with the provisions of these Specifications. Employees assigned to Classified Work shall work exclusively at the areas to which they are assigned and shall perform the required maintenance and operation services for the full shift specified for the time period specified on their work schedules or assignment sheets.

For each such shift, the assigned employee shall be entitled to one half hour meal break (unpaid) and there shall be two (2) fifteen minute relief breaks during an eight hour shift. Relief breaks shall not be scheduled in conjunction with the meal break. The schedule of meal and relief breaks shall be subject, at all times, to the approval of the Manager.

In computing those hours for which payment will be made hereunder, allowance shall be made for all relief break time provided pursuant to the immediately preceding paragraph. No allowance shall be made for meal break time.

Operation of the Baggage Belt Systems shall be available for all flights arriving or departing from the International Facility at Terminal B and Terminal A in Newark International Airport twenty-four (24) hours per day, seven (7) days per week including holidays, as directed by the Manager. In operating the Belt Systems, the Contractor and/or its operating employees shall conform to the operating procedures prescribed by the Manufacturer of the Baggage Belts including, but not limited to, operating Systems in order to protect the public, airport personnel and airport vehicles and property.

It shall be the Contractor's responsibility to provide fully trained Maintainers, Mechanics, Supervisors, Manager, and Systems Engineers as Staff so that the Baggage Belts will be operated in a safe and expeditious manner at all times.

### **III. CLASSIFIED WORK: BAGGAGE BELT MAINTAINER**

Baggage Belt Maintainer coverage will be required seven (7) days a week, twenty-four (24) hours a day, shift coverage to be approved by the Authority in advance in conformance with airline schedules.

The Baggage Belt Maintainer's job duties shall consist of the following items. The following list is a general outline of the job duties and is not to be construed as "all inclusive".

- 1 - Work in a safe and expedient manner to clear all baggage jams
- 2 - Ensure that bags are aligned as required upstream of CTX machines and/or immediately clear any resulting jams.
- 3 - Assist the maintenance mechanics/technicians on an as needed basis.
- 4 - Observe and report any maintenance, operations and/or repair problems to the maintenance mechanics/technicians.
- 5 - Responsible for general cleanup of work areas and in/around conveyor equipment including all carousels at a Frequency required maintaining units free of trash, dirt and debris.
- 6 - Responsible for manual movement of baggage in the event of system outage, during system fallback conditions as required.
- 7 - Responsible for the stocking and restocking of baggage tubs to all required areas.  
For all scheduled Flights the Maintainer will be required to be at the start switch of the appropriate system fifteen (15) minutes prior to the scheduled arrival of luggage tubs so that the system can be started and checked. If the Maintainer experiences any difficulty or notices any problems, they are to notify their supervisor and a Baggage Belt Mechanic immediately.

Maintainer may have to in conjunction with mechanics during breakdown of belts, move luggage by hand to its destination until belts begin operating again safely. Maintainers may also be used to assist mechanics if called on by the Manager. Maintainer must assist airlines in placement of luggage into containers.

The Maintainer will notify the Authority's Terminal Services Supervisor or Control Desk as to when a System is ready and operational and/or not operational.

Maintainers shall Conduct themselves in a courteous manner and maintain their uniforms and personal appearance in a world-class manner.

Maintainers shall be equipped with a two-way radio and trained in its use.

Maintainers shall not be permitted to smoke, eat or drink while on duty, except during breaks and in designated break areas/ smoking areas.

#### **IV GENERAL SITE MANAGER**

The General Site Manager will be the responsible person that is the representative of the Contractor and have the power and ability to answer and make decisions concerning the Contract when called upon by the General Manager to do so.

The General Site Manager will be ultimately responsible for all Managers, Supervisors, and ALL staff assigned by the Contractor for this Contract. If the General Manager due to concerns pertaining to the conduct of any employee performing work under this Contract, it is the responsibility of the General Site Manager to ensure the Contractor's labor policies and procedures are followed either to terminate employee or reassign employee from the Facility. Neither the General Manager nor any of his/her staff or The Port Authority of NY & NJ will be held liable for any of the Contractor's decisions concerning its personnel.

All resumes for Supervisory Staff and Baggage Belt Mechanics must be submitted to the General Manager prior to the start up date of the Contract for review and approval. All maintenance personnel approved by the "General Manager" shall be experienced in and competent to perform the work assigned to them by the Contractor, and shall be properly certified by the baggage belt manufacturer to perform the work assigned to them where such certification is a requirement by the General Manager of this Contract. Any changes or additions to personnel must meet the same criteria prior to being assigned to this Contract.

The General Site Manager will be responsible for delegating to his/her Managers completing logs on all equipment, parts inventory and records of all worked performed on a continuous basis. He/she must have a working knowledge of computers.

The General Site Manager must be on site Monday through Friday between the hours of 7:00AM to 3:30PM. The General Site Manager must be able to be reached via cell phone twenty-four (24) hours per day, seven (7) days per week 365 days per year in the event the General Manager or the Contractors overnight or off hours staff needs to make contact with said person.

The General Site Manager, if unable to be at any portion of his/her assigned tour, must have a replacement available with the same qualifications and abilities to cover that assigned tour.

Duties shall consist of making decisions on behalf of the Contractor concerning the Contract in all its facets. General Site Manager is responsible for all other lower level managers, supervisors and for every day operation and maintenance of Baggage Belt System and must have thorough knowledge of the Operation

and Maintenance for the Baggage Belt system along with the required TSA security screening software and hardware attached to the system. This position will also be responsible for ensuring compliance with TSA security and will be directly responsible to ensure the CMMS is operating and kept to date with the latest information for use by the Port Authority and its representatives. The General Site Manager will be required to meet with the General Manager to discuss matters pertaining to the Contract.

The only holidays in which the General Site Manager will not need to be replaced are on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day .

## **V MANAGER/SUPERVISORS**

### **A. MANAGER**

The Contractor shall assign a Manager whose presence at the Site of the Work is required during the hours of 7:00 AM to 3:30 PM, Monday through Friday, and at such other times as the General Manager may require.

The Contractor will also assign one (1) Manager Monday through Friday between the hours of 7:00 AM to 3:30 PM and may be required to adjust work schedule to accommodate off hour inspections of personnel as directed by the Port Authority General Manager or the Contractor General Site Manager. The Manager will directly be responsible and answerable to the General Site Manager on matters concerning the supervisors and trades persons and who will deal with schedules, CMMS system information and updating, inspecting along with the supervisors work needing to be done, finished work and scheduling work and periodic inspections off hours or off schedule (approved only by the General Manager) to ensure employees are being diligent to his/her assignments.

The Manager must be replaced for any time the assigned Manager is unable to fulfill his/her assigned role as Manager. No holidays or exceptions will be allowed for his/her absence. The Manager must be present Monday through Friday at the times noted above and if unable to fulfill role for the day, the General Site Manager must find an approved equal replacement to carry out his/her duties.

The Manager of the Contract will be responsible for day-to-day operations and maintenance of the BHS, inputting data into the CMMS, updating all regular maintenance and repair of the BHS and associated equipment. Manager will be required to inspect work being performed by his/her direct supervisors and staff. Manager may be required to meet on a regular basis with the General Manager and discuss scheduling, and other operational tasks associated with this contract as needed by the General Site Manager and General Manager.

The Manager so assigned shall serve as the Contractor's representative at the Facility and shall have overall responsibility at all times for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees. The Site Manager shall also be available to the General Manager at such times as the General Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the General Manager may wish to transmit. The Manager shall not perform personally any of the maintenance or operations work required hereunder.

The Manager must ensure the CMMS System is up to date and all equipment history updated on a daily basis.

## **B. SUPERVISORS**

Contractor shall also assign working Supervisors whose presence at the Facility will be required (7) days a week, 365 days a year during the hours of 3:00 PM -11:30 PM, 11:00 PM - 7:30 AM on Weekdays, and at 7:00 AM - 3:30 PM and at other times designated by the Manager. The Supervisor shall not be assigned to the performance of administrative tasks but shall devote his/her entire time to the immediate supervision of the personnel performing maintenance and operation services pursuant to the Contract and to the performance of such maintenance and operation work as may be directed by the General Manager.

Supervisors are expected to oversee all work done by mechanics, engineers, routine, non-routine work and baggage handling maintainers. *It is a must that the Supervisor have the expertise to troubleshoot and have an all encompassing knowledge of the complete BHS including a working knowledge of the PLC's and tracking systems hardware and software.*

The Contractor's Supervisors must have thorough knowledge of complex mechanical equipment involving pneumatic, hydraulic and electrical systems (110 V, 220 V and 440 V).

The Contractor's Supervisor shall be available at those times specified, to the General Manager for prompt attention and compliance with orders, instructions, directions and information written or orally given regarding the performance of the Work specified in the Contract and for inspection tours of the premises.

No compensation shall be payable hereunder for time worked by the Contractor's Manager and/or Supervisors in excess of eight (8) hours per day or five (5) days-per week.

## **VI SYSTEMS ENGINEER RESPONSIBILITIES**

1. Monitor the operational status of the BHS system at all hours of the operational day. The Systems Engineer duties include, but are not limited to:
  - a. Alert maintenance personnel through radio communications of faults or failures and dispatch them to the appropriate location
  - b. Monitor line balancing
  - c. Monitor statistics
  - d. Make BHS operational decisions, initiating and coordinating implementation of any backup/fallback procedures necessary to allow continued operations (e.g., choosing alternative routings using plow diverters, coordination with PANYNJ Operations, Maintenance and TSA)

- e. Interface directly with the PANYNJ Operations, Maintenance and TSA
  - f. Ensure smooth daily start-ups by reviewing start-up check lists and procedures
  - g. Must be capable of programming VFD's when needed.
2. As required for monitoring of the Baggage Handling System, via the Maintenance Diagnostic System (MDS) and/or observation as required during the system's operational period. The following is a statement of work for the Operations Staff that will be assigned to Baggage Handling System monitoring.

The tasks are separated into three (3) groups; 1) Daily Tasks, 2) Regularly Scheduled Non-Daily Tasks, and 3) Random Unscheduled Tasks. The following list along with the BHS manufacturer's recommendations, as referenced in the System's operation and maintenance manuals shall be used as minimum requirements for the task assignments to the BHS monitoring staff.

#### 4. Systems Engineer Routine Tasks

##### Task Daily Task Description:

- a. *Ensure that all previous day's Work has been completed.*
- b. Collect, log and file all daily reports generated during the nightly End-of-Day processing. (1st Shift Only)
- c. Ensure that systems are operational and ready for operational day.
- d. Verify that all communications links are running and operational (PLC, etc.).
- e. Verify that there are no devices in an alarm state or condition that will prevent the BHS conveyors from starting and contact maintenance personnel to correct any conditions that may prevent system start-up.
- f. Verify readiness to exercise/initiate any and all back-up or fallback modes or Procedures at any time (e.g., redundant PLC's on-line, back-up diverters operational where available, etc.).
- g. Monitor system for any visual and audible alerts, and notify maintenance Operations of identified conditions that may need correction.
- h. Compile/generate end of shift reports; log and file.
- i. Fully advise next shift of current conditions and relevant issues as required.
- j. Provide on-site support to off-site support personnel.

## VII CLASSIFIED WORK: MAINTENANCE MECHANIC (Routine Maintenance)

Contractor will not be permitted to forego regular Routine/s Maintenance Work to perform Non-Routines unless written permission is requested and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS Manufacturer suggests Routines and the Contractor is to follow the Manufacturer's suggested Routines or modify the Routines as long as it is equal to or better than; or updated by the manufacturer of the BHS if updated by the Manufacturer; Contractor to follow updated suggestions.

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

The Contractor shall furnish under this Contract complete and professional maintenance service consisting of labor and materials and based on the Manufacturer's recommended schedule of maintenance. The Contractor will inspect each of the baggage systems on a daily basis checking, tightening, tracking, cleaning, trouble-shooting, adjusting, lubricating, performing minor repairs and performing all maintenance work according to Manufacturer's specifications.

*Work will also include the installation and maintenance of protective guards or bollards around baggage belts and carousels in the bag rooms as well as "speed" bumps.*

The Contractor will provide and install all minor replacement parts at no additional cost to the Authority as specified in Part V, "minor repairs" and "minor parts."

In performing maintenance, the Contractor shall use all reasonable care to keep each Baggage Belt System in proper, safe and efficient operating condition, twenty-four (24) hours a day, seven (7) days a week. The Contractor shall furnish all labor, minor parts, lubricants, hydraulic fluids, equipment, temporary barricades, safety equipment, warning signs, and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. Maintenance hereunder shall be deemed to include such removal and replacement or re-installation of equipment, materials, and minor parts as may be necessary or desirable to afford access to the equipment for maintenance. Minor parts shall be lubricants, cleaning materials, hydraulic fluids, filters, lost or broken nuts, any type of keys and switches, welding rods, bolts and washers, oil seals, control push buttons, indicator light bulbs, key switches, cover plates, fuses, wire nuts, electrical ties and other disposable type items and to include all items costing \$25.00 or less.

- 1) Provide skilled cross-crafted Mechanics with mechanical and electrical aptitude and strong skills and experience with industrial control devices. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the baggage handling system including controls (PLC's) and baggage sizing scanner systems.
- 2) All electrical work must be under the supervision of a New Jersey Licensed Electrician.
- 3) One Mechanic per shift familiar with PLC logic and controls to assist Systems Engineer, if necessary.

- 4) The Mechanic shall be responsible for the daily operations of the baggage handling system as well as to Operate, Maintain, Trouble-Shoot and Repair the Mechanical, Electrical and Control Systems related to the Baggage Handling System. The following list is not to be construed as "all inclusive", rather it is a general outline of Mechanic's duties.
- a. Monitor daily operations and statistics of the baggage system to determine problem areas.
  - b. Trouble-shoot and repair all mechanical, electrical, and control components of the BHS system.
  - c. Analyze all data from the baggage handling system to determine problems and trends that may lead to problems.
  - d. Suggest and, with PANYNJ, TSA and Airline approval only, make necessary changes to the Programmable Logic Controllers (in non-tracked areas only) to maintain and/or enhance the performance of the baggage handling system (changes may require recertification of the system).
  - e. Provide preventive maintenance (PM) services, clean, inspect, lubricate, adjust/track, Troubleshooting and repair for all mechanical equipment.  
-The following list is a general outline of their job duties and is not to be construed as "all inclusive".
    - Conveyor belting, end rolls, drive rolls, snub rolls, take-up rolls, etc.
    - Conveyor drive assemblies (motors, gear boxes, drive belts, v-belts etc.)
    - Conveyor supports (ceiling hangers, leg supports, etc.)
    - All diverters and associated equipment that direct baggage flow.
    - Trouble-shoot and repair all mechanical faults
    - Responsible for general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris. This shall include regularly cleaning out all debris-collecting gap pans.
  - f. Provide preventive maintenance services, clean, troubleshooting and repair for all electrical/controls equipment. The following list is a general outline of Mechanic's job duties and is not to be construed as "all inclusive". - Programmable Logic Controls, Input/output components, and communications hardware
    - Tuning and Optimizing of the Programmable Logic Controllers (PLC) Program when deemed necessary/warranted. Under no conditions shall the Contractor perform any modifications to any PLC code for tracked areas. This work must be performed in conjunction with PANYNJ Operations, Maintenance and TSA.
- 5) In maintaining the equipment, the Contractor shall conform to the specifications of the latest edition and all subsequent updates of the maintenance manuals listed in the section of the Information For Bidders entitled "Reference Documents", unless the Manager orders a different procedure in writing. The Authority will furnish one copy of each manual to the Contractor.
- 6) The Contractor shall supply itself with sufficientCopies of such manuals and shall obtain any updated material issued for such manuals and shall propose to the Manager, for approval, revisions to the manuals as such revisions become necessary. Such approved revisions shall be included in the Contractor's copies of the manuals, and Contractor shall supply the Authority with copies of such revisions for inclusion in its manuals.

- 7) Upon expiration or other termination of this Contract, all such manuals procured by the Contractor as updated shall become the property of the Authority.
- 8) The Contractor shall perform maintenance service for each system at the frequencies noted below. The "Baggage Belt Maintenance Periodic Inspections", specified in this agreement indicate the maintenance routines required to be performed monthly. Any revisions to an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager reserves the right to revise an established maintenance work schedule by giving the Contractor one week's notice and at no additional cost to the Authority.
- 9) Maintenance shall be performed so as not to interfere with public travel or baggage belt operation as determined by the Manager. No system will be removed from service without first getting approval from the Port Authority Control Center or Terminal Service Staff.
- 10) The Authority shall have the right to have others repair and replace any component of the Belt Systems. Components of the Belt Systems that are repaired, replaced or refinished by the Contractor or by others shall be nevertheless inspected, checked and serviced by the Contractor at no additional cost to the Authority.
- 11) Upon the completion of each maintenance routine, the Contractor shall submit to the Manager a report detailing the condition of the equipment and his/her recommendations.
- 12) On completion of a maintenance routine, the Contractor shall review with the Manager the performance of each belt and make recommendations for improvements.
- 13) The Contractor shall correct any equipment or operational deficiencies discovered as a result of periodic inspections and test conducted by the Authority and/or the Contractor. Corrections made by the Contractor which are performed under Routine Maintenance procedures, shall be at no additional cost to the Authority, except if such work is determined to be Extra Work.
- 14) In order to make replacements and repairs for the Baggage Belt Systems as expeditiously as possible, the Contractor shall stock, keep and maintain on the Facility a sufficient supply of materials such as minor parts, tools or other equipment as may be necessary to make such replacements and repairs, and establish means to obtain other parts from the equipment Manufacturer in an expeditious manner. However, except for lubricants, hydraulic fluids and "minor parts" which must be provided by the Contractor, the Contractor must be prepared to purchase, upon request by the Manager, any required parts or components. An inventory of all tools and parts must be performed annually under the supervision of the Port Authority and monthly inventory reports will be requested. The Contractor will be responsible for all discrepancies in said inventory upon expiration of Contract.
- 15) The Mechanic will be expected to perform any and all repairs required that are found during normal Routine Maintenance at the time of finding the deficiency to at the minimum get part/equipment/section working safely until a more permanent fix can be accomplished. However, repairs will be reimbursed and performed following the description above under "specific definitions" as well as following cost for labor and materials under the bidders agreed upon "unit prices" as described in Section IV of the Pricing Sheets and accepted by Port Authority.

- 16) The Authority shall have the right to remove the subject equipment or any items thereof from service hereunder. Any work, which must be performed, in order to take the subject equipment out of service and/or to return to service, the Contractor shall return it to service if ordered by the Manager and the Contractor shall be compensated therefor in accordance with the provisions of this agreement in the description entitled "Non Routine Maintenance".
- 17) Servicing of the Baggage Belts located in the Terminal B International Facility and a portion of Terminal A shall be performed according to Manufacturer's specifications and recommendations. Servicing is considered to include periodic inspections, checks and minor adjustments on the system equipment as well as periodic lubrication, cleaning and replacement of system level components. All systems must be checked and tested for proper performance upon completion of these procedures. All PLC's must be monitored and repaired to insure efficiency. When performing Daily Inspections, Monthly Inspections, Quarterly Inspections, Semi-Annual Inspections and Annual Inspections of all Baggage Belt Systems, the Contractor will provide the Port Authority with an approved inspection report.
- A. Under the Contractor's general supervision, Baggage Belt Mechanics are responsible for complex mechanical, electrical and electronic equipment. Perform duties involving the diagnosis, repair and maintenance of complex mechanical equipment, as well as technically involved auxiliary and control systems. Work is highly specialized in nature and requires an extensive and sound knowledge of mechanical, electrical and electronic experience. Work is performed under circumstances requiring unusual techniques and exceptional judgment.
- B. The Contractor shall provide Baggage Belt Mechanics that will perform all required maintenance functions on the systems including Manufacturer's specifications and recommendations for periodic maintenance routines. The Contractor shall assign mechanics to be available as directed by the General Manager.
- 18) All maintenance personnel will be required to pass a Contractor administered written examination, which has been approved by the Authority, prior to assignment to the Contract.
- 19) The Contractor's maintenance personnel shall report to their immediate Supervisor, who in turn will report to their Manager who will in turn report to the General Site Manager or a designated representative at the start and completion of each Routine Maintenance and Non-Routines.
- 20) The Contractor will be responsible for providing all safety related items such as but not limited to hard hats, safety cones, gloves, eye protection, rags, hand cleaner, first aid kits, eye wash stations, respirators etc.

#### **H Basic Requirements**

1. Performs skilled mechanical work involving inspection, modifications, maintenance and repair on complex special equipment such as auxiliary and control systems, and diagnosis, modifications, alterations, maintenance and repair of mechanical, hydraulic, pneumatic and electrical equipment directly related to Baggage Belts, Carousels and PLC's.
2. Inspects all the critical areas (i.e., mechanical, hydraulic, pneumatic, electronic and electrical systems).

## **I Major Functions**

1. Investigates routine and non-routine malfunctions of standard or specialized mechanical equipment and auxiliary systems. Conducts various tests, repairs, and may lead other qualified maintenance personnel in the repair and maintenance of such equipment.
2. Prepares reports on equipment failure or malfunctioning resulting from other than normal wear and tear, and may recommend modifications to the equipment which are designed to improve operation and performance.
3. Participates in and performs daily, weekly, monthly, quarterly, semi-annual, and annual preventive maintenance and other inspections on Baggage Belt Systems in accordance with printed maintenance guides, verbal instructions and normal trade practices. Notes and report any defects found during the inspection to a Supervisor.
4. Inspects, test and diagnoses equipment performance, using standard instrumentation and diagnostic techniques. Makes all types of repairs both routine and non-routine and adjustments as necessary.
5. Performs testing and unit rebuilding hydraulic, electrical, pneumatic, electronic and other components.
6. *Inspects, locates and diagnoses malfunctions on each system.*
7. Maintains and repairs or replaces a variety of mechanical equipment and all baggage belts and associated equipment.
8. Troubleshoots electrical problems.
9. Maintains Baggage Room Speed Bumps and Belt Protectors.

## **J Knowledge, Ability and Experience Requirements**

1. Experience in the maintenance and repair of complex mechanical equipment, e.g., hydraulic, pneumatic, electronic, electrical.
2. Knowledge of electrical systems (24V Control Wiring, 110 V, 220 V and 440 V).
3. Experience in rigging equipment.

**K     Electrician**

- 1) Must be a licensed, class A, journey person electrician licensed in the State of New Jersey.
- 2) The job requires a knowledge of 1) installations, alterations and repair methods including troubleshooting procedures for electrical equipment and systems, 2) the tools and materials used in the electrical trade, 3) basic principles and theory of electricity, and 4) applicable electrical codes and safety precautions and voltage.

All work must comply with National Electrical Code. All new work or modification to the existing work must be submitted to the Manager for approval. The work will be inspected by Port Authority electrical staff and any discrepancies will be promptly corrected at the Contractor's expense.

**L     Certified Welder/Cutter**

1. Perform all welding involving structural supporting members to the belt system or any other application where personnel or the public will be exposed to such welded applications.
2. The Contractor must also supply qualified personnel to operate gas type cutting or welding.
3. Permits must be filed with the Authority fire marshal.

**VIII BAGGAGE BELT MECHANIC NON-ROUTINE**

Contractor will not be permitted to forego regular Routine(s) to perform Non-Routines unless written permission is requested to and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS manufacturer suggests routines and the Contractor is to follow its suggested routines or modify the routines as long as it is equal to or better than if updated by the manufacturer of the BHS the Contractor to follow updated suggestions.

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Non-Routine work is not at the discretion of the Contractor. All work thought to be Non-Routine by the Contractor must be discussed with the General Manager before approval will be given.

If approval for Non-Routine work is granted, it will be carried out and reimbursed according to the description above of "Non-Routine".

Baggage Belt Mechanics assigned to non-routine work must meet the same criteria set out for a Baggage Belt Mechanic performing work under routine maintenance.

## **IX NON-ROUTINE MAINTENANCE; COMPENSATION/EMERGENCY SERVICE.**

The Contractor shall perform all non-minor repairs and replacements regardless of the cause thereof and the Authority will pay the Contractor under the provisions of this Contract where the need for the repair is not due to the fault of the Contractor.

Reimbursement for such repairs will follow Major/Minor Repair/s or Major/Minor Part.

Non-Routines will consist of work needing to be done above and beyond what will be considered normal wear and tear or beyond the understanding of Routine. The Contractor shall obtain authorization from the General Manager to schedule Non-Routines.

The Contractor will bring in additional staff to complete Non-Routine work in order to prevent using scheduled routine staff. However, an exception to this will be if permission to defer a Routine is granted by the General Manager and there will not be a significant set back in the Routine schedule and the Contractor can demonstrate that deferring a Routine will not adversely impact the system. In addition, the regular Routine must be rescheduled to the satisfaction of the General Manager. It is unacceptable to avoid doing the Routine all together.

All expendable materials such as rags, oil, lubricants, bulbs (any kind, except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Said service shall be performed, as required by the Manager, at any time, twenty-four (24) hours per day, seven (7) days per week, including holidays. However, no repair or replacement work, which the Contractor deems to entitle it to compensation for Non-Routine Maintenance, shall be performed without the prior approval of the Manager. It shall be presumed that all repairs and replacements of minor parts required under "Routine Maintenance" are the responsibility of the Contractor and that the Contractor shall be entitled to no additional compensation unless the Contractor can demonstrate that the work request is of a Non-Routine nature. Any Non-Routine work will not begin until the General Manager approves the request.

### **A. COMPENSATION**

Whenever any work is performed by the Contractor and the Contractor has received approval from the Manager, that such work is to be classified as Non-Routine maintenance, the Contractor shall, as a condition precedent to payment for such work, furnish to the Manager or his authorized representative at the end of each day daily time slips showing (a) the name and number of each employee employed on such work, and the number of hours employed thereon, and (b) a brief description of the nature of the work performed and a list of materials used. This information shall

be supplemented by the Contractor at a later date with a statement indicating from whom the material was purchased and the amount paid therefore or copy of the Contractor's price list, and all of the rates used in computing compensation for labor. Such daily time slips and memoranda are for the purpose of enabling the Manager or his authorized representative to determine the amounts to be paid to the Contractor; accordingly, failure on the part of the Contractor to furnish them with respect to any particular work shall be deemed to constitute a conclusive and binding determination on the Contractor's part that such work does not entitle the Contractor to additional compensation, and shall constitute a waiver by the Contractor of any claims for such additional compensation.

Payment for each hour of labor expended in the performance of Non-Routine maintenance shall be at the rate set forth by the Contractor on the Contractor Pricing Sheet(s). Payment for all parts and material provided shall be in accordance with the following:

When it is necessary for the Contractor to replace any part or material during the performance of Non-Routine Maintenance under this Agreement, the Contractor shall first submit to the Authority for its approval the name of the item, the identifying number therefore, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that the Authority is to be billed therefore said price being the Contractor's list price for such parts and/or materials or, if no list price exists, that price quoted to most favored customers for similar parts and/or materials in similar quantity. The Authority shall have the option of (a) approving same; which approval shall be in writing or (b) supplying said material to the Contractor itself. In the event of (a), the Contractor shall be compensated for the "Net Price" of the material or the list or most favored customer price, as applicable in the case of material supplied by the Contractor, plus the percentage amount inserted by the Contractor on the Contractor's Pricing Sheets.

"Net Price" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for use in performing his obligation hereunder provided such purchase has received the prior written approval of the Authority as required herein.

*The Contractor shall not be required to install additional equipment or appurtenances, other than that required for the maintenance of the equipment, even though such are recommended and required by insurance companies, or by governmental authorities, without additional compensation therefore. If directed by the Manager to install any such additional equipment or appurtenances, they shall be considered Extra Work and the Contractor shall be compensated as set forth in the section of the Form of Contract entitled "Extra Work".*

Components requiring replacement under this Contract shall be replaced with new components of current design as recommended by the manufacturer or equal as approved by the Manager. Lubricants and hydraulic fluid shall be as specified by the manufacturer.

## **B. EMERGENCY RESPONSE**

The Contractor shall furnish Emergency Service within one (1) hour after the Manager's request for Emergency Service. Emergency Service shall be available on the basis of twenty-four hours per day, seven (7) days per week, including holidays. All malfunctions or inefficient or improper operation of

the equipment shall be investigated by the Contractor and the cause thereof forthwith repaired, removed, adjusted or otherwise attended to, so that the equipment is restored to proper operation at the earliest possible time. In the event the Contractor is directed by the Manager to perform Emergency Service as herein defined, the Contractor shall be compensated as provided in this section of the specifications entitled, "Non-Routine Maintenance", provided the need for the repair is not due to the Contractor's fault (such as due to lack of maintenance or neglect by the contractor).

**X BAGGAGE BELT SCHEDULE OF MANPOWER**

a) The Contractor shall furnish Maintenance and Operations Service for the 18 Baggage Belt Systems located in the Terminal B International Facility at Newark International Airport and Terminal A.

The Contractor shall furnish Maintenance and Operations Service for any additional Baggage Belt System, which may come under Port Authority control at the applicable Charge Per Hour inserted by the Contractor in the pricing sheets.

b) The following Schedule of hours shall be effective for the start of the Contract. (Note: The scheduled times listed below reflect the current needs for operator coverage at the Terminal A & Terminal B. These schedules will be adjusted as the need changes based on flight and passenger activity. The amount of hours could increase or decrease as provided herein. As a result, the Estimated Annual Hours indicated on the Contractors Pricing Sheets, are greater than the number of hours shown below. There is no guarantee that the total number of estimated hours will be utilized. This schedule is for 24 hours per day, 7 days per week 365 days per year coverage.

| <u>Position</u><br><u>Hours</u> | <u>Daily Hours</u> | <u>Weekly Hours</u> | <u>Annual</u> |
|---------------------------------|--------------------|---------------------|---------------|
| <b><u>Management</u></b>        |                    |                     |               |
| General Site Mgr.               | 8                  | 40                  | 2080          |
| Manager                         | 8                  | 40                  | 2080          |

|                           |           |            |             |
|---------------------------|-----------|------------|-------------|
| <b><u>Supervisors</u></b> |           |            |             |
| 2300-0730                 | 8         | 56         | 2920        |
| 0700-1530                 | 8         | 56         | 2920        |
| 1500-2330                 | 8         | 56         | 2920        |
| <b><u>Totals</u></b>      | <b>24</b> | <b>168</b> | <b>8736</b> |

|                                 |   |    |      |
|---------------------------------|---|----|------|
| <b><u>Systems Engineers</u></b> |   |    |      |
| 0500-1330                       | 8 | 56 | 2920 |
| 1200-2030                       | 8 | 56 | 2920 |

PART V - SPECIFICATIONS

|           |                      |           |             |
|-----------|----------------------|-----------|-------------|
| 1600-0030 | 8                    | 56        | 2920        |
|           | <b><u>Totals</u></b> | <b>24</b> | <b>168</b>  |
|           |                      |           | <b>8736</b> |

**Mechanics**

|                                   |                      |            |              |
|-----------------------------------|----------------------|------------|--------------|
| 2300-0730 – (Outbound Belts)      | 8                    | 56         | 2920         |
| 2300-0730 – (Inbound Belts)       | 8                    | 56         | 2920         |
| 2300-0730 – (Inline Matrix Belts) | 8                    | 56         | 2920         |
| 2300-0730 – (B2 Inline Belts)     | 8                    | 56         | 2920         |
| 2300-0730 – (B3 Inline Belts)     | 8                    | 56         | 2920         |
| 0500-1330 – (Terminal A TC3)      | 8                    | 56         | 2920         |
| 0700-1530 – (Outbound Belts)      | 8                    | 56         | 2920         |
| 0700-1530 – (Inbound Belts)       | 8                    | 56         | 2920         |
| 0700-1530 – (Inline Matrix Belts) | 8                    | 56         | 2920         |
| 0700-1530 – (Inline Matrix Belts) | 8                    | 56         | 2920         |
| 0700-1530 – (B2 Inline Belts)     | 8                    | 56         | 2920         |
| 0700-1530 – (B3 Inline Belts)     | 8                    | 56         | 2920         |
| 1300-2130 – (Terminal A TC3)      | 8                    | 56         | 2920         |
| 1500-2330 – (Outbound Belts)      | 8                    | 56         | 2920         |
| 1500-2330 – (Inbound Belts)       | 8                    | 56         | 2920         |
| 1500-2330 – (Inline Matrix Belts) | 8                    | 56         | 2920         |
| 1500-2330 – (Inline Matrix Belts) | 8                    | 56         | 2920         |
| 1500-2330 – (B2 Inline Belts)     | 8                    | 56         | 2920         |
| 1500-2330 – (B2 Inline Belts)     | 8                    | 56         | 2920         |
| 1500-2330 – (B3 Inline Belts)     | 8                    | 56         | 2920         |
| 1500-2330 – (B3 Inline Belts)     | 8                    | 56         | 2920         |
|                                   | <b><u>Totals</u></b> | <b>168</b> | <b>1176</b>  |
|                                   |                      |            | <b>61320</b> |

**Baggage Belt Maintainers**

|                              |   |    |      |
|------------------------------|---|----|------|
| 2300-0730 – (CB1)            | 8 | 56 | 2920 |
| 2300-0730 – (OB1 – OB4)      | 8 | 56 | 2920 |
| 0500-1330 – (OB10)           | 8 | 56 | 2920 |
| 0500-1330 – (Terminal A TC3) | 8 | 56 | 2920 |
| 0700-1530 – (CB1)            | 8 | 56 | 2920 |
| 0700-1530 – (OB1 – OB4)      | 8 | 56 | 2920 |

**PART V – SPECIFICATIONS**

|                              |            |            |              |
|------------------------------|------------|------------|--------------|
| 1130-2000 – (RC1 & RC2)      | 8          | 56         | 2920         |
| 1130-2000 – (RC1 & RC2 CRSL) | 8          | 56         | 2920         |
| 1200-2030 – (Inbound CRSL)   | 8          | 56         | 2920         |
| 1300-2130 – (OB10)           | 8          | 56         | 2920         |
| 1300-2130 – (B2 CRSL)        | 8          | 56         | 2920         |
| 1300-2130 – (Terminal A TC3) | 8          | 56         | 2920         |
| 1300-2130 – (Tub Collection) | 8          | 56         | 2920         |
| 1500-2300 – (CB1)            | 8          | 56         | 2920         |
| 1500-2330 – (B3 CRSL)        | 8          | 56         | 2920         |
| 1500-2330 – (OB1 & OB2)      | 8          | 56         | 2920         |
| 1500-2330 – (OB3 & OB4)      | 8          | 56         | 2920         |
| <b>Totals</b>                | <b>136</b> | <b>952</b> | <b>49640</b> |

## **XI**

### **PERSONNEL REQUIREMENTS**

The Contractor shall use only experienced, skilled, competent, trained Baggage Belt Conveyor Systems Maintainers and Mechanics in the performance of the maintenance work. All work shall be performed by maintainers and mechanics supervised by the Contractor.

1. Maintainers shall have a minimum of two (2) years experience
2. Mechanics shall have a minimum three (3) years experience
3. Systems Engineers shall have a minimum three (3) years experience in system type knowledge and
4. General Site Manager shall have a minimum five (5) years experience
5. Manager shall have a minimum five (5) years experience
6. Supervisor shall have a minimum five (5) years experience.

It is not necessary for all the required experience to have been acquired with the Contractor's firm. The mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of these particular types of Baggage Belt Conveyor Systems. The Contractor shall, if requested by the Authority, furnish proof of this training and experience to the satisfaction of the Authority.

All Supervisors, Managers, General Site Manager, and Systems Engineers must be approved by the Port Authority Contract Administrator (General Manager). The personnel may be required to undergo an interview process including providing a resume.

No Site Manager, Manager, or Supervisor assigned hereunder by the Contractor shall directly perform the Maintenance and Operation services required by this Contract.

### **PART V – SPECIFICATIONS**

The General Site Manager, Manager and Supervisors assigned hereunder by the Contractor shall possess a valid driver's license and shall be able to speak and write in the English language.

The General Manager shall have the right to approve any General Site Manager, Manager or Supervisor proposed by the Contractor for assignment hereunder.

The General Site Manager, Managers and Supervisors assigned hereunder by the Contractor shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the General Manager with such proof of prior experience, including references, as the General Manager may request. The Contractor shall also provide the General Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five (5) years prior experience with respect to such individual.

If, in the opinion of the General Manager, any employee so assigned is performing his functions unsatisfactorily, the Contractor shall replace him/her within twenty-four (24) hours following the Contractor's receipt of the General Manager's request for such replacement.

The Contractor, its Mechanics and other personnel shall adhere to the Authority's safety standards and rules and shall comply with all directives issued in the interest of public safety and PA Customer Service good practices (A PA Customer Service Manual will be supplied) when so notified by the Manager. The Contractor's personnel shall immediately comply with all directives issued by the Authority's Police Officers. Failure to comply with authorized directives shall cause the Authority to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing work required 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 Port Authority Manager's staff.

The successful Contractor shall submit to The Authority the names and home addresses of employees who will perform maintenance work under this Contract. No employee will be permitted to work under this Contract without approval of The Authority. The Contractor shall obtain for its employees identification badges approved by The Authority, including SWAC and TWIC.

Thirty (30) days prior to the start of the Contract, the Contractor shall submit to the Manager a completed typewritten Newark Airport A.O.A. Security Identification Card Application for each of its employees working under this Contract. All employees working under this Contract will not be allowed to perform any of the Work unless such personnel have been approved, in advance, by the Authority upon the successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display (S.I.D.A.) class given by the Authority at the facility at no additional cost to the Authority.

Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged in maintenance work under this Contract.

## AIRPORT SECURITY PERSONNEL REQUIREMENTS

### 1) Security Requirements

Companies contracted by The Port Authority of NY & NJ to perform contractual services at Newark Liberty International Airport must have security identification badges. Therefore, the successful bidder, at the time of contract award, must submit a corporate package (company I.D. request package) to the Port Authority Security I.D. Office at Newark Liberty International Airport. The Contractor must designate a Company Issuing Officer(s) who will be responsible for processing all Security I.D. applications. Issuing Officer(s) must attend an Issuing Officer training session conducted by the Port Authority Security I.D. Office prior to being certified as an Issuing Officer and on an annual basis. Time for this necessary training is the responsibility of the Contractor and will not result in any additional cost to The Port Authority of NY & NJ.

A detailed description of the Issuing Officer's responsibilities can be obtained upon request, from the Port Authority Security I.D. office at Newark Liberty International Airport.

### 2) Personnel Requirements (Security)

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten Airport I.D. Card Application for each of its employees performing services under this Contract. No Resident Manager, Supervisor or Cleaner nor any cleaning personnel performing any of the Work hereunder in any of the Security Areas of Newark Liberty International Airport as designated by the Manager will be allowed to perform any of the Work at these areas unless such personnel have been approved. I.D. applicants must successfully undergo a Criminal History Records Check (CHRC) and Transportation Security Administration (TSA) Security Threat Assessment (STA) in order to obtain an I.D. card. Applicants who do not meet the CHRC and STA requirements will not be eligible to work at Newark Liberty International Airport on this Contract. There is a fingerprinting fee, please consult the ID Office for the fingerprinting fee amount. Applicants must:

Complete the Port Authority Security I.D. Application form (PA 3253) and present it to an authorized issuing officer for signature.

All vehicle operators must possess a valid driver's license

Complete and pass the SIDA and Port Authority Driver Training class if necessary.

Clear (CHRC) fingerprint background check and STA

Provide two forms of identification

*\*\*The CHRC takes an average of two weeks for approval, therefore, we urge applicants to submit their applications as soon as possible. The General Manager will provide the Security I.D. Application form (PA 3253)*

It will be the Contractor's responsibility to capture and return all expired or invalid I.D. cards to the Port Authority Security I.D. office at Newark Liberty International Airport. Failure to do so will preclude the Contractor from performing any further work on this contract or any other Port Authority Contract as well as subject the Contractor to administrative fees.

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

### 3) US Bureau Customs Bond Requirements

Dedicated personnel assigned to this Contract must also obtain a U.S. Customs Hologram for access to high security buildings. Staff must meet the established criteria required by the U.S. Bureau of Customs and Border protection. In addition, the Contractor must obtain an Airport Customs Security Area Bond. Currently a \$25,000 bond is required for 25 employees or less.

The Contractor shall comply with US Customs Regulation, 19, CFR 122.14 stating that:

All parties whose personnel require access to Customs Security Areas at airports, that effective October 1, 1998, the Customs Service will require service companies, and all parties whose employees possess Customs Security holograms to post a bond which will guarantee payment of liquidated damages assess by Customs for any violation of the Customs Airport Security Program. These new regulations are set forth in the Customs Regulations, 19 CFR 122.14.

The Customs Regulation as amended September 3, 1998 mandates that companies whose personnel possess security holograms post a bond with Customs, guaranteed by surety, assuring compliance with Customs Regulations applicable to Customs Security Areas. Under the amended regulations, violations will subject and employer to liquidated damages of \$1,000.00 per default from the bond agreement.

Employers operating in Customs Airport Security Areas will advise all their employees of the provision of the Customs Regulations relative to the security areas and require them to familiarize themselves with these provisions and to comply therewith. Failure to comply shall be considered as a default of the conditions of the employer's bond and shall subject the employer to liquidated damages as specified in its bond. The Contractor shall be responsible for any and all fees for its employees to obtain Customs Security Holograms.

## XII

### LIMITATION ON EMPLOYEE HOURS

No employee performing Classified Work hereunder shall be permitted to work more than eight (8) hours per day unless insufficient employees are available to perform the Maintenance and Operation services required and the Contractor has obtained the Manager's prior approval for the assignment of such additional hours. If both such conditions are met and the Contractor assigns additional hours,

the Contractor shall schedule the work so as to ensure that no employee works more than twelve (12) hours per day or resumes work less than eight (8) hours following such an extended shift. No additional payments for premium time shall be allowed to the Contractor under such circumstances. Payment for all such additional hours shall be at the rates applicable to the Work performed as such are set forth in on the Contractor's Pricing Sheets.

In the event that the Manager determines that an emergency exists at the Site of the Work so as to require the utilization of all available employees, he/she shall have the right to waive the above stated limitation on hours for such time as the emergency is in effect. In the event of such an emergency, the Manager may also, at his/her discretion, excuse the performance of regularly scheduled Work and direct that employees assigned thereto be reassigned to Work necessitated by the emergency. In such an event and only with respect to employees so reassigned, Work performed shall not be considered Extra Work and compensation for each hour expended therein shall be at the hourly rate set forth for Classified Work on the Contractor's Pricing Sheets.

There will be no OT billable only those rates agreed to in the Pricing Sheets.

### **XIII UNIFORMS AND IDENTIFICATION**

A. The Contractor shall provide uniforms to each employee performing Maintenance and Operation work required hereunder which shall be worn at all times during which such Work is being performed. Such uniforms shall include an approved EWR embroidery or patch. Each employee must have a company photo ID affixed to the uniform and visible. All insignias and identification badges shall be subject at all times to the Manager's approval.

The Contractor agrees that its employees will present a neat, clean and orderly appearance at all times. The Contractor will also be responsible for ensuring that its employees wear appropriate footwear (no sneakers) for the tasks performed. Personal clothing shall not be worn in any manner as will cover any part of the uniform. The Contractor shall outfit all employees with the following uniform inventory:

- 4-Collared type shirts (colors to be determined upon award)
- 4- Pair of work pants (black)
- 4- Mock style long sleeve, turtleneck shirts
- 1- Parka or winter type coat

The General 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 Work or to furnish the required number of employees at each location at the Site of the Work as specified.

B. No agent, employee or subcontractor of the Contractor will be permitted on or about the Facilities without a pass, permit or identification badge approved by the Manager. The Contractor shall obtain such passes, permits or identification badges for his employees. The badge shall list the name of the employee, show the employee's signature and shall contain a recent photograph of the employee. The name and address of the Contractor shall also appear on the badge. The identification badges shall be worn in a conspicuous and clearly visible position by all those engaged in the work

whenever they are at the Facilities. The Contractor agrees that all agents, employees, or subcontractors will present a neat clean orderly appearance at times while at the Facilities.

#### **XIV**

##### **SPACE PROVIDED TO THE CONTRACTOR**

The Authority will furnish the Contractor at no cost to the Contractor with non-exclusive locker space, lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's equipment, materials and supplies. Said facilities and space shall be designated by the General Manager and may be changed at any time at his discretion. The Contractor shall not conduct any business from this space other than what is specified in this agreement.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

#### **XV**

##### **VEHICLE REQUIREMENTS**

The Contractor shall furnish and maintain, for exclusive use by the Contractor's employees the at Airport 24 hours per day 7 days per week the following Vehicle to be used to transport baggage tubs, staff, equipment, parts and materials from one location to the next:

One (1) 6-passenger, pick-up truck, not more than three (3) model years old at any time, with hydraulic tail lift-gate, , all wheel drive or (4X4) with no more than 5,000 miles or approved equal. Vehicle must not have any oil leaks or any other type of fluid leaks including the burning (smoking) of any fluids that leave behind a "smoke like" appearance.

**PART V - SPECIFICATIONS**

Vehicle must also be well maintained inside and out to give a proper, professional appearance to our airline customers. The General Manager will have the right to inspect and remove the vehicle from service if deemed necessary due to unsightly appearance or signs of neglect. Vehicle must be washed regularly at a minimum once every three weeks. This maintenance will be at the expense of the Contractor and is not reimbursable.

The vehicle must be equipped with air conditioning, heat, automatic transmissions, back-up alarms, steel bed-liners, roof mounted rotary yellow beacon safety light bar for maneuvering on the ramp areas and when parked in front of the terminals loading baggage tubs.

Must be easily identifiable; and must have the company name or logo prominently displayed.

The color, style, and identification of all vehicles shall be subject to the prior and on-going approval of the General Manager.

All costs related to the vehicle including, but not limited to insurance, fuel, oil cleaning, and maintenance are to be borne by the Contractor.

The Port Authority will only reimburse the Contractor for the rates as quoted on the Contractor's Price Sheet for the time the vehicles are in service at the Facility.

The vehicle will be operated only by a licensed driver that has satisfactory completed the Port Authority's "Aeronautical Driving Course" and the driver must carry the approval card that is issued upon completing said course and must also adhere to the established airport rules and regulations for the operation of motor vehicles.

## **XVI**

### **Materials, Supplies and Equipment**

#### **A. Routine Maintenance (All Classified Work)**

The Contractor shall supply all tools, supplies and equipment and routine maintenance parts and materials required for the performance of such work. None of these items supplied for Routine Maintenance shall be deemed a part of the inventory and are therefore the financial responsibility of the Contractor.

#### **B. Non - Routine Maintenance**

All specially designed tools, materials, parts, supplies required for the performance of such work, shall be provided by the Contractor or withdrawn from Inventory as required. All said items provided by the Contractor should become the property of the Authority. All specialty tools permitted by the General Manager to be purchased for the repair of a Non-Routine and becoming the property of The Port Authority of NY & NJ must receive a Port Authority Property Tag.

The Contractor is responsible for the security, repair, and integrity of all tools and equipment as to be readily available at all times.

**C. Minor Part**

Any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

If it is less expensive for the Contractor and The Port Authority of NY & NJ to do a bulk order of parts (General Manager of PA to pre-approve) costing \$25.00 or less, \$25.00 will be deducted from the invoice and no mark-up will be granted only shipping cost (with no mark up on the shipping cost). The Port Authority shall approve any bulk procurement.

All expendable materials such as rags, oil, lubricants, bulbs (except where large orders of bulbs are made at the request of the Manager, then a bulk order may be made but will still carry a \$25.00 deductible for the order. The type of bulbs for example are for convenience lighting and safety not indicator bulbs), sprays, contact cleaners, are considered expendable items and are included in the base term price of the contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision.

**C. Major Part**

The Contractor will be reimbursed for any part amount over \$25.01 plus the agreed mark-up, plus shipping. The first \$25.00 will be the responsibility of the Contractor. If it is less expensive for the Contractor and the Port Authority to do a bulk order of parts (where one (1) is needed now but the rest will be used in the near future and can be placed in inventory) costing \$25.01 or more, \$25.00 will be deducted from the bulk purchase on the invoice, however mark-ups and shipping will remain as stated on the Pricing Sheets. The Contractor must obtain permission from the General Manager to us the bulk order provision.

**C. Inventory**

The Contractor shall maintain a sufficient quantity of items, as determined by the General Manager in discussion with the General Site Manager placed in the space provided by the Authority, to ensure the continuous operation of the Baggage Belt Systems. Items supplied for Classified Work shall not be deemed to form a part of inventory. Specialty Tools purchased for any approved Non-Routine job will not be permitted to receive Contractor's mark-up on tools or equipment provision in the Pricing Sheets as such tools will become the property of The Port Authority of NY & NJ.

The Contractor by way of its General Site Manager may suggest to the General Manager items to be kept in inventory or new items to be purchased in inventory, but no item shall be purchased without the written approval of the General Manager.

If required by the General Manager, the Contractor shall obtain a minimum of three bids for each purchase.

All items of inventory shall be, and remain at the termination of the Contract, the property of the Authority.

The Contractor shall track all purchases and record all items purchased on an inventory. The Port Authority will conduct monthly spot checks on the inventory and the Contractor will be responsible for the accuracy of the inventory and all associated items.

**D). TITLE TO MATERIALS, SUPPLIES, TOOLS, PARTS**

All materials, parts and supplies to become part of the baggage belts or to be expended in the maintenance and operation hereunder, and all other items, including all tools to become property of the Authority under this Contract, shall be and become the property of the Authority upon delivery to the Airport or upon being especially adapted for use for this Contract, whichever may first occur.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as maybe required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances and shall mark or otherwise identify all such items as the property of the Authority.

**E). INSPECTION OF TOOLS, EQUIPMENT, MAN-LIFTS, FORKLIFTS**

The Contractor will have a maintenance routine set in place for all tools and equipment to include an O.S.H.A approved inspection and preventative maintenance check on all man-lifts, forklifts and like equipment used by the Contractor. Proof of such will be provided to the General Manager upon request from the General Site Manager.

## **XVII Wages and Supplemental Benefits**

### **A. Definitions:**

- 1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract and other administrative personnel performing such duties exclusively.
- 2) "Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plans are not included as wages.
- 3) "Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included as Supplemental Benefits.
- 4) "Non-overtime Hours Worked" shall mean the straight-time hours actually worked by Employees under this contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid. There is no provision in this contract for "Overtime" hours worked.
- 5) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B. Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.**

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee

finally takes his/her vacation in February 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

- C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Wage/Salary and fair and reasonable Supplemental Benefits for each employee in each category as set forth below.

Minimum Hourly Wage:

Systems Engineer- \$25.98 (per hour)

Mechanic - \$17.61 (per hour)

Baggage Belt Maintainer - \$11.72 (per hour)

Supervisor - \$27.00 (per hour)

Minimum Annual Salary:

Manager - \$65,726 per year

General Site Manager - \$74,897 per year

- D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Minimum Hourly & Annual Salary for all the above noted employees, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee Wages/Salary higher than the Minimum Wage/Salary hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Wage/Salary per job title, set forth above, allows the Contractor to pay or provide some of its employees Wages/Salary that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.
- F. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the

paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

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

For records related to Wages and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

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

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

- H. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract.
- I. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages set forth herein (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's employees who have not been paid the proper wages (or to the Port Authority for retention

by the Port Authority until such time as the Contractor's employees are paid), or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

- J. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment(s) due to the Contractor under this Contract.
- K. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

#### **1) Health Benefits for Full-Time Employees**

##### **A. Definition:**

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

- B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

- 1) Health benefits shall be provided to Employees and their families.

- 2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:
  - i. up to and including family coverage, as applicable
  - ii. inpatient hospital services
  - iii. outpatient surgical facility
  - iv. emergency room services
  - v. prenatal services
  - vi. well visits/immunizations/routine visits for illness
  - vii. prescription drug benefit
- 3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees, furnish health benefits:
  - The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
  - The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
  - The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
- 5) Health Benefits shall be provided to Full Time Employees and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

## 2) Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to his or her workmen, laborers, carpenters, mechanics, welders and electricians (Class A) (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 as determined by the Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the State of New Jersey, County of Essex and County of Union for the locality and for the period of time the work is performed. The provisions of this clause are inserted in this Contract for the benefit of such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) less than the rates of wages and supplements above described, such workmen, 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) for the minimum hereinbefore described.

ATTACHMENT B

# MCS Electrical Contractors, Inc.

1433 Route 34 South, Bldg. B, Farmingdale, NJ 07727, NJ Electrical Lic. #8628

Phone: (866)-343-5197 Fax: 732-751-135 Email: info@mcs-automation.com

December 13, 2010

Mr. Richard A. Grehl  
The Port Authority of New York & New Jersey  
One Madison Avenue - 7<sup>th</sup> Floor  
New York, NY 10010

Subject: Bid Number 23230: Operate and Maintain 18 Baggage Belt Conveyor Systems and  
Associated Carousels at Newark Liberty International Airport

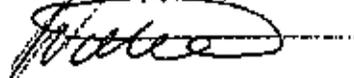
Dear Mr. Grehl:

Attached to this letter is our proposal entitled "MCS Service Proposal Port Authority of New York & New Jersey Newark Liberty International Airport (EWR) Terminal B Baggage Conveyor System Maintenance Diagnostic System (MDS) Proposal" dated December 13, 2010 to provide support services for a contract expected to be released as a result of Bid Number 23230.

We agree that the Port Authority of New York & New Jersey and the bidder whose bid is accepted for the contract shall be the beneficiaries of this agreement and shall have a direct right of action against us in the event of a breach.

Our offer to sell shall be irrevocable for a period of 180 days after opening of the bids for Bid Number 23230.

Respectfully yours,



Joe Vaiente  
President  
MCS Automation  
MCS Electrical Contracting, Inc.

# **MCS Service Proposal**

**Port Authority of New York & New Jersey  
Newark Liberty International Airport (EWR)**

**Terminal B**

**Baggage Conveyor System**

## **Maintenance Diagnostic System (MDS) Proposal**

**Date: December 13, 2010**

**A comprehensive proposal detailing our intended scope and pricing in our alliance with PANYNJ.**

# MCS Service Proposal

## Maintenance Diagnostic System Proposal

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### System Description

The EWR Terminal B BHS MDS System is a terminal wide Maintenance Diagnostics Computer System that was installed in 2008 as part of PANYNJ Contract Number EWR-254.002. This project involved the installation and commissioning of 11 new Inline Baggage Screening Machines throughout the terminal.

Along with the Baggage System, the MDS System was installed in the Terminal B Control Room and is the central monitoring and diagnostics tool used by Maintenance Personnel to ensure the proper operation of the BHS Systems installed under that contract. Aside from being an important diagnostic/reporting tool for the Maintenance Staff, the MDS also serves as a critical reporting tool necessary to meet the mandatory daily reporting needs of the Local TSA in their effort to monitor and report on the daily operation of the CBIS.

Therefore, the availability and proper operation of the MDS System is a CRITICAL part of the successful operation of the Terminal B Baggage Handling Systems. To keep the entire system operating smoothly it is necessary for personnel, which are fully qualified technicians, to perform the diagnostics and regular detailed maintenance required on the system of this scale and complexity.

The Terminal B MDS Computer System is comprised of the following computer/server components:

- Two Rack mounted Servers operating in a redundant configuration, each running the following custom configured software:
  - Microsoft Windows Server 2003 R2
  - Microsoft SQL Server 2005
  - Microsoft Internet Information Services
  - Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct Driver Suite
  - Iconics DataWorx32 9.13 Redundant
  - Iconics AlarmWorx32 9.13 Redundant
  - Iconics AlarmWorxLogger32 9.13 Redundant
  - Iconics ReportWorx32 Standard 9.13
  - Iconics WebHMI Server
  - Microsoft Office Excel 2007 (Required for ReportWorx32)

# MCS Service Proposal

- Two Workstations in a Quad Monitor configuration, each running the following custom configured software:
  - o Microsoft Windows XP SP2
  - o Iconics Genesis32 9.13 Redundant
  - o Iconics Genesis32 VBA Scripting Environment
  - o CLI ThinClient Manager
  
- Twelve Panel Mounted ThinClient Computers with attached 19" Touchscreen monitors, each running the following software:
  - o Microsoft Windows XP Embedded
  - o Microsoft Internet Explorer
  
- One HP MediaVault Backup File Server with dual hard drives in a Raid 1 configuration.

The MDS System was developed using the stated software programs/platforms, however it was designed and built specifically to fit the needs of the project using the Iconics GraphWorx32

- Development Platform. As such, it is a highly customized set of proprietary applications built using a combination of standard available GraphWorx32 customization features and a high degree of custom API (application programming interface) scripting and programming.

To connect the MDS Computer System to the PLCs from which it collects and analyzes its data, a Terminal Wide Redundant, Fiber-Optic Ethernet Network was installed. The Ethernet Network connects the Control Room Servers to the Ethernet Adapters of the ten PLCs located throughout the terminal. The backbone of the network is a series of Redundant Managed Ethernet Switches, located throughout the terminal and configured to use X-Ring Redundancy.

To keep the MDS Hardware and Software functioning optimally it will be necessary for fully qualified personnel with a proven, deep understanding of ALL of the stated Hardware Platforms and Software Programs/Packages to perform routine maintenance on the system. The following qualifications outline the specific product/industry knowledge that would be require of an MDS Technician.

# MCS Service Proposal

## *Required Qualifications of MDS Technician(s)*

### **Software**

- **Microsoft SQL Server Database**
  - Have in depth knowledge of structure and operational needs of relational databases.
  - Ability to run Archiving, Re-indexing, and other maintenance routines on the SQL Server databases
  - Ability to understand, write, and maintain SQL Queries, Triggers, and Stored Procedures.
  
- **OPC Servers**
  - Have in depth understanding of OLE for Process Control (OPC).
  - *Manage and expand OPC Tag Databases.*
  
- **Allen-Bradley ControlLogix Programmable Logic Controllers**
  - Fully versed in RSLogix 5000 programming language.
  - Complete knowledge of Logix family PLC I/O structure.
  - Experience implementing and troubleshooting solutions built using the Logix family EtherNet/IP communication cards using CIP.
  - Experience implementing and troubleshooting solutions built using ControlNet Communications hardware and software protocols.
  - Full understanding of Logix family PLC Tag based I/O.
  - Full understanding of RSLogix Modular programming techniques.
  - Familiar with "User Defined Type" (UDTs) Data types and their uses.
  
- **Industrial Networking Skills**
  - General Experience troubleshooting Ethernet Networks containing Fiber Optics.
  - Experience Configuring and Troubleshooting Managed Switches
  - Experience troubleshooting of advanced network topologies using features such as X-Ring Redundancy, IGMP Snooping, Port Trunking, and VLANs.
  - Thorough understanding of the Ethernet/IP stack and the CIP protocol.

# MCS Service Proposal

- **ICONICS Genesis32 Graphical Interface Program and components**
  - Training and Experience developing and troubleshooting solutions built in the Iconics Genesis32 Development Platform. Experience with the GraphWorx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32 is necessary.
  - Diagnose and solve problems with system Graphics Screens.
  - Diagnose and solve problems with system Data manager (DataWorx), Alarm Manager (AlarmWorx) and Alarm Logger (AlarmWorxLogger).
  - Experience developing and troubleshooting reports using ReportWorx32.
  - Proficient in Visual Basic for Applications (VBA) and able to diagnose and solve problems with any of the various custom VBA scripts embedded in the MDS software application.
  - Full understanding of the relationship and dependencies of a HMI program, PLC program & Computer system network environment.

## **Hardware**

- **Computers**
  - Ability to administer, maintain and troubleshoot servers in a redundant environment.
  - Ability to Administer and troubleshoot an Active Directory Cluster.
  - Experience Administering Windows Group Policies.
  - Ability to Administer, maintain and troubleshoot Workstations in a redundant environment.
  - Ability to change out computer hardware and rebuild software environment to match original configuration.
- **Allen-Bradley & Legacy KOYO Programmable Logic Controllers.**
  - Ability to diagnose problems with I/O hardware, isolate & repair.
  - Ability to diagnose problems with communication hardware, isolate & repair.
- **Miscellaneous Hardware Components**
  - Working knowledge of Thin Client hardware, HMIWeb interface and Touchscreen monitors in a Network environment.
  - Working knowledge of EtherNet to Serial Converters in an EtherNet/IP Network environment.
  - Familiarity with large format LED displays and Serial Label Printers.
  - Complete working knowledge of Redundant Managed EtherNet Switches and Redundant Ring applications.
  - Working knowledge of EtherNet communications over CAT6 & Single Mode Fiber Optic Networks.

# MCS Service Proposal

## **Baggage Screening System**

- GE CTX Machines
  - Working knowledge of CTX machine operation from an integration standpoint.
  - Experience with FDR Reports generated by CTX equipment and how this data relates to the MDS processes and Maintenance/TSA Procedures.
  - Familiarity with TSA PTRI & TRI computer functions (Image Decisions & Image Display)
- Baggage Tracking System
  - Working knowledge of how baggage is to be handled at insertion points and the effects of "Bag Hygiene" on tracking system efficiencies.
  - Familiarity with Photoeyes and Pulse Generators (Encoders) and their functionality and purpose within the Tracking Zones.

## **Typical Tasks which may be required to be performed by MDS Technician**

- Including but not limited to:
  - 1) Generate and Store Exports of the Kepware, DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.
  - 2) Check for free Server disk drive space and manage disk drive accordingly.
  - 3) Run complete Backups and Virus Scans on each of the two Servers disks.
  - 4) Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.
  - 5) Simulate Server failover to verify Server Redundancy operation.
  - 6) Ensure Reports are operational and available to be run by operators.
  - 7) Run Complete Backups and Virus Scans on each of the two Workstations.
  - 8) Check for free Workstation disk drive space and manage disk drive accordingly.
  - 9) Archive old Reports.
  - 10) Ensure PLC code integrity is maintained in each PLC. *Note: PLC code cannot be modified in any way without authorization of PANYNJ project manager.*
  - 11) Ensure both Primary and Secondary PLCs are functional.
  - 12) Review Daily Operational Logs, review any noted system issues with Maintenance Staff.
  - 13) Analyze collected data to reconcile differences in data reported by TSA/CTX system and MDS in the event of a discrepancy or unexpected event.
  - 14) Be responsive to requests for assistance by maintenance personnel in troubleshooting problems with all electrical elements of the Outbound Baggage Conveyor Systems.

# MCS Service Proposal

## Proposal Detail

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*To Furnish Maintenance Services for Terminal B Inline Baggage Screening Conveyors Maintenance Diagnostic System (MDS).*

MCS Automation proposes to furnish the services outlined above subject to the below listed qualifications:

**1) Term of Proposal**

This proposal provides for furnishing the technical support necessary to maintain the MDS hardware and software in operational condition as described above.

The proposed term of the agreement is for three years with an option to extend the agreement for an additional three years. The price of an extension to an existing agreement shall increase by One and One Half Percent (1.5 %) for each of the subsequent three option years. All purchased materials and equipment (ICONICS/Genesis SupportWorx License Maintenance Agreement and/or replacement parts) will be priced at their current cost at the time of purchase.

**2) Software Maintenance License**

Under this proposal MCS will purchase, for the PANYNJ, the Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for each of the three (3) years covered by this proposal. (See page 9 for the cost associated with license procurement)

ICONICS software packages that require SupportWorx License Maintenance Agreement are Graphworx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32.

**3) System Maintenance**

Routine administrative maintenance chores will be performed on-site on a monthly basis at scheduled intervals. See "Routine Scheduled Tasks" on page 10.

It is not the intent of this proposal to provide a full time technician on site at any time.

**4) Service Availability**

It may be required that an experienced MDS Technician be available for emergency or pre-arranged service calls (Billable at the hourly rates detailed herein). In these events, MCS

# MCS Service Proposal

Automation WILL have a Technician available onsite within 4 hours of notification to provide support/assistance, in the diagnosis, repair and/or replacement of malfunctioning equipment.

Such on site, Remote Telephone or Computer Service is outside the scope of this proposal but shall be made available subject to the attached hourly service rates. See "Service Rates" on page 11.

## 5) Replacement Parts

Replacement parts are not included in the base proposal but a list of critical spare parts for the Maintenance Diagnostic System is provided as an option. This list represents those essential pre-configured & tested items we feel are necessary to have on site, in case of a catastrophic failure. See "Spare Parts" on page 12.

## 6) Documentation and Escrow

6.1) During the term of this proposal MCS will assemble all Application Configuration Files, database scripts, etc. that would be necessary to reconstruct the MDS System, should the need arise. In addition, all of the PLC System(s) code files would be provided as well as the installation media for the necessary application, server, and development Software, to include:

- Microsoft SQL Server 2005
- Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct Driver Suite
- Iconics DataWorx32 9.13 Redundant
- Iconics AlarmWorx32 9.13 Redundant
- Iconics AlarmWorxLogger32 9.13 Redundant
- Iconics ReportWorx32 Standard 9.13
- Iconics WebHMI Server 9.13
- Iconics Graphworx32 9.13
- Microsoft Office Excel 2007 (Required for ReportWorx32)
- Rockwell RSLogix5000 Professional

All software elements will be provided for PANYNJ to Escrow.

6.2) MCS will compile a set of PDF documents consisting of all BHS & MDS related drawings, spare parts list, operating instructions, Network Configuration files, and Hardware manuals.

Under the terms of this proposal MCS may be requested to assist in the solution of system malfunctions involving other areas of the Baggage Handling System such as Network Switches,

MCS Automation Division of MCS Electrical Contracting, Inc. 1433 Route 34 South Farmingdale, New Jersey 07727  
Phone: (732)-345-4628 Fax: 732-751-0135 Email: info@mcs-automation.com

# MCS Service Proposal

PLC components, Variable Frequency Drives etc. Therefore It would be useful for MCS to be provided with a complete listing of the type and quantities of all existing electrical component spare parts and their location,

## Pricing

**On-Site Monthly Maintenance for Three Year Period**

*Fifty Thousand Four Hundred Dollars* ..... \$ 50,400.00

*To be invoiced each month for 36 months pro-rated at \$1,400.00 per month, NET 30 Days.*

**One Time Charge for Escrow Documentation Package**

*Thirty One Thousand Two Hundred Fifty Dollars*..... \$ 31,250.00

**Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for three Year Period:**

*Thirty Two Thousand Seven Hundred Eighty Six Dollars*..... \$ 32,784.00

*To be invoiced annually at a rate of \$10,928 per year, NET 30 Days.*

**Total Price for Maintenance, Escrow Package and SupportWorx Licensing:**

*One Hundred Fourteen Thousand Four Hundred Thirty Four Dollars*..... \$ 114,434.00

The above pricing would cover scheduled maintenance visits and software support licensing as defined previously in this proposal. For unscheduled service or repair calls the cost would be as described in "Service Rates". All replacement parts, when requested will be furnished by MCS on a cost plus basis unless the spare parts option is purchased. See "Spare Parts" on page 12.

Compilation of the Escrow Package would begin subsequent to the acceptance and execution of this proposal and the receipt of a binding purchase order.

# MCS Service Proposal

## Routine Scheduled Tasks

| Task   | Monthly | Quarterly |
|--|---------|-----------|
| Generate and Store Exports of the Kepware, DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.                               |         | X         |
| Check for free Server disk drive space and manage disk drive accordingly.  | X       |           |
| Run complete Backups and Virus Scans on each of the two Servers disks. (Note: All Server data is backed up daily to local Raid One NAS drive located in Server Rack) |         | X         |
| Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.                          | X       |           |
| Simulate Server fallover to verify Server Redundancy operation.  | X       |           |
| Ensure Reports are operational and available to be run by operators.   | X       |           |
| Run Complete Backups and Virus Scans on each of the two Workstations.  |         | X         |
| Check for free Workstation disk drive space and manage disk drive accordingly.   | X       |           |
| Archive old Reports.   |         | X         |
| Ensure PLC code integrity is maintained in each PLC. Note: PLC code <del>cannot be modified</del> in any way without authorization of PANYNJ project manager.        | X       |           |
| Ensure both Primary and Secondary PLCs are functional.   | X       |           |
| Review Daily Operational Logs, review any noted system issues with Maintenance Staff.  | X       |           |

# MCS Service Proposal

## Service Rates

| <b>On Site Engineering Support</b>  |            |           |                    |  |
|---|------------|-----------|--------------------|--|
|   | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM – 3:30 PM<br>Overtime – Sat & Weekdays After 3:30 PM |
|   | \$ 125.00  | \$ 187.50 | \$ 250.00          | + mileage, tolls & parking   |
| <p>In the event that the PANYNJ Conveyor Maintenance Contractor requests MCS assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. For example work related to: Diagnosis or repair to the CAT6, ControlNet or Fiber Optic Communication System including any of the network switches, PLC communication cards; VFDs replacement, setup and/or configuration; Problems with interfaces with the CTX Machines, High Speed Diverters or Vertical Sorters. For unscheduled service or repair calls the cost would be hourly rates above with a four (4) hour minimum plus expenses.</p> |            |           |                    |  |
| <b>On Site Electrical Support</b>   |            |           |                    |  |
|   | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM – 3:30 PM<br>Overtime – Sat & Weekdays After 3:30 PM |
| Foreman   | \$ 120.29  | \$ 180.44 | \$ 240.59          | + mileage, tolls & parking   |
| Journeyman  | \$ 105.52  | \$ 158.28 | \$ 211.04          | + mileage, tolls & parking   |
| General Foreman   | \$ 126.55  | \$ 189.83 | \$ 253.11          | + mileage, tolls & parking   |
| <p>In the event that MCS is requested to provide IBEW electricians to perform electrical repairs or modifications the above rates will prevail. Rates are valid thru 5/31/2011 and are expected to increase by 3% per year thereafter. For unscheduled service or repair calls involving IBEW electricians the cost would be hourly rates above with a four (4) hour minimum plus expenses. For calls outside of normal 7:00 AM to 3:30 PM working hours exceeding 4 hours but less than 8 hours will be billed at a minimum of 8 hours. Physical repairs to the Fiber Optic cabling system would fall under the scope of IBEW electricians.</p>  |            |           |                    |  |
| <b>Off Site Remote Phone or Computer Support</b>  |            |           |                    |  |
|   | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM – 3:30 PM<br>Overtime – Sat & Weekdays After 3:30 PM |
|   | \$ 125.00  | \$ 187.50 | \$ 250.00          |  |
| <p>Should the PANYNJ Conveyor Maintenance Contractor contact MCS requesting phone assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. Phone service charges will be subjected to a 15 minute minimum.</p>  |            |           |                    |  |

# MCS Service Proposal

## *Spare Parts List*

|                     |                     |                              |
|---------------------|---------------------|------------------------------|
| Hewlett-Packard     | Printer             | LaserJet P2015               |
| Hewlett-Packard     | Printer Cartridge   | Q7553X                       |
| Hewlett-Packard     | Backup Drive        | Media Vault or equal         |
| Western Digital     | Hard Drive          | 500 GB ATA Drive             |
| PARA Systems        | Server UPS          | MinuteMan E3000RMT2U         |
| Panasonic           | Server UPS Battery  | LC-R129                      |
| NETGEAR             | Rack Network Switch | FS728TS                      |
| Dell                | Server              | PowerEdge 2950 or Equivalent |
| Dell                | Work Station        | Precision 690 or Equivalent  |
| SHARP               | 52" LCD Monitor     | LC-52D62U                    |
| Rackmount Solutions | KVM Monitor         | RK-P17                       |

### *Quote for Spare Parts*

Package price to provide all listed spare parts with server and workstation computers pre-loaded with application software and tested at MCS facility.

**Twenty Three Thousand Three Hundred Seventy Five Dollars ..... \$23,375.00**

Once purchased, configured and tested all parts will be delivered to EWR and stored in location directed by PANYNJ.

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

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

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

- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

#### **21. Approval of Methods**

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

#### **22. Safety and Cleanliness**

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

#### **23. Accident Reports**

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

#### **24. Trash Removal**

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

#### **25. Lost and Found Property**

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

#### **26. Property of the Contractor**

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

#### **27. Modification of Contract**

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

#### **28. Invalid Clauses**

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

#### **29. Approval of Materials, Supplies and Equipment**

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

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List - Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate

product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

### **30. Intellectual Property**

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

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

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

### **31. Contract Records and Documents – Passwords and Codes**

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

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

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook;
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;

### **32. Designated Secure Areas**

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

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

### **33. Notification of Security Requirements**

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

▪ **Audits for Compliance with Security Requirements**

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

**34. Construction In Progress**

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

**35. Permit-Required Confined Space Work**

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

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

**36. Signs**

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

**37. Vending Machines, Food Preparation**

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

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

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

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

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

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

**39. Time is of the Essence**

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

**40. Holidays**

The following holidays will be observed at the Site:

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

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

**41. Personnel Standards**

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

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

**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

PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010

January 24, 2011

## ADDENDUM #1

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 27, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

1. See attached Attendance Sheet – Facility Inspection dated January 19, 2011.

2. PROPOSER QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions:

Q1. Is the price firm for the base period (first 3 years) or does the escalator defined in the bid apply to years 2, 3 and the option years?

A1. Firm pricing per year is required for the base period. CPI adjustment as defined in Part III, "Price Adjustment" will apply for the option period.

Q2. Can the Authority provide a current blank invoice for the purposes of trying to understand the billing/receiving process including frequency?

A2. Please review Part III, section 3, "Payment".

Q3. What has been the annual "Extra Work" or "Non Routine" work assigned to the current contractor and the annual billable amounts?

A3. 2010 Extra Work was approximately \$150,000.00 and for Non-Routine hours approximately 104.

Q4. If awarded the contract, can the Contractor have access to the current employees 30 days in advance of the start date to ensure a smooth transition?

A4. The Authority will endeavor to facilitate a smooth transition.

Q5. Who will the Contractor report to? The General Manager at EWR or other management within the Authority?

A5. The Contractor will report to the Authority's Contract Administrator at EWR.

Q6. Are the current employees represented by a union? If so, who represents them?

A6. To the best of the Authority's knowledge, the current employees are not represented by a union.

Q7. Please provide a detailed list of the current spare parts inventory?

A7. See attached Exhibit A to this Addendum.

Q8. What is the award date and notification to proceed date?

A8. The award date is estimated to be late March 2011 with an expected date of commencement of Contract on or about May 1, 2011.

Q9. What liquidated damages and how much have been assessed to the current contractor?

A9. Generally, liquidated damages are assessed due to employees not being on post or arrive late. An annual figure is not available.

Q10. Does the Authority pay for the MCS Electrical Contractors Inc.'s (MCS) contract separately or does the Contractor pay MCS for its work?

A10. The Contractor pays for MCS's costs as part of Part IV, Pricing Sheets, Cost for Specialized Software and Hardware Support for TSA Security Tracking System And For Any Modification And/Or Recertification.

Q11. Is there an existing CMMS at EWR, if so, what is the make, model and software version? Will it be available to the new Contractor?

A11. Yes, there is a CMMS system that the Contractor currently uses. It was installed about 6 months ago and is still being finalized. The data on the CMMS system will be available to the replacement Contractor. The Contractor will have to decide if it will keep the same service provider or transfer the data to another CMMS system.

Q12. What is included in the Contractor's General Manager office?

A12. The Authority provides a space that can be furnished and maintained by the Contractor.

Q13. Is the PANYNJ sales tax exempt? Can we use that status when purchasing material to be used under this contract?

A13. Yes.

Q14. Please describe the bid evaluation process and/or award criteria.

A14. The lowest responsive and responsible total estimated contract price for the three (3) year base term will be recommended for award.

Q15. Will questions and answers from all interested parties be posted?

A15. Yes.

Q16. In the Pricing Sheets, how are overtime rates addressed?

A16. No overtime rates are billable under this Contract.

Q17. Please confirm that the system availability is currently at 99%.

A17. It is confirmed at 99%.

Q18. Please confirm all major tools and equipment owned by the Port Authority and available for use by the Contractor. Also, confirm availability of man lifts for use by the Contractor.

A18. The only major tools and equipment owned by the Port Authority and that will be made available for use by the Contractor is noted in Exhibit B attached to this Addendum. In Part V, Specifications, item E, Inspection of Tools, Equipment, Man-Lifts, Forklifts, page 33, it is expected the Contractor will provide its own lift when needed.

Q19. How much vacation and sick time do the current employees get on a per person basis? A19. This information is not available.

Q20. What specific position gets a shift differential if any?

A20. There are no shift differentials.

Q21. What is the current employee's seniority list?

A21. A seniority list is not available.

Q22. Is the Contractor required to grandfather the incumbent employees?

A22. See Part II, Contract Specific Information for Bidders, item 12, Bidder's Additional Submittal Requirements, first sentence, "Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce."

Q23. In Part II – Attachment A – Current Wages Contract # 4600003890, the Invitation for Bid (IFB) outlines (for informational purposes only) the current payroll records of employees assigned to the current contract. However, in Part V, page 35, item C, the IFB lists Minimum Hourly Wage: for Systems Engineer, Mechanic, Baggage Belt Maintainer, Supervisor, Manager and General Site Manager of which some are different from Attachment A. Please advise which wage schedule takes precedence?

A23. Attachment A was generated by the incumbent contractor and is provided for informational purposes only. The job titles noted in the wage schedule noted in Part V, page 35, item C and Part IV, Price Sheets take precedence.

Q24. Are there any current warranties outstanding on any of the 18 Baggage Handling Systems covered in the IFB?

A24. There are no current warranties.

Q25. Could the Port Authority provide the vendors with an asset list of the 18 Baggage Handling Systems that is part of the IFB?

A25. Information is not available.

Q26. Please identify the Baggage Handling Systems manufacture for the 18 systems?

A26. Legacy, Siemens, and others.

Q27. How old are the Baggage Handling Systems?

A27. From 20+ years to 3 years old.

Q28. What equipment will remain available to any new Contractor?

A28. The computer work stations for the CMMS system.

Q29. What is the dollar value of the materials on site?

A29. Approximately \$300,000.00.

Q30. What are the Port Authority's goals and objectives of this procurement?

A30. Award a Contract based on the lowest bid from a responsive and responsible Bidder.

Q31. In Part V – Specifications, item VI, Systems Engineer Responsibilities, page 13, it discusses the roles and responsibilities of the engineer, however in Part II, Attachment A there are no Systems Engineers listed. Please clarify.

A31. The equivalent job title to a Systems Engineer on Attachment A is Mechanic/Electric PLC.

Q32. In Part 1, Standard Information for Bidders, item 1, Form and Submission of Bid, first sentence, "The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders." Does this mean the entire Invitation for Bid should be returned?

A32. Yes.

Q33. What is the cost of employee SIDA badging, initial, including fingerprinting and threat assessment?

A33. \$30.00.

Q34. What is the cost of employee SIDA badging renewal?

A34. No Fee.

Q35. What is the cost of employee parking, and does it include transportation from the parking lot to the terminal?

A35. There are different options for parking around the airport for employees. One is Frontage Rd. operated off airport and used by the current contractor Oxford with a bus to the terminals. On the airport, employees can use Lot F with buses to the terminals; cost for parking is approximately \$100.00 per month per vehicle and bus transportation is approximately \$50.00 per month per person and would be the responsibility of the employee.

Q36. What is the cost of AOA permits for ramp vehicles? Must all vehicles be permitted, e.g., forklift, scissor lift, golf carts, or just vehicles licensed for use on public roadways?

A36. All vehicles on the AOA must contain a special Port Authority (PONY) plate. This is obtained by contacting the Port Authority Police in Bldg. 1 – Administration

Q37. What CMMS is currently used by the incumbent contractor?

A37. The current CMMS system is from WEBTMA.

Q38. What is the average daily baggage volume through the outbound systems? Peak volume?

A38. Average outbound ranges from 4,000 – 7,000 pieces. Peak volume information is not available.

Q39. Part V, XVI, Materials, Supplies and Equipment, paragraph C, page 32: What is the historical annual expenditure for Minor Parts and Major Parts?

A39. These are new provisions in this contract and no data is available.

Q40. Part III, item 1, General Agreement, first sentence includes the term "all other things". Please clarify.

A40. Whatever is necessary to keep the Baggage Handling System running properly and safely as well as all other associated equipment described in the Contract.

Q41. Part V, Specifications, XV, Vehicle Requirements, page 31, last paragraph: Is there a fee for the Aeronautical Driving Course approval card?

A41. There is no fee for this three (3) hour course to complete.

Q42. In regards to Part V, XVII, Wages and Supplemental Benefits, paragraph A, subparagraph 3, first sentence: Are birthdays considered a holiday and will the Contractor be required to give that day off to the employee?

A42. Birthdays would be considered part of Supplemental Benefits and should be included as a cost to the Contractor.

Q43. In regards to Part V, XVII, Wages and Supplemental Benefits, item 2, Prevailing Wages, page 38: Please clarify the difference between Prevailing wages and those Minimum Hourly Wages noted in Part V, page 35.

A43. For those labor categories listed in Part IV, Price Sheets, the Minimum Hourly Wages shall be those as noted in Part V, page 35. For all other labor categories that are requested to perform a service under this Contract they are to be provided at least the prevailing rate of wage and supplements as more fully defined in Part V, item 2, page 38-39.

Q44. In the Standard Contract Terms and Conditions, Article 35, Permit-Required Confined Space Work, page 20 of 28: Is there any specific space that the section is referring to, and where is it located?

A44. The definition of defined space is as per OSHA standards (29 CFR 1910). This can include areas where retrieving an employee will be difficult (not impossible) from areas where the Baggage Handling System is suspended from the ceiling and traveling through tight spaces.

Q45. In the IFB, it states two different counties for prevailing wage. Does the prevailing wage for those counties apply to the terminal depending on which county the work is performed?

A45. That is correct. Terminal A is in Essex County and Terminal B is in Union County.

Q46. What were the 2010 total billings by the current contractor?

A46. Approximately \$4.1 million.

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

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Line Facility Services, LLC

INITIALED: TJH

DATE: January 26, 2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**January 26, 2011**

**ADDENDUM #3**

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 28, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

**The following changes/modifications are hereby made in the documents:**

1. The Bid Due Date has been extended from January 27, 2011 to January 28, 2011, same time 11:00 AM.

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

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Line Facility Services, LLC

INITIALED: TJH

DATE: JANUARY 27, 2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).



# OXFORD®

## AIRPORT TECHNICAL SERVICES

474 Meacham Avenue, Elmont, NY 11003 Ph (516) 326-6262 Fax (516) 327-6051

Mr. Richard A. Grehl  
The Port Authority of NY & NJ  
Procurement Department  
One Madison Avenue, 7<sup>th</sup> FL.  
New York, NY 10010

Re: BID NO.: 23230 Operation and Maintenance of the Baggage Belt Conveyor Systems and associated Carousels at Newark Liberty International Airport, Newark NJ.

Dear Mr. Grehl:

As the incumbent provider of the operation and maintenance services for the Baggage Belt Conveyor Systems at Newark Liberty International Airport for the last 22 years, Oxford is enthusiastic about the opportunity to once again serve the Port Authority of NY & NJ for an additional three years.

Oxford's three decades of success, and our ability to provide the Port Authority of NY & NJ with quality, cost-effective operation and maintenance services for the Baggage Handling System in EWR, is directly attributable to the quality and experience of our customer-oriented management and our service-oriented staff.

In 1976 - 35 years ago - Oxford Airport Technical Services (Oxford) was founded by our current company President, Anthony Dalia, to help airports and commercial airlines meet the specialized maintenance, operation, engineering, and troubleshooting needs of their baggage handling systems, passenger boarding bridges and ground support equipment. Today Oxford employs over 280 technical, managerial, and administrative professionals throughout the U.S., and provides GSE-related services at over 25 airports nationwide.

Oxford has a long history of building lasting relationships and partnerships with airport authorities and airlines across the nation to ensure the safe and dependable operation of their ground support equipment. Through these relationships we have built a reputation for reliability, innovation, quality, and safety -- a reputation based on mutual respect and trust. Our high level of customer satisfaction is evidenced by the large number of major airport authorities and carriers that choose us repeatedly to provide their contracted and emergency operation and maintenance services.

We offer a wide range of services. These include preventative maintenance programs, corrective maintenance, emergency maintenance, and fixed-price contracts for the operation and maintenance of baggage handling systems (BHS), passenger loading bridge systems (PBB), pre-conditioned air (PC AIR), ground support equipment (GSE) and 400 HZ ground power units (GPU). Other equipment-related services Oxford offers our customers include: equipment rehabilitation, installation, relocation, and removal.



BID NO.: 23230

THE PORT AUTHORITY  
OF NEW YORK & NEW JERSEY

Oxford also has a fully-staffed Engineering Department with licensed Mechanical and Electrical Engineers to address equipment and system issues beyond normal maintenance and operation. We have the ability to evaluate, conceptualize, and integrate a total system solution from engineering and installation to project management, controls engineering, software, and on-site consulting.

Our depth of industry experience is difficult to match and gives us an excellent understanding of the issues critical to the successful operation, maintenance, and management of assets – issues like maximizing equipment availability and longevity, security, safety, productivity, and on-time airline schedules.

To this end, all Oxford personnel are focused on the following mission:

**IN ADDRESSING THE REQUIREMENTS OF OUR CUSTOMERS' OPERATIONS,  
OUR FIRST PRIORITY IS THE PUNCTUAL ARRIVAL AND DEPARTURE  
SCHEDULE OF THE AIRLINE.**

The following pages contain additional information on Oxford's capabilities, qualifications and experience as a provider of quality airport ground support equipment services. I invite you to look over this information and contact me to discuss any questions you may have. For additional information please visit our website at [www.oxfordats.com](http://www.oxfordats.com)

Thank you for your interest in Oxford Airport Technical Services. We appreciate the opportunity to demonstrate the value we are able to provide to your organization.

Sincerely,

Keith Dalia  
Chief Operating Officer  
Oxford Airport Technical Services  
Phone: (516) 326-6262  
Email: [kdalia@oxfordats.com](mailto:kdalia@oxfordats.com)



#11- Specific Bidders Prerequisites- References and Experience

Newark Liberty International Airport (EWR) -- Terminals A & B

**Project Name** ..... PBB, BHS, & GSE Operation & Maintenance Services

**Location**..... Newark Liberty International Airport (EWR)  
Newark, NJ 07114

**Client**..... Port Authority of NY/NJ

**Total Contract Amount**..... \$5,900,000 annually

**Customer Reference**..... Genaro M. Pipitone

**Contract Duration**..... 22 years (on-going)

**Start Date** ..... 1989

**End Date** ..... Current contract expires 2011

**Client Contact Info**..... Genaro M. Pipitone  
General Maintenance Supervisor Contracts Division  
(973) 961-6075  
gpipitone@panynj.gov

Project Description

Summary

- ▶ Provide 24/7 operation services on Passenger Boarding Bridges
- ▶ Provide 24/7 preventative and corrective maintenance on Passenger Boarding Bridges (PBB), 400Hz Ground Power Units (GPU), Pre-conditioned Air (PCA) and Potable Water Cabinets
- ▶ Provide 24/7 maintenance and operation on the Baggage Handling Systems in Terminals A and B consisting of approximately 720 total sections (approx. 3 miles in length)
- ▶ Oxford currently employs a full staff of managers and maintenance craftsman to oversee operations at Terminals A and B at Newark Liberty Airport

Scope

Passenger boarding bridges...20

Pre-conditioned air units.....4

Ground power units (400 Hz).20

Potable water cabinets .....3

Baggage carousel systems.... 17

Vertical Sorters.....1

High Speed Diverters .....12

Flat plate carousels ..... 2

GE CTX 9000.....11

Hawaii Department of Transportation

Project Name ..... PBB, BHS, &amp; GSE Operation &amp; Maintenance Services

Client..... Hawaii Department of Transportation

**Locations**

- |   |   |                                |
|---|---|--------------------------------|
| 1) Hilo Int'l Airport (ITO)<br>Hilo, HA         | 3) Kahului Airport (OGG)<br>Kahului, HA | 5) Lihue, Airport<br>Lihue, HA |
| 2) Honolulu Int'l Airport (HNL)<br>Honolulu, HA | 4) Kona Int'l Airport (KOA)<br>Kona, HA |                                |

Total Contract Amount . \$2,600,000 annually

Customer Reference ..... Wesley Shiroma

Contract Duration..... 9 years (on-going)

Start Date ..... 2002

End Date..... Current contract expires 2012

Client Contact Info ..... Wesley Shiroma  
Airport Division Engineer  
(808) 838-8807  
wesley.r.shiroma@hawaii.gov**Project Description**Summary

- ▶ Developed maintenance program in conjunction with the State of Hawaii for all equipment listed in scope of work.
- ▶ Performed PBB evaluations and analysis to point out equipment deficiencies which allowed for the re-evaluation and modifications of the existing preventative maintenance program.
- ▶ Provide 24/7 preventative and corrective maintenance on Passenger Boarding Bridges (PBB) and 400Hz Ground Power units (GPU), Pre-Conditioned Air (PCA), Potable Water Cabinets, Baggage Handling System (BHS) and inbound carousels.
- ▶ Services performed at airports on each of the four Hawaiian Islands: Oahu, Maui, Lihue, Hilo, and Kona.

Scope

|  |     |
|--|-----|
| Passenger boarding bridges .....                 | 97  |
| Pre-conditioned air units .....                  | 97  |
| Ground power units (400 Hz) .....                | 40  |
| Potable water cabinets.....                      | 97  |
| Baggage carousel systems .....                   | 58  |
| Flat plate carousels.....                        | 19  |
| Pier Sortation conveyor systems (5 pushers)..... | 1   |
| Hanger doors.....                                | 119 |
| Fire doors.....                                  | 45  |

## JFK International Airport (JFK) – Terminal 5

**Project Name** ..... PBB, BHS, & GSE Operation & Maintenance Services  
**Locations** ..... JFK Intl Airport (JFK) – Terminals 5  
Queens, NY  
**Client** ..... jetBlue Airways  
**Total Contract Amount** ..... \$2,900,000 annually  
**Customer Reference** ..... Ted Walters  
**Contract Duration** ..... 4 years (on-going)  
**Start Date** ..... 2008  
**End Date** ..... Open-ended contract No fixed end date.  
**Client Contact Info** ..... Ted Walters  
Manager, JFK Facilities  
(718) 632-6326  
ted.walters@jetblue.com

**Project Description**Summary

- ▶ Developed maintenance program in conjunction with jetBlue Airways for all equipment listed in scope of work.
- ▶ Performed PBB & BHS equipment evaluations and analysis, previously at Terminal 6 then at the new Terminal 5, to point out equipment deficiencies which allowed for the re-evaluation and modifications of the existing preventative maintenance programs.
- ▶ Provide 24/7 preventative and corrective maintenance on Passenger Boarding Bridges (PBB), 400Hz Ground Power units (GPU), Pre-conditioned air (PCA), and Potable Water Cabinets.
- ▶ Provide 24/7 automated BHS operations management, preventative and corrective maintenance (approximately 2 miles in length).

Scope

Passenger Boarding Bridges ..... 26  
Ground Power Units (400Hz)..... 26  
Pre-conditioned Air Units ..... 26  
Potable water cabinets ..... 26  
Flat plate carousels (2 pushers). ..... 6  
Pier Sortation Conveyor System ..... 1  
Baggage carousel system ..... 1

Logan International Airport (BOS) – Terminal C

**Project Name** ..... PBB, BHS, & GSE Operation & Maintenance Services  
**Location** ..... Logan International Airport (BOS) – Terminal C  
Boston, MA  
**Client** ..... jetBlue Airways  
**Total Contract Amount** ..... \$867,000 annually  
**Customer Reference** ..... Peter McManus  
**Contract Duration** ..... 7 years (on-going)  
Start Date ..... 2004  
End Date ..... Open-ended contract. No fixed end date.  
**Client Contact Info** ..... Peter McManus  
Director of Facilities  
(646) 734-2124  
peter.mcmanus@jetblue.com

**Project Description**

Summary

- ▶ Developed maintenance program in conjunction with jetBlue Airways for all equipment listed in scope of work.
- ▶ Performed PBB & BHS equipment evaluations and analysis at Terminal C to point out equipment deficiencies which allowed for the re-evaluation and modifications of the existing preventative maintenance programs.
- ▶ Provide 24/7 preventative and corrective maintenance on Passenger Boarding Bridges (PBB), 400Hz Ground Power units (GPU), Pre-conditioned air (PCA), and Potable Water Cabinets.
- ▶ Provide 24/7 automated BHS operations management, preventative and corrective maintenance approximately 1 mile in length.

Scope

Passenger boarding bridges ..... 12  
Ground power units (400Hz) ..... 12  
Pre-conditioned air units ..... 12  
Potable water cabinets ..... 7  
Flat plate carousels ..... 1  
Pier sortation conveyor system (10 pushers) . 1  
Baggage carousel system ..... 2

## JFK International Airport (JFK) – Terminal One

**Project Name**..... PBB, BHS, & GSE Operation & Maintenance Services

**Location**..... JFK International Airport (JFK) – Terminal One  
Jamaica, NY 11430

**Client**..... Terminal One Group Association

**Total Contract Amount**.. \$2,000,000 annually

**Customer Reference**..... Edward Paquette

**Contract Duration**..... 13 years (on-going)

**Start Date**..... 1998

**End Date**..... Current contract expires 2012

**Client Contact Info**.....

|                              |                              |
|------------------------------|------------------------------|
| Edward Paquette              | Herb Sterbenz                |
| Executive Director           | Manager, Facilities          |
| (718) 751-1701               | (718) 751-1705               |
| epaquette@jfkterminalone.com | hsterbenz@jfkterminalone.com |

**Project Description**Summary

- ▶ Provide 24/7 preventative and corrective maintenance on Passenger Boarding Bridges (PBB), 400Hz Ground Power Units (GPU), Pre-conditioned Air (PCA), Aircraft Docking Systems and Potable Water Cabinets
- ▶ In-line BHS operation, repair, preventative, and corrective maintenance
- ▶ Automated BHS sortation software and hardware maintenance

Scope

Passenger boarding bridges..... 16

Ground power units (400Hz)..... 13

Pre-conditioned air units..... 13

Potable water cabinets... .. 11

Portable generators..... 2

Pier sortation conveyor system (22 pushers) . 1

Baggage carousel system..... 5

**Additional Experience**

The following table identifies all airport locations where Oxford is currently providing ongoing maintenance and operation services. Airports identified in **bold type** denote locations where Oxford maintains an office and a technical staff. Airports identified without bold type indicate locations serviced from one or more of the staffed locations. Currently, Oxford employs over 280 technical, managerial, and administrative professionals throughout the U.S., and provides BHS related services at over 25 airports nationwide.

| State                      | Airport                             | State                 | Airport                              |
|----------------------------|-------------------------------------|-----------------------|--------------------------------------|
| Arizona                    | <b>Phoenix Sky Harbor</b>           | New York              | Albany International                 |
|                            | Tucson International                |                       | Buffalo Niagara International        |
|                            | Daytona Beach International         |                       | <b>John F. Kennedy International</b> |
| Florida                    | <b>Ft. Lauderdale International</b> |                       | <b>LaGuardia International</b>       |
|                            | <b>Miami International</b>          |                       | <b>Long Island MacArthur Islip</b>   |
|                            | <b>Orlando International</b>        |                       | Rochester International              |
| Hawaii                     | Hilo International                  |                       | Stewart International                |
|                            | <b>Honolulu International</b>       |                       | Syracuse International               |
|                            | <b>Kahului International</b>        |                       | Westchester County (White Plains)    |
|                            | <b>Kona International</b>           |                       | Pennsylvania                         |
| <b>Lihue International</b> | Rhode Island                        | T.F. Green Providence |                                      |
| Massachusetts              | <b>Boston Logan Int'l.</b>          | Texas                 | San Antonio International            |
| New Hampshire              | Manchester International            |                       |                                      |
| New Jersey                 | Atlantic City International         |                       |                                      |
|                            | <b>Newark Liberty Int'l.</b>        |                       |                                      |

**12. Additional Submittal Requirements**

- A. Any employee who performed a similar role at a Facility under the current Port Authority contract will suffer no diminution in wage rate under this contract.
- B. Under the current contract Oxford provides all of its employees with the Health Benefit requirements as set forth in Section V, clause entitled "Wages, Health and Supplemental Benefits" and such benefits would continue to be provided within thirty (30) days of award. Oxford's current Health Benefits include:
  - Medical
  - Dental
  - Vision
  - Basic Life Insurance
  - Contributory Life Insurance
  - 401(k) Plan

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

January 26, 2011

**ADDENDUM #3**

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 28, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

**The following changes/modifications are hereby made in the documents:**

1. The Bid Due Date has been extended from January 27, 2011 to January 28, 2011, same time 11:00 AM.

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

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: Oxford Electronics / Oxford  
INITIALED: [Signature]  
DATE: 1/26/2011

Airport  
Technical  
Services

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**January 25, 2011**

**ADDENDUM #2**

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 27, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

**The following changes/modifications are hereby made in the documents:**

1. In Addendum #1 dated January 24, 2011, the response in A45 is deleted in its entirety and replaced with the following: "That is correct. Terminal A is in Union County and Terminal B is in Essex County."

**2. PROPOSER QUESTIONS AND ANSWERS**

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions:

Q1. Are radios for the Contractor provided by the Port Authority and maintained by the Contractor?

A1. Please see Part V, Specifications, I, Responsibilities of the Maintenance Contractor, paragraph T, page 5.

Q2. Will the Contractor be required to supply baggage tubs?

A2. No.

Q3. In Part V, Specifications, XVII, Wages and Supplemental Benefits, paragraph B, page 35, it states in the example, "At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007." Please confirm the employee will accrue and is in effect for current employees?

A3. Yes.

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

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME:

Oxford Airport Technical Services

INITIALED:

AS

DATE:

1/25/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**January 24, 2011**

**ADDENDUM #1**

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 27, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

**The following changes/modifications are hereby made in the documents:**

1. See attached Attendance Sheet – Facility Inspection dated January 19, 2011.

**2. PROPOSER QUESTIONS AND ANSWERS**

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions:

Q1. Is the price firm for the base period (first 3 years) or does the escalator defined in the bid apply to years 2, 3 and the option years?

A1. Firm pricing per year is required for the base period. CPI adjustment as defined in Part III, "Price Adjustment" will apply for the option period.

Q2. Can the Authority provide a current blank invoice for the purposes of trying to understand the billing/receiving process including frequency?

A2. Please review Part III, section 3, "Payment".

Q3. What has been the annual "Extra Work" or "Non Routine" work assigned to the current contractor and the annual billable amounts?

A3. 2010 Extra Work was approximately \$150,000.00 and for Non-Routine hours approximately 104.

Q4. If awarded the contract, can the Contractor have access to the current employees 30 days in advance of the start date to ensure a smooth transition?

A4. The Authority will endeavor to facilitate a smooth transition.

Q5. Who will the Contractor report to? The General Manager at EWR or other management within the Authority?

A5. The Contractor will report to the Authority's Contract Administrator at EWR.

Q6. Are the current employees represented by a union? If so, who represents them?

A6. To the best of the Authority's knowledge, the current employees are not represented by a union.

Q7. Please provide a detailed list of the current spare parts inventory?

A7. See attached Exhibit A to this Addendum.

Q8. What is the award date and notification to proceed date?

A8. The award date is estimated to be late March 2011 with an expected date of commencement of Contract on or about May 1, 2011.

Q9. What liquidated damages and how much have been assessed to the current contractor?

A9. Generally, liquidated damages are assessed due to employees not being on post or arrive late. An annual figure is not available.

Q10. Does the Authority pay for the MCS Electrical Contractors Inc.'s (MCS) contract separately or does the Contractor pay MCS for its work?

A10. The Contractor pays for MCS's costs as part of Part IV, Pricing Sheets, Cost for Specialized Software and Hardware Support for TSA Security Tracking System And For Any Modification And/Or Recertification.

Q11. Is there an existing CMMS at EWR, if so, what is the make, model and software version? Will it be available to the new Contractor?

A11. Yes, there is a CMMS system that the Contractor currently uses. It was installed about 6 months ago and is still being finalized. The data on the CMMS system will be available to the replacement Contractor. The Contractor will have to decide if it will keep the same service provider or transfer the data to another CMMS system.

Q12. What is included in the Contractor's General Manager office?

A12. The Authority provides a space that can be furnished and maintained by the Contractor.

Q13. Is the PANYNJ sales tax exempt? Can we use that status when purchasing material to be used under this contract?

A13. Yes.

Q14. Please describe the bid evaluation process and/or award criteria.

A14. The lowest responsive and responsible total estimated contract price for the three (3) year base term will be recommended for award.

Q15. Will questions and answers from all interested parties be posted?

A15. Yes.

Q16. In the Pricing Sheets, how are overtime rates addressed?

A16. No overtime rates are billable under this Contract.

Q17. Please confirm that the system availability is currently at 99%.

A17. It is confirmed at 99%.

Q18. Please confirm all major tools and equipment owned by the Port Authority and available for use by the Contractor. Also, confirm availability of man lifts for use by the Contractor.

A18. The only major tools and equipment owned by the Port Authority and that will be made available for use by the Contractor is noted in Exhibit B attached to this Addendum. In Part V, Specifications, item E, Inspection of Tools, Equipment, Man-Lifts, Forklifts, page 33, it is expected the Contractor will provide its own lift when needed.

Q19. How much vacation and sick time do the current employees get on a per person basis? A19. This information is not available.

Q20. What specific position gets a shift differential if any?

A20. There are no shift differentials.

Q21. What is the current employee's seniority list?

A21. A seniority list is not available.

Q22. Is the Contractor required to grandfather the incumbent employees?

A22. See Part II, Contract Specific Information for Bidders, item 12, Bidder's Additional Submittal Requirements, first sentence, "Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce."

Q23. In Part II - Attachment A - Current Wages Contract # 4600003890, the Invitation for Bid (IFB) outlines (for informational purposes only) the current payroll records of employees assigned to the current contract. However, in Part V, page 35, item C, the IFB lists Minimum Hourly Wage: for Systems Engineer, Mechanic, Baggage Belt Maintainer, Supervisor, Manager and General Site Manager of which some are different from Attachment A. Please advise which wage schedule takes precedence?

A23. Attachment A was generated by the incumbent contractor and is provided for informational purposes only. The job titles noted in the wage schedule noted in Part V, page 35, item C and Part IV, Price Sheets take precedence.

Q24. Are there any current warranties outstanding on any of the 18 Baggage Handling Systems covered in the IFB?

A24. There are no current warranties.

Q25. Could the Port Authority provide the vendors with an asset list of the 18 Baggage Handling Systems that is part of the IFB?

A25. Information is not available.

Q26. Please identify the Baggage Handling Systems manufacture for the 18 systems?

A26. Legacy, Siemens, and others.

Q27. How old are the Baggage Handling Systems?

A27. From 20+ years to 3 years old.

Q28. What equipment will remain available to any new Contractor?

A28. The computer work stations for the CMMS system.

Q29. What is the dollar value of the materials on site?

A29. Approximately \$300,000.00.

Q30. What are the Port Authority's goals and objectives of this procurement?

A30. Award a Contract based on the lowest bid from a responsive and responsible Bidder.

Q31. In Part V – Specifications, item VI, Systems Engineer Responsibilities, page 13, it discusses the roles and responsibilities of the engineer, however in Part II, Attachment A there are no Systems Engineers listed. Please clarify.

A31. The equivalent job title to a Systems Engineer on Attachment A is Mechanic/Electric PLC.

Q32. In Part I, Standard Information for Bidders, item 1, Form and Submission of Bid, first sentence, "The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders." Does this mean the entire Invitation for Bid should be returned?

A32. Yes.

Q33. What is the cost of employee SIDA badging, initial, including fingerprinting and threat assessment?

A33. \$30.00.

Q34. What is the cost of employee SIDA badging renewal?

A34. No Fee.

Q35. What is the cost of employee parking, and does it include transportation from the parking lot to the terminal?

A35. There are different options for parking around the airport for employees. One is Frontage Rd. operated off airport and used by the current contractor Oxford with a bus to the terminals. On the airport, employees can use Lot F with buses to the terminals; cost for parking is approximately \$100.00 per month per vehicle and bus transportation is approximately \$50.00 per month per person and would be the responsibility of the employee.

Q36. What is the cost of AOA permits for ramp vehicles? Must all vehicles be permitted, e.g., forklift, scissor lift, golf carts, or just vehicles licensed for use on public roadways?

A36. All vehicles on the AOA must contain a special Port Authority (PONY) plate. This is obtained by contacting the Port Authority Police in Bldg. 1 – Administration

Q37. What CMMS is currently used by the incumbent contractor?

A37. The current CMMS system is from WEBTMA.

Q38. What is the average daily baggage volume through the outbound systems? Peak volume?

A38. Average outbound ranges from 4,000 – 7,000 pieces. Peak volume information is not available.

Q39. Part V, XVI, Materials, Supplies and Equipment, paragraph C, page 32: What is the historical annual expenditure for Minor Parts and Major Parts?

A39. These are new provisions in this contract and no data is available.

Q40. Part III, item 1, General Agreement, first sentence includes the term "all other things". Please clarify.

A40. Whatever is necessary to keep the Baggage Handling System running properly and safely as well as all other associated equipment described in the Contract.

Q41. Part V, Specifications, XV, Vehicle Requirements, page 31, last paragraph: Is there a fee for the Aeronautical Driving Course approval card?

A41. There is no fee for this three (3) hour course to complete.

Q42. In regards to Part V, XVII, Wages and Supplemental Benefits, paragraph A, subparagraph 3, first sentence: Are birthdays considered a holiday and will the Contractor be required to give that day off to the employee?

A42. Birthdays would be considered part of Supplemental Benefits and should be included as a cost to the Contractor.

Q43. In regards to Part V, XVII, Wages and Supplemental Benefits, item 2, Prevailing Wages, page 38: Please clarify the difference between Prevailing wages and those Minimum Hourly Wages noted in Part V, page 35.

A43. For those labor categories listed in Part IV, Price Sheets, the Minimum Hourly Wages shall be those as noted in Part V, page 35. For all other labor categories that are requested to perform a service under this Contract they are to be provided at least the prevailing rate of wage and supplements as more fully defined in Part V, item 2, page 38-39.

Q44. In the Standard Contract Terms and Conditions, Article 35, Permit-Required Confined Space Work, page 20 of 28: Is there any specific space that the section is referring to, and where is it located?

A44. The definition of defined space is as per OSHA standards (29 CFR 1910). This can include areas where retrieving an employee will be difficult (not impossible) from areas where the Baggage Handling System is suspended from the ceiling and traveling through tight spaces.

Q45. In the IFB, it states two different counties for prevailing wage. Does the prevailing wage for those counties apply to the terminal depending on which county the work is performed?

A45. That is correct. Terminal A is in Essex County and Terminal B is in Union County.

Q46. What were the 2010 total billings by the current contractor?

A46. Approximately \$4.1 million.

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

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME:

*OXFORD Airport Technical Services*

INITIALED:

*[Handwritten initials]*

DATE:

*1/25/11*

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).

**Attendance Sheet - Facility Inspection**

**TITLE: OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS**

**BID NO.: 23230**

**DATE: JANUARY 19, 2011**

**TIME: 10:00 AM**

| NAME                       | COMPANY                       | CONTACT PHONE / E-MAIL |
|----------------------------|-------------------------------|------------------------|
| 1 <u>Wes Sheffield</u>     | <u>Siemens</u>                |                        |
| 2 <u>Dan Devine</u>        | <u>Siemens</u>                |                        |
| 3 <u>Boyd McKenzie</u>     | <u>Elite Line Services</u>    |                        |
| 4 <u>Chris Fleming</u>     | <u>Thyssen Krupp</u>          |                        |
| 5 <u>Harold Bol</u>        | <u>Vanderlande Industry</u>   |                        |
| 6 <u>Tom Schock</u>        | <u>JBT AeroTech</u>           |                        |
| 7 <u>Charles Heath</u>     | <u>JBT AeroTech</u>           |                        |
| 8 <u>Vald Allcock</u>      | <u>LINE FACILITY SERVICES</u> |                        |
| 9 <u>Tom Hanson</u>        | <u>LINE FAC. SYS</u>          |                        |
| 10 <u>John Ruppel</u>      | <u>TRIANGLE SERVICES</u>      |                        |
| 11 <u>Chris Bachartow</u>  | <u>Oxford ATT.</u>            |                        |
| 12 <u>Darren Hays</u>      | <u>ERMIC</u>                  |                        |
| 13 <u>Don Matera</u>       | <u>AIRWAY</u>                 |                        |
| 14 <u>Al DePhillips</u>    | <u>AIRWAY</u>                 |                        |
| 15 <u>Genaro P. Pitone</u> | <u>PA</u>                     |                        |
| 16 <u>Irvis Gollstein</u>  | <u>PA</u>                     |                        |
| 17 <u>Rich Grehl</u>       | <u>PA - PROCUREMENT</u>       |                        |
| 18 <u>Tom Rosace</u>       | <u>FA MAINT</u>               |                        |
| 19 <u>Mark Evans</u>       | <u>SERVICETEC</u>             |                        |
| 20                         |                               |                        |
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| 24                         |                               |                        |
| 25                         |                               |                        |

| Item # | Part Number | Description                          | Storage Area           | Quantity |
|--------|-------------|--------------------------------------|------------------------|----------|
| 1      | S0001       | GearBox RAT 29:1, 182TC              | Matrix: Outbound 10    | 1        |
| 2      | S0002       | GearBox ABHS Ratio 5.02              | Matrix: Outbound 10    | 1        |
| 3      | S0003       | 40 watt fuse                         | Belt Part's Room: P311 | 10       |
| 4      | S0003M      | GearBox ABHS Ratio 9.44:1            | Matrix: Outbound 10    | 1        |
| 5      | S0004       | GearBox ABHS Ratio 15.35:1           | Matrix: Outbound 10    | 1        |
| 6      | S0005       | GearBox ABHS Ratio 25.84:1           | Matrix: Outbound 10    | 1        |
| 7      | S0006       | GearBox ABHS Ratio 9.25              | Matrix: Outbound 10    | 1        |
| 8      | S0007       | GearBox ABHS Ratio 14.10:1           | Matrix: Outbound 10    | 1        |
| 9      | S0008       | GearBox ABHS Ratio 23.48:1           | Matrix: Outbound 10    | 1        |
| 10     | S0009       | Gearbox ABHS Ratio 14.89:1           | Matrix: Outbound 10    | 1        |
| 11     | S0010       | GearBox ABHS TXT1X1-7/16             | Matrix: Outbound 10    | 1        |
| 12     | S0011       | Tapered Bushing TXTx1-7/16"          | Matrix: Outbound 10    | 1        |
| 13     | S0012       | Tapered Bushing TXT2x1-11/16"        | Matrix: Outbound 10    | 1        |
| 14     | S0013       | Tapered Bushing TXT2x 1 15/16        | Matrix: Outbound 10    | 1        |
| 15     | S0014       | Tapered Bushing TXT2x1 15/16         | Matrix: Outbound 10    | 0        |
| 16     | S0015       | V-Belt 3VX315                        | Belt Part's Room: M105 | 6        |
| 17     | S0016       | TXT ABHS TA TXT2                     | Matrix: Outbound 10    | 2        |
| 18     | S0017       | TXT3 ABHS TA TXT3                    | Matrix: Outbound 10    | 1        |
| 19     | S0018       | 1747 SN Remote Scanner               | Belt Part's Room: K301 | 2        |
| 20     | S0019       | Motor 2.0HP, 145TC, 1740RPM          | Matrix: Outbound 10    | 1        |
| 21     | S0020       | Motor 2.0HP, 145TC, 1740RPM          | Matrix: Outbound 10    | 1        |
| 22     | S0021       | Motor 3.0HP, 182TC, 1750RPM          | Matrix: Outbound 10    | 1        |
| 23     | S0022       | Motor 5.0HP, 184TC, 1750RPM          | Matrix: Outbound 10    | 1        |
| 24     | S0024       | Motor 3.0HP, 182TC, 1750RPM          | Matrix: Outbound 10    | 1        |
| 25     | S0025       | 8 amp fuse                           | Belt Part's Room: M805 | 35       |
| 26     | S0026       | 20 amp fuse                          | Belt Part's Room: M804 | 12       |
| 27     | S0027       | Clutch Brake UniModule 90VDC 145TC   | Matrix: Outbound 10    | 1        |
| 28     | S0028       | Sprocket, 13Teeth 1-1/2"             | Matrix: Outbound 10    | 1        |
| 29     | S0029       | Sprocket 20Teeth 1-11/16"            | Matrix: Outbound 10    | 1        |
| 30     | S0030       | Sheave Groove 3.00x1210              | Matrix: Outbound 10    | 5        |
| 31     | S0032       | 1448 P2 Power Supply Rack            | Belt Part's Room: K301 | 2        |
| 32     | S0035       | Sheave Groove 3.15x1210              | Matrix: Outbound 10    | 5        |
| 33     | S0038       | 1747 ASB Remote Adapts               | Belt Part's Room: K301 | 2        |
| 34     | S0038       | HMW Polyrta FLT 1/4x13/18x120 WHT    | Matrix: Outbound 10    | 2        |
| 35     | S0039       | Disconnect Switch 1494R-N60          | Belt Part's Room: H402 | 2        |
| 36     | S0040       | Sheave Groove 3.35x1810              | Matrix: Outbound 10    | 5        |
| 37     | S0045       | Sheave Groove 3.65x1810              | Matrix: Outbound 10    | 5        |
| 38     | S0050       | Sheave Groove 4.12x1810              | Matrix: Outbound 10    | 5        |
| 39     | S0051       | TXT ABHS TA Assembly TXT1            | Matrix: Outbound 10    | 1        |
| 40     | S0055       | Sheave Groove 4.50x1810              | Matrix: Outbound 10    | 5        |
| 41     | S0080       | Sheave Groove 4.75x1810              | Matrix: Outbound 10    | 1        |
| 42     | S0081       | Sheave Groove 5.00x1810              | Matrix: Outbound 10    | 5        |
| 43     | S0086       | Photo eye reflector V85953T18        | Belt Part's Room: A703 | 48       |
| 44     | S0066M      | Sheave Groove 5.30x1810              | Matrix: Outbound 10    | 5        |
| 45     | S0071       | Sheave Groove 5.60x1810              | Matrix: Outbound 10    | 5        |
| 46     | S0076       | Sheave Groove 6.00x1810              | Matrix: Outbound 10    | 5        |
| 47     | S0080       | Carriage Bolt 5/16 x 2               | Belt Part's Room: K805 | 30       |
| 48     | S0081       | Sheave Groove 6.50x1810              | Matrix: Outbound 10    | 5        |
| 49     | S0086       | Taper Lock Bushing 1210 7/8"         | Matrix: Outbound 10    | 5        |
| 50     | S0090       | CPU                                  | Belt Part's Room: N48  | 1        |
| 51     | S0091       | Taper Lock Bushing 1210 1-1/8" Bore  | Matrix: Outbound 10    | 5        |
| 52     | S0092       | Input Module                         | Belt Part's Room: N45  | 2        |
| 53     | S0093       | Output Module                        | Belt Part's Room: N43  | 2        |
| 54     | S0094       | Power Supply                         | Belt Part's Room: N41  | 0        |
| 55     | S0095       | Input Module                         | Belt Part's Room: N44  | 3        |
| 56     | S0096       | Taper Lock Bushing 1810 7/8" Bore    | Matrix: Outbound 10    | 5        |
| 57     | S0097       | Adapter Module                       | Belt Part's Room: N47  | 1        |
| 58     | S0098       | 2517 x 1-11/16 taper lock            | Belt Part's Room: D302 | 8        |
| 59     | S0101       | Taper Locke Bushing 1810, 1516" Bore | Matrix: Outbound 10    | 5        |
| 60     | S0102       | 1810 1 11/16 taper lock              | Belt Part's Room: C406 | 12       |
| 61     | S0106       | link 2080                            | Belt Part's Room: B406 | 6        |
| 62     | S0107       | Link offset                          | Belt Part's Room: A101 | 0        |
| 63     | S0110       | Pad Lock collar                      | Belt Part's Room: A101 | 2        |

| Item # | Part Number | Description                          | Storage Area             | Quantity |
|--------|-------------|--------------------------------------|--------------------------|----------|
| 64     | S0111       | Taper Lock Bushing 2517, 1-1/4"      | Matrix: Outbound 10      | 1        |
| 65     | S0112M      | V-Belt 16WTx35-1/2" Length           | Matrix: Outbound 10      | 2        |
| 66     | S0114       | 38/4 roller 2012 TL                  | Belt Part's Room: E208   | 1        |
| 67     | S0115M      | V-Belt 16WTx37-1/2"                  | Matrix: Outbound 10      | 2        |
| 68     | S0118       | V-Belt 838                           | Belt Part's Room: K210   | 5        |
| 69     | S0117M      | V-Belt 16WTx40" Length               | Matrix: Outbound 10      | 2        |
| 70     | S0118       | Interface cable                      | Belt Part's Room: P203   | 3        |
| 71     | S0119M      | V-Belt 16WTx 42-1/2"                 | Matrix: Outbound 10      | 2        |
| 72     | S0120       | V-Belt 3VX560                        | Belt Part's Room: M112   | 16       |
| 73     | S0120M      | V-Belt 20WTx47-1/2"                  | Matrix: Outbound 10      | 2        |
| 74     | S0121M      | V-Belt 22WTx50" Length               | Matrix: Outbound 10      | 2        |
| 75     | S0123       | V-Belt 3VX400                        | Belt Part's Room: M106   | 4        |
| 76     | S0124M      | V-Belt 21WTx53" Length               | Matrix: Outbound 10      | 2        |
| 77     | S0126M      | V-Belt 22WTx 56" Length              | Matrix: Outbound 10      | 2        |
| 78     | S0128M      | V-Belt 16WTx60" Length               | Matrix: Outbound 10      | 2        |
| 79     | S0129       | V-Belt 3VX475                        | Belt Part's Room: M109   | 10       |
| 80     | S0132M      | V-Belt 28WTx67" Length               | Matrix: Outbound 10      | 2        |
| 81     | S0134M      | V-Belt 31WTx71" Length               | Matrix: Outbound 10      | 2        |
| 82     | S0136M      | V-Belt 18WTx75" Length               | Matrix: Outbound 10      | 2        |
| 83     | S0138M      | V-Belt 16WTx80" Length               | Matrix: Outbound 10      | 2        |
| 84     | S0140M      | V-Belt 18WTx 85" Length              | Matrix: Outbound 10      | 2        |
| 85     | S0142M      | V-Belt 16 WTx90"                     | Matrix: Outbound 10      | 2        |
| 86     | S0145M      | 80 Riv Chain                         | Matrix: Outbound 10      | 2        |
| 87     | S0147       | 80 Connecting Link                   | Matrix: Outbound 10      | 2        |
| 88     | S0149       | Drive Pulley 8 3/4x1-11/16x38" wide  | Matrix: Outbound 10      | 2        |
| 89     | S0151       | 63/4"x1-16"x38" wide                 | Matrix: Outbound 10      | 10       |
| 90     | S0161       | CRSL Bolts Short square neck bolt    | Jetway Part's Room: A101 | 650      |
| 91     | S0171       | End Pulley drive 6" 1-7/16"x38" wide | Matrix: Outbound 10      | 10       |
| 92     | S0182       | Washers                              | Belt Part's Room: B103   | 500      |
| 93     | S0181       | Snub Pulley 4"x1-7/16"x38" wide      | Matrix: Outbound 10      | 10       |
| 94     | S0201       | Take-up Pulley 4"x1-7/16"x38" wide   | Matrix: Outbound 10      | 10       |
| 95     | S0205       | 120 pab 120 v3w                      | Belt Part's Room: M507   | 2        |
| 96     | S0206       | Miniature light bulb 755             | Belt Part's Room: A203   | 6        |
| 97     | S0208       | Mini lamp 1819                       | Belt Part's Room: M606   | 1        |
| 98     | S0211       | T8 Incandescent Bulb                 | Belt Part's Room: E208   | 48       |
| 99     | S0219       | BR Guide Assy C F90 132-3/4L 27T     | Matrix: Outbound 10      | 3        |
| 100    | S0220       | UPR Guide Assy C F90 126-1/8L        | Matrix: Outbound 10      | 3        |
| 101    | S0221       | IR Guide Assy C F90 129-9/16L        | Matrix: Outbound 10      | 3        |
| 102    | S0223       | 2Bolt 1-7/16 Bearing                 | Belt Part's Room: K213   | 0        |
| 103    | S0228       | 5/8 shoulder screw                   | Belt Part's Room: 8602   | 13       |
| 104    | S0233       | Shaft 1 7/16"                        | Belt Part's Room: C603   | 7        |
| 105    | S0235       | Ball Bearing 1-15/16"                | Matrix: Outbound 10      | 2        |
| 106    | S0237       | ball Bearing 1-7/16" Wide slot       | Matrix: Outbound 10      | 10       |
| 107    | S0236       | Light Bulb 75w 15115K55              | Belt Part's Room: K101   | 55       |
| 108    | S0247       | Trackmate 529 Flame 39" wide         | Matrix: Outbound 10      | 1        |
| 109    | S0248       | L Groove PVC Flame 38"x39" wide      | Matrix: Outbound 10      | 1        |
| 110    | S0251       | MPT 11 RD                            | Belt Part's Room: 24     | 4        |
| 111    | S0258       | 3 Push button type                   | Belt Part's Room: N72    | 2        |
| 112    | S0300       | Nylon Strap CRSL                     | Belt Part's Room: L502   | 23.5     |
| 113    | S0301       | Nylon Strap CRSL                     | Belt Part's Room: L501   | 21       |
| 114    | S0309       | Ballast                              | Belt Part's Room: H201   | 5        |
| 115    | S0311       | 161D 1 1/2 taper lock                | Belt Part's Room: C406   | 5        |
| 116    | S0315       | BRG Rubber Tire 5/8"                 | Matrix: Outbound 10      | 5        |
| 117    | S0320       | Shaft ER 1-7/16x59-9/16 FL KWY       | Matrix: Outbound 10      | 2        |
| 118    | S0324       | Solid state FF                       | Belt Part's Room: N33    | 1        |
| 119    | S0328       | Photo Eye Cable                      | Belt Part's Room: N31    | 10       |
| 120    | S0327       | Photo Switch Cable 5pin V#886NFSAF8F | Belt Part's Room: K504   | 25       |
| 121    | S0348       | Paddle Pivot Weldment                | Matrix: Outbound 10      | 3        |
| 122    | S0351       | Paddle Frame Weldment                | Matrix: Outbound 10      | 3        |
| 123    | S0354       | Drive Shaft                          | Matrix: Outbound 10      | 3        |
| 124    | S0357       | Roller Nose Micro-V                  | Matrix: Outbound 10      | 3        |
| 125    | S0360       | Sheave Serp TL6J2.24,1108            | Matrix: Outbound 10      | 3        |
| 126    | S0363       | BSHGTL 1108x7/8                      | Matrix: Outbound 10      | 3        |

| Item # | Part Number | Description                            | Storage Area           | Quantity |
|--------|-------------|--|------------------------|----------|
| 127    | S0386       | MPL 2 HD                               | Belt Part's Room: 24   | 4        |
| 128    | S0388M      | Vertical Belt W/V Guide                | Matrix: Outbound 10    | 6        |
| 129    | S0372       | Bearing 6205 2RS 52MMx25MMx15MM        | Matrix: Outbound 10    | 12       |
| 130    | S0377       | MPL 2                                  | Belt Part's Room: 24   | 3        |
| 131    | S0384       | Belt Serp 650J6                        | Matrix: Outbound 10    | 6        |
| 132    | S0390       | Bearing Cam Follower CYR-1-3/4S        | Matrix: Outbound 10    | 6        |
| 133    | S0396       | Roller Assy Tail V Groove              | Matrix: Outbound 10    | 3        |
| 134    | S0398       | 2012 1 11/16 taper lock                | Belt Part's Room: D207 | 28       |
| 135    | S0399       | Bearing Torrington KP47BBFS464         | Matrix: Outbound 10    | 6        |
| 136    | S0401       | Braze rods                             | Belt Part's Room: L702 | 25       |
| 137    | S0405       | Sprocket Machined Sensor               | Matrix: Outbound 10    | 5        |
| 138    | S0408       | Weldment tie rod cam & Sprocket        | Matrix: Outbound 10    | 3        |
| 139    | S0411       | Pulley Idler P2B                       | Matrix: Outbound 10    | 3        |
| 140    | S0414       | Wrap Spring Clutch Suppor Bushing      | Matrix: Outbound 10    | 3        |
| 141    | S0417       | Sprocket Cam Machined                  | Matrix: Outbound 10    | 3        |
| 142    | S0420       | Bearing KP23B                          | Matrix: Outbound 10    | 6        |
| 143    | S0426       | Rod Connecting                         | Matrix: Outbound 10    | 3        |
| 144    | S0429       | Bearing Rod End FM x 3/4 Eye           | Matrix: Outbound 10    | 1        |
| 145    | S0436       | Rods Chain Tightening                  | Matrix: Outbound 10    | 3        |
| 146    | S0440       | Rods Chain Tightening                  | Matrix: Outbound 10    | 3        |
| 147    | S0443       | Weldment Shaft CB-10                   | Matrix: Outbound 10    | 3        |
| 148    | S0446       | Bearing S10KPP2                        | Matrix: Outbound 10    | 3        |
| 149    | S0449       | Dodge Bearing 2BPB 5C x 3/4            | Matrix: Outbound 10    | 3        |
| 150    | S0452       | Belt Timing 1700H150                   | Matrix: Outbound 10    | 6        |
| 151    | S0455       | UPR Guide Assy C F35 42-7/8L           | Matrix: Outbound 10    | 1        |
| 152    | S0458       | TR Guide Assy C F35 42-5/8L            | Matrix: Outbound 10    | 1        |
| 153    | S0460       | BR Guide Assy C F35 48L 27T            | Matrix: Outbound 10    | 1        |
| 154    | S0469       | Chain 50                               | Matrix: Outbound 10    | 12       |
| 155    | S0473       | Universal idler B5015H                 | Matrix: Outbound 10    | 3        |
| 156    | S0476       | Inverter 1HP 480V 60HZ 143TC           | Matrix: Outbound 10    | 3        |
| 157    | S0479       | Sensor Proximity                       | Matrix: Outbound 10    | 3        |
| 158    | S0492       | Cable 889N-R3AFC-8F                    | Matrix: Outbound 10    | 3        |
| 159    | S0485       | Clutch Break CB-10 CCW                 | Matrix: Outbound 10    | 2        |
| 160    | S0487       | Reducer Hub #214B (5.1) 145TC          | Matrix: Outbound 10    | 2        |
| 161    | S0491       | Clutch Break CB-10CW                   | Matrix: Outbound 10    | 2        |
| 162    | S0493M      | Reducer Hub City 214C (5.1) 145TC      | Matrix: Outbound 10    | 2        |
| 163    | S0495       | Solenoid Kit AL208-0705                | Matrix: Outbound 10    | 2        |
| 164    | S0496       | Snub Pulley FF 4x1-7/16x39             | Matrix: Outbound 10    | 1        |
| 165    | S0499       | Drive Pulley Assy FF 6-3/4x1-7/16x39BG | Matrix: Outbound 10    | 1        |
| 166    | S0500       | Baldor Motor M3548T                    | Motor Room: V1         | 1        |
| 167    | S0501       | Belt V6x36"wx173 1/2"E                 | Matrix: Outbound 10    | 1        |
| 168    | S0503       | Dodge Gearbox BB48 (20.54:1) 140TC A4  | Matrix: Outbound 10    | 1        |
| 169    | S0504       | Bushing Kit B48x1-7/16                 | Matrix: Outbound 10    | 1        |
| 170    | S0505       | Baldor Motor VM3558T 2HP 3PH 145T      | Motor Room: V1         | 4        |
| 171    | S0507       | Baldor Motor GF1524BG                  | Motor Room: V1         | 2        |
| 172    | S0508       | Baldor Motor EM3559T                   | Motor Room: V1         | 2        |
| 173    | S0511       | Pulley Assy FFx4x1-7/16x39 GB          | Belt Part's Room: K210 | 3        |
| 174    | S0514       | Pulley Assy FF6-3/4x1-7/16x39 BG       | Matrix: Outbound 10    | 3        |
| 175    | S0517       | Plug SKWZ-LOC 1-7/16 MH                | Matrix: Outbound 10    | 6        |
| 176    | S0520       | CRSL Serrated Flange Nut               | Belt Part's Room: A101 | 650      |
| 177    | S0523       | Snub Pulley Assy FFx4x1-7/16x39 BG     | Matrix: Outbound 10    | 3        |
| 178    | S0526       | Plug 2BFB 1-7/16 MH                    | Matrix: Outbound 10    | 6        |
| 179    | S0532       | Clutch Break UM210-10-20 90V           | Matrix: Outbound 10    | 1        |
| 180    | S0534       | Dodge Gearbox BB48 (20.54:1) 180TC A4  | Matrix: Outbound 10    | 1        |
| 181    | S0538       | Dodge Gearbox (15.42:1) BB48 180TC A4  | Matrix: Outbound 10    | 1        |
| 182    | S0540       | Shaft 1-1/2x40-3/4                     | Matrix: Outbound 10    | 1        |
| 183    | S0541       | Crank Assy                             | Matrix: Outbound 10    | 1        |
| 184    | S0542       | Timing Pulley Assy                     | Matrix: Outbound 10    | 1        |
| 185    | S0543       | Stop                                   | Matrix: Outbound 10    | 1        |
| 186    | S0544       | AL223-3020 2BPB RASC 1-1/2             | Matrix: Outbound 10    | 2        |
| 187    | S0548       | Position Mounting                      | Matrix: Outbound 10    | 1        |
| 188    | S0548       | Dyne Pulley H150x30 TL30H150-2012      | Matrix: Outbound 10    | 1        |
| 189    | S0549       | Bushing TL 2012x1                      | Matrix: Outbound 10    | 1        |

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| Item # | Part Number | Description                             | Storage Area             | Quantity |
|--------|-------------|---|--------------------------|----------|
| 190    | S0550       | Belt Timing 510H150                     | Matrix: Outbound 10      | 1        |
| 191    | S0552       | Bushing 1815x1-1/2                      | Matrix: Outbound 10      | 1        |
| 192    | S0553       | Coiler Clamping 2 x 1-1/2 Bore          | Matrix: Outbound 10      | 1        |
| 193    | S0554       | Bearing 48FB RFC 1-1/2                  | Matrix: Outbound 10      | 2        |
| 194    | S0556       | Drum gear AL255-22033177172             | Matrix: Outbound 10      | 1        |
| 195    | S0557       | Steady on red light                     | Matrix: Outbound 10      | 2        |
| 196    | S0559       | Horn                                    | Matrix: Outbound 10      | 2        |
| 197    | S0561       | Warning Buzzer                          | Matrix: Outbound 10      | 2        |
| 198    | S0563       | 5A Breaker                              | Matrix: Outbound 10      | 2        |
| 199    | S0565       | A8 Breaker                              | Matrix: Outbound 10      | 2        |
| 200    | S0567       | A8 Breaker                              | Matrix: Outbound 10      | 2        |
| 201    | S0569       | 10A Breaker                             | Matrix: Outbound 10      | 2        |
| 202    | S0571       | A25 Breaker                             | Matrix: Outbound 10      | 2        |
| 203    | S0573       | 30A 600V 3Pole Breaker                  | Matrix: Outbound 10      | 2        |
| 204    | S0575       | 50A 600V 3Pole Breaker                  | Matrix: Outbound 10      | 2        |
| 205    | S0577       | 70A 600V 3Pole Breaker                  | Matrix: Outbound 10      | 2        |
| 206    | S0579       | 1794ADN FLEX ADP                        | Belt Part's Room: A403   | 2        |
| 207    | S0581       | 100A 600V 3Pole Breaker                 | Matrix: Outbound 10      | 1        |
| 208    | S0582       | 225a L Frame Circuit Breaker            | Matrix: Outbound 10      | 1        |
| 209    | S0583       | 250A L Frame Circuit Breaker            | Matrix: Outbound 10      | 1        |
| 210    | S0584       | 300A Frame Breaker                      | Matrix: Outbound 10      | 1        |
| 211    | S0585       | Aux Contact NO                          | Matrix: Outbound 10      | 1        |
| 212    | S0586       | 5A 2Pole Breaker                        | Matrix: Outbound 10      | 2        |
| 213    | S0588       | 10A 2Pole Breaker                       | Matrix: Outbound 10      | 2        |
| 214    | S0591M      | 20A 3 Pole Breaker                      | Matrix: Outbound 10      | 2        |
| 215    | S0592       | Conduit Box Kit                         | Matrix: Outbound 10      | 5        |
| 216    | S0596       | Clutch Brake Controller                 | Matrix: Outbound 10      | 6        |
| 217    | S0604       | Purpose Relay                           | Matrix: Outbound 10      | 10       |
| 218    | S0605       | Anchor Wedge 5-1/2                      | Belt Part's Room: M701   | 101      |
| 219    | S0610       | Relay                                   | Matrix: Outbound 10      | 10       |
| 220    | S0611       | Toggle bolts                            | Belt Part's Room: C101   | 40       |
| 221    | S0614       | 24" Light Bulb                          | Matrix: Outbound 10      | 1        |
| 222    | S0616       | 24VDC Relay                             | Matrix: Outbound 10      | 10       |
| 223    | S0617       | Anchor wedge                            | Belt Part's Room: M702   | 100      |
| 224    | S0621       | Anchor Wedge                            | Belt Part's Room: M609   | 60       |
| 225    | S0622       | E-Stop PushButton                       | Matrix: Outbound 10      | 8        |
| 226    | S0624       | Anchor wedge                            | Belt Part's Room: B107   | 40       |
| 227    | S0628       | Amber Pilot Light                       | Matrix: Outbound 10      | 6        |
| 228    | S0630       | KB Bearing 3B 1-7/16                    | Matrix: Outbound 10      | 6        |
| 229    | S0631       | Lag Bolts 5/16 x 4                      | Belt Part's Room: M602   | 70       |
| 230    | S0633       | Hex screw 1/2 x 4                       | Belt Part's Room: M801   | 30       |
| 231    | S0634       | Blue Pilot Light                        | Matrix: Outbound 10      | 6        |
| 232    | S0640       | green Pilot Light                       | Matrix: Outbound 10      | 6        |
| 233    | S0642       | Bearing 2Bolt 1-7/16 SFT                | Matrix: Outbound 10      | 6        |
| 234    | S0646       | Red Pilot Light                         | Matrix: Outbound 10      | 6        |
| 235    | S0652       | White Pilot Light                       | Matrix: Outbound 10      | 6        |
| 236    | S0658       | Black PushButton Operator               | Matrix: Outbound 10      | 6        |
| 237    | S0654       | Green PushButton Operator               | Matrix: Outbound 10      | 6        |
| 238    | S0670       | Blue PushButton Operator                | Matrix: Outbound 10      | 6        |
| 239    | S0676       | Red PushButton Operator                 | Matrix: Outbound 10      | 6        |
| 240    | S0680       | 40 Degree Belt Assy C4838SP40SR         | Belt Part's Room: B210   | 1        |
| 241    | S0682       | Orange PushButton operator              | Matrix: Outbound 10      | 6        |
| 242    | S0688       | White PushButton Operator               | Matrix: Outbound 10      | 6        |
| 243    | S0694       | Yellow PushButton Operator              | Matrix: Outbound 10      | 6        |
| 244    | S0700       | Ylum Push Pull E-Stop                   | Matrix: Outbound 10      | 6        |
| 245    | S0701       | Power outlet                            | Belt Part's Room: P307   | 2        |
| 246    | S0702       | Power outlet                            | Belt Part's Room: P308   | 2        |
| 247    | S0708       | 2 Position Selector Switch              | Matrix: Outbound 10      | 2        |
| 248    | S0708       | 2 Position Selector Switch              | Matrix: Outbound 10      | 2        |
| 249    | S0713       | Type 4113 Reset 800T-PT18               | Belt Part's Room: 24     | 6        |
| 250    | S0716       | Bearing 1-7/16 Bearing for Power Curves | Jetway Part's Room: A603 | 6        |
| 251    | S0717M      | 120VAC Steady on Amber LED              | Matrix: Outbound 10      | 2        |
| 252    | S0719       | 4" Tulp Base                            | Matrix: Outbound 10      | 2        |

| Item # | Part Number | Description                        | Storage Area           | Quantity |
|--------|-------------|------------------------------------|------------------------|----------|
| 253    | S0721       | Audible Sounder Unit               | Matrix: Outbound 10    | 2        |
| 254    | S0723       | Black Illum Base Unit              | Matrix: Outbound 10    | 2        |
| 255    | S0725       | Red Illum Lens Unit                | Matrix: Outbound 10    | 2        |
| 256    | S0727       | Amber Illum Lens Unit              | Matrix: Outbound 10    | 2        |
| 257    | S0729       | Clear Illum Lens Unit              | Matrix: Outbound 10    | 2        |
| 258    | S0731       | Nonfusible Disconnect Switch       | Matrix: Outbound 10    | 2        |
| 259    | S0733       | Aux Contact No                     | Matrix: Outbound 10    | 6        |
| 260    | S0739       | IEC Contact                        | Matrix: Outbound 10    | 6        |
| 261    | S0745       | D-Line IEC 5Pole relay             | Matrix: Outbound 10    | 6        |
| 262    | S0750       | Electric box                       | Bell Part's Room: P408 | 15       |
| 263    | S0751       | 2 NO Front Deck AUX Contact Block  | Matrix: Outbound 10    | 2        |
| 264    | S0753       | 4 NO front Deck AUX Contact Block  | Matrix: Outbound 10    | 2        |
| 265    | S0754       | Jam Reset CR104-PXG22              | Bell Part's Room: 24   | 8        |
| 266    | S0755       | 19" Panel Touchscreen Monitor      | Matrix: Outbound 10    | 1        |
| 267    | S0756       | Thinclient Computer                | Matrix: Outbound 10    | 1        |
| 268    | S0757       | Power Supply                       | Matrix: Outbound 10    | 2        |
| 269    | S0758       | Door Operated Switch               | Matrix: Outbound 10    | 1        |
| 270    | S0760       | 6" Exhaust Package                 | Matrix: Outbound 10    | 1        |
| 271    | S0761       | Panel Mount Plug                   | Matrix: Outbound 10    | 1        |
| 272    | S0762       | Electromechanical Counter          | Matrix: Outbound 10    | 1        |
| 273    | S0763       | 60" Cable Mechanism                | Matrix: Outbound 10    | 1        |
| 274    | S0764       | Power Distribution Block           | Matrix: Outbound 10    | 1        |
| 275    | S0765       | Power Distribution Block           | Matrix: Outbound 10    | 1        |
| 276    | S0766       | 6" Cooling Fan                     | Matrix: Outbound 10    | 1        |
| 277    | S0767       | Teays Motor Starter                | Matrix: Outbound 10    | 6        |
| 278    | S0773       | UL508 Phase Barrier                | Matrix: Outbound 10    | 6        |
| 279    | S0778       | 2 NO AUX Contact Block             | Matrix: Outbound 10    | 6        |
| 280    | S0785       | Teays Uline Motor Starter          | Matrix: Outbound 10    | 6        |
| 281    | S0791       | Overload Unit 1.25-5A              | Matrix: Outbound 10    | 4        |
| 282    | S0796       | OverLoad Relay 110-240V            | Matrix: Outbound 10    | 6        |
| 283    | S0797       | OverLoad Unit 3-12A                | Matrix: Outbound 10    | 6        |
| 284    | S0801       | Cord connectors                    | Bell Part's Room: M306 | 5        |
| 285    | S0803       | Redundant Ethernet Switch          | Matrix: Outbound 10    | 1        |
| 286    | S0808       | 24" Panel Light fixture            | Matrix: Outbound 10    | 1        |
| 287    | S0808       | 48" Panel Light Fixture            | Matrix: Outbound 10    | 1        |
| 288    | S0809       | 48" Light Bulb                     | Matrix: Outbound 10    | 1        |
| 289    | S0810       | KB Nylon Guide W/GRV 1/4x13/16x144 | Matrix: Outbound 10    | 2        |
| 290    | S0823       | Mounting Bracket                   | Matrix: Outbound 10    | 12       |
| 291    | S0837       | Plastic Inal bush                  | Bell Part's Room: M307 | 30       |
| 292    | S0855       | 1/2 LB Cover                       | Bell Part's Room: M610 | 20       |
| 293    | S0858       | Reflector                          | Matrix: Outbound 10    | 12       |
| 294    | S0859       | 13 Slot Control Logic Chassis      | Matrix: Outbound 10    | 1        |
| 295    | S0860       | 17 Slot Control Logic Chassis      | Matrix: Outbound 10    | 1        |
| 296    | S0861       | 7 Slot Control Logic Chassis       | Matrix: Outbound 10    | 1        |
| 297    | S0862       | 1756 ControlNet Module             | Matrix: Outbound 10    | 1        |
| 298    | S0863       | 1756 DHRio/Scanner Module          | Matrix: Outbound 10    | 1        |
| 299    | S0864       | Control Logic Ethernet Bridge      | Matrix: Outbound 10    | 1        |
| 300    | S0865       | Control Logic Input Card           | Matrix: Outbound 10    | 4        |
| 301    | S0869       | Module                             | Matrix: Outbound 10    | 4        |
| 302    | S0873       | Control Logic Processor            | Matrix: Outbound 10    | 1        |
| 303    | S0874       | Module 1756-DW161                  | Matrix: Outbound 10    | 3        |
| 304    | S0876       | Control Logic Power Supply         | Matrix: Outbound 10    | 2        |
| 305    | S0878       | 36 Pin Screw Clamp Block           | Matrix: Outbound 10    | 6        |
| 306    | S0884       | 20 Pin Screw Clamp Block           | Matrix: Outbound 10    | 8        |
| 307    | S0890       | ControlNet T-TAPS/Straight         | Matrix: Outbound 10    | 2        |
| 308    | S0892       | Terminator Resistor                | Matrix: Outbound 10    | 1        |
| 309    | S0894       | BNC AB Switch                      | Matrix: Outbound 10    | 1        |
| 310    | S0895       | Ethernet Dual AB Switch            | Matrix: Outbound 10    | 1        |
| 311    | S0896       | Cable Clamps                       | Matrix: Outbound 10    | 6        |
| 312    | S0902       | 3/16 Threaded Link Connector       | Matrix: Outbound 10    | 6        |
| 313    | S0906       | Wire Thimbles                      | Matrix: Outbound 10    | 6        |
| 314    | S0914       | 1/4" Nylon Covered Rope            | Matrix: Outbound 10    | 1        |
| 315    | S0915       | Eye and Eye Turnbuckles            | Matrix: Outbound 10    | 6        |

| Item # | Part Number | Description                              | Storage Area           | Quantity |
|--------|-------------|--|------------------------|----------|
| 316    | S0921       | Cable Pull Switches                      | Matrix: Outbound 10    | 1        |
| 317    | S0922       | Pilot Light 25.14x5.0x1.0                | Matrix: Outbound 10    | 1        |
| 318    | S0923       | Convenience Switch                       | Matrix: Outbound 10    | 1        |
| 319    | S0924       | 6' DB9 F/F Extension Cable               | Matrix: Outbound 10    | 2        |
| 320    | S0925       | 6' DB9 M/F Extension Cable               | Matrix: Outbound 10    | 2        |
| 321    | S0927       | Sprocket 50927F 1-7/16 KW KWA TF         | Matrix: Outbound 10    | 6        |
| 322    | S0928       | Serial Printer                           | Matrix: Outbound 10    | 5        |
| 323    | S0931       | Marque Sign Red Light                    | Matrix: Outbound 10    | 2        |
| 324    | S0933       | Transformer Plug-In                      | Matrix: Outbound 10    | 2        |
| 325    | S0935       | Combo Assembly                           | Matrix: Outbound 10    | 2        |
| 326    | S0937       | Logix Port Gateway                       | Matrix: Outbound 10    | 2        |
| 327    | S0939       | Green LED Pilot Light                    | Matrix: Outbound 10    | 8        |
| 328    | S0942       | Red LED Pilot Light                      | Matrix: Outbound 10    | 6        |
| 329    | S0948       | White LED Pilot Light                    | Matrix: Outbound 10    | 6        |
| 330    | S0954       | Hollow Shaft Encoder                     | Matrix: Outbound 10    | 2        |
| 331    | S0956       | Transformer                              | Matrix: Outbound 10    | 1        |
| 332    | S0957       | Power Conditioner                        | Matrix: Outbound 10    | 1        |
| 333    | S0958       | 250VA Power Conditioner                  | Matrix: Outbound 10    | 1        |
| 334    | S0959       | 10 HP VFD                                | Matrix: Outbound 10    | 1        |
| 335    | S0960       | 1 HP VFD                                 | Matrix: Outbound 10    | 1        |
| 336    | S0962       | 2 HP VFD                                 | Matrix: Outbound 10    | 2        |
| 337    | S0964       | 7.5 HP 11 A Sarter Controller            | Matrix: Outbound 10    | 1        |
| 338    | S0965       | Hood with Latch CAVT 16.5L               | Matrix: Outbound 10    | 2        |
| 339    | S0967       | Hood with Post CAVT 16.5LG               | Matrix: Outbound 10    | 2        |
| 340    | S0969       | Female 10 Pin Insert                     | Matrix: Outbound 10    | 4        |
| 341    | S0972       | Male 10 Pin Insert                       | Matrix: Outbound 10    | 4        |
| 342    | S0976       | Hood with Post 1/2" NPT                  | Matrix: Outbound 10    | 2        |
| 343    | S0978       | Hood with Latch 3/4" NPT                 | Matrix: Outbound 10    | 2        |
| 344    | S0980       | 3 Pin Female Insert                      | Matrix: Outbound 10    | 2        |
| 345    | S0982       | 4 Pin Female Insert                      | Matrix: Outbound 10    | 2        |
| 346    | S0983       | 3 Pin Male Insert                        | Matrix: Outbound 10    | 2        |
| 347    | S0985       | 4 Pin Male Insert                        | Matrix: Outbound 10    | 2        |
| 348    | S0987       | 16 Pin Female Insert                     | Matrix: Outbound 10    | 2        |
| 349    | S0989       | 16 Pin Male Insert                       | Matrix: Outbound 10    | 2        |
| 350    | S0991       | Male Enlarger Adapter                    | Matrix: Outbound 10    | 2        |
| 351    | S0993       | Control Poles                            | Matrix: Outbound 10    | 2        |
| 352    | S0997       | 3/4" NPT Hood Latch                      | Matrix: Outbound 10    | 2        |
| 353    | S0999       | 3/4" NPT Hood Post                       | Matrix: Outbound 10    | 2        |
| 354    | S1001       | Adapter 21 MM to 3/4"                    | Matrix: Outbound 10    | 6        |
| 355    | S1002       | Padlocks                                 | Belt Part's Room: P201 | 9        |
| 356    | S1009       | 6 pin Relay                              | Belt Part's Room: P306 | 6        |
| 357    | S1010       | #100 Roller Chain                        | Belt Part's Room: J202 | 4        |
| 358    | S1013       | Sac Clashaz                              | Belt Part's Room: M607 | 9        |
| 359    | S1027       | E-Stop Sign                              | Belt Part's Room: B207 | 8        |
| 360    | S1046       | Switch E-Stop                            | Belt Part's Room: F102 | 6        |
| 361    | S1048       | Mini E-Stop                              | Belt Part's Room: P204 | 12       |
| 362    | S1053       | Current relay                            | Belt Part's Room: P402 | 1        |
| 363    | S1064       | Emergency Stop (E-Stop)                  | Belt Part's Room: M509 | 20       |
| 364    | S1069       | Photo eye base                           | Belt Part's Room: N35  | 2        |
| 365    | S1078       | Shaft ER 1-7/16x9/16 FL KWY              | Matrix: Outbound 10    | 1        |
| 366    | S1080       | 3 Position Switch                        | Belt Part's Room: P301 | 11       |
| 367    | S1083       | Overload Relay                           | Belt Part's Room: P102 | 12       |
| 368    | S1092       | TXT109T Hp18.88 Ratio 9.44:1             | Belt Part's Room: K302 | 2        |
| 369    | S1094       | Belt Fastners                            | Belt Part's Room: F401 | 3        |
| 370    | S1104       | GE Lens, Red Cap (Mushroom)              | Belt Part's Room: K303 | 24       |
| 371    | S1130M      | V-Belt 27WTx63" Length                   | Matrix: Outbound 10    | 2        |
| 372    | S1132       | CAM FOLLOWER                             | Belt Part's Room: E102 | 12       |
| 373    | S1138       | Lacing Staples U3-1                      | Belt Part's Room: G101 | 8        |
| 374    | S1164       | CAM FOLLOWER                             | Belt Part's Room: E102 | 12       |
| 375    | S1172       | 45 Degree Bell Assy 48C39F45 PVOP 114.5L | Belt Part's Room: B210 | 3        |
| 376    | S1176       | UPR Guide Assy C F45 58-3/8L             | Matrix: Outbound 10    | 1        |
| 377    | S1177       | TR Guide Assy C F45 58-3/8L              | Matrix: Outbound 10    | 1        |
| 378    | S1178       | BR Guide Assy C F45 61-3/4L 27T          | Matrix: Outbound 10    | 1        |

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| Item # | Part Number | Description                                       | Storage Area                | Quantity |
|--------|-------------|---|-----------------------------|----------|
| 379    | S1215       | Dodge Gearbox                                     | Jetway Part's Room: a floor | 2        |
| 380    | S1233       | Belt Assy 48C39 SP90 SR 229L 24ED 27T             | Matrix: Outbound 10         | 1        |
| 381    | S1330       | Light Bulb F32T8F032                              | Belt Part's Room: D402      | 4        |
| 382    | S1331       | GE Fanuc CPU                                      | Belt Part's Room: K303      | 4        |
| 383    | S1401       | 9001 OR120 Lamp Series B                          | Belt Part's Room: D601      | 21       |
| 384    | S1402       | Transformer                                       | Belt Part's Room: N61       | 2        |
| 385    | S1500       | Endroll W 48c39 1-7/16 PB                         | Matrix: Outbound 10         | 6        |
| 386    | S1501       | Sumitomo Gearbox CVFS-4145Y 43-1 1750rpm 4.9      | Motor Room: V21             | 2        |
| 387    | S1506       | Browning Shaft Mount Speed Reducer 115SMT15       | Motor Room: V2              | 2        |
| 388    | S1508       | Sumitomo Gearbox CVF6145Y-45                      | Motor Room: 24              | 5        |
| 389    | S1511       | Dodge Torque Arm Speed Reducer TXT115T            | Motor Room: V1              | 1        |
| 390    | S1513       | Glue All  | Belt Part's Room: J201      | 15       |
| 391    | S1516       | SM-Cyclo CNH734110YBB17                           | Motor Room: V2              | 1        |
| 392    | S1518       | Sumitomo Speed reducer CNHM3-4110YB-17            | Motor Room: V2              | 1        |
| 393    | S1536       | Motor 5.0HP, 184TC, 1725RPM                       | Belt Part's Room: E305      | 4        |
| 394    | S1583       | Dodge Gearbox TXT108 #241092DC 9.44 188Brpm       | Belt Part's Room: D302      | 1        |
| 395    | S1600       | #60 Roller Chain                                  | Belt Part's Room: J202      | 4        |
| 396    | S1678       | Taper Lock  | Belt Part's Room: D403      | 1        |
| 397    | S1704       | Fan Blade   | Belt Part's Room: F301      | 3        |
| 398    | S1711       | Electra Gearbox                                   | Motor Room: V2              | 1        |
| 399    | S1743       | Motor   | Jetway Part's Room: a floor | 3        |
| 400    | S1750       | Sumitomo Gearbox CNHJ 6125Y-29                    | Jetway Part's Room: I201    | 1        |
| 401    | S1770       | Morse Shaft Mount Speed Reducer 898MK0936         | Motor Room: V2              | 1        |
| 402    | S1800       | Motor   | Jetway Part's Room: a floor | 1        |
| 403    | S1801       | #60 Roller Chain                                  | Belt Part's Room: J202      | 4        |
| 404    | S1816       | Sumitomo Gearbox CVF4155Y43                       | Motor Room: V1              | 1        |
| 405    | S1818       | Baldor Motor EM3615T 5hp Spec 36G784Y695H1        | Motor Room: 23              | 1        |
| 406    | S1819       | Baldor Motor M3554T                               | Motor Room: V1              | 2        |
| 407    | S1821       | U.S. Motors Gearbox 5594Y07F                      | Motor Room: V2              | 1        |
| 408    | S1822       | U.S. Motors RPM1765/1450 Ser546/3055955M          | Motor Room: V1              | 2        |
| 409    | S1823       | Baldor Motor M3615T 184T 1750RPM 3PH              | Motor Room: V1              | 2        |
| 410    | S1834       | Baldor Motor CM3218T                              | Motor Room: V1              | 1        |
| 411    | S1873       | U.S. Motors                                       | Motor Room: V1              | 2        |
| 412    | S1880       | Morse Shaft Mount Speed Reducer                   | Motor Room: V2              | 2        |
| 413    | S1882       | Dodge Torque Arm Speed Reducer TXT215T            | Belt Part's Room: C301      | 1        |
| 414    | S1883       | Baldor Motor VM3561                               | Motor Room: V1              | 2        |
| 415    | S1884       | SM-Cyclo Gearbox CHHJ4135Y21                      | Motor Room: V1              | 2        |
| 416    | S1885       | SM-Cyclo Gearbox CVFS4145Y43                      | Motor Room: V2              | 1        |
| 417    | S1886       | Sumitomo Gearbox 145TC                            | Motor Room: V2              | 2        |
| 418    | S1887       | SM-Cyclo Gearbox CVFS4145Y43                      | Motor Room: V2              | 1        |
| 419    | S1889       | Browning Shaft Mount Speed Reducer 107SMT15       | Motor Room: V2              | 2        |
| 420    | S1890       | Electra Gearbox 28MH120D/F                        | Motor Room: V2              | 4        |
| 421    | S1891       | Browning Shaft Mount Speed Reducer 107SMT109      | Motor Room: V2              | 4        |
| 422    | S1892       | Electra Gearbox 26AKV1420                         | Motor Room: V2              | 1        |
| 423    | S1893       | Baldor Motor M3710T                               | Motor Room: V1              | 1        |
| 424    | S1894       | Lincoln Electric AF4P5T61                         | Motor Room: V1              | 1        |
| 425    | S1903       | Gear box seal                                     | Belt Part's Room: D103      | 6        |
| 426    | S1904       | 3/8 Breaker                                       | Belt Part's Room: D204      | 6        |
| 427    | S1906       | Tork taper Bushing                                | Belt Part's Room: A203      | 6        |
| 428    | S1951       | Stainless Steel Carousel Plates                   | Belt Oversize: A            | 3        |
| 429    | S1952       | #9 Shoulder Bolt 5/8 x 3-3/4 lg (3" Shoulder)     | Belt Oversize: A104         | 77       |
| 430    | S1953       | #10 Shoulder Bolt 5/8 x 2-1/2 lg (1-3/4 Shoulder) | Belt Oversize: A105         | 80       |
| 431    | S1954       | #13 Washer, 1/2 ID x 3/4 OD                       | Belt Oversize: A106         | 80       |
| 432    | S1955       | #15 HHMB 1/4-20 x 1 lg                            | Belt Oversize: A107         | 243      |
| 433    | S1956       | #7 Wheel Spacer                                   | Belt Oversize: A108         | 1        |
| 434    | S1957       | #8 Flange Bushing, Bronze                         | Belt Oversize: A109         | 184      |
| 435    | S1958       | #11, Two-Way Lock Nut 1/2-13, Zip                 | Belt Oversize: A110         | 192      |
| 436    | S1959       | 3-D Bumper, 5-11 1/2                              | Belt Oversize: A111         | 0        |
| 437    | S1960       | Bumper "D" Plug                                   | Belt Oversize: A113         | 44       |
| 438    | S1963       | Nylon Strap //By the Foot                         | Belt Oversize: A115         | 49       |
| 439    | S1985       | Idler Sheave Assembly                             | Belt Oversize: A117         | 3        |
| 440    | S1971       | #17 Washer 5/8" Dia                               | Belt Oversize: A123         | 58       |
| 441    | S1974       | Velcro Loop Black, 1" Wide w/Adhesive x 12"       | Belt Oversize: A300         | 448      |

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| Item # | Part Number | Description                                      | Storage Area                | Quantity |
|--------|-------------|--|-----------------------------|----------|
| 442    | S1980       | Poly Webbing 1" V#8852T422                       | Belt Part's Room: 24        | 950      |
| 443    | S2000       | Belt v6 36"wx259 3/4"                            | Matrix: Outbound 10         | 2        |
| 444    | S2002       | 32" Roller                                       | Belt Part's Room: 1104      | 8        |
| 445    | S2006       | Hub s20-8  | Belt Part's Room: D307      | 2        |
| 446    | S2007       | Time delay attachment                            | Belt Part's Room: P406      | 10       |
| 447    | S2008       | Cral wheels                                      | Belt Part's Room: B703      | 44       |
| 448    | S2010       | Beacon   | Belt Part's Room: L13       | 6        |
| 449    | S2011       | Overload contact alarm                           | Belt Part's Room: P403      | 3        |
| 450    | S2012       | Conduit Connector                                | Belt Part's Room: B101      | 20       |
| 451    | S2013       | 1810 sprockett                                   | Belt Part's Room: C504      | 2        |
| 452    | S2025       | 3/4 Nuts   | Belt Part's Room: K602      | 75       |
| 453    | s2033       | Shaft s 7/16"                                    | Belt Part's Room: B409      | 1        |
| 454    | S2077       | CPU IC893 CPU 331-CC                             | Belt Part's Room: N101      | 2        |
| 455    | S2079       | Baldor Gearbox                                   | Jetway Part's Room: a floor | 2        |
| 456    | S2080       | Chain Carousei 2080H                             | Belt Part's Room: K302      | 100      |
| 457    | S2084       | Digital Input                                    | Belt Part's Room: N42       | 3        |
| 458    | S2112       | Chain Attachment Link Kit #50                    | Matrix: Outbound 10         | 8        |
| 459    | S2121       | Pulley 2 3v 6.0 1810 bush zu max rpm 4240        | Belt Part's Room: D505      | 2        |
| 460    | S2122       | Pulley 1810 bush zu max rim sp 10,0000 rpm screw | Belt Part's Room: D505      | 1        |
| 461    | S2126       | Baldor Motor VM3558T                             | Motor Room: V1              | 3        |
| 462    | S2127       | Baldor M3157T 2hp 1725rpm                        | Motor Room: V2              | 5        |
| 463    | S2130       | Fuse 600v  | Belt Part's Room: P404      | 8        |
| 464    | S2164       | Sprockett NO/chain                               | Belt Part's Room: C507      | 2        |
| 465    | S2167       | 23v315tb pulley                                  | Belt Part's Room: D502      | 3        |
| 466    | S2168       | 23V-335TB pulley                                 | Belt Part's Room: D502      | 2        |
| 467    | S2169       | pulley 23V450TB                                  | Belt Part's Room: C505      | 4        |
| 468    | S2170       | 23V530TB 1810                                    | Belt Part's Room: D505      | 3        |
| 469    | S2186       | Startng torque control                           | Belt Part's Room: N83       | 2        |
| 470    | S2187       | in42   | Belt Part's Room: M608      | 8        |
| 471    | S2192       | Browning Gearbox CBN23025B3266 145TC             | Motor Room: V1              | 1        |
| 472    | S2213       | 42/4 Roller 1810 TL                              | Belt Part's Room: E2010     | 1        |
| 473    | S2220       | 15 amp 3 phase breaker                           | Belt Part's Room: P502      | 5        |
| 474    | S2228       | 1/2 x 3 7/8 Bushing                              | Belt Part's Room: D104      | 4        |
| 475    | S2228A      | 3amp 3 phase breaker                             | Belt Part's Room: P505      | 4        |
| 476    | S2229       | Smoke Alarm 907-0228-002 Model 710F              | Belt Part's Room: H202      | 2        |
| 477    | S2230       | 5 amp 1 phase breaker                            | Belt Part's Room: P508      | 1        |
| 478    | S2230A      | Smoke Alarm                                      | Belt Part's Room: N11       | 2        |
| 479    | S2231       | 10 amp 1 phase breaker                           | Belt Part's Room: P507      | 8        |
| 480    | S2235       | 4amp 3 phase Breaker                             | Belt Part's Room: P504      | 14       |
| 481    | S2237       | 12 amp 3 phase breaker                           | Belt Part's Room: P503      | 25       |
| 482    | S2240       | 1 amp 1 phase breaker                            | Belt Part's Room: P506      | 4        |
| 483    | S2246       | Output module                                    | Belt Part's Room: P405      | 2        |
| 484    | S2247       | Epsrom memory module                             | Belt Part's Room: N32       | 1        |
| 485    | S2253       | Power Supply                                     | Belt Part's Room: P101      | 1        |
| 486    | S2253A      | Photo Light                                      | Belt Part's Room: P303      | 3        |
| 487    | S2254       | Voltage starter                                  | Belt Part's Room: N73       | 2        |
| 488    | S2257       | Baldor Motor EM3815T                             | Motor Room: V1              | 1        |
| 489    | S2258       | Dodge Gearbox                                    | Belt Part's Room: D407      | 2        |
| 490    | S2259       | Winemith Gearbox 928MDS542230dn                  | Jetway Part's Room: A303    | 1        |
| 491    | S2260       | Windsmith Gearbox 924MDS542223 10-1 ratio 175    | Motor Room: V112            | 5        |
| 492    | S2261       | Winemith Gearbox 924MDSN ratio 25                | Motor Room: V1              | 1        |
| 493    | S2262       | Windsmith 928MDSN Input rpm150 HP 1.88 Ratio 2   | Motor Room: V1              | 4        |
| 494    | S2265       | 12 pi relay output                               | Belt Part's Room: N23       | 9        |
| 495    | S2267       | Non slot base                                    | Belt Part's Room: L301      | 1        |
| 496    | S2269       | 1/2 x 4 5/8 bushing                              | Belt Part's Room: D103      | 3        |
| 497    | S2272       | Curcut breaker                                   | Belt Part's Room: P501      | 5        |
| 498    | S2291       | Smoke Detector                                   | Belt Part's Room: L202      | 2        |
| 499    | S2298       | Clamp bar  | Belt Part's Room: A701      | 24       |
| 500    | S2378       | Round Smoke alarm A-8671                         | Belt Part's Room: B202      | 2        |
| 501    | S2422       | Nylon Webbing Straps                             | Belt Part's Room: E301      | 500      |
| 502    | S2465       | Return Wheel Assy 39 BSG                         | Matrix: Outbound 10         | 6        |
| 503    | S2541       | 17940W8 FLEX OUTPUT                              | Belt Part's Room: E311      | 3        |
| 504    | S2558       | Baldor Motor 2HP RPM140 145TC                    | Matrix: Outbound 10         | 2        |

| Item # | Part Number | Description              | Storage Area           | Quantity |
|--------|-------------|--------------------------|------------------------|----------|
| 505    | S2712       | Lamp MVR250U 250Watt     | Belt Part's Room: D402 | 12       |
| 506    | S2800       | Chain link               | Belt Part's Room: A104 | 15       |
| 507    | S2801       | Chain Link SSO           | Belt Part's Room: A105 | 22       |
| 508    | S2802       | Chain Link RS41          | Belt Part's Room: A106 | 28       |
| 509    | S2804       | 4 bolt Bearing           | Belt Part's Room: A301 | 40       |
| 510    | S2805       | Bearing small            | Belt Part's Room: A302 | 28       |
| 511    | S2806       | 4-bolt housing           | Belt Part's Room: A401 | 6        |
| 512    | S2807       | Bearing 1"               | Belt Part's Room: A401 | 1        |
| 513    | S2808       | 3 bolt bearing 1 15/16   | Belt Part's Room: A401 | 1        |
| 514    | S2809       | Bearing 1-11/16          | Belt Part's Room: A402 | 1        |
| 515    | S2810       | 1 7/16 bearing (mounted) | Belt Part's Room: A403 | 8        |
| 516    | S2811       | 1 7/16 4-bolt            | Belt Part's Room: A403 | 2        |
| 517    | S2812       | Bearing                  | Belt Part's Room: A403 | 2        |
| 518    | S2813       | 1 15/16 4 bolt           | Belt Part's Room: A403 | 1        |
| 519    | S2814       | FL210 Bearing            | Belt Part's Room: A501 | 4        |
| 520    | S2815       | 1 15/16 Take-up bearing  | Belt Part's Room: A501 | 4        |
| 521    | S2816       | 1 7/16 take-up           | Belt Part's Room: A502 | 6        |
| 522    | S2817       | 1 15/16 take-up          | Belt Part's Room: A502 | 3        |
| 523    | S2818       | Fl 206 S. Seal           | Belt Part's Room: A504 | 4        |
| 524    | S2819       | 1 11/16 bearing Inserts  | Belt Part's Room: A508 | 4        |
| 525    | S2822       | 3/4 Clamp                | Belt Part's Room: B105 | 49       |
| 526    | S2823       | Chain link 1 x 12"       | Belt Part's Room: B201 | 37       |
| 527    | S2824       | Idler Bearing            | Belt Part's Room: B209 | 13       |
| 528    | S2825       | Power curve bracket      | Belt Part's Room: B303 | 6        |
| 529    | S2827       | Cam Follower             | Belt Part's Room: B401 | 10       |
| 530    | S2828       | Link 80                  | Belt Part's Room: B405 | 16       |
| 531    | S2829       | Chain 35                 | Belt Part's Room: B408 | 1        |
| 532    | S2830       | Drive chain 20 80        | Belt Part's Room: B409 | 5        |
| 533    | S2831       | Drive chain 80           | Belt Part's Room: B501 | 4        |
| 534    | S2832       | Drive chain 80           | Belt Part's Room: B502 | 5        |
| 535    | S2833       | Drive chain 50           | Belt Part's Room: B503 | 7        |
| 536    | S2835       | Drive chain 35           | Belt Part's Room: B506 | 1        |
| 537    | S2836       | Drive chain 41           | Belt Part's Room: B508 | 1        |
| 538    | S2837       | Crs! Wheels              | Belt Part's Room: B607 | 45       |
| 539    | S2838       | Shoulder screws          | Belt Part's Room: B701 | 320      |
| 540    | S2839       | Sprockett                | Belt Part's Room: C102 | 4        |
| 541    | S2840       | 2012 sprockett           | Belt Part's Room: C106 | 2        |
| 542    | S2841       | Sprockett                | Belt Part's Room: C207 | 2        |
| 543    | S2842       | sprockett                | Belt Part's Room: C302 | 1        |
| 544    | S2843       | 2617 sprockett           | Belt Part's Room: C304 | 1        |
| 545    | S2844       | 1 15/16 sprockett        | Belt Part's Room: C404 | 3        |
| 546    | S2845       | 2012 sprockett 803TL     | Belt Part's Room: C406 | 3        |
| 547    | S2846       | 1610 1 7/16 taper lock   | Belt Part's Room: C408 | 6        |
| 548    | S2848       | 803BT16 sprockett        | Belt Part's Room: C503 | 2        |
| 549    | S2849       | Sprockett                | Belt Part's Room: C603 | 1        |
| 550    | S2850       | Taper lock 1610 7/8"     | Belt Part's Room: C604 | 1        |
| 551    | S2851       | Grommet                  | Belt Part's Room: C606 | 220      |
| 552    | S2852       | 1610 x 1 1/8 taperlock   | Belt Part's Room: D107 | 3        |
| 553    | S2853       | 1210 x 1-1/8 taperlock   | Belt Part's Room: D305 | 4        |
| 554    | S2854       | 1210 x 1-1/4 taperlock   | Belt Part's Room: D306 | 3        |
| 555    | S2855       | 1-15/16 taper bushing    | Belt Part's Room: D401 | 4        |
| 556    | S2856       | 1610 Pulley              | Belt Part's Room: D501 | 2        |
| 557    | S2857       | 50BTB27 Sprocket         | Belt Part's Room: D504 | 1        |
| 558    | S2858       | 147-458 20 pulley        | Belt Part's Room: D506 | 4        |
| 559    | S2860       | Pulley 2517 bush         | Belt Part's Room: D602 | 3        |
| 560    | S2861       | 147 75a pulley           | Belt Part's Room: D603 | 4        |
| 561    | S2862       | 147 63a pulley           | Belt Part's Room: D604 | 3        |
| 562    | S2863       | 147 56a pulley           | Belt Part's Room: D605 | 6        |
| 563    | S2864       | Junk parts               | Belt Part's Room: D701 | 1        |
| 564    | S2865       | Crs! sumper              | Belt Part's Room: D703 | 15       |
| 565    | S2866       | 30" roller               | Belt Part's Room: E102 | 1        |
| 566    | S2867       | Fire Door Set            | Belt Part's Room: E103 | 1        |
| 567    | S2868       | Rolls of wire            | Belt Part's Room: E105 | 2        |

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| Item # | Part Number | Description                                   | Storage Area           | Quantity |
|--------|-------------|---|------------------------|----------|
| 568    | S2869       | Fir Door Motor                                | Belt Part's Room: E106 | 2        |
| 569    | S2870       | Fire door rail                                | Belt Part's Room: E107 | 1        |
| 570    | S2871       | Elect end                                     | Belt Part's Room: E108 | 1        |
| 571    | S2872       | Steel Conduit                                 | Belt Part's Room: E108 | 1        |
| 572    | S2873       | 38" Drive roller                              | Belt Part's Room: E203 | 1        |
| 573    | S2876       | 38/4 Roller 1810 TL                           | Belt Part's Room: E209 | 6        |
| 574    | S2878       | 30 X 6-1/2 Roller 2012 TL                     | Belt Part's Room: E211 | 2        |
| 575    | S2877       | 32 x 6 roller 1810 TL                         | Belt Part's Room: E212 | 4        |
| 576    | S2878       | 32 x 4 roller 1810 TL                         | Belt Part's Room: E213 | 7        |
| 577    | S2879       | 32 x 11-1/2 Drive Roller                      | Belt Part's Room: E301 | 1        |
| 578    | S2880       | 38 x 8-1/2 Roller                             | Belt Part's Room: E302 | 1        |
| 579    | S2881       | 29-1/2 x 8-1/2 Roller                         | Belt Part's Room: E303 | 2        |
| 580    | S2882       | 38-1/2 Roller                                 | Belt Part's Room: E305 | 4        |
| 581    | S2884       | 38" Roller                                    | Belt Part's Room: E308 | 5        |
| 582    | S2885       | 1-7/16 x 42 roller                            | Belt Part's Room: E308 | 1        |
| 583    | S2886       | 36 x 6-1/2 roller                             | Belt Part's Room: E308 | 1        |
| 584    | S2887       | 42 x 1-11/16 drive roller                     | Belt Part's Room: E309 | 1        |
| 585    | S2888       | 32 x 8 drive roller                           | Belt Part's Room: E310 | 1        |
| 586    | S2889       | 32 drive roller                               | Belt Part's Room: E311 | 1        |
| 587    | S2890       | 32 x 8-1/2 Roller                             | Belt Part's Room: E312 | 2        |
| 588    | S2892       | 1-15/16 Shaft                                 | Belt Part's Room: G501 | 1        |
| 589    | S2893       | Pipe insulation                               | Belt Part's Room: K101 | 7        |
| 590    | S2894       | V-Belt 8M640-21                               | Belt Part's Room: K205 | 8        |
| 591    | S2895       | V-Belt 8M640 12                               | Belt Part's Room: K206 | 14       |
| 592    | S2896       | V-Belt 14M 1588-20                            | Belt Part's Room: K214 | 14       |
| 593    | S2897       | Hex Nut 11-3/8                                | Belt Part's Room: K301 | 25       |
| 594    | S2898       | Nuts 3/4                                      | Belt Part's Room: K302 | 50       |
| 595    | S2899       | Nuts 1-7/16                                   | Belt Part's Room: K303 | 50       |
| 596    | S2900       | 3/16 x 1-12 pin                               | Belt Part's Room: K304 | 25       |
| 597    | S2901       | Hex Nut 3/8                                   | Belt Part's Room: K401 | 50       |
| 598    | S2902       | screws 9/16                                   | Belt Part's Room: K405 | 30       |
| 599    | S2903       | 1/4 locking washers                           | Belt Part's Room: K501 | 40       |
| 600    | S2904       | 3/4 Locking washers                           | Belt Part's Room: K503 | 300      |
| 601    | S2905       | 10 x 3/4 Taping screws                        | Belt Part's Room: K504 | 100      |
| 602    | S2906       | 3/4 Bolts                                     | Belt Part's Room: K603 | 30       |
| 603    | S2907       | 08 Filter 18 x 20 x 1                         | Belt Part's Room: F101 | 5        |
| 604    | S2908       | 50FT Cable                                    | Belt Part's Room: F102 | 1        |
| 605    | S2909       | CRSL Coronet Strips                           | Belt Part's Room: F303 | 22       |
| 606    | S2910       | Teflon Screws                                 | Belt Part's Room: F501 | 1        |
| 607    | S2911       | 9/16 Nuts                                     | Belt Part's Room: K604 | 100      |
| 608    | S2912       | 8/16 Nuts                                     | Belt Part's Room: K606 | 25       |
| 609    | S2913       | Grommets                                      | Belt Part's Room: K607 | 65       |
| 610    | S2914       | Chain Link 80-2                               | Belt Part's Room: K609 | 10       |
| 611    | S2915       | Chain Link 80                                 | Belt Part's Room: K610 | 15       |
| 612    | S2916       | Chain Link 100                                | Belt Part's Room: K611 | 20       |
| 613    | S2917       | Chain Link offset                             | Belt Part's Room: K612 | 20       |
| 614    | S2918       | Chain Link 120                                | Belt Part's Room: K613 | 13       |
| 615    | S2919       | Offset Chain Link 120                         | Belt Part's Room: K614 | 15       |
| 616    | S2920       | Power Supply IC693 PWR 321P 120/240 Vac 125 V | Belt Part's Room: N101 | 1        |
| 617    | S2921       | Crsl Wheels                                   | Belt Part's Room: A703 | 45       |
| 618    | S2922       | Belt pins                                     | Belt Part's Room: M201 | 5        |
| 619    | S2923       | Hex Screws                                    | Belt Part's Room: M301 | 20       |
| 620    | S2924       | Wire nuts                                     | Belt Part's Room: M304 | 50       |
| 621    | S2925       | 1/2 lock nuts                                 | Belt Part's Room: M305 | 100      |
| 622    | S2926       | Pipe connector                                | Belt Part's Room: M308 | 10       |
| 623    | S2927       | Hex cap screw                                 | Belt Part's Room: M401 | 40       |
| 624    | S2928       | Hex cap screw 3/16-3/8                        | Belt Part's Room: M402 | 40       |
| 625    | S2929       | Hex cap screw 3/16 x 2                        | Belt Part's Room: M404 | 100      |
| 626    | S2930       | BELT Assy 48C99 F80 PVOP 227L                 | Matrix: Outbound 10    | 3        |
| 627    | S2931       | Hex cap screw 5/16                            | Belt Part's Room: M405 | 30       |
| 628    | S2935       | 7/16 x 3 screws                               | Belt Part's Room: M602 | 50       |
| 629    | S2936       | 1/2 long bolt                                 | Belt Part's Room: M804 | 20       |
| 630    | S2937       | Butterfly screw                               | Belt Part's Room: M605 | 30       |

| Item # | Part Number | Description                     | Storage Area            | Quantity |
|--------|-------------|---------------------------------|-------------------------|----------|
| 631    | S2939       | 3 x 3/8 bolt                    | Belt Part's Room: M703  | 20       |
| 632    | S2940       | Hex cap screw 5/8               | Belt Part's Room: M704  | 40       |
| 633    | S2941       | 1/2 x 2-1/2 HHC                 | Belt Part's Room: M705  | 50       |
| 634    | S2942       | Fuse                            | Belt Part's Room: M708  | 90       |
| 635    | S2943       | EMT Set Screw 3/4               | Belt Part's Room: M709  | 20       |
| 636    | S2944       | Anticell                        | Belt Part's Room: L201  | 15       |
| 637    | S2945       | Paint Navy Gray                 | Belt Part's Room: L401  | 7        |
| 638    | S2946       | Welding rods E7024              | Belt Part's Room: L802  | 2        |
| 639    | S2947       | White Paint                     | Belt Part's Room: J101  | 1        |
| 640    | S2948       | Paint Thinner                   | Belt Part's Room: J402  | 4        |
| 641    | S2949       | Black Paint                     | Belt Part's Room: J501  | 7        |
| 642    | S2950       | Idler Roller 30-1/2             | Belt Part's Room: H301  | 30       |
| 643    | S2951       | Indicator light                 | Belt Part's Room: P202  | 3        |
| 644    | S2952       | Bolts                           | Belt Part's Room: P207  | 60       |
| 645    | S2953       | Bolts                           | Belt Part's Room: P208  | 30       |
| 646    | S2954       | Butterfly                       | Belt Part's Room: P313  | 30       |
| 647    | S2955       | Butterfly                       | Belt Part's Room: P3131 | 30       |
| 648    | S2956       | Photo Eye Switch 42GRU-9002-QD  | Belt Part's Room: P401  | 14       |
| 649    | S2958       | CPU                             | Belt Part's Room: 24    | 1        |
| 650    | S2959       | Pulley                          | Belt Part's Room: D801  | 1        |
| 651    | S2960       | Indicator fuse Cover            | Belt Part's Room: N51   | 20       |
| 652    | S2961       | Panel Control                   | Belt Part's Room: N52   | 1        |
| 653    | S2963       | Drive Roller                    | Belt Part's Room: I102  | 5        |
| 654    | S2964       | Drive Roller W/1-7/16 TP        | Belt Part's Room: I103  | 2        |
| 655    | S2971       | Screw 1/2 x 1-1/4               | Belt Part's Room: M801  | 15       |
| 656    | S2988       | UPR Guide Assy C F30 35-1/8L    | Matrix: Outbound 10     | 1        |
| 657    | S2989       | TR Guide Assy C F30 35-1/4L     | Matrix: Outbound 10     | 1        |
| 658    | S2990       | BR Guide Assy C F30 38-1/8L 2TT | Matrix: Outbound 10     | 1        |
| 659    | S2995       | UPR Guide Assy C F60 81-5/8L    | Matrix: Outbound 10     | 1        |
| 660    | S2998       | TR Guide Assy C F60 81-7/8L     | Matrix: Outbound 10     | 1        |
| 661    | S2997       | BR Guide Assy C F60 85-3/8L 2TT | Matrix: Outbound 10     | 1        |
| 662    | S3001       | Sprockett                       | Belt Part's Room: C205  | 3        |
| 663    | S3003       | Port curtain flange             | Belt Part's Room: A401  | 2        |
| 664    | S3006       | 2012 1-3/4 bushing              | Belt Part's Room: D208  | 6        |
| 665    | S3008       | 1810 sprockett                  | Belt Part's Room: C104  | 5        |
| 666    | S3009       | 2012 sprockett                  | Belt Part's Room: C206  | 5        |
| 667    | S3011       | Taper Locks                     | Belt Part's Room: K304  | 16       |
| 668    | S3012       | E-Stop Button                   | Belt Part's Room: P309  | 7        |
| 669    | S3013       | Sprockett                       | Belt Part's Room: C103  | 5        |
| 670    | S3014       | Taperlock 1810 7/8              | Belt Part's Room: D406  | 2        |
| 671    | S3015       | Taperlock 1810 1 1/8            | Belt Part's Room: D406  | 2        |
| 672    | S3019       | 1810 sprockett                  | Belt Part's Room: C107  | 0        |
| 673    | S3021       | 50830F sprockett                | Belt Part's Room: C303  | 0        |
| 674    | S3028       | Poly chain sprocket             | Belt Part's Room: C508  | 5        |
| 675    | S3038       | 1 3/4 sprockett                 | Belt Part's Room: C107  | 0        |
| 676    | S3039       | 2012 sprockett                  | Belt Part's Room: C201  | 10       |
| 677    | S3043       | 80Q15 sprockett                 | Belt Part's Room: C204  | 2        |
| 678    | S3047       | 1 3/4 Sprockett                 | Belt Part's Room: C801  | 2        |
| 679    | S3048       | 1 15/16 sprockett               | Belt Part's Room: C203  | 0        |
| 680    | S3049       | Drive frame                     | Belt Part's Room: E307  | 1        |
| 681    | S3051       | 17/16 sprockett                 | Belt Part's Room: C206  | 2        |
| 682    | S3058       | 2012 sprockett                  | Belt Part's Room: C408  | 4        |
| 683    | S3062       | V-Belt 6008-730                 | Belt Part's Room: K209  | 5        |
| 684    | S3068       | 1810 sprockett                  | Belt Part's Room: C105  | 2        |
| 685    | S3072       | 2517 sprockett                  | Belt Part's Room: C301  | 1        |
| 686    | S3149       | 1 7/16 bearing                  | Belt Part's Room: A505  | 0        |
| 687    | S3153       | Bearing insert 1 7/16           | Belt Part's Room: A406  | 66       |
| 688    | S3154       | 1 15/16 Bearing                 | Belt Part's Room: A604  | 5        |
| 689    | S3157       | 1 7/16 Flange Bearing           | Belt Part's Room: A408  | 34       |
| 690    | S3158       | 2-bolt bearing 1 3/16           | Belt Part's Room: A305  | 10       |
| 691    | S3159       | Idler Bearing                   | Belt Part's Room: B301  | 37       |
| 692    | S3165       | 1 7/16 take up                  | Belt Part's Room: A506  | 11       |
| 693    | S3169       | 3/16 bearing cap                | Belt Part's Room: B303  | 40       |

| Item # | Part Number | Description                               | Storage Area              | Quantity |
|--------|-------------|---|---------------------------|----------|
| 694    | S3169       | Extended ring Bearing                     | Belt Part's Room: A206    | 19       |
| 695    | S3170       | Roller Bearing 1"                         | Belt Part's Room: A207    | 40       |
| 696    | S3171       | 4 bolt bearing                            | Belt Part's Room: A605    | 4        |
| 697    | S3172       | 1 15/16 take-up                           | Belt Part's Room: A503    | 2        |
| 698    | S3173       | 1 15/16 pillow block                      | Belt Part's Room: A503    | 4        |
| 699    | S3174       | 1 15/16 bearing                           | Belt Part's Room: A603    | 1        |
| 700    | S3176       | Idler Bearing                             | Belt Part's Room: A204    | 101      |
| 701    | S3177       | Oilite Bearing                            | Belt Part's Room: B402    | 28       |
| 702    | S3181       | 3 bolt 1 15 bearing                       | Belt Part's Room: A808    | 6        |
| 703    | S3182       | Bearing with hinge 1 1/4                  | Belt Part's Room: A303    | 0        |
| 704    | S3185       | Idler Roller                              | Belt Part's Room: H103    | 42       |
| 705    | S3188       | 3-Bolt Bearing                            | Belt Part's Room: A202    | 1        |
| 706    | S3192       | Bearing 3028 nice                         | Belt Part's Room: A208    | 36       |
| 707    | S3193       | 1 1 1/16 Bearing                          | Belt Part's Room: A601    | 7        |
| 708    | S3199       | Red Caps E-stop 9001R22                   | Belt Part's Room: K301    | 12       |
| 709    | S3200       | Hexcrant                                  | Belt Part's Room: B106    | 42       |
| 710    | S3201       | Torque Controller 154-A11NB               | Belt Part's Room: Office1 | 2        |
| 711    | S3210       | Baldor DC Power Supply                    | Belt Part's Room: N64     | 2        |
| 712    | S3219       | Pulley 6x1-7/16x39 BG                     | Belt Part's Room: C203    | 3        |
| 713    | S3275       | Belt Assy 48C39 F35 2/T PVOP 90L          | Matrix: Outbound 10       | 1        |
| 714    | S3300       | 1610 x 1 taperlock                        | Belt Part's Room: D109    | 16       |
| 715    | S3301       | 1610 x 1 3/16 taperlock                   | Belt Part's Room: D108    | 2        |
| 716    | S3312       | 2012 1 1/8 Taperlock                      | Belt Part's Room: D206    | 4        |
| 717    | S3313       | 1610 x 3/4 taperlock                      | Belt Part's Room: D1010   | 2        |
| 718    | S3319       | Ex 1-3/4 OD bushing                       | Belt Part's Room: D308    | 10       |
| 719    | S3322       | Bushing                                   | Belt Part's Room: A205    | 0        |
| 720    | S3323       | 1 1/4 20 Bushing                          | Belt Part's Room: D102    | 2        |
| 721    | S3325       | Grinding Disc 1/4 x 5/8-11                | Belt Part's Room: F101    | 10       |
| 722    | S3326       | Grinding Disc 4- 1/2 x 1/4 x 5/8-11 Small | Belt Part's Room: K501    | 10       |
| 723    | S3327       | 2062 sprocket                             | Belt Part's Room: C602    | 1        |
| 724    | S3328       | 1 3/4 bushing                             | Belt Part's Room: D104    | 3        |
| 725    | S3331       | Taper bushing 1 7/16                      | Belt Part's Room: E2010   | 12       |
| 726    | S3332       | Taperlock 1610 x 1 11/16                  | Belt Part's Room: D105    | 17       |
| 727    | S3333       | 1-3/16 tapered bushing                    | Belt Part's Room: D402    | 8        |
| 728    | S3334       | 1-7/16 locking collar                     | Belt Part's Room: D405    | 90       |
| 729    | S3335       | 1-11/16 locking collar                    | Belt Part's Room: D403    | 12       |
| 730    | S3336       | 1-1/4 locking collar                      | Belt Part's Room: D406    | 5        |
| 731    | S3337       | 1" locking collar                         | Belt Part's Room: D408    | 11       |
| 732    | S3338       | 3/4 locking collar                        | Belt Part's Room: D409    | 12       |
| 733    | S3339       | 7/8 locking collar                        | Belt Part's Room: D407    | 13       |
| 734    | S3340       | 2012 1 3/16 taperlock                     | Belt Part's Room: D203    | 3        |
| 735    | S3341       | 2012 x 1 1/4 taperlock                    | Belt Part's Room: D304    | 5        |
| 736    | S3342       | 2012 x 1 Taper lock                       | Belt Part's Room: D106    | 4        |
| 737    | S3343       | 2012 3/4 Bushing                          | Belt Part's Room: D2010   | 2        |
| 738    | S3344       | 2012 x 7/8 bushing                        | Belt Part's Room: D209    | 8        |
| 739    | S3402       | CRSL Screws 3/8 16 x 1                    | Belt Part's Room: K505    | 35       |
| 740    | S3404       | Roller                                    | Belt Part's Room: I203    | 8        |
| 741    | S3405       | Britt idler                               | Belt Part's Room: B204    | 4        |
| 742    | S3406       | 3/8 key stock                             | Belt Part's Room: B305    | 6        |
| 743    | S3407       | Key stock 1/8 x 12                        | Belt Part's Room: B305    | 8        |
| 744    | S3429       | 1-11/16 Shaft                             | Belt Part's Room: G201    | 28       |
| 745    | S3430       | 38" Drive roller 1 15/16 id               | Belt Part's Room: E202    | 1        |
| 746    | S3434       | Nylon Bushing                             | Belt Part's Room: B106    | 500      |
| 747    | S3435       | 41 x 4 Roller                             | Belt Part's Room: E304    | 4        |
| 748    | S3478       | Roller                                    | Belt Part's Room: I101    | 4        |
| 749    | S3535       | Power Curve Belt w/Chain 45 degree        | Belt Part's Room: C106    | 1        |
| 750    | S3536       | Power Curve Belt w/Chain 90 degree        | Belt Part's Room: Z2      | 1        |
| 751    | S3546       | Motor 1.0HP 143TC 1740RPM                 | Matrix: Outbound 10       | 1        |
| 752    | S3558       | Baldor Motor M3568T                       | Belt Part's Room: K305    | 5        |
| 753    | S3571       | Flange Bearings                           | Belt Part's Room: K301    | 37       |
| 754    | S3573       | Bearing Inserts                           | Belt Part's Room: K302    | 48       |
| 755    | S3710       | Break Motor BM3710T                       | Belt Part's Room: K404    | 1        |
| 756    | S3786       | Baldor Motor 378613Y659H1                 | Belt Part's Room: K401    | 1        |

| Item # | Part Number | Description                                  | Storage Area                | Quantity |
|--------|-------------|--|-----------------------------|----------|
| 757    | S3825       | Roller Adjustment                            | Belt Part's Room: B210      | 14       |
| 758    | S3832       | 1-11/16 locking collar                       | Belt Part's Room: D404      | 12       |
| 759    | S3859       | Belt Assy 48C39 F30 PVOP 77L                 | Matrix: Outbound 10         | 1        |
| 760    | S3863       | Soft Starter Motortronics HV144P/M3483863    | Belt Part's Room: D703      | 2        |
| 761    | S3916       | Windsmith Gearbox 930MDSN                    | Jetway Part's Room: a floor | 1        |
| 762    | S4000       | Speed bump                                   | Belt Part's Room: K501      | 23       |
| 763    | S4004       | Cam follower Cal                             | Belt Part's Room: B104      | 0        |
| 764    | S4006       | Hex nuts Grade 8 7/8                         | Belt Part's Room: K402      | 25       |
| 765    | S4017       | Links  | Belt Part's Room: B205      | 41       |
| 766    | S4018       | Hex screws 1/4                               | Belt Part's Room: K404      | 200      |
| 767    | S4023       | Crsl wheels                                  | Belt Part's Room: B704      | 154      |
| 768    | S4024       | Baldor Motor M3815T Spec. 366784Y686Hi 5hp   | Motor Room: 22              | 2        |
| 769    | S4029       | Tie Clamp                                    | Belt Part's Room: B208      | 80       |
| 770    | S4048       | Sumitomo CNHM2-4D5YB-17                      | Motor Room: V2              | 1        |
| 771    | S4049       | Sumitomo Gearbox CNHJ6125Y 29:1 1B2TC (Grand | Motor Room: 25              | 1        |
| 772    | S4053       | Cotter pin 1-3 1/2                           | Belt Part's Room: B202      | 100      |
| 773    | S4057       | Level Pads                                   | Belt Part's Room: A102      | 0        |
| 774    | S4059       | Fingerguard                                  | Belt Oversize: A102         | 368      |
| 775    | S4060       | Bumper connector                             | Belt Part's Room: A702      | 43       |
| 776    | S4067       | Carroll gear                                 | Belt Part's Room: B210      | 10       |
| 777    | S4416       | Inch   | Jetway Part's Room: O101    | 8        |
| 778    | S4417       | Brackets                                     | Jetway Part's Room: O101    | 16       |
| 779    | S4673       | 1794IA1B FLEX INPUT                          | Belt Part's Room: D405      | 3        |
| 780    | S4904       | Belt Assy 48C39 F60 PVOP 152L                | Matrix: Outbound 10         | 1        |
| 781    | S5000       | Stencil Interlocking (Plastic)               | Belt Part's Room: J501      | 1        |
| 782    | S5001       | Overload Heater C895A                        | Belt Part's Room: 24        | 3        |
| 783    | S5002       | Overload Heater C466A                        | Belt Part's Room: 24        | 6        |
| 784    | S5003       | Overload Heater C196A                        | Belt Part's Room: 24        | 6        |
| 785    | S5004       | Overload Heater                              | Belt Part's Room: 24        | 6        |
| 786    | S5005       | Overload Heater C301A                        | Belt Part's Room: 24        | 6        |
| 787    | S5006       | Overload Heater C166A                        | Belt Part's Room: 24        | 6        |
| 788    | S5010       | 1 11/16 Flange bearing                       | Belt Part's Room: A602      | 2        |
| 789    | S5042       | Washers                                      | Belt Part's Room: K601      | 100      |
| 790    | S5052       | Bracket slope trip                           | Jetway Part's Room: O101    | 5        |
| 791    | S5102       | Link 60                                      | Belt Part's Room: B404      | 22       |
| 792    | S5105       | Link 50                                      | Belt Part's Room: B407      | 16       |
| 793    | S5112       | V-belt 5L60                                  | Belt Part's Room: K201      | 19       |
| 794    | S5500       | Shaft ER 1-7/16x66-9/16 FL KWY               | Matrix: Outbound 10         | 5        |
| 795    | S5568       | LoveJoy 6JE                                  | Belt Part's Room: D605      | 10       |
| 796    | S5569       | LoveJoy 6JE                                  | Jetway Part's Room: A101    | 8        |
| 797    | S5712       | V-Belt 3VX260                                | Belt Part's Room: K204      | 5        |
| 798    | S5924       | Belt Assy 48C39 SP45 SR 116L 12ED 27T        | Matrix: Outbound 10         | 1        |
| 799    | S5931       | TR Guide Assy C SP45 12ED 58-13/16L          | Matrix: Outbound 10         | 1        |
| 800    | S5932       | BR Guide Assy C SP45 12ED 62L                | Matrix: Outbound 10         | 1        |
| 801    | S5980M      | TR Guide Assy C SP90 24ED 129-11/16L         | Matrix: Outbound 10         | 1        |
| 802    | S5981       | BR Guide Assy C SP90 24ED 133-1/2L           | Matrix: Outbound 10         | 1        |
| 803    | S6000       | Upr Guide CF30 35 1/8L 27A 30D V#402968      | Belt Part's Room: 24        | 1        |
| 804    | S6001       | Tr Guide Assy CF30 35 1/4I 27B-30D V#402989  | Belt Part's Room: 24        | 1        |
| 805    | S6002       | BR Guide CF30 38 1/8 27C-30D V#402990        | Belt Part's Room: 24        | 1        |
| 806    | S6003       | UPR Guide CF36 43 7/8I 27A 36D V#605680      | Belt Part's Room: 24        | 1        |
| 807    | S6004       | Tr Guide CF 36 43 7/8 27B 36D V#605681       | Belt Part's Room: 24        | 1        |
| 808    | S6006       | UPR Guide CF45 58 3/8I 27A-45D V#601176      | Belt Part's Room: 24        | 1        |
| 809    | S6007       | TR Guide CF45 58 1/2L 27B-45D V#601177       | Belt Part's Room: 24        | 1        |
| 810    | S6008       | BR Guide CF45 61 3/4L 27C-45D V#601178       | Belt Part's Room: 24        | 1        |
| 811    | S6009       | UPR Guide CF90 128 1/8L 27A-90D V#600220     | Belt Part's Room: 24        | 1        |
| 812    | S6010       | TR Guide CF90 128 9/16L 27B90D V#600221      | Belt Part's Room: 24        | 1        |
| 813    | S6011       | BR Guide CF90 132 3/4L 27C90D V#600219       | Belt Part's Room: 24        | 1        |
| 814    | S6017       | Photoelectric Sensor                         | Belt Part's Room: B103      | 8        |
| 815    | S6214       | Staples                                      | Belt Part's Room: L602      | 3        |
| 816    | S6215       | Staples                                      | Belt Part's Room: L603      | 1        |
| 817    | S6216       | Staples 8/16                                 | Belt Part's Room: D501      | 6        |
| 818    | S6218       | Staples                                      | Belt Part's Room: L601      | 3        |
| 819    | S6332       | Electra Gearbox 26MHKV1415 D/F               | Motor Room: V2              | 2        |

| Item # | Part Number | Description  | Storage Area           | Quantity |
|--------|-------------|--|------------------------|----------|
| 820    | S6333       | Electra Gearbox 26AC1820 L/F                             | Motor Room: V2         | 1        |
| 821    | S6504       | Welding rods E7024                                       | Belt Part's Room: L901 | 0.5      |
| 822    | S6509       | Paint Tray   | Belt Part's Room: A101 | 8        |
| 823    | S6513       | Safety Yellow Paint                                      | Belt Part's Room: J301 | 7        |
| 824    | S6514       | Primer Paint Flat  | Belt Part's Room: J202 | 4        |
| 825    | S6515       | Paint, Black Spray Can (Oil)                             | Belt Part's Room: J501 | 4        |
| 826    | S6535       | 3/8 Beam Clamp   | Belt Part's Room: F302 | 8        |
| 827    | S6565       | Drill Bit 3/4" Size 6" drilling depth 14" o'ail L V#8763 | Belt Part's Room: 24   | 3        |
| 828    | S6800       | Bumper Connectors  | Belt Part's Room: A205 | 25       |
| 829    | S6801       | 3 Ribs Carousel Bumper                                   | Belt Part's Room: D305 | 12       |
| 830    | S6741       | Red Caps E-Stop 52PA2GA                                  | Belt Part's Room: E307 | 0        |
| 831    | S6754       | Beating, Rough Top 36" wide                              | Belt Part's Room: 24   | 224      |
| 832    | S7010       | Idler Sheave   | Belt Part's Room: D604 | 2        |
| 833    | S7011       | 1-1/4x2-1/12   | Belt Part's Room: D305 | 6        |
| 834    | S7279       | Fasner   | Belt Part's Room: P312 | 10       |
| 835    | S7303       | Mount bracket  | Belt Part's Room: N22  | 8        |
| 836    | S7305       | Photo eye bracket  | Belt Part's Room: P205 | 4        |
| 837    | S7311       | 2012 1 11/16 Taperlock                                   | Belt Part's Room: D205 | 10       |
| 838    | S7400       | RNcliff 13 905 10 hde                                    | Belt Part's Room: G401 | 0        |
| 839    | S7416       | 1/2 Clamp  | Belt Part's Room: B206 | 150      |
| 840    | S7500       | Automatic Reset Control                                  | Belt Part's Room: N71  | 1        |
| 841    | S7550       | 8v relay k10p11d15-6                                     | Belt Part's Room: M508 | 5        |
| 842    | S7608       | Phot switch relay  | Belt Part's Room: P302 | 4        |
| 843    | S7702       | Input IC693MDL240I 120 Vac 18PT                          | Belt Part's Room: N101 | 6        |
| 844    | S7703       | Output IC693MDL830D Relay MA BPT                         | Belt Part's Room: N101 | 6        |
| 845    | S7705       | Output IC693MDL 390E 120/240 Vac 2A5PT                   | Belt Part's Room: N101 | 3        |
| 846    | S7706       | Output IC693MDL840D Relay 2 18 PT                        | Belt Part's Room: N101 | 5        |
| 847    | S7720       | PIC output   | Belt Part's Room: N21  | 10       |
| 848    | S7724       | PLC Power Supply   | Belt Part's Room: N25  | 1        |
| 849    | S8001       | Red caps E-stop 800T-FXP16 A1                            | Belt Part's Room: K305 | 12       |
| 850    | S8002       | V-Belt B47   | Belt Part's Room: K211 | 12       |
| 851    | S8305       | Roller   | Belt Part's Room: I202 | 1        |
| 852    | S8306       | 28 drive roller 1-7/16 TL                                | Belt Part's Room: E205 | 1        |
| 853    | S8307       | Roller   | Belt Part's Room: I201 | 4        |
| 854    | S8403       | Idler Roller   | Belt Part's Room: H201 | 20       |
| 855    | S8404       | 1-7/16 x 36 Drive roller                                 | Belt Part's Room: E306 | 1        |
| 856    | S8408       | Idler Roller   | Belt Part's Room: H101 | 15       |
| 857    | S8407       | Idler Roller   | Belt Part's Room: H102 | 9        |
| 858    | S8410       | Idler Roller   | Belt Part's Room: H202 | 22       |
| 859    | S8413       | Snub Roller  | Belt Part's Room: H403 | 19       |
| 860    | S8416       | Tube 34"   | Belt Part's Room: H401 | 20       |
| 861    | S8417       | Shaft 13-1/2 x 28  | Belt Part's Room: H402 | 10       |
| 862    | S8500       | Clipper uni-bar belt lacing UX-1                         | Belt Part's Room: K505 | 4        |
| 863    | S8501       | Lacing connect pins                                      | Belt Part's Room: K504 | 400      |
| 864    | S8502       | Clipper uni-bar belt lacing U3-2                         | Belt Part's Room: F501 | 17       |
| 865    | S8503       | Belt Fastners  | Belt Part's Room: F402 | 14       |
| 866    | S8504       | Alligator belt lacing                                    | Belt Part's Room: F303 | 4        |
| 867    | S8505       | Clipper uni-bar lacing V#6164K48                         | Belt Part's Room: C802 | 18       |
| 868    | S8509       | Lacing connect pin                                       | Belt Part's Room: K503 | 142      |
| 869    | S8663       | Bearing 1 3/16   | Belt Part's Room: A304 | 5        |
| 870    | S8721       | Proximity Switch 872C-A10N18-N3                          | Matrix Outbound 10     | 4        |
| 871    | S8800       | V-Belt 740-15-57   | Belt Part's Room: K207 | 6        |
| 872    | S8904       | 32" Roller   | Belt Part's Room: E101 | 2        |
| 873    | S8904A      | V-Belt 4X65  | Belt Part's Room: M113 | 6        |
| 874    | S8907       | V-Belt AX876   | Belt Part's Room: M120 | 8        |
| 875    | S8810       | V-Belt 5L250   | Belt Part's Room: K102 | 0        |
| 876    | S8813       | V-Belt 3VX500  | Belt Part's Room: M110 | 7        |
| 877    | S8814       | V-belt 3vx630  | Belt Part's Room: E208 | 12       |
| 878    | S8815       | V-Belts 3VX560   | Belt Part's Room: K406 | 33       |
| 879    | S8816       | V-Belt 33HYT   | Belt Part's Room: K208 | 5        |
| 880    | S8817       | V-Belt B55   | Belt Part's Room: K213 | 14       |
| 881    | S8818       | V-Belt 19M 1588-20                                       | Belt Part's Room: K212 | 11       |
| 882    | S8819       | V-Belt 3VX900  | Belt Part's Room: M121 | 5        |

| Item # | Part Number | Description                                    | Storage Area           | Quantity |
|--------|-------------|--|------------------------|----------|
| 883    | S8820       | V-Belt 3VX870                                  | Belt Part's Room: M115 | 14       |
| 884    | S8821       | V-Belt B25-72                                  | Belt Part's Room: K215 | 8        |
| 885    | S8821A      | V-Belt 3VX100                                  | Belt Part's Room: M123 | 10       |
| 886    | S8822       | V-Belt 3VX265                                  | Belt Part's Room: M101 | 17       |
| 887    | S8824       | V-Belt 3Vx630                                  | Belt Part's Room: M114 | 7        |
| 888    | S8825       | V-Belt 3VX710                                  | Belt Part's Room: M116 | 20       |
| 889    | S8828       | V-Belt 3VX800                                  | Belt Part's Room: M118 | 10       |
| 890    | S8827       | V-Belt 3VX650                                  | Belt Part's Room: M118 | 5        |
| 891    | S8828       | V-Belt 3Vx750                                  | Belt Part's Room: M117 | 16       |
| 892    | S8829       | V-Belt 3VX280                                  | Belt Part's Room: M103 | 20       |
| 893    | S8830       | V-Belt 3Vx300                                  | Belt Part's Room: M104 | 21       |
| 894    | S8831       | Cral gears                                     | Belt Part's Room: D702 | 11       |
| 895    | S8831A      | V-Belt 3VX530                                  | Belt Part's Room: M111 | 3        |
| 896    | S8833       | V-Belt 3VX850                                  | Belt Part's Room: M122 | 11       |
| 897    | S8835       | V-Belt 3VX425                                  | Belt Part's Room: M107 | 6        |
| 898    | S8836       | V-Belt 3VX450                                  | Belt Part's Room: M108 | 11       |
| 899    | S8837       | V-Belt 3VX375 V365355K18                       | Belt Part's Room: B207 | 7        |
| 900    | S8838       | V-Belt 3VX250 V#65355K11                       | Belt Part's Room: B204 | 15       |
| 901    | S8839       | V-Belt 3VX600                                  | Belt Part's Room: B206 | 4        |
| 902    | S8850       | V-Belts 3VX 750                                | Belt Part's Room: K401 | 0        |
| 903    | S8901       | 1/4 key stock                                  | Belt Part's Room: B308 | 18       |
| 904    | S8902       | Sumitomo Gearbox 6145Y-43                      | Motor Room: V13        | 1        |
| 905    | S8903       | SM-CYCLO Gearbox CNHJ-410SY8 1750rpm Input     | Motor Room: V120       | 2        |
| 906    | S8917       | Leather washer                                 | Belt Part's Room: K403 | 100      |
| 907    | S8918       | 2-14 tak screws                                | Belt Part's Room: K305 | 30       |
| 908    | S8920       | Keystock 1/8                                   | Belt Part's Room: B304 | 7        |
| 909    | S8921       | 3/16 Key stock                                 | Belt Part's Room: B306 | 13       |
| 910    | S8922       | 5/16 key stock                                 | Belt Part's Room: B307 | 16       |
| 911    | S8923       | Flat Bolt                                      | Belt Part's Room: M706 | 30       |
| 912    | S8924       | 1/2 key stock                                  | Belt Part's Room: B309 | 4        |
| 913    | S8938       | 7/16 x 2 hex cap screw                         | Belt Part's Room: M903 | 50       |
| 914    | S8947       | 3-1/4 Threaded Rod                             | Belt Part's Room: G301 | 7        |
| 915    | S8955       | 1/3 x 3 hex screw                              | Belt Part's Room: M303 | 70       |
| 916    | S8972       | Screw 1/2 x 2                                  | Belt Part's Room: M707 | 50       |
| 917    | S9006       | 3/8 Locking washers                            | Belt Part's Room: K608 | 30       |
| 918    | S9009       | 5/8 Locking washers                            | Belt Part's Room: K502 | 25       |
| 919    | S9029       | 1/4 x 20 x 3-1/3 Screw                         | Belt Part's Room: M302 | 30       |
| 920    | S9070       | Photoelectric Smoke Alarm                      | Belt Part's Room: J501 | 6        |
| 921    | S9755       | Fluorescent bulb F40T12                        | Belt Part's Room: K503 | 70       |
| 922    | S9821       | Flat head screws                               | Belt Part's Room: K406 | 50       |
| 923    | S9863       | Electra Gear gearbox Model 350 AKV1815 L/F 15- | Motor Room: V1         | 1        |
| 924    | S9884       | Coupling                                       | Belt Part's Room: C805 | 3        |
| 925    | S9885       | Tapered Bushing 1210 1-1/8                     | Belt Part's Room: D303 | 17       |
| 926    | S9886       | Electra Gearbox 26AC180RF                      | Motor Room: V1         | 1        |
| 927    | S9897       | Baldor Motor M3611T 182T fr 3 hp 1725 rpm      | Motor Room: V1         | 2        |
| 928    | S9880       | Flat head screws                               | Belt Part's Room: K407 | 35       |
| 929    | S9893       | Baldor Motor BM3558T 2HP RPM1725 145T          | Motor Room: V1         | 5        |
| 930    | S9973       | 38/6 roller 1610 TL                            | Belt Part's Room: E207 | 4        |
| 931    | S9976       | 38" Drive roller 1610 TL                       | Belt Part's Room: E206 | 3        |
| 932    | S9983       | 1-7/16 Shaft                                   | Belt Part's Room: G101 | 8.5      |



**THE PORT AUTHORITY OF NY & NJ**  
**PROCUREMENT DEPARTMENT**  
**ONE MADISON AVENUE, 7<sup>TH</sup> FL.**  
**NEW YORK, NY 10010**

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**TITLE: OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT  
CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK  
LIBERTY INTERNATIONAL AIRPORT TERMINALS**

**BID NO.: 23230**

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

**SITE VISIT: JANUARY 19, 2011 TIME: 10:00 AM**  
**QUESTIONS BY: JANUARY 21, 2011 TIME: 11:00 AM**  
**BID DUE DATE: JANUARY 27, 2011 TIME: 11:00 AM**

**BUYER NAME: RICHARD A. GREHL PHONE NO.: (212) 435-3941**  
**EMAIL: rgrehl@panynj.gov**

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

Oxford Electronics dba Oxford Airport Technical Services  
**(NAME OF BIDDING ENTITY)**

474 Marcham Ave.  
**(ADDRESS)**

Elmont, NY 11003  
**(CITY, STATE AND ZIP CODE)**

Anthony P. Dalia President & CEO (516) 326-6262  
**(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)**

(FEDERAL TAX I.D. NO.) (516) 775-2552  
**(FAX NO.)**

**BUSINESS CORPORATION**  **PARTNERSHIP**  **INDIVIDUAL**

OTHER (SPECIFY):

## **INVITATION FOR BID**

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

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## **PART I - STANDARD INFORMATION FOR BIDDERS**

### **1. Form and Submission of Bid**

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II - Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope with the Bidder's name and address conspicuously marked. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

### **2. Firm Offer**

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

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

### **3. Acceptance or Rejection of Bids**

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

### **4. Bidder's Questions**

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or

additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

**5. Additional Information To and From Bidders**

- a. Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

**6. Union Jurisdiction**

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

**7. Assessment of Bid Requirements**

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

**8. Bidder's Prerequisites**

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

**9. Qualification Information**

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

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
  1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.
  3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
  - c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
  - d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

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

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

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

#### **10. Facility Inspection**

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

#### **11. Available Documents - General**

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

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

#### **12. Pre-award Meeting**

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

### **13. Price Preference**

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

### **14. Good Faith Participation**

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 (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

### **15. Certification of Recycled Materials**

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

#### **Recycling Definitions:**

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

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

#### 16. City Payroll Tax

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

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

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

#### 17. Additional Bidder Information

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

**ATTACHMENT I A - Certified Environmentally Preferable Products/Practices**

Bidder Name: Oxford Date: 01/24/2011

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

**1. Packaging**

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

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

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

**2. Business Practices / Operations / Manufacturing**

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

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

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

**3. Training and Education**

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

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

**4. Certifications**

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

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

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

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

Anthony P. D'Alia Name

1/25/11 Date



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## **PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS**

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

### **1. Service(s) Required**

Operate and Maintain eighteen (18) Baggage Belt Conveyor Systems and Associated Carousels at Newark Liberty International Airport Terminals

### **2. Location(s) Services Required**

Terminal B International and Portions of Terminal A, as more fully described in the definition of "Facility" in the Specifications.

### **3. Expected Date of Commencement of Contract**

On or about May 1, 2011

### **4. Contract Type**

Service Contract

### **5. Duration of Contract**

3-years

### **6. Price Adjustment during Base Term (Index Based)**

Not Applicable

### **7. Option Period(s)**

There shall be one (1), 3 year Option Period

### **8. Price Adjustment during Option Period(s) (Index Based)**

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

### **9. Extension Period**

120-Day Applicable

### **10. Facility Inspection**

**Date and Time:** January 19, 2011 at 10:00 AM; location Building 80.

The Port Authority will conduct an on-site facility inspection for all parties interested in submitting bids on this contract. All Bidders are strongly encouraged to attend this Facility Inspection. All attendees are required to present two valid picture I.D.s to attend the facility inspection. No individual will be admitted to the Facility without presenting two valid picture I.D.s to the security officers.

To confirm attendance and/or receive travel directions please contact Mr. Genaro Pipitone 973-961-6075 Monday - Friday between the hours of 7:00 a.m. and 3:30 p.m. at least five (5) days before the site visit so that clearance can be obtained to enter secured areas.

#### **11. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of Baggage Handling Systems, carousels, web-based computerized maintenance management system and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of six (6) million USD annual gross income from the type of service required under this Contract.

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

#### **12. Bidder's Additional Submittal Requirements**

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

- a. A statement that an employee who performed a similar role at the Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;
- b. Supporting documentation that it provides or is capable of providing Health Benefits for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees", with

such Health Benefits to be provided within thirty (30) days of award of this Contract; and

c. The "Calculation of Hourly Rate" forms included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

### **13. Available Documents**

The following documents will be made available for reference and examination:  
There will be partial drawings available for review. No documents or drawings will be allowed to be taken off premises.

Copy of current contract 4600003890.

### **14. Attached Documents**

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached.  
See Attachment A (Current Wages)

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.

There is no guarantee that these wages will be the same at the commencement of the new Contract.

If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under contract 4600003890 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached active employee list.

**ATTACHMENT A**

Current Wages Contract # 4800003890

| First name | Job                       | Hrly/BWkly Rate | Annual salary |
|------------|---------------------------|-----------------|---------------|
| 1          | OXF BELT MAINTAINER       | \$18.50         | \$38,480.00   |
| 2          | OXF BELT MAINTAINER       | \$14.00         | \$29,120.00   |
| 3          | OXF BELT MAINTAINER       | \$14.00         | \$29,120.00   |
| 4          | OXF BELT MAINTAINER       | \$16.00         | \$33,280.00   |
| 5          | OXF BELT MAINTAINER       | \$15.50         | \$32,240.00   |
| 6          | OXF BELT MAINTAINER       | \$15.00         | \$31,200.00   |
| 7          | OXF BELT MAINTAINER       | \$13.50         | \$28,080.00   |
| 8          | OXF BELT MAINTAINER       | \$13.00         | \$27,040.00   |
| 9          | OXF BELT MAINTAINER       | \$13.50         | \$28,080.00   |
| 10         | OXF BELT MAINTAINER       | \$14.00         | \$29,120.00   |
| 11         | OXF BELT MAINTAINER       | \$15.00         | \$31,200.00   |
| 12         | OXF BELT MAINTAINER       | \$14.00         | \$29,120.00   |
| 13         | OXF BELT MAINTAINER       | \$14.00         | \$29,120.00   |
| 14         | OXF BELT MAINTAINER       | \$12.50         | \$26,000.00   |
| 15         | OXF BELT MAINTAINER       | \$12.50         | \$26,000.00   |
| 16         | OXF BELT MAINTAINER       | \$12.50         | \$26,000.00   |
| 17         | OXF BELT MAINTAINER       | \$12.50         | \$26,000.00   |
| 18         | OXF BELT MAINTAINER       | \$12.50         | \$26,000.00   |
| 19         | OXF BELT MAINTAINER       | \$11.50         | \$23,920.00   |
| 20         | OXF BELT MAINTAINER       | \$11.50         | \$23,920.00   |
| 21         | OXF BELT MAINTAINER       | \$11.50         | \$23,920.00   |
| 22         | OXF BELT MAINTAINER       | \$11.50         | \$23,920.00   |
| 23         | OXF BELT MAINTAINER       | \$11.50         | \$23,920.00   |
| 24         | OXF BELT MAINTAINER       | \$11.50         | \$23,920.00   |
| 25         | OXF BELT MECHANIC         | \$19.00         | \$39,520.00   |
| 26         | OXF BELT MECHANIC         | \$20.00         | \$41,600.00   |
| 27         | OXF BELT MECHANIC         | \$22.00         | \$45,760.00   |
| 28         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 29         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 30         | OXF BELT MECHANIC         | \$20.00         | \$41,600.00   |
| 31         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 32         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 33         | OXF BELT MECHANIC         | \$20.50         | \$42,840.00   |
| 34         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 35         | OXF BELT MECHANIC         | \$18.50         | \$38,480.00   |
| 36         | OXF BELT MECHANIC         | \$18.50         | \$38,480.00   |
| 37         | OXF BELT MECHANIC         | \$18.50         | \$38,480.00   |
| 38         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 39         | OXF BELT MECHANIC         | \$21.00         | \$43,680.00   |
| 40         | OXF BELT MECHANIC         | \$19.00         | \$39,520.00   |
| 41         | OXF BELT MECHANIC         | \$18.50         | \$38,480.00   |
| 42         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 43         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 44         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 45         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 46         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 47         | OXF BELT MECHANIC         | \$18.00         | \$37,440.00   |
| 48         | OXF BELT MECHANIC         | \$18.50         | \$38,480.00   |
| 49         | OXF BELT MECHANIC         | \$18.50         | \$38,480.00   |
| 50         | OXF BELT MECHANIC         | \$21.00         | \$43,680.00   |
| 51         | OXF BELT MECHANIC         | \$17.00         | \$35,360.00   |
| 52         | OXF BELT MECHANIC         | \$17.00         | \$35,360.00   |
| 53         | OXF BELT MECHANIC         | \$17.00         | \$35,360.00   |
| 54         | OXF BELT SUPERVISOR       | \$26.50         | \$55,120.00   |
| 55         | OXF BELT SUPERVISOR       | \$26.50         | \$55,120.00   |
| 56         | OXF BELT SUPERVISOR       | \$26.50         | \$55,120.00   |
| 57         | OXF BELT SUPERVISOR       | \$26.50         | \$55,120.00   |
| 58         | OXF MANAGER               | \$31.01         | \$64,500.00   |
| 59         | OXF MECHANIC/ELECTRIC PLC | \$26.50         | \$55,120.00   |
| 60         | OXF MECHANIC/ELECTRIC PLC | \$26.50         | \$55,120.00   |
| 61         | OXF MECHANIC/ELECTRIC PLC | \$25.50         | \$53,040.00   |
| 62         | OXF GENERAL MANAGER       | \$35.34         | \$73,500.00   |

**PART III - CONTRACT SPECIFIC TERMS AND CONDITIONS,  
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## PART III - CONTRACT SPECIFIC TERMS AND CONDITIONS

### 1. General Agreement

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

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

### 2. Duration

- a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

### 3. Payment

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within forty-five (45) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the

difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

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

All Contract prices submitted by the Contractor and agreed to by Port Authority shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Part III page 2" in paragraph 2 part c, hereof) 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"). In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period.

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve-month anniversary of the Commencement Date of this Contract.

The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

Effective on the first day of each Option Period exercised (excluding the 120 day Extension Period) hereunder, the amounts payable shall be adjusted as follows:

For the first year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2012 and November 2013. 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 November 2013 and the denominator of which is the Price Index for November 2012. The resulting product shall be the amounts payable to the Contractor in the first year of the three (3) year Option Period.

For the second year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2013 and November 2014. The amounts payable to the Contractor in the first year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2014 and the denominator of which is the Price Index for November 2013. The resulting product shall be the amounts payable to the Contractor in the second year of the three (3) year Option Period.

For the third year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2014 and November 2015. The amounts payable to the Contractor in the second year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2015 and the denominator of which is the Price Index for November 2014. The resulting product shall be the amounts payable to the Contractor in the third year of the three (3) year Option Period.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

In the event the amounts payable to the Contractor as set forth on the Pricing Sheet(s) shall be adjusted hereunder, then, simultaneously with such adjustment, the Average Hourly/Annual Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly/Annual Rate Form" and accepted by Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in the Form of Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period.

In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a Contractor from raising wages or increasing benefits at its own discretion.

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.

The amounts payable to the Contractor for service costs for the 120-day Extension Period shall not be subject to adjustment. Labor and service costs for the 120-day Extension Period shall be the same as in effect during the contract year prior to the start of the 120-day Extension Period.

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

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

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

I. If the Contractor fails to have the required number of employees on duty for Classified Work specified in this Agreement or for the full time required for any such Classified Work or if said employees fail to fully perform all services pertaining to any such Classified Work, as same are set for in this Agreement, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Classified Work.

II. If the Contractor fails to assign a Systems Engineer and/or the Systems Engineer fails to perform the function of the Systems Engineer at the In-Line CTX Control Room, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the charge per hour applicable to said deficient performance as set forth on the Contractor's Bid Sheets (as said charge may be adjusted, pursuant to the provisions of this

Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Work.

III. If the Systems Engineer is to be found deficient or lacking the necessary experience to carry out his/her duties then the monthly amount payable hereunder shall be reduced by an amount equal to five thousand dollars (\$5,000.00) per month until a suitable Systems Engineer is hired by the Contractor.

IV. If the Contractor fails to assign the Manager as required in this Agreement or if said Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the Manager was not assigned to or fully performing the required Work.

V. If the Contractor fails to assign the Supervisor as required in this Agreement or if said supervisor is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required Supervisor was not assigned to or fully performing the required Work.

VI. If the Contractor fails to assign the General Site Manager as required in this Agreement or if said General Site Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required General Site Manager was not assigned to or fully performing the required Work.

VII. In the event that the required vehicle(s) is/are out of service, the Contractor must obtain a replacement vehicle to perform the required tasks. If the Contractor fails to provide a replacement vehicle within sixteen (16) hours, then the monthly compensation due the Contractor will be reduced by three-hundred dollars (\$300.00) for each day the required vehicle is not available for use.

VIII. In the event the Contractor deviates without permission from the Port Authority Manager any scheduled preventive maintenance (PM) or approved Non-Routine work, eight (8) hours of a Mechanic's hourly billable rate multiplied by two hundred percent (200%) will be deducted from the invoice.

IX. In the event the Contractor does not provide a minimum of two (2) weeks projected look ahead for all scheduled PM's based on the manufacturer of the Baggage Handling System (BHS) recommended Routines, as well as all approved Non-Routines, the monthly invoice will be reduced by one-hundred dollars (\$100.00) per day the schedule is unavailable to the Port Authority Manager for approval.

X. In the event the Contractor does not have an approved working Computer Maintenance Management System (CMMS) implemented within 30 days of the award of the Contract that is web-based in accordance with the Specifications in Part V of this Contract or does not provide for technical support of the six (6) approved users as authorized by the General Manager, the monthly invoice will be reduced by five hundred dollars (\$500.00) per day the system is either not available to the Port Authority Staff or is not updated within 24 hours with current information and work orders.

XI. Completion of any PM, Non-Routine or any other work performed under this Contract by the Contractor must be performed to the satisfaction of the Port Authority Manager. If work is not completed to the satisfaction of the Manager then the work will be completed/reworked to the satisfaction of the Manager without charge to the Port Authority. No extra labor will be charged and the Contractor shall expect no deviation from any scheduled maintenance or Non-Routine. If any Routine or Non-Routine is deviated to complete the unsatisfactory work it must be approved by the Manager and if not approved the invoice will be reduced by the amount described in paragraph VIII.

XII. If the Contractor fails to respond to an emergency as declared by the General Manager within the time frames outlined for the Contractor in Part V entitled "Emergency Response", the monthly invoice will be reduced by one hundred dollars (\$100.00) per hour over the acceptable response time until Contractor has mobilized to address the emergency.

XIII. If the Contractor fails to provide any records, payroll, invoices, written documents on accidents and the like within a reasonable time period (3-days) the Contractor's current invoice will be reduced by \$75.00 per day (not to exceed \$1,500.00 per month) until the satisfactory paper work has been submitted.

XIV. If the Contractor fails to provide the required number of radios to its staff on the first day of the Contract, the monthly invoice will be reduced by \$200.00 per radio per day for each radio not provided as required by Contract to a maximum of \$1000.00 per radio per month until the necessary radios are provided. This includes any radios missing or out of service or not on the person/persons working on this contract who are required to have said radio communication if found by the Port Authority Manager.

XV. If the Contractor's employee is found to be out of uniform or the uniform is found to be tattered in any way, the Manager may reduce the invoice by \$50.00 per hour until the employee has remedied the situation.

- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

## 6. Insurance

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 a contractual liability endorsement 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 - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 25 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ 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 cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. 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 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 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 result 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), 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 Contract 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#3602N]

### **7. Increase and Decrease in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas, which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than 24 hours, said changes to be effective upon the date specified in said notice.

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

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

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

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

### **8. Extra Work**

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

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

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

subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

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

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

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within 48 hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 6 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

1. SIGNATURE SHEET ..... 2

2. NAME AND RESIDENCE OF PRINCIPALS SHEET ..... 3

3. PRICING SHEET(S) ..... 4

    Entry of Prices ..... 4

4. CALCULATION OF HOURLY RATE FORM ..... 5

Commission Expires June 30, 2010  
 Office of Professional Regulation  
 150 Nassau Street, 15th Floor  
 New York, NY 10038

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

**1. SIGNATURE SHEET**

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

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

Bidding Entity Oxford Airport Technical Services  
Bidder's Address 474 MEACHAM AVENUE  
City, State, Zip ELMONT New York 11003  
Telephone No. 516-326-6262 FAX 516-775-2552  
Email ADA@OXFORD1.com EIN#         

SIGNATURE [Signature] Date 1/25/11  
Print Name and Title ANTHONY P. DALIA President/CEO

**ACKNOWLEDGEMENT:**

STATE OF: New York  
COUNTY OF: NASSAU

On this 25<sup>th</sup> day of JANUARY, 2011, personally came before me, Anthony P. Dalia who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

**CARLA FRATELLA**  
Notary Public, State of New York  
No. 01FR8189821  
Qualified in Nassau County  
Commission Expires June 30, 2012

[Signature]  
Notary Public

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

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

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

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

**PART IV - 2**

01-23-11P12:35 RCVD

**2. NAME AND RESIDENCE OF PRINCIPALS SHEET**

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

NAME

TITLE

ADDRESS OF RESIDENCE

(Do not give business address)

ANTHONY P. DALIA P.E.

President/CEO

01-28-11P 12:35 RCVD

### 3. PRICING SHEET(S)

#### Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each subsequent year.

#### **4. CALCULATION OF HOURLY RATE FORM**

##### **INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM**

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

PROPOSER NAME

Oxford

PROPOSAL NUMBER

23230

YEAR 1

General Site Manager

**FULL-TIME EMPLOYEES FORM**

ITEM #1

AVERAGE ANNUAL SALARY

\$ 37,291

NUMBER OF EMPLOYEES

1

ITEM #2

AVERAGE HEALTH BENEFITS

HEALTH

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

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

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

SPECIFY \_\_\_\_\_

SUB TOTAL (ITEMS # 1, 2 & 3)

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

sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.85

N.Y.S.U.I./N.I.S.U.I.

\$ 0.75

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.18

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 1.33

OTHER TAXES AND INSURANCE

\$ 0.43

SPECIFY w/comp

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

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

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE\$ \_\_\_\_\_

SPECIFY city tax

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD

AND PROFIT

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

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

\$ 57.35

01-20-11 12:55 RVD

PROPOSER NAME: OXFORD

PROPOSAL NUMBER 23230

YEAR 1  
Baggage Belts  
Manager

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE ANNUAL SALARY

\$ 32,72

NUMBER OF EMPLOYEES

**ITEM #2**

AVERAGE HEALTH BENEFITS

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

HEALTH

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

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

SPECIFY \_\_\_\_\_

SUB TOTAL (ITEMS # 1, 2 & 3)

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

sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.50

N.Y.S.U.I./N.J.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.15

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 1.16

OTHER TAXES AND INSURANCE

\$ 0.33

SPECIFY \_\_\_\_\_

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

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

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE\$ \_\_\_\_\_

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD

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

AND PROFIT

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

\$ 51.14

01-28-11P12:35 ACVD

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

**PART IV - 7**

PROPOSER NAME

Oxford

PROPOSAL NUMBER

23230

YEAR I

Supervisor

Supervisor

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES

\$ 27.96

NUMBER OF EMPLOYEES

ITEM #2

AVERAGE HEALTH BENEFITS  
HEALTH

\$

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

\$

VACATION ALLOWANCE

\$

SICK TIME ALLOWANCE

\$

PENSION

\$

WELFARE

\$

OTHER SUPPLEMENTAL BENEFITS

\$

SPECIFY

SUB TOTAL (ITEMS # 1, 2 & 3)

\$

sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.14

N.Y.S.U.L./N.J.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.13

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 0.99

OTHER TAXES AND INSURANCE

\$ 0.28

SPECIFY

ITEM #5

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$

UNIFORMS

\$

EQUIPMENT

\$

MATERIALS

\$

SUPPLIES

\$

RELIEF

\$

ROLL CALL

\$

OTHER COMPONENTS NOT SPECIFIED ABOVE \$

SPECIFY

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$

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

\$

44.74

PART IV - 8

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

Rev. 2/12/10 (PA/PATH)

01-28-11P12:35 RCVD

PROPOSER NAME: Oxford

PROPOSAL NUMBER: 23230

YEAR: 2011

Systems Engineer

Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM # 1**

AVERAGE HOURLY DIRECT WAGES

\$ 26.90

NUMBER OF EMPLOYEES

**ITEM # 2**

AVERAGE HEALTH BENEFITS

HEALTH

\$

**ITEM # 3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF

DAYS PROVIDED

HOLIDAY ALLOWANCE

\$

VACATION ALLOWANCE

\$

SICK TIME ALLOWANCE

\$

PENSION

\$

WELFARE

\$

OTHER SUPPLEMENTAL BENEFITS

\$

SPECIFY

SUB TOTAL (ITEMS # 1, 2 & 3)

\$

sub total 1, 2 & 3

**ITEM # 4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$

2.06

N.Y.S.U.I./N.I.S.U.I.

\$

0.35

F.U.I.

\$

0.03

WORKERS' COMPENSATION

\$

0.13

GENERAL LIABILITY INSURANCE

\$

0.17

DISABILITY INSURANCE

\$

0.96

OTHER TAXES AND INSURANCE

\$

0.27

SPECIFY

**ITEM # 5**

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$

UNIFORMS

\$

EQUIPMENT

\$

MATERIALS

\$

SUPPLIES

\$

RELIEF

\$

ROLL CALL

\$

OTHER COMPONENTS NOT SPECIFIED ABOVE\$

SPECIFY

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD

AND PROFIT

\$

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

\$

43.32

01-28-11P12:35 RCWJ

PROPOSER NAME: OXFORD PROPOSAL NUMBER: 23230

YEAR 11  
Baggage Belts  
Mechanic

**FULL-TIME EMPLOYEES FORM**

ITEM # 1  
 AVERAGE HOURLY DIRECT WAGES \$ 19.41  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM # 2  
 AVERAGE HEALTH BENEFITS HEALTH \$ \_\_\_\_\_

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

|                              |          |                    |
|------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE            | \$ _____ | _____              |
| VACATION ALLOWANCE           | \$ _____ | _____              |
| SICK TIME ALLOWANCE          | \$ _____ | _____              |
| PENSION                      | \$ _____ | _____              |
| WELFARE                      | \$ _____ | _____              |
| OTHER SUPPLEMENTAL BENEFITS  | \$ _____ | _____              |
| SPECIFY _____                |          |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3) | \$ _____ | sub total 1, 2 & 3 |

ITEM # 4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>1.49</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>0.35</u> |
| F.U.I.                      | \$ <u>0.03</u> |
| WORKERS' COMPENSATION       | \$ <u>0.09</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.17</u> |
| DISABILITY INSURANCE        | \$ <u>0.69</u> |
| OTHER TAXES AND INSURANCE   | \$ <u>0.19</u> |
| SPECIFY _____               |                |

ITEM # 5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ _____ |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 36.87

01-28-11 12:35 RCVD

PROPOSER NAME: Oxford PROPOSAL NUMBER: 23230

YEAR: 1

Baggage Belts

Baggage Belt Maintainer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES \$ 13.47

NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**

AVERAGE HEALTH BENEFITS

HEALTH \$ \_\_\_\_\_

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ \_\_\_\_\_

VACATION ALLOWANCE \$ \_\_\_\_\_

SICK TIME ALLOWANCE \$ \_\_\_\_\_

PENSION \$ \_\_\_\_\_

WELFARE \$ \_\_\_\_\_

OTHER SUPPLEMENTAL BENEFITS \$ \_\_\_\_\_

SPECIFY \_\_\_\_\_

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

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 1.07

N.Y.S.U.I./N.J.S.U.I. \$ 0.35

F.U.I. \$ 0.03

WORKERS' COMPENSATION \$ 0.07

GENERAL LIABILITY INSURANCE \$ 0.17

DISABILITY INSURANCE \$ 0.50

OTHER TAXES AND INSURANCE \$ 0.14

SPECIFY \_\_\_\_\_

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ \_\_\_\_\_

UNIFORMS \$ \_\_\_\_\_

EQUIPMENT \$ \_\_\_\_\_

MATERIALS \$ \_\_\_\_\_

SUPPLIES \$ \_\_\_\_\_

RELIEF \$ \_\_\_\_\_

ROLL CALL \$ \_\_\_\_\_

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ \_\_\_\_\_

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 29.68

01-20-11P12:35 RCVD

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

PART IV - 11



PROPOSER NAME: OXFORD PROPOSAL NUMBER: 23230

YEAR 2  
Baggage Belts  
Manager

**FULL-TIME EMPLOYEES FORM**

ITEM # 1  
AVERAGE ANNUAL SALARY \$ 32,72  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM # 2  
AVERAGE HEALTH BENEFITS HEALTH \$ \_\_\_\_\_

|                             |   |                         |
|-----------------------------|---|-------------------------|
| ITEM # 3                    | AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE           | \$ _____  | _____                   |
| VACATION ALLOWANCE          | \$ _____  | _____                   |
| SICK TIME ALLOWANCE         | \$ _____  | _____                   |
| PENSION                     | \$ _____  | _____                   |
| WELFARE                     | \$ _____  | _____                   |
| OTHER SUPPLEMENTAL BENEFITS | \$ _____  | _____                   |
| SPECIFY _____               |   |                         |

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

ITEM # 4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                             |                |
|-----------------------------|----------------|
| F.I.C.A.                    | \$ <u>2.50</u> |
| N.Y.S.U.I./N.J.S.U.I.       | \$ <u>0.35</u> |
| F.U.I.                      | \$ <u>0.03</u> |
| WORKERS' COMPENSATION       | \$ <u>0.15</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.17</u> |
| DISABILITY INSURANCE        | \$ <u>1.16</u> |
| OTHER TAXES AND INSURANCE   | \$ <u>0.33</u> |
| SPECIFY _____               |                |

ITEM # 5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | _____    |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 51.14

01-28-11P12:36 RCVD

PROPOSER NAME

Oxford

PROPOSAL NUMBER

23230

YEAR 2

Baggage Belts

Supervisor

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES

\$ 27.96

NUMBER OF EMPLOYEES

ITEM #2

AVERAGE HEALTH BENEFITS

\$ 5

HEALTH

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE

\$

VACATION ALLOWANCE

\$

SICK TIME ALLOWANCE

\$

PENSION

\$

WELFARE

\$

OTHER SUPPLEMENTAL BENEFITS

\$

SPECIFY

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.14

N.Y.S.U.I./N.I.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.13

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 0.99

OTHER TAXES AND INSURANCE

\$ 0.28

SPECIFY

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$

UNIFORMS

\$

EQUIPMENT

\$

MATERIALS

\$

SUPPLIES

\$

RELIEF

\$

ROLL CALL

\$

OTHER COMPONENTS NOT SPECIFIED ABOVE

SPECIFY

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT

\$

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

\$ 44.74

PART IV - 14

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

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: Oxford

PROPOSAL NUMBER: 23230

YEAR 2

Baggage Belts

Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES

\$ 26.90

NUMBER OF EMPLOYEES

1

**ITEM #2**

AVERAGE HEALTH BENEFITS

\$ 0.00

HEALTH

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE

\$ 0.00

VACATION ALLOWANCE

\$ 0.00

SICK TIME ALLOWANCE

\$ 0.00

PENSION

\$ 0.00

WELFARE

\$ 0.00

OTHER SUPPLEMENTAL BENEFITS

\$ 0.00

SPECIFY \_\_\_\_\_

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ \_\_\_\_\_ sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.06

N.Y.S.U.I./N.J.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.13

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 0.96

OTHER TAXES AND INSURANCE

\$ 0.27

SPECIFY \_\_\_\_\_

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

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

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE

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

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT

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

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

\$ 43.32

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

PART IV - 15

PROPOSER NAME: Oxford

PROPOSAL NUMBER: 23230

YEAR: 2011

Barbage Belts

Specialty Mechanic

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES

\$ 19.41

NUMBER OF EMPLOYEES

**ITEM #2**

AVERAGE HEALTH BENEFITS  
HEALTH

\$ 0.00

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

\$ 0.00

VACATION ALLOWANCE

\$ 0.00

SICK TIME ALLOWANCE

\$ 0.00

PENSION

\$ 0.00

WELFARE

\$ 0.00

OTHER SUPPLEMENTAL BENEFITS  
SPECIFY \_\_\_\_\_

\$ 0.00

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ 19.41 sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 1.49

N.Y.S.U.I./N.J.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.09

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 0.69

OTHER TAXES AND INSURANCE

\$ 0.19

SPECIFY \_\_\_\_\_

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

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

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE  
SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$ 0.00

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

\$ 30.87

PROPOSER NAME Oxford

PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts  
Baggage Belt Maintainer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES

\$ 13.97

NUMBER OF EMPLOYEES

**ITEM #2**

AVERAGE HEALTH BENEFITS

HEALTH

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

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

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

SPECIFY \_\_\_\_\_

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ \_\_\_\_\_ sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 1.07

N.Y.S.U.I./N.J.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.07

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 0.50

OTHER TAXES AND INSURANCE

\$ 0.14

SPECIFY \_\_\_\_\_

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

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

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

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

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

\$ 29.68

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

PART IV - 17

PROPOSER NAME: Oxford PROPOSAL NUMBER: 23230

YEAR 3  
Bagege Belts  
General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1  
AVERAGE ANNUAL SALARY \$ 37,290  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
HEALTH \$ \_\_\_\_\_

|         |   |                             |
|---------|---|-----------------------------|
| ITEM #3 | AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | NUMBER OF DAYS PROVIDED     |
|         | HOLIDAY ALLOWANCE   | \$ _____                    |
|         | VACATION ALLOWANCE  | \$ _____                    |
|         | SICK TIME ALLOWANCE                                       | \$ _____                    |
|         | PENSION   | \$ _____                    |
|         | WELFARE   | \$ _____                    |
|         | OTHER SUPPLEMENTAL BENEFITS                               | \$ _____                    |
|         | SPECIFY _____   |                             |
|         | SUB TOTAL (ITEMS # 1, 2 & 3)                              | \$ _____ sub total 1, 2 & 3 |

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>2.85</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>0.35</u> |
| F.U.I.                         | \$ <u>0.03</u> |
| WORKERS' COMPENSATION          | \$ <u>0.18</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>0.17</u> |
| DISABILITY INSURANCE           | \$ <u>1.33</u> |
| OTHER TAXES AND INSURANCE      | \$ <u>0.43</u> |
| SPECIFY <u>city tax w/comp</u> |                |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ _____ |
| SPECIFY <u>city tax</u>              |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 57.35

PROPOSER NAME: Oxford

PROPOSAL NUMBER: 23230

YEAR 3

Baggage Belts

Manager

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
AVERAGE ANNUAL SALARY

\$ 32,72

NUMBER OF EMPLOYEES

ITEM #2

AVERAGE HEALTH BENEFITS  
HEALTH

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

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF  
DAYS PROVIDED

HOLIDAY ALLOWANCE

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

VACATION ALLOWANCE

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

SICK TIME ALLOWANCE

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

PENSION

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

WELFARE

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

OTHER SUPPLEMENTAL BENEFITS

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

SPECIFY \_\_\_\_\_

SUB TOTAL (ITEMS # 1, 2 & 3)

\$ \_\_\_\_\_ sub total 1, 2 & 3.

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.50

N.Y.S.U.I./N.J.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.15

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 1.16

OTHER TAXES AND INSURANCE

\$ 0.33

SPECIFY \_\_\_\_\_

ITEM #5

AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

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

UNIFORMS

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

EQUIPMENT

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

MATERIALS

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

SUPPLIES

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

RELIEF

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

ROLL CALL

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

OTHER COMPONENTS NOT SPECIFIED ABOVE

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD,  
AND PROFIT

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

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

\$ 51.14

PART IV - 19

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

Rev. 2/12/10 (PA/PATH)

PROPOSER NAME: Oxford

PROPOSAL NUMBER: 23230

YEAR 3

Supervisor

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
AVERAGE HOURLY DIRECT WAGES

\$ 27.96

NUMBER OF EMPLOYEES

**ITEM #2**  
AVERAGE HEALTH BENEFITS  
HEALTH

\$

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

HOLIDAY ALLOWANCE

\$

VACATION ALLOWANCE

\$

SICK TIME ALLOWANCE

\$

PENSION

\$

WELFARE

\$

OTHER SUPPLEMENTAL BENEFITS

\$

SPECIFY

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

**ITEM #4**  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$ 2.14

N.Y.S.U.I./N.J.S.U.I.

\$ 0.35

F.U.I.

\$ 0.03

WORKERS' COMPENSATION

\$ 0.13

GENERAL LIABILITY INSURANCE

\$ 0.17

DISABILITY INSURANCE

\$ 0.99

OTHER TAXES AND INSURANCE

\$ 0.28

SPECIFY

**ITEM #5**  
AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$

UNIFORMS

\$

EQUIPMENT

\$

MATERIALS

\$

SUPPLIES

\$

RELIEF

\$

ROLL CALL

\$

OTHER COMPONENTS NOT SPECIFIED ABOVE

SPECIFY

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT

\$

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

\$ 44.74

PROPOSER NAME: ONFORD SYSTEMS ENGINEERS PROPOSAL NUMBER: 23230

YEAR 3

Baggage Belts

ONFORD Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
AVERAGE HOURLY DIRECT WAGES \$ 26.90  
NUMBER OF EMPLOYEES 1

**ITEM #2**  
AVERAGE HEALTH BENEFITS HEALTH \$           

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

|                                     |                      |                   |
|-------------------------------------|----------------------|-------------------|
| HOLIDAY ALLOWANCE                   | \$ <u>          </u> | <u>          </u> |
| VACATION ALLOWANCE                  | \$ <u>          </u> | <u>          </u> |
| SICK TIME ALLOWANCE                 | \$ <u>          </u> | <u>          </u> |
| PENSION                             | \$ <u>          </u> | <u>          </u> |
| WELFARE                             | \$ <u>          </u> | <u>          </u> |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY | \$ <u>          </u> | <u>          </u> |

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

**ITEM #4**  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                   |                |
|-----------------------------------|----------------|
| F.I.C.A.                          | \$ <u>2.06</u> |
| N.Y.S.U.I./N.J.S.U.I.             | \$ <u>0.35</u> |
| F.U.I.                            | \$ <u>0.03</u> |
| WORKERS' COMPENSATION             | \$ <u>0.13</u> |
| GENERAL LIABILITY INSURANCE       | \$ <u>0.17</u> |
| DISABILITY INSURANCE              | \$ <u>0.46</u> |
| OTHER TAXES AND INSURANCE SPECIFY | \$ <u>0.27</u> |

**ITEM #5**  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |                      |
|--|----------------------|
| VEHICLE/MTCE/FUEL                            | \$ <u>          </u> |
| UNIFORMS                                     | \$ <u>          </u> |
| EQUIPMENT                                    | \$ <u>          </u> |
| MATERIALS                                    | \$ <u>          </u> |
| SUPPLIES                                     | \$ <u>          </u> |
| RELIEF                                       | \$ <u>          </u> |
| ROLL CALL                                    | \$ <u>          </u> |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY | \$ <u>          </u> |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$           

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 43.32

PROPOSER NAME: Oxford

PROPOSAL NUMBER: 23230

YEAR 3  
Baggage Belts  
Mechanics

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
AVERAGE HOURLY DIRECT WAGES  
NUMBER OF EMPLOYEES

\$ 19.41  
31

ITEM #2  
AVERAGE HEALTH BENEFITS  
HEALTH

\$           

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

HOLIDAY ALLOWANCE  
VACATION ALLOWANCE  
SICK TIME ALLOWANCE  
PENSION  
WELFARE  
OTHER SUPPLEMENTAL BENEFITS  
SPECIFY \_\_\_\_\_

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

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

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.  
N.Y.S.U.I./N.J.S.U.I.  
F.U.I.  
WORKERS' COMPENSATION  
GENERAL LIABILITY INSURANCE  
DISABILITY INSURANCE  
OTHER TAXES AND INSURANCE  
SPECIFY \_\_\_\_\_

\$ 1.49  
\$ 0.35  
\$ 0.03  
\$ 0.09  
\$ 0.17  
\$ 0.69  
\$ 0.19

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL  
UNIFORMS  
EQUIPMENT  
MATERIALS  
SUPPLIES  
RELIEF  
ROLL CALL  
OTHER COMPONENTS NOT SPECIFIED ABOVE  
SPECIFY \_\_\_\_\_

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

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT

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

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 36.87

PROPOSER NAME

Oxford

PROPOSAL NUMBER

23230

YEAR 3

Baggage Belts

Baggage Belt Maintainer

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES

\$ 13.97

NUMBER OF EMPLOYEES

ITEM #2

AVERAGE HEALTH BENEFITS

HEALTH

\$

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE

\$

VACATION ALLOWANCE

\$

SICK TIME ALLOWANCE

\$

PENSION

\$

WELFARE

\$

OTHER SUPPLEMENTAL BENEFITS

\$

SPECIFY

SUB TOTAL (ITEMS # 1, 2 & 3)

\$

sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.

\$

1.07

N.Y.S.U.I./N.J.S.U.I.

\$

0.35

F.U.I.

\$

0.03

WORKERS' COMPENSATION

\$

0.07

GENERAL LIABILITY INSURANCE

\$

0.17

DISABILITY INSURANCE

\$

0.50

OTHER TAXES AND INSURANCE

\$

0.14

SPECIFY

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL

\$

UNIFORMS

\$

EQUIPMENT

\$

MATERIALS

\$

SUPPLIES

\$

RELIEF

\$

ROLL CALL

\$

OTHER COMPONENTS NOT SPECIFIED ABOVE\$

SPECIFY

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD

AND PROFIT

\$

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

\$

29.68

**PRICING SHEET (S) YEAR ONE**

| ITEM     | Classified Work Description         | Estimated Annual Hours | X Cost Per Hour | = Estimated Year One Cost |
|----------|-------------------------------------|------------------------|-----------------|---------------------------|
| Item A.1 | Systems Engineer                    | 9,000                  | X \$ 43.32      | = \$ 389,880.00           |
| Item A.2 | Baggage Belt Mechanic (Routine)     | 61,500                 | X \$ 36.87      | = \$ 2,267,505.00         |
| Item A.3 | Baggage Belt Mechanic (Non-Routine) | 8,200                  | X \$ 36.87      | = \$ 302,334.00           |
| Item A.4 | Baggage Belt Maintainers            | 50,000                 | X \$ 29.68      | = \$ 1,484,000.00         |
| Item A.5 | Supervisor                          | 8,750                  | X \$ 44.74      | = \$ 391,475.00           |
| Item A.6 | Manager                             | 2,080                  | X \$ 51.14      | = \$ 106,371.20           |
| Item A.7 | General Site Manager                | 2,080                  | X \$ 57.35      | = \$ 119,288.00           |

Item A.8 Estimated Total Year One Cost For Classified Work (Sum of A.1+A.2+A.3+A.4+A.5+A.6+A.7) = \$ 5,060,853.20

**PRICING SHEET (S) YEAR TWO**

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour | = Estimated Year Two Cost    |
|----------|--|------------------------|-----------------|------------------------------|
| Item B.1 | Systems Engineer   | 9,000                  | X \$43.32       | = \$389,880. <sup>00</sup>   |
| Item B.2 | Baggage Belt Mechanic (Routine)  | 81,500                 | X \$26.81       | = \$2,267,505. <sup>00</sup> |
| Item B.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$36.81       | = \$302,334. <sup>00</sup>   |
| Item B.4 | Baggage Belt Maintainers   | 50,000                 | X \$29.68       | = \$1,484,000. <sup>00</sup> |
| Item B.5 | Supervisor   | 8,750                  | X \$44.74       | = \$391,475. <sup>00</sup>   |
| Item B.6 | Manager  | 2,080                  | X \$51.14       | = \$106,371. <sup>20</sup>   |
| Item B.7 | General Site Manager   | 2,080                  | X \$57.35       | = \$119,288. <sup>00</sup>   |
| Item B.8 | Estimated Total Year Two Cost For Classified Work (Sum of B.1+B.2+B.3+B.4+B.5+B.6+B.7) |                        |                 | = \$5,060,853. <sup>20</sup> |

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**PRICING SHEET (S) YEAR THREE**

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour | = Estimated Year Three Cost   |
|----------|--|------------------------|-----------------|-------------------------------|
| Item C.1 | Systems Engineer   | 9,000                  | X \$ 43.32      | = \$ 389,880. <sup>00</sup>   |
| Item C.2 | Baggage Belt Mechanic (Routine)  | 81,500                 | X \$ 36.81      | = \$ 3,002,000. <sup>00</sup> |
| Item C.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$ 36.81      | = \$ 302,334. <sup>00</sup>   |
| Item C.4 | Baggage Belt Maintainers   | 50,000                 | X \$ 29.68      | = \$ 1,484,000. <sup>00</sup> |
| Item C.5 | Supervisor   | 8,750                  | X \$ 44.74      | = \$ 391,475. <sup>00</sup>   |
| Item C.6 | Manager  | 2,080                  | X \$ 51.14      | = \$ 106,371. <sup>20</sup>   |
| Item C.7 | General Site Manager   | 2,080                  | X \$ 57.35      | = \$ 119,288. <sup>00</sup>   |
| Item C.8 | Estimated Total Year Three Cost For Classified Work (Sum of C.1+C.2+C.3+C.4+C.5+C.6+C.7) |                        |                 | = \$ 5,060,853. <sup>20</sup> |

01-28-11P12:36 RCVD

**PRICING SHEET (S)**

**Compenstation For Parts And Materials Purchased Years One, Two, Three (1,2,3) Base Term**

| ITEM | Estimated 3 Yrs. Net Cost Of Parts/Materials | Contractor's Mark Up, Down or Zero % | Contractor's Fee        | Estimated 3 Yrs. Net Cost Of Parts/Materials | Estimated Total Cost Three (3) Years |
|------|--|--------------------------------------|-------------------------|--|--------------------------------------|
| D.1  | \$ 900,000.00 X                              | % <u>4.75</u>                        | = \$ <u>42,750.00</u> + | \$ 900,000.00 =                              | \$ <u>942,750.00</u>                 |

**COST OF VEHICLE; SIX (6) PASSENGER FULL-SIZE PICK-UP WITH POWER LIFT GATE**

|     | COST OF VEHICLE PER YEAR | THREE (3) YEAR BASE TERM | Estimated Total Cost Three (3) Years |
|-----|--------------------------|--------------------------|--------------------------------------|
| E.1 | \$ <u>12,481.00</u> X    | 3-YEARS                  | = \$ <u>37443.00</u>                 |

01-23-11P12:36 RCVD

**COST FOR SPECIALIZED SOFTWARE AND HARDWARE SUPPORT FOR TSA SECURITY TRACKING SYSTEM AND FOR ANY MODIFICATION AND/OR RECERTIFICATION**

|     | Estimated 3 Yrs. Net Cost Of Services/ Parts | Contractor's Mark Up, Down or Zero % | Contractor's Fee       | Estimated 3 Yrs. Net Cost Of Services/ Parts | Estimated Total Cost Three (3) Years |
|-----|--|--------------------------------------|------------------------|--|--------------------------------------|
| F.1 | \$ 600,000.00 X                              | % <u>4.75</u>                        | = \$ <u>28500.00</u> + | \$ 600,000.00 =                              | \$ <u>628,500.00</u>                 |

\*\* Includes MCS Automation Div. of MCS Electrical Contracting, Inc.'s quoted pricing of \$137,809.00.

PRICING SHEET (S)

COST FOR UNFORSEEN WORK USED AT THE DISCRETION OF THE MANAGER (EXAMPLE:  
SUPPORT TO SOFTWARE TECHNICIANS, CONSTRUCTION SUPPORT, REHABS,  
RECONDITIONING OF EQUIPMENT, ETC.

| ITEM | JOB CLASSIFICATION | COST PER HOUR | ESTIMATED HOURS | EST. TOTAL COST THREE (3) YEAR BASE TERM |
|------|--------------------|---------------|-----------------|--|
| G.1  | MECHANIC           | \$ 36.87      | X 10,000        | = \$ 368,700.00                          |

TOTAL ESTIMATED CONTRACT PRICE FOR THREE (3) YEAR BASE TERM (Sum  
A.8+B8+C8+D1+E1+F1+G1) = \$ 17,159,952.60

Seventeen Million One hundred Fifty Nine thousand  
Nine hundred Fifty Two Dollars add 60/100

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## **PART V - SPECIFICATIONS**

### **1. Specific Definitions**

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

**Facility** - shall mean Newark Liberty International Airport

**BHS** - shall mean baggage handling systems

**General Manager** - shall mean Port Authority of NY&NJ Contract Administrator/s

**General Site Manager** - shall mean the General Site Manager provided by the Contractor as a contract requirement.

**Manager** - shall mean the Contractor's direct manager of supervisory staff.

**Supervisor** - Shall mean the Contractor's employee administering work orders, repairs, and all other duties scheduled by the Manager for the operation and maintenance of the BHS.

**Systems Engineer** - shall mean engineer or systems engineer both meaning the same under this Contract.

**Mechanic** - shall mean the Contractor's employee responsible to perform any and all maintenance work pertaining to the care, repair, installation, replacement, and modification on any and all equipment both electrical and mechanical attached to the BHS including PLC's.

**Baggage Belt Maintainer** - Shall mean one who is responsible for keeping baggage containers from building up on belts and carousels by removing them to various locations for usage by the airlines.

**ELECTRICIAN**: Contractor or its authorized subcontractor as approved by the Port Authority is to have a licensed class A electrician by the State of New Jersey. All electrical work is to be performed under a licensed class A electrician by the State of New Jersey.

**CERTIFIED WELDER/CUTTER**: The Contractor or its authorized subcontractor as approved by the Port Authority must have a person or a person available who is qualified under ASME Sect. IX.

**Routine Maintenance** - work required by the manufacturer of the BHS to keep the system operating at its peak and best performance.

**Non-Routines** - Non-Routines will be considered work outside of the normal Routine of work as well as any deficiency found on a normal Routine requiring more than six (6) man-hours to correct as noted in Major Repair.

**TSA** - means Transportation Security Administration

**CMMS** - shall mean computer based maintenance management system.

**Minor Repair/s** - shall mean any repair requiring six (6) person-hours or less to fix and was found as a deficiency while performing on a routine work order or as requested by the General Manager or designee.

**Major Repair/s** - shall mean any repair requiring six (6) person-hours or more to fix which could be a repair found during a Routine work order; or a repair found during an unscheduled inspection of the system and repair is necessary to prevent a catastrophic failure of the system or systems with work requiring more than six (6) person-hours is required and will not be able to be fixed by simply rescheduling a routine.

**Minor Part** – shall mean any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

**Major Part** – Shall mean any part attached to the BHS costing \$25.01 or more.

**Extra Work** – Shall mean any work beyond the normal scope of this Contract.

**High Level Controls** – Shall mean:

- a.) New or modified existing Maintenance Diagnostic System (MDS)/workstation Computers, which allow for the following functions:
- b.) Automatic switching to a "hot back up" fully redundant MDS/workstation computer (only on the modified existing MDS; there are no redundant computers on the new MDS/workstation)
- c.) Collect and store data from the field PLCs to include in reports and status displays at the BHS MDS/workstation.
- d.) Software program(s) as required to accomplish the functions specified herein.
- e.) Video Display Units (VDU) for data output.
- f.) Keyboard/mouse units for command and control of the MDS/workstation.
- g.) High-speed line and laser printers.
- h.) Communication modems.
- i.) Transfer switches/interface modules/selector switches.
- j.) Communications highways
- k.) Local Area Networks (LANs)

#### **Abbreviations**

1. PANYNJ shall mean The Port Authority of New York and New Jersey or its agent/s.
2. BVS shall mean Baggage Vertical Sorter.
3. CMMS shall mean Computerized Maintenance Management System
4. EDS shall mean Explosive Detection System
5. EWR shall mean Newark Liberty International Airport
6. HSD shall mean High Speed Diverter
7. MCP shall mean Motor Control Panel. The MCP contains the electrical control and power circuit devices for the control of the baggage handling system equipment.
8. PLC shall mean Programmable Logic Controller, which controls BHS operation.
9. PM shall mean Preventative Maintenance.
10. User or Tenant Airline shall mean any Airline with operations at EWR's Terminal B and Terminal A.
11. AOA shall mean Aeronautical Operating Area

## **2. WORK REQUIRED BY THE SPECIFICATIONS**

These Specifications relate generally to the performance of the operation and maintenance of the BHS conveyors, and all said equipment attached to the BHS at Newark Liberty International Airport Terminal B and portions of Terminal A.

### **I. RESPONSIBILITIES OF THE MAINTENANCE CONTRACTOR**

- A.** All preventative maintenance tasks as further defined herein.
- B.** All non-scheduled repair maintenance tasks as further defined herein.
- C.** Responding to and rectifying all fault conditions (which may or may not have been caused by operational personnel). Examples of these types of faults include baggage jams, motor overloads, emergency stop conditions. Such faults will generally be displayed on the MDS located in the BHS control room.
- D.** Stocking and restocking of baggage tubs to all required areas.
- E.** The procurement of all tools and equipment required to perform the preventive maintenance and repair functions.
- F.** Contractor shall be solely accountable for employees including interviewing, hiring, training, airport security badging, parking, taxes, salaries.
- G.** Provide daily, weekly and monthly status reports to PANYNJ.
- H.** Accurately record the labor time and any purchases made for spare parts, as required, to obtain labor and spare parts reimbursement under the terms of any Warranty Agreement(s) for the BHS equipment.
- I.** Maintaining 24 hour/day, 7-day/week contact via pager/cell phone with e-mail capabilities.
- J.** Cooperate in all respects with the PANYNJ Operations, Maintenance and TSA and/or their representatives as well as PANYNJ. Preventative Maintenance (PM) and non-scheduled maintenance tasks, for example, shall be coordinated with and scheduled around the requirements of the PANYNJ Operations, Maintenance and TSA's operations.
- K.** Operation and maintenance of the specified Baggage Handling Systems and its high level controls.
- L.** Provide and maintain all necessary tools and vehicles, including, but not limited to scissor lifts, forklift trucks, golf carts, etc. Contractor to provide a listing with its bid of any specialty equipment needed.
- M.** Acquire the proper insurance and Airport permits for all company vehicles that are owned and operated at the site by the employees. Personal vehicles are not allowed access to the AOA.

N. An initial spare parts inventory shall be provided to the Contractor shall be responsible for existing spare parts inventory originally procured by The Port Authority of NY & NJ. Procuring, storing and re-ordering Spare Parts as required for the maintenance of the baggage handling systems. Contractor shall show an acceptable method of securing/purchasing spare parts from suppliers at a competitive price and be responsible for the procurement and re-ordering of all spare parts as required to maintain adequate stock. Proper storage of the spare parts and maintaining a clean and organized setting within allocated spare parts storage space(s). Accurately record the spare part inventory, utilization and purchases within a CMMS, to obtain as expended reimbursement from PANYNJ.

O. Coordination of the equipment, interfaces and full utilization of a CMMS including all data input, reports, inventories, tracking and preventative maintenance schedules, work order management

P. Maintaining all hand-held walkie-talkie type radios and the repeater as well as all frequencies assigned to the Contractor at no additional cost to the Port Authority.

Q. Procuring any and all consumables required to maintain the BHS equipment such as lubricants, cleaners, tools, any and all equipment, supplies, materials and others not mentioned but necessary to provide proper and safe maintenance and operation of the BHS.

R. Maintain all tracking devices (e.g. shaft encoders, photocells) and other related components as required to achieve continuous tracking accuracy of no less than 99%, calculated and reported on a daily basis, for the total number of bags input into the baggage system (excluding any loss of bag tracking that can be identified as being the direct result of an CTX machine fault or error).

S. Contractor will at its own expense, promptly undertake design reviews and or a review of maintenance staffing and procedures and shall propose a plan to PANYNJ within one (1) month to correct the problems when the average of 99% System Availability and 99% Tracking Accuracy is not being achieved. Such corrections shall be at no added expense to the PANYNJ.

T. The Contractor must provide each Maintenance Mechanic, Supervisor, Maintainer, Systems Engineer (all persons working under this said contract needing such to proficiently perform their job function) with two-way radio communications programmed with the approved Port Authority frequencies. The Contractor will be responsible for providing and maintaining all radios, accessories to the hand-held radios, and maintenance of said radios as well as batteries, microphones. of the radios at no additional cost to the Port Authority. The Supervisors under this Contract will also need a "blackberry type" phone for the Manager to communicate with said person/persons.

At termination of contract or at the request of the General Manager, the Contractor will remove all Port Authority frequencies from their radios and at the request of the General Manager may have all radios checked by the PA Radio Shop to ensure PA frequencies have been removed. Suggested radios to be used by the Contractor are made by Vertex, Harris and Motorola. These radios are compatible with the Port Authority Radio Shop's software.

In addition the General Site Manager will also have a "Blackberry" type cell phone to communicate with The Port Authority of NY & NJ Manager.

U. The Contractor must provide for each of its employees all necessary training at no charge to the PA, such as, security checks and background checks required to work on AOA and the PA.

**PART V - SPECIFICATIONS**

## **II.**

### **CMMS-SUBSYSTEM MAINTENANCE**

Develop a CMMS based report that shall be maintained and updated, as required, and which shall include sufficient information on system problems, time and date of occurrence, type of corrections performed assigned responsibility, corrective actions and probable cause. This report shall be submitted to PANYNJ on a daily, weekly and monthly basis and will serve as a historical record for formulating a maintenance program that will best suit the BHS and the environmental conditions to which the equipment is exposed. The Contractor shall also submit an abbreviated *daily summary report electronically (in a format satisfactory to the Authority)* to PANYNJ or its' agent.

Provide all aspects of inventory control, and all activities required to maintain an adequate supply of materials, supplies and equipment to operate and maintain the BHS system. Responsibilities will include purchasing and disbursement, expediting, receiving, storage, cataloging and requisition control.

The Contractor shall provide and utilize a CMMS to develop and maintain an automated maintenance management and inventory control program for all BHS related work, which shall be coordinated with, reviewed and approved by PANYNJ.

The automated maintenance management and inventory control program shall provide up-to-date information on spare parts usage, re-order date, in stock replacement dates, routine and preventative maintenance procedures performed for each component, scheduled and non scheduled maintenance reports, inspection reports, and staff dispatch (fault) reports. All reports shall have the ability to be sorted by date or type of procedure or failure and must have the ability to be printed on demand. Additionally, this system shall maintain and track all pertinent budget and invoice information regarding spare part usage and replacement.

Prepare and submit the CMMS based Maintenance Management and Inventory Control report with the above referenced information to PANYNJ on a monthly basis.

The Contractor will provide access via-internet (web-based CMMS) for up to six (6) users as determined by the General Manager. The Contractor will be responsible to maintain and provide technical support and technical remedies for these users during normal business hours Monday through Friday 7:00 a.m. to 3:30 p.m.

All data inputted into the CMMS for the maintenance and operation of the BHS is the property of The Port Authority of NY & NJ and must be turned over either at the conclusion of the contract or earlier if deemed necessary by the General Manager.

The reliability of the BHS and associated equipment highly depends on a reliable maintenance program. The BHS shall be thoroughly inspected at regular intervals and corrective measures shall be taken to prevent major breakdowns. The Contractor will be responsible for providing any additional scheduled/preventative maintenance (i.e., above and beyond the minimum provisions described above) that may be required to meet the performance criteria specified herein.

### III.

#### BHS Maintenance Administration and Management

- A. Provide all personnel, supplies and materials necessary to perform the administration, operation, maintenance, and management of the BHS operation and maintenance services.

Maintenance management comprises all the functions required to manage the operation and maintenance activities effectively, including, but not limited to:

- a. Supervision and clerical support
- b. Payroll and benefits administration
- c. Personnel training
- d. Safety
- e. Financial reporting
- f. Personnel administration
- g. Maintenance scheduling
- h. Staffing
- i. Inventory management including:
  - 1.) Interface with PANYNJ and the BHS equipment supplier for reimbursement of spare parts and labor under warranty.
  - 2.) Track the warranty period for all components, labor hours for repairs and cost.
  - 3.) Maintain control and purchasing of all spare parts.
  - 4.) Preparation and submittal of BHS operational and maintenance reports to PANYNJ

- B. Terminal B – Baggage Handling System – Maintenance Diagnostics Computer System

See Attachment B – letter from MCS Automation, Division of MCS Electrical Contracting, Inc., South Farmingdale, NJ, to quote prices for services as required by the Authority under this Contract.

The foregoing letter does not form a part of this Contract nor does the Authority represent to the Bidders any conclusion to be drawn therefrom. It is made available to the Bidders for the sole purpose of apprising them of the information furnished to the Authority. The cost of this service is accounted for in the pricing sheets under "Cost for Specialized Software and Hardware Support for TSA Security Tracking System and for any Modifications and/or Recertification". The use of any other vendor for this service must be approved by the Port Authority General Manager.

### IV.

#### Training

1. Employ and train all maintenance personnel as required for the performance of this Contract. In addition to the training of the initial personnel staff, train all replacement or added personnel as needed to meet the requirements of this contract.

#### PART V – SPECIFICATIONS

2. Ensuring that all employees who will be involved in the operation and maintenance of the BHS have a thorough understanding of the system and how to safely and effectively operate and maintain the system as required for their respective position. This shall include obtaining any training required from the original equipment supplier(s) at no cost to PANYNJ.

## V

### System Performance Report

At the request of the General Manager or his/her assistant the Contractor is to provide the Baggage Handling System performance statistic report on a daily basis. The format of the reports shall be coordinated with PANYNJ and, at a minimum, shall provide indication of actual system performance with respect to all performance criteria specified herein.

## VI

### Hours Available for Maintenance Functions

1. BHS maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the BHS is minimized to the greatest extent possible. To minimize operational impact to the user Airlines and/or TSA, carry out the maintenance of BHS equipment at night and during off-peak periods. Off-peak, curfew period maintenance needs to be coordinated with PANYNJ. Contractor shall not bill at Overtime rates for this service.
2. The current normal hours of operation in the Terminal B bag rooms are 4:30AM to 11:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.
3. The current normal hours of operation in the Terminal A bag rooms are 4:30AM to 10:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.

## I OPERATIONAL SERVICES

### General Requirements

1. Furnish all personnel as required to operate and maintain the BHS and meet all specified performance criteria during the term of this Contract. Personnel shall perform all duties set forth in the approved System Operation Plan and System Operating Manuals provided by the Baggage Handling System equipment supplier.

2. Normal hours of operation and the level of service for the BHS will be as coordinated with PANYNJ Operations, Maintenance and TSA. On occasion, special events may necessitate extending or reducing system operation beyond normal operating hours or altering the mode of operation.

3. The Contractor shall be responsible for the removal of any baggage remaining in the system and any manual handling required in the event of a BHS system failure and to respond to all BHS related failures and emergencies as required allowing or facilitating transport of bags to their intended destination.

4. The Port Authority of NY & NJ will dictate any matters relating to the Systems operation such as the required hours of operation, Maintenance and TSA and the Contractor shall fully cooperate and coordinate in this respect. PANYNJ will make every effort to assist as needed with the resolution of any issues encountered in the required coordination between the BHS Contractor and Airlines. When officially notified by PANYNJ of a decision regarding the above matters, or any other matter that PANYNJ wishes to classify as a policy decision, immediately take all appropriate steps to comply with the decision.

5. Performance analysis (using reporting functions provided by the original BHS Supplier as available and applicable and/or any other necessary means) as required to document actual performance of the BHS and to verify compliance with the performance requirements as set forth herein. Provide PANYNJ monthly system assurance monitoring reports that include this data for review, commencing at the end of the first month of this Contract.

6. If, as a result of system monitoring, it is determined that a redesign and/or replacement of BHS Components are necessary or desirable, the proposed method of accomplishing such redesign and/or replacement shall be submitted to PANYNJ for review and approval prior to initiating such work. To the extent not covered by the Baggage Handling Equipment supplier's warranty, any such redesign and/or replacement together with any work associated therewith shall be performed at a mutually agreed upon price between PANYNJ and the Contractor under the Extra Work provision. Under no circumstances shall the Contractor withdraw the BHS from service for such purposes without prior written authorization from PANYNJ.

## II. CLASSIFIED WORK

Classified Work shall be performed in full compliance with the requirements of and in accordance with the provisions of these Specifications. Employees assigned to Classified Work shall work exclusively at the areas to which they are assigned and shall perform the required maintenance and operation services for the full shift specified for the time period specified on their work schedules or assignment sheets.

For each such shift, the assigned employee shall be entitled to one half hour meal break (unpaid) and there shall be two (2) fifteen minute relief breaks during an eight hour shift. Relief breaks shall not be scheduled in conjunction with the meal break. The schedule of meal and relief breaks shall be subject, at all times, to the approval of the Manager.

In computing those hours for which payment will be made hereunder, allowance shall be made for all relief break time provided pursuant to the immediately preceding paragraph. No allowance shall be made for meal break time.

Operation of the Baggage Belt Systems shall be available for all flights arriving or departing from the International Facility at Terminal B and Terminal A in Newark International Airport twenty-four (24) hours per day, seven (7) days per week including holidays, as directed by the Manager. In operating the Belt Systems, the Contractor and/or its operating employees shall conform to the operating procedures prescribed by the Manufacturer of the Baggage Belts including, but not limited to, operating Systems in order to protect the public, airport personnel and airport vehicles and property.

It shall be the Contractor's responsibility to provide fully trained Maintainers, Mechanics, Supervisors, Manager, and Systems Engineers as Staff so that the Baggage Belts will be operated in a safe and expeditious manner at all times.

### **III. CLASSIFIED WORK: BAGGAGE BELT MAINTAINER**

f Baggage Belt Maintainer coverage will be required seven (7) days a week, twenty-four (24) hours a day, shift coverage to be approved by the Authority in advance in conformance with airline schedules.

The Baggage Belt Maintainer's job duties shall consist of the following items. The following list is a general outline of the job duties and is not to be construed as "all inclusive".

- 1 - Work in a safe and expedient manner to clear all baggage jams
- 2 - Ensure that bags are aligned as required upstream of CTX machines and/or immediately clear any resulting jams.
- 3 - Assist the maintenance mechanics/technicians on an as needed basis.
- 4 - Observe and report any maintenance, operations and/or repair problems to the maintenance mechanics/technicians.
- 5 - Responsible for general cleanup of work areas and in/around conveyor equipment including all carousels at a Frequency required maintaining units free of trash, dirt and debris.
- 6 - Responsible for manual movement of baggage in the event of system outage, during system fallback conditions as required.
- 7 - Responsible for the stocking and restocking of baggage tubs to all required areas.  
For all scheduled Flights the Maintainer will be required to be at the start switch of the appropriate system fifteen (15) minutes prior to the scheduled arrival of luggage tubs so that the system can be started and checked. If the Maintainer experiences any difficulty or notices any problems, they are to notify their supervisor and a Baggage Belt Mechanic immediately.

Maintainer may have to in conjunction with mechanics during breakdown of belts, move luggage by hand to its destination until belts begin operating again safely. Maintainers may also be used to assist mechanics if called on by the Manager. Maintainer must assist airlines in placement of luggage into containers.

The Maintainer will notify the Authority's Terminal Services Supervisor or Control Desk as to when a System is ready and operational and/or not operational.

Maintainers shall Conduct themselves in a courteous manner and maintain their uniforms and personal appearance in a world-class manner.

Maintainers shall be equipped with a two-way radio and trained in its use.

Maintainers shall not be permitted to smoke, eat or drink while on duty, except during breaks and in designated break areas/ smoking areas.

#### **IV GENERAL SITE MANAGER**

The General Site Manager will be the responsible person that is the representative of the Contractor and have the power and ability to answer and make decisions concerning the Contract when called upon by the General Manager to do so.

The General Site Manager will be ultimately responsible for all Managers, Supervisors, and ALL staff assigned by the Contractor for this Contract. If the General Manager due to concerns pertaining to the conduct of any employee performing work under this Contract, it is the responsibility of the General Site Manager to ensure the Contractor's labor policies and procedures are followed either to terminate employee or reassign employee from the Facility. Neither the General Manager nor any of his/her staff or The Port Authority of NY & NJ will be held liable for any of the Contractor's decisions concerning its personnel.

All resumes for Supervisory Staff and Baggage Belt Mechanics must be submitted to the General Manager prior to the start up date of the Contract for review and approval. All maintenance personnel approved by the "General Manager" shall be experienced in and competent to perform the work assigned to them by the Contractor, and shall be properly certified by the baggage belt manufacturer to perform the work assigned to them where such certification is a requirement by the General Manager of this Contract. Any changes or additions to personnel must meet the same criteria prior to being assigned to this Contract.

The General Site Manager will be responsible for delegating to his/her Managers completing logs on all equipment, parts inventory and records of all worked performed on a continuous basis. He/she must have a working knowledge of computers.

The General Site Manager must be on site Monday through Friday between the hours of 7:00AM to 3:30PM. The General Site Manager must be able to be reached via cell phone twenty-four (24) hours per day, seven (7) days per week 365 days per year in the event the General Manager or the Contractors overnight or off hours staff needs to make contact with said person.

The General Site Manager, if unable to be at any portion of his/her assigned tour, must have a replacement available with the same qualifications and abilities to cover that assigned tour.

Duties shall consist of making decisions on behalf of the Contractor concerning the Contract in all its facets. General Site Manager is responsible for all other lower level managers, supervisors and for every day operation and maintenance of Baggage Belt System and must have thorough knowledge of the Operation

and Maintenance for the Baggage Belt system along with the required TSA security screening software and hardware attached to the system. This position will also be responsible for ensuring compliance with TSA security and will be directly responsible to ensure the CMMS is operating and kept to date with the latest information for use by the Port Authority and its representatives. The General Site Manager will be required to meet with the General Manager to discuss matters pertaining to the Contract.

The only holidays in which the General Site Manager will not need to be replaced are on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day.

## **V MANAGER/SUPERVISORS**

### **A. MANAGER**

The Contractor shall assign a Manager whose presence at the Site of the Work is required during the hours of 7:00 AM to 3:30 PM, Monday through Friday, and at such other times as the General Manager may require.

The Contractor will also assign one (1) Manager Monday through Friday between the hours of 7:00 AM to 3:30 PM and may be required to adjust work schedule to accommodate off hour inspections of personnel as directed by the Port Authority General Manager or the Contractor General Site Manager. The Manager will directly be responsible and answerable to the General Site Manager on matters concerning the supervisors and trades persons and who will deal with schedules, CMMS system information and updating, inspecting along with the supervisors work needing to be done, finished work and scheduling work and periodic inspections off hours or off schedule (approved only by the General Manager) to ensure employees are being diligent to his/her assignments.

The Manager must be replaced for any time the assigned Manager is unable to fulfill his/her assigned role as Manager. No holidays or exceptions will be allowed for his/her absence. The Manager must be present Monday through Friday at the times noted above and if unable to fulfill role for the day, the General Site Manager must find an approved equal replacement to carry out his/her duties.

The Manager of the Contract will be responsible for day-to-day operations and maintenance of the BHS, inputting data into the CMMS, updating all regular maintenance and repair of the BHS and associated equipment. Manager will be required to inspect work being performed by his/her direct supervisors and staff. Manager may be required to meet on a regular basis with the General Manager and discuss scheduling, and other operational tasks associated with this contract as needed by the General Site Manager and General Manager.

The Manager so assigned shall serve as the Contractor's representative at the Facility and shall have overall responsibility at all times for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees. The Site Manager shall also be available to the General Manager at such times as the General Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the General Manager may wish to transmit. The Manager shall not perform personally any of the maintenance or operations work required hereunder.

The Manager must ensure the CMMS System is up to date and all equipment history updated on a daily basis.

## **B. SUPERVISORS**

Contractor shall also assign working Supervisors whose presence at the Facility will be required (7) days a week, 365 days a year during the hours of 3:00 PM - 11:30 PM, 11:00 PM - 7:30 AM on Weekdays, and at 7:00 AM - 3:30 PM and at other times designated by the Manager. The Supervisor shall not be assigned to the performance of administrative tasks but shall devote his/her entire time to the immediate supervision of the personnel performing maintenance and operation services pursuant to the Contract and to the performance of such maintenance and operation work as may be directed by the General Manager.

Supervisors are expected to oversee all work done by mechanics, engineers, routine, non-routine work and baggage handling maintainers. It is a must that the Supervisor have the expertise to troubleshoot and have an all encompassing knowledge of the complete BHS including a working knowledge of the PLC's and tracking systems hardware and software.

The Contractor's Supervisors must have thorough knowledge of complex mechanical equipment involving pneumatic, hydraulic and electrical systems (110 V, 220 V and 440 V).

The Contractor's Supervisor shall be available at those times specified, to the General Manager for prompt attention and compliance with orders, instructions, directions and information written or orally given regarding the performance of the Work specified in the Contract and for inspection tours of the premises.

No compensation shall be payable hereunder for time worked by the Contractor's Manager and/or Supervisors in excess of eight (8) hours per day or five (5) days-per week.

## **VI SYSTEMS ENGINEER RESPONSIBILITIES**

- 1. Monitor the operational status of the BHS system at all hours of the operational day. The Systems Engineer duties include, but are not limited to:**
  - a. Alert maintenance personnel through radio communications of faults or failures and dispatch them to the appropriate location**
  - b. Monitor line balancing**
  - c. Monitor statistics**
  - d. Make BHS operational decisions, initiating and coordinating implementation of any backup/fallback procedures necessary to allow continued operations (e.g., choosing alternative routings using plow diverters, coordination with PANYNJ Operations, Maintenance and TSA)**

- e. Interface directly with the PANYNJ Operations, Maintenance and TSA
- f. Ensure smooth daily start-ups by reviewing start-up check lists and procedures
- g. Must be capable of programming VFD's when needed.

2. As required for monitoring of the Baggage Handling System, via the Maintenance Diagnostic System (MDS) and/or observation as required during the system's operational period. The following is a statement of work for the Operations Staff that will be assigned to Baggage Handling System monitoring.

The tasks are separated into three (3) groups; 1) Daily Tasks, 2) Regularly Scheduled Non-Daily Tasks, and 3) Random Unscheduled Tasks. The following list along with the BHS manufacturer's recommendations, as referenced in the System's operation and maintenance manuals shall be used as minimum requirements for the task assignments to the BHS monitoring staff.

#### 4. Systems Engineer Routine Tasks

##### Task Daily Task Description:

- a. Ensure that all previous day's Work has been completed.
- b. Collect, log and file all daily reports generated during the nightly End-of-Day processing. (1st Shift Only)
- c. Ensure that systems are operational and ready for operational day.
- d. Verify that all communications links are running and operational (PLC, etc.).
- e. Verify that there are no devices in an alarm state or condition that will prevent the BHS conveyors from starting and contact maintenance personnel to correct any conditions that may prevent system start-up.
- f. Verify readiness to exercise/initiate any and all back-up or fallback modes or Procedures at any time (e.g., redundant PLC's on-line, back-up diverters operational where available, etc.).
- g. Monitor system for any visual and audible alerts, and notify maintenance Operations of identified conditions that may need correction.
- h. Compile/generate end of shift reports; log and file.
- i. Fully advise next shift of current conditions and relevant issues as required.
- j. Provide on-site support to off-site support personnel.

## VII CLASSIFIED WORK: MAINTENANCE MECHANIC (Routine Maintenance)

Contractor will not be permitted to forego regular Routine/s Maintenance Work to perform Non-Routines unless written permission is requested and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS Manufacturer suggests Routines and the Contractor is to follow the Manufacturer's suggested Routines or modify the Routines as long as it is equal to or better than; or updated by the manufacturer of the BHS if updated by the Manufacturer; Contractor to follow updated suggestions.

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

The Contractor shall furnish under this Contract complete and professional maintenance service consisting of labor and materials and based on the Manufacturer's recommended schedule of maintenance. The Contractor will inspect each of the baggage systems on a daily basis checking, tightening, tracking, cleaning, trouble-shooting, adjusting, lubricating, performing minor repairs and performing all maintenance work according to Manufacturer's specifications.

Work will also include the installation and maintenance of protective guards or bollards around baggage belts and carousels in the bag rooms as well as "speed" bumps.

The Contractor will provide and install all minor replacement parts at no additional cost to the Authority as specified in Part V, "minor repairs" and "minor parts."

In performing maintenance, the Contractor shall use all reasonable care to keep each Baggage Belt System in proper, safe and efficient operating condition, twenty-four (24) hours a day, seven (7) days a week. The Contractor shall furnish all labor, minor parts, lubricants, hydraulic fluids, equipment, temporary barricades, safety equipment, warning signs, and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. Maintenance hereunder shall be deemed to include such removal and replacement or re-installation of equipment, materials, and minor parts as may be necessary or desirable to afford access to the equipment for maintenance. Minor parts shall be lubricants, cleaning materials, hydraulic fluids, filters, lost or broken nuts, any type of keys and switches, welding rods, bolts and washers, oil seals, control push buttons, indicator light bulbs, key switches, cover plates, fuses, wire nuts, electrical ties and other disposable type items and to include all items costing \$25.00 or less.

- 1) Provide skilled cross-crafted Mechanics with mechanical and electrical aptitude and strong skills and experience with industrial control devices. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the baggage handling system including controls (PLC's) and baggage sizing scanner systems.
- 2) All electrical work must be under the supervision of a New Jersey Licensed Electrician.
- 3) One Mechanic per shift familiar with PLC logic and controls to assist Systems Engineer, if necessary.

- 4) The Mechanic shall be responsible for the daily operations of the baggage handling system as well as to Operate, Maintain, Trouble-Shoot and Repair the Mechanical, Electrical and Control Systems related to the Baggage Handling System. The following list is not to be construed as "all inclusive", rather it is a general outline of Mechanic's duties.
- a. Monitor daily operations and statistics of the baggage system to determine problem areas.
  - b. Trouble-shoot and repair all mechanical, electrical, and control components of the BHS system.
  - c. Analyze all data from the baggage handling system to determine problems and trends that may lead to problems.
  - d. Suggest and, with PANYNJ, TSA and Airline approval only, make necessary changes to the Programmable Logic Controllers (in non-tracked areas only) to maintain and/or enhance the performance of the baggage handling system (changes may require recertification of the system).
  - e. Provide preventive maintenance (PM) services, clean, inspect, lubricate, adjust/track, Troubleshooting and repair for all mechanical equipment.  
- The following list is a general outline of their job duties and is not to be construed as "all inclusive".
    - Conveyor belting, end rolls, drive rolls, snub rolls, take-up rolls, etc.
    - Conveyor drive assemblies (motors, gear boxes, drive belts, v-belts etc.)
    - Conveyor supports (ceiling hangers, leg supports, etc.)
    - All diverters and associated equipment that direct baggage flow.
    - Trouble-shoot and repair all mechanical faultsResponsible for general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris. This shall include regularly cleaning out all debris-collecting gap pans.
  - f. Provide preventive maintenance services, clean, troubleshooting and repair for all electrical/controls equipment. The following list is a general outline of Mechanic's job duties and is not to be construed as "all inclusive". - Programmable Logic Controls, Input/output components, and communications hardware
    - Tuning and Optimizing of the Programmable Logic Controllers (PLC) Program when deemed necessary/warranted. Under no conditions shall the Contractor perform any modifications to any PLC code for tracked areas. This work must be performed in conjunction with PANYNJ Operations, Maintenance and TSA.
- 5) In maintaining the equipment, the Contractor shall conform to the specifications of the latest edition and all subsequent updates of the maintenance manuals listed in the section of the Information For Bidders entitled "Reference Documents", unless the Manager orders a different procedure in writing. The Authority will furnish one copy of each manual to the Contractor.
- 6) The Contractor shall supply itself with sufficient copies of such manuals and shall obtain any updated material issued for such manuals and shall propose to the Manager, for approval, revisions to the manuals as such revisions become necessary. Such approved revisions shall be included in the Contractor's copies of the manuals, and Contractor shall supply the Authority with copies of such revisions for inclusion in its manuals.

- 7) Upon expiration or other termination of this Contract, all such manuals procured by the Contractor as updated shall become the property of the Authority.
- 8) The Contractor shall perform maintenance service for each system at the frequencies noted below. The "Baggage Belt Maintenance Periodic Inspections" specified in this agreement indicate the maintenance routines required to be performed monthly. Any revisions to an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager reserves the right to revise an established maintenance work schedule by giving the Contractor one week's notice and at no additional cost to the Authority.
- 9) Maintenance shall be performed so as not to interfere with public travel or baggage belt operation as determined by the Manager. No system will be removed from service without first getting approval from the Port Authority Control Center or Terminal Service Staff.
- 10) The Authority shall have the right to have others repair and replace any component of the Belt Systems. Components of the Belt Systems that are repaired, replaced or refinished by the Contractor or by others shall be nevertheless inspected, checked and serviced by the Contractor at no additional cost to the Authority.
- 11) Upon the completion of each maintenance routine, the Contractor shall submit to the Manager a report detailing the condition of the equipment and his/her recommendations.
- 12) On completion of a maintenance routine, the Contractor shall review with the Manager the performance of each belt and make recommendations for improvements.
- 13) The Contractor shall correct any equipment or operational deficiencies discovered as a result of periodic inspections and test conducted by the Authority and/or the Contractor. Corrections made by the Contractor which are performed under Routine Maintenance procedures, shall be at no additional cost to the Authority, except if such work is determined to be Extra Work.
- 14) In order to make replacements and repairs for the Baggage Belt Systems as expeditiously as possible, the Contractor shall stock, keep and maintain on the Facility a sufficient supply of materials such as minor parts, tools or other equipment as may be necessary to make such replacements and repairs, and establish means to obtain other parts from the equipment Manufacturer in an expeditious manner. However, except for lubricants, hydraulic fluids and "minor parts" which must be provided by the Contractor, the Contractor must be prepared to purchase, upon request by the Manager, any required parts or components. An inventory of all tools and parts must be performed annually under the supervision of the Port Authority and monthly inventory reports will be requested. The Contractor will be responsible for all discrepancies in said inventory upon expiration of Contract.
- 15) The Mechanic will be expected to perform any and all repairs required that are found during normal Routine Maintenance at the time of finding the deficiency to at the minimum get part/equipment/section working safely until a more permanent fix can be accomplished. However, repairs will be reimbursed and performed following the description above under "specific definitions" as well as following cost for labor and materials under the bidders agreed upon "unit prices" as described in Section IV of the Pricing Sheets and accepted by Port Authority.

- 16) The Authority shall have the right to remove the subject equipment or any items thereof from service hereunder. Any work, which must be performed, in order to take the subject equipment out of service and/or to return to service, the Contractor shall return it to service if ordered by the Manager and the Contractor shall be compensated therefor in accordance with the provisions of this agreement in the description entitled "Non Routine Maintenance".
- 17) Servicing of the Baggage Belts located in the Terminal B International Facility and a portion of Terminal A shall be performed according to Manufacturer's specifications and recommendations. Servicing is considered to include periodic inspections, checks and minor adjustments on the system equipment as well as periodic lubrication, cleaning and replacement of system level components. All systems must be checked and tested for proper performance upon completion of these procedures. All PLC's must be monitored and repaired to insure efficiency. When performing Daily Inspections, Monthly Inspections, Quarterly Inspections, Semi-Annual Inspections and Annual Inspections of all Baggage Belt Systems, the Contractor will provide the Port Authority with an approved inspection report.
- A. Under the Contractor's general supervision, Baggage Belt Mechanics are responsible for complex mechanical, electrical and electronic equipment. Perform duties involving the diagnosis, repair and maintenance of complex mechanical equipment, as well as technically involved auxiliary and control systems. Work is highly specialized in nature and requires an extensive and sound knowledge of mechanical, electrical and electronic experience. Work is performed under circumstances requiring unusual techniques and exceptional judgment.
  - B. The Contractor shall provide Baggage Belt Mechanics that will perform all required maintenance functions on the systems including Manufacturer's specifications and recommendations for periodic maintenance routines. The Contractor shall assign mechanics to be available as directed by the General Manager.
- 18) All maintenance personnel will be required to pass a Contractor administered written examination, which has been approved by the Authority, prior to assignment to the Contract.
- 19) The Contractor's maintenance personnel shall report to their immediate Supervisor, who in turn will report to their Manager who will in turn report to the General Site Manager or a designated representative at the start and completion of each Routine Maintenance and Non-Routines.
- 20) The Contractor will be responsible for providing all safety related items such as but not limited to hard hats, safety cones, gloves, eye protection, rags, hand cleaner, first aid kits, eye wash stations, respirators etc.

#### **H Basic Requirements**

1. Performs skilled mechanical work involving inspection, modifications, maintenance and repair on complex special equipment such as auxiliary and control systems, and diagnosis, modifications, alterations, maintenance and repair of mechanical, hydraulic, pneumatic and electrical equipment directly related to Baggage Belts, Carousels and PLC's.
2. Inspects all the critical areas (i.e., mechanical, hydraulic, pneumatic, electronic and electrical systems).

## **I Major Functions**

1. Investigates routine and non-routine malfunctions of standard or specialized mechanical equipment and auxiliary systems. Conducts various tests, repairs, and may lead other qualified maintenance personnel in the repair and maintenance of such equipment.
2. Prepares reports on equipment failure or malfunctioning resulting from other than normal wear and tear, and may recommend modifications to the equipment which are designed to improve operation and performance.
3. Participates in and performs daily, weekly, monthly, quarterly, semi-annual, and annual preventive maintenance and other inspections on Baggage Belt Systems in accordance with printed maintenance guides, verbal instructions and normal trade practices. Notes and report any defects found during the inspection to a Supervisor.
4. Inspects, test and diagnoses equipment performance, using standard instrumentation and diagnostic techniques. Makes all types of repairs both routine and non-routine and adjustments as necessary.
5. Performs testing and unit rebuilding hydraulic, electrical, pneumatic, electronic and other components.
6. Inspects, locates and diagnoses malfunctions on each system.
7. Maintains and repairs or replaces a variety of mechanical equipment and all baggage belts and associated equipment.
8. Troubleshoots electrical problems.
9. Maintains Baggage Room Speed Bumps and Belt Protectors.

## **J Knowledge, Ability and Experience Requirements**

1. Experience in the maintenance and repair of complex mechanical equipment, e.g., hydraulic, pneumatic, electronic, electrical.
2. Knowledge of electrical systems (24V Control Wiring, 110 V, 220 V and 440 V).
3. Experience in rigging equipment.

**K. Electrician**

- 1) Must be a licensed, class A, journey person electrician licensed in the State of New Jersey.
- 2) The job requires a knowledge of: 1) installations, alterations and repair methods including troubleshooting procedures for electrical equipment and systems, 2) the tools and materials used in the electrical trade, 3) basic principles and theory of electricity, and 4) applicable electrical codes and safety precautions and voltage.

All work must comply with National Electrical Code. All new work or modification to the existing work must be submitted to the Manager for approval. The work will be inspected by Port Authority electrical staff and any discrepancies will be promptly corrected at the Contractor's expense.

**L. Certified Welder/Cutter**

1. Perform all welding involving structural supporting members to the belt system or any other application where personnel or the public will be exposed to such welded applications.
2. The Contractor must also supply qualified personnel to operate gas type cutting or welding.
3. Permits must be filed with the Authority fire marshal.

**VIII. BAGGAGE BELT MECHANIC NON-ROUTINE**

Contractor will not be permitted to forego regular Routine(s) to perform Non-Routines unless written permission is requested to and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS manufacturer suggests routines and the Contractor is to follow its suggested routines or modify the routines as long as it is equal to or better than if updated by the manufacturer of the BHS the Contractor to follow updated suggestions.

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Non-Routine work is not at the discretion of the Contractor. All work thought to be Non-Routine by the Contractor must be discussed with the General Manager before approval will be given.

If approval for Non-Routine work is granted, it will be carried out and reimbursed according to the description above of "Non-Routine".

Baggage Belt Mechanics assigned to non-routine work must meet the same criteria set out for a Baggage Belt Mechanic performing work under routine maintenance.

## **IX NON-ROUTINE MAINTENANCE; COMPENSATION/EMERGENCY SERVICE**

The Contractor shall perform all non-minor repairs and replacements regardless of the cause thereof and the Authority will pay the Contractor under the provisions of this Contract where the need for the repair is not due to the fault of the Contractor.

Reimbursement for such repairs will follow Major/Minor Repair/s or Major/Minor Part.

Non-Routines will consist of work needing to be done above and beyond what will be considered normal wear and tear or beyond the understanding of Routine. The Contractor shall obtain authorization from the General Manager to schedule Non-Routines.

The Contractor will bring in additional staff to complete Non-Routine work in order to prevent using scheduled routine staff. However, an exception to this will be if permission to defer a Routine is granted by the General Manager and there will not be a significant set back in the Routine schedule and the Contractor can demonstrate that deferring a Routine will not adversely impact the system. In addition, the regular Routine must be rescheduled to the satisfaction of the General Manager. It is unacceptable to avoid doing the Routine all together.

All expendable materials such as rags, oil, lubricants, bulbs (any kind, except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Said service shall be performed, as required by the Manager, at any time, twenty-four (24) hours per day, seven (7) days per week, including holidays. However, no repair or replacement work, which the Contractor deems to entitle it to compensation for Non-Routine Maintenance, shall be performed without the prior approval of the Manager. It shall be presumed that all repairs and replacements of minor parts required under "Routine Maintenance" are the responsibility of the Contractor and that the Contractor shall be entitled to no additional compensation unless the Contractor can demonstrate that the work request is of a Non-Routine nature. Any Non-Routine work will not begin until the General Manager approves the request.

### **A. COMPENSATION**

Whenever any work is performed by the Contractor and the Contractor has received approval from the Manager, that such work is to be classified as Non-Routine maintenance, the Contractor shall, as a condition precedent to payment for such work, furnish to the Manager or his authorized representative at the end of each day daily time slips showing (a) the name and number of each employee employed on such work, and the number of hours employed thereon, and (b) a brief description of the nature of the work performed and a list of materials used. This information shall

be supplemented by the Contractor at a later date with a statement indicating from whom the material was purchased and the amount paid therefore or copy of the Contractor's price list, and all of the rates used in computing compensation for labor. Such daily time slips and memoranda are for the purpose of enabling the Manager or his authorized representative to determine the amounts to be paid to the Contractor; accordingly, failure on the part of the Contractor to furnish them with respect to any particular work shall be deemed to constitute a conclusive and binding determination on the Contractor's part that such work does not entitle the Contractor to additional compensation, and shall constitute a waiver by the Contractor of any claims for such additional compensation.

Payment for each hour of labor expended in the performance of Non-Routine maintenance shall be at the rate set forth by the Contractor on the Contractor Pricing Sheet(s). Payment for all parts and material provided shall be in accordance with the following:

When it is necessary for the Contractor to replace any part or material during the performance of Non-Routine Maintenance under this Agreement, the Contractor shall first submit to the Authority for its approval the name of the item, the identifying number therefore, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that the Authority is to be billed therefore said price being the Contractor's list price for such parts and/or materials or, if no list price exists, that price quoted to most favored customers for similar parts and/or materials in similar quantity. The Authority shall have the option of (a) approving same; which approval shall be in writing or (b) supplying said material to the Contractor itself. In the event of (a), the Contractor shall be compensated for the "Net Price" of the material or the list or most favored customer price, as applicable in the case of material supplied by the Contractor, plus the percentage amount inserted by the Contractor on the Contractor's Pricing Sheets.

"Net Price" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for use in performing his obligation hereunder provided such purchase has received the prior written approval of the Authority as required herein.

The Contractor shall not be required to install additional equipment or appurtenances, other than that required for the maintenance of the equipment, even though such are recommended and required by insurance companies, or by governmental authorities, without additional compensation therefore. If directed by the Manager to install any such additional equipment or appurtenances, they shall be considered Extra Work and the Contractor shall be compensated as set forth in the section of the Form of Contract entitled "Extra Work".

Components requiring replacement under this Contract shall be replaced with new components of current design as recommended by the manufacturer or equal as approved by the Manager. Lubricants and hydraulic fluid shall be as specified by the manufacturer.

## **B. EMERGENCY RESPONSE**

The Contractor shall furnish Emergency Service within one (1) hour after the Manager's request for Emergency Service. Emergency Service shall be available on the basis of twenty-four hours per day, seven (7) days per week, including holidays. All malfunctions or inefficient or improper operation of

the equipment shall be investigated by the Contractor and the cause thereof forthwith repaired, removed, adjusted or otherwise attended to, so that the equipment is restored to proper operation at the earliest possible time. In the event the Contractor is directed by the Manager to perform Emergency Service as herein defined, the Contractor shall be compensated as provided in this section of the specifications entitled, "Non-Routine Maintenance", provided the need for the repair is not due to the Contractor's fault (such as due to lack of maintenance or neglect by the contractor).

**X BAGGAGE BELT SCHEDULE OF MANPOWER**

a) The Contractor shall furnish Maintenance and Operations Service for the 18 Baggage Belt Systems located in the Terminal B International Facility at Newark International Airport and Terminal A.

The Contractor shall furnish Maintenance and Operations Service for any additional Baggage Belt System, which may come under Port Authority control at the applicable Charge Per Hour inserted by the Contractor in the pricing sheets.

b) The following Schedule of hours shall be effective for the start of the Contract. (Note: The scheduled times listed below reflect the current needs for operator coverage at the Terminal A & Terminal B. These schedules will be adjusted as the need changes based on flight and passenger activity. The amount of hours could increase or decrease as provided herein. As a result, the Estimated Annual Hours indicated on the Contractors Pricing Sheets, are greater than the number of hours shown below. There is no guarantee that the total number of estimated hours will be utilized. This schedule is for 24 hours per day, 7 days per week 365 days per year coverage.

| <u>Position</u><br><u>Hours</u> | <u>Daily Hours</u> | <u>Weekly Hours</u> | <u>Annual</u> |
|---------------------------------|--------------------|---------------------|---------------|
| <b><u>Management</u></b>        |                    |                     |               |
| General Site Mgr.               | 8                  | 40                  | 2080          |
| Manager                         | 8                  | 40                  | 2080          |

|                           |           |            |             |
|---------------------------|-----------|------------|-------------|
| <b><u>Supervisors</u></b> |           |            |             |
| 2300-0730                 | 8         | 56         | 2920        |
| 0700-1530                 | 8         | 56         | 2920        |
| 1500-2330                 | 8         | 56         | 2920        |
| <b><u>Totals</u></b>      | <b>24</b> | <b>168</b> | <b>8736</b> |

|                                 |   |    |      |
|---------------------------------|---|----|------|
| <b><u>Systems Engineers</u></b> |   |    |      |
| 0500-1330                       | 8 | 56 | 2920 |
| 1200-2030                       | 8 | 56 | 2920 |

|               |           |            |             |
|---------------|-----------|------------|-------------|
| 1600-0030     | 8         | 56         | 2920        |
| <b>Totals</b> | <b>24</b> | <b>168</b> | <b>8736</b> |

**Mechanics**

|                                   |            |             |              |
|-----------------------------------|------------|-------------|--------------|
| 2300-0730 - (Outbound Belts)      | 8          | 56          | 2920         |
| 2300-0730 - (Inbound Belts)       | 8          | 56          | 2920         |
| 2300-0730 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 2300-0730 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 2300-0730 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| 0500-1330 - (Terminal A TC3)      | 8          | 56          | 2920         |
| 0700-1530 - (Outbound Belts)      | 8          | 56          | 2920         |
| 0700-1530 - (Inbound Belts)       | 8          | 56          | 2920         |
| 0700-1530 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 0700-1530 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 0700-1530 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 0700-1530 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| 1300-2130 - (Terminal A TC3)      | 8          | 56          | 2920         |
| 1500-2330 - (Outbound Belts)      | 8          | 56          | 2920         |
| 1500-2330 - (Inbound Belts)       | 8          | 56          | 2920         |
| 1500-2330 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 1500-2330 - (Inline Matrix Belts) | 8          | 56          | 2920         |
| 1500-2330 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 1500-2330 - (B2 Inline Belts)     | 8          | 56          | 2920         |
| 1500-2330 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| 1500-2330 - (B3 Inline Belts)     | 8          | 56          | 2920         |
| <b>Totals</b>                     | <b>168</b> | <b>1176</b> | <b>61320</b> |

**Baggage Belt Maintainers**

|                              |   |    |      |
|------------------------------|---|----|------|
| 2300-0730 - (CB1)            | 8 | 56 | 2920 |
| 2300-0730 - (OB1 - OB4)      | 8 | 56 | 2920 |
| 0500-1330 - (OB10)           | 8 | 56 | 2920 |
| 0500-1330 - (Terminal A TC3) | 8 | 56 | 2920 |
| 0700-1530 - (CB1)            | 8 | 56 | 2920 |
| 0700-1530 - (OB1 - OB4)      | 8 | 56 | 2920 |

**PART V - SPECIFICATIONS**

|                              |            |            |              |
|------------------------------|------------|------------|--------------|
| 1130-2000 - (RC1 & RC2)      | 8          | 56         | 2920         |
| 1130-2000 - (RC1 & RC2 CRSL) | 8          | 56         | 2920         |
| 1200-2030 - (Inbound CRSL)   | 8          | 56         | 2920         |
| 1300-2130 - (OB10)           | 8          | 56         | 2920         |
| 1300-2130 - (B2 CRSL)        | 8          | 56         | 2920         |
| 1300-2130 - (Terminal A TC3) | 8          | 56         | 2920         |
| 1300-2130 - (Tub Collection) | 8          | 56         | 2920         |
| 1500-2300 - (CB1)            | 8          | 56         | 2920         |
| 1500-2330 - (B3 CRSL)        | 8          | 56         | 2920         |
| 1500-2330 - (OB1 & OB2)      | 8          | 56         | 2920         |
| 1500-2330 - (OB3 & OB4)      | 8          | 56         | 2920         |
| <b>Totals</b>                | <b>136</b> | <b>952</b> | <b>49640</b> |

## XI

### PERSONNEL REQUIREMENTS

The Contractor shall use only experienced, skilled, competent, trained Baggage Belt Conveyor Systems Maintainers and Mechanics in the performance of the maintenance work. All work shall be performed by maintainers and mechanics supervised by the Contractor.

1. Maintainers shall have a minimum of two (2) years experience.
2. Mechanics shall have a minimum three (3) years experience.
3. Systems Engineers shall have a minimum three (3) years experience in system type knowledge and
4. General Site Manager shall have a minimum five (5) years experience.
5. Manager shall have a minimum five (5) years experience.
6. Supervisor shall have a minimum five (5) years experience.

It is not necessary for all the required experience to have been acquired with the Contractor's firm. The mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of these particular types of Baggage Belt Conveyor Systems. The Contractor shall, if requested by the Authority, furnish proof of this training and experience to the satisfaction of the Authority.

All Supervisors, Managers, General Site Manager, and Systems Engineers must be approved by the Port Authority Contract Administrator (General Manager). The personnel may be required to undergo an interview process including providing a resume.

No Site Manager, Manager, or Supervisor assigned hereunder by the Contractor shall directly perform the Maintenance and Operation services required by this Contract.

The General Site Manager, Manager and Supervisors assigned hereunder by the Contractor shall possess a valid driver's license and shall be able to speak and write in the English language.

\*The General Manager shall have the right to approve any General Site Manager, Manager or Supervisor proposed by the Contractor for assignment hereunder.

The General Site Manager, Managers and Supervisors assigned hereunder by the Contractor shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the General Manager with such proof of prior experience, including references, as the General Manager may request. The Contractor shall also provide the General Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five (5) years prior experience with respect to such individual.

If, in the opinion of the General Manager, any employee so assigned is performing his functions unsatisfactorily, the Contractor shall replace him/her within twenty-four (24) hours following the Contractor's receipt of the General Manager's request for such replacement.

The Contractor, its Mechanics and other personnel shall adhere to the Authority's safety standards and rules and shall comply with all directives issued in the interest of public safety and PA Customer Service good practices (A PA Customer Service Manual will be supplied) when so notified by the Manager. The Contractor's personnel shall immediately comply with all directives issued by the Authority's Police Officers. Failure to comply with authorized directives shall cause the Authority to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing work required 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 Port Authority Manager's staff.

The successful Contractor shall submit to The Authority the names and home addresses of employees who will perform maintenance work under this Contract. No employee will be permitted to work under this Contract without approval of The Authority. The Contractor shall obtain for its employees identification badges approved by The Authority, including SWAC and TWIC.

Thirty (30) days prior to the start of the Contract, the Contractor shall submit to the Manager a completed typewritten Newark Airport A.O.A. Security Identification Card Application for each of its employees working under this Contract. All employees working under this Contract will not be allowed to perform any of the Work unless such personnel have been approved, in advance, by the Authority upon the successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display (S.I.D.A.) class given by the Authority at the facility at no additional cost to the Authority.

Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged in maintenance work under this Contract.

**AIRPORT SECURITY PERSONNEL REQUIREMENTS**

**1) Security Requirements**

Companies contracted by The Port Authority of NY & NJ to perform contractual services at Newark Liberty International Airport must have security identification badges. Therefore, the successful bidder, at the time of contract award, must submit a corporate package (company I.D. request package) to the Port Authority Security I.D. Office at Newark Liberty International Airport. The Contractor must designate a Company Issuing Officer(s) who will be responsible for processing all Security I.D. applications. Issuing Officer(s) must attend an Issuing Officer training session conducted by the Port Authority Security I.D. Office prior to being certified as an Issuing Officer and on an annual basis. Time for this necessary training is the responsibility of the Contractor and will not result in any additional cost to The Port Authority of NY & NJ.

A detailed description of the Issuing Officer's responsibilities can be obtained upon request, from the Port Authority Security I.D. office at Newark Liberty International Airport.

**2) Personnel Requirements (Security)**

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten Airport I.D. Card Application for each of its employees performing services under this Contract. No Resident Manager, Supervisor or Cleaner nor any cleaning personnel performing any of the Work hereunder in any of the Security Areas of Newark Liberty International Airport as designated by the Manager will be allowed to perform any of the Work at these areas unless such personnel have been approved. I.D. applicants must successfully undergo a Criminal History Records Check (CHRC) and Transportation Security Administration (TSA) Security Threat Assessment (STA) in order to obtain an I.D. card. Applicants who do not meet the CHRC and STA requirements will not be eligible to work at Newark Liberty International Airport on this Contract. There is a fingerprinting fee, please consult the ID Office for the fingerprinting fee amount. Applicants must:

- Complete the Port Authority Security I.D. Application form (PA 3253) and present it to an authorized issuing officer for signature.
- All vehicle operators must possess a valid driver's license
- Complete and pass the SIDA and Port Authority Driver Training class if necessary.
- Clear (CHRC) fingerprint background check and STA
- Provide two forms of identification

*\*\*The CHRC takes an average of two weeks for approval, therefore, we urge applicants to submit their applications as soon as possible. The General Manager will provide the Security I.D. Application form (PA 3253)*

It will be the Contractor's responsibility to capture and return all expired or invalid I.D. cards to the Port Authority Security I.D. office at Newark Liberty International Airport. Failure to do so will preclude the Contractor from performing any further work on this contract or any other Port Authority Contract as well as subject the Contractor to administrative fees.

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

### 3) US Bureau Customs Bond Requirements

Dedicated personnel assigned to this Contract must also obtain a U.S. Customs Hologram for access to high security buildings. Staff must meet the established criteria required by the U.S. Bureau of Customs and Border protection. In addition, the Contractor must obtain an Airport Customs Security Area Bond. Currently a \$25,000 bond is required for 25 employees or less.

The Contractor shall comply with US Customs Regulation, 19, CFR 122.14 stating that:

All parties whose personnel require access to Customs Security Areas at airports, that effective October 1, 1998, the Customs Service will require service companies, and all parties whose employees possess Customs Security holograms to post a bond which will guarantee payment of liquidated damages assess by Customs for any violation of the Customs Airport Security Program. These new regulations are set forth in the Customs Regulations, 19 CFR 122.14.

The Customs Regulation as amended September 3, 1998 mandates that companies whose personnel possess security holograms post a bond with Customs, guaranteed by surety, assuring compliance with Customs Regulations applicable to Customs Security Areas. Under the amended regulations, violations will subject and employer to liquidated damages of \$1,000.00 per default from the bond agreement.

Employers operating in Customs Airport Security Areas will advise all their employees of the provision of the Customs Regulations relative to the security areas and require them to familiarize themselves with these provisions and to comply therewith. Failure to comply shall be considered as a default of the conditions of the employer's bond and shall subject the employer to liquidated damages as specified in its bond. The Contractor shall be responsible for any and all fees for its employees to obtain Customs Security Holograms.

## XII

### LIMITATION ON EMPLOYEE HOURS

No employee performing Classified Work hereunder shall be permitted to work more than eight (8) hours per day unless insufficient employees are available to perform the Maintenance and Operation services required and the Contractor has obtained the Manager's prior approval for the assignment of such additional hours. If both such conditions are met and the Contractor assigns additional hours,

the Contractor shall schedule the work so as to ensure that no employee works more than twelve (12) hours per day or resumes work less than eight (8) hours following such an extended shift. No additional payments for premium time shall be allowed to the Contractor under such circumstances. Payment for all such additional hours shall be at the rates applicable to the Work performed as such are set forth in on the Contractor's Pricing Sheets.

In the event that the Manager determines that an emergency exists at the Site of the Work so as to require the utilization of all available employees, he/she shall have the right to waive the above stated limitation on hours for such time as the emergency is in effect. In the event of such an emergency, the Manager may also, at his/her discretion, excuse the performance of regularly scheduled Work and direct that employees assigned thereto be reassigned to Work necessitated by the emergency. In such an event and only with respect to employees so reassigned, Work performed shall not be considered Extra Work and compensation for each hour expended therein shall be at the hourly rate set forth for Classified Work on the Contractor's Pricing Sheets.

There will be no OT billable only those rates agreed to in the Pricing Sheets.

### **XIII UNIFORMS AND IDENTIFICATION**

A. The Contractor shall provide uniforms to each employee performing Maintenance and Operation work required hereunder which shall be worn at all times during which such Work is being performed. Such uniforms shall include an approved EWR embroidery or patch. Each employee must have a company photo ID affixed to the uniform and visible. All insignias and identification badges shall be subject at all times to the Manager's approval.

The Contractor agrees that its employees will present a neat, clean and orderly appearance at all times. The Contractor will also be responsible for ensuring that its employees wear appropriate footwear (no sneakers) for the tasks performed. Personal clothing shall not be worn in any manner as will cover any part of the uniform. The Contractor shall outfit all employees with the following uniform inventory:

4-Collared type shirts (colors to be determined upon award)

4- Pair of work pants (black)

4- Mock style long sleeve, turtleneck shirts

1- Parka or winter type coat

The General 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 Work or to furnish the required number of employees at each location at the Site of the Work as specified.

(B) No agent, employee or subcontractor of the Contractor will be permitted on or about the Facilities without a pass, permit or identification badge approved by the Manager. The Contractor shall obtain such passes, permits or identification badges for his employees. The badge shall list the name of the employee, show the employee's signature and shall contain a recent photograph of the employee. The name and address of the Contractor shall also appear on the badge. The identification badges shall be worn in a conspicuous and clearly visible position by all those engaged in the work

whenever they are at the Facilities. The Contractor agrees that all agents, employees, or subcontractors will present a neat clean orderly appearance at times while at the Facilities.

#### XIV

#### SPACE PROVIDED TO THE CONTRACTOR

The Authority will furnish the Contractor at no cost to the Contractor with non-exclusive locker space, lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's equipment, materials and supplies. Said facilities and space shall be designated by the General Manager and may be changed at any time at his discretion. The Contractor shall not conduct any business from this space other than what is specified in this agreement.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise.

Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

#### XV

#### VEHICLE REQUIREMENTS

The Contractor shall furnish and maintain, for exclusive use by the Contractor's employees the at Airport 24 hours per day 7 days per week the following Vehicle to be used to transport baggage tubs, staff, equipment, parts and materials from one location to the next:

One (1) 6-passenger, pick-up truck, not more than three (3) model years old at any time, with hydraulic tail lift-gate, all wheel drive or (4X4) with no more than 5,000 miles or approved equal. Vehicle must not have any oil leaks or any other type of fluid leaks including the burning (smoking) of any fluids that leave behind a "smoke like" appearance.

**PART V - SPECIFICATIONS**

Vehicle must also be well maintained inside and out to give a proper, professional appearance to our airline customers. The General Manager will have the right to inspect and remove the vehicle from service if deemed necessary due to unsightly appearance or signs of neglect. Vehicle must be washed regularly at a minimum once every three weeks. This maintenance will be at the expense of the Contractor and is not reimbursable.

The vehicle must be equipped with air conditioning, heat, automatic transmissions, back-up alarms, steel bed-liners, roof mounted rotary yellow beacon safety light bar for maneuvering on the ramp areas and when parked in front of the terminals loading baggage tubs.

Must be easily identifiable; and must have the company name or logo prominently displayed.

The color, style, and identification of all vehicles shall be subject to the prior and on-going approval of the General Manager.

All costs related to the vehicle including, but not limited to insurance, fuel, oil cleaning, and maintenance are to be borne by the Contractor.

The Port Authority will only reimburse the Contractor for the rates as quoted on the Contractor's Price Sheet for the time the vehicles are in service at the Facility.

The vehicle will be operated only by a licensed driver that has satisfactory completed the Port Authority's "Aeronautical Driving Course" and the driver must carry the approval card that is issued upon completing said course and must also adhere to the established airport rules and regulations for the operation of motor vehicles.

## **XVI**

### **Materials, Supplies and Equipment**

#### **A. Routine Maintenance (All Classified Work)**

The Contractor shall supply all tools, supplies and equipment and routine maintenance parts and materials required for the performance of such work. None of these items supplied for Routine Maintenance shall be deemed a part of the inventory and are therefore the financial responsibility of the Contractor.

#### **B. Non - Routine Maintenance**

All specially designed tools, materials, parts, supplies required for the performance of such work, shall be provided by the Contractor or withdrawn from Inventory as required. All said items provided by the Contractor should become the property of the Authority. All specialty tools permitted by the General Manager to be purchased for the repair of a Non-Routine and becoming the property of The Port Authority of NY & NJ must receive a Port Authority Property Tag.

The Contractor is responsible for the security, repair, and integrity of all tools and equipment as to be readily available at all times.

**C. Minor Part**

Any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

If it is less expensive for the Contractor and The Port Authority of NY & NJ to do a bulk order of parts (General Manager of PA to pre-approve) costing \$25.00 or less, \$25.00 will be deducted from the invoice and no mark-up will be granted only shipping cost (with no mark up on the shipping cost). The Port Authority shall approve any bulk procurement.

All expendable materials such as rags, oil, lubricants, bulbs (except where large orders of bulbs are made at the request of the Manager, then a bulk order may be made but will still carry a \$25.00 deductible for the order. The type of bulbs for example are for convenience lighting and safety not indicator bulbs), sprays, contact cleaners, are considered expendable items and are included in the base term price of the contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision.

**C. Major Part**

The Contractor will be reimbursed for any part amount over \$25.01 plus the agreed mark-up, plus shipping. The first \$25.00 will be the responsibility of the Contractor. If it is less expensive for the Contractor and the Port Authority to do a bulk order of parts (where one (1) is needed now but the rest will be used in the near future and can be placed in inventory) costing \$25.01 or more, \$25.00 will be deducted from the bulk purchase on the invoice, however mark-ups and shipping will remain as stated on the Pricing Sheets. The Contractor must obtain permission from the General Manager to us the bulk order provision.

**C. Inventory**

The Contractor shall maintain a sufficient quantity of items, as determined by the General Manager in discussion with the General Site Manager placed in the space provided by the Authority, to ensure the continuous operation of the Baggage Belt Systems. Items supplied for Classified Work shall not be deemed to form a part of inventory. Specialty Tools purchased for any approved Non-Routine job will not be permitted to receive Contractor's mark-up on tools or equipment provision in the Pricing Sheets as such tools will become the property of The Port Authority of NY & NJ.

The Contractor by way of its General Site Manager may suggest to the General Manager items to be kept in inventory or new items to be purchased in inventory, but no item shall be purchased without the written approval of the General Manager.

If required by the General Manager, the Contractor shall obtain a minimum of three bids for each purchase.

All items of inventory shall be, and remain at the termination of the Contract, the property of the Authority.

The Contractor shall track all purchases and record all items purchased on an inventory. The Port Authority will conduct monthly spot checks on the inventory and the Contractor will be responsible for the accuracy of the inventory and all associated items.

**D) TITLE TO MATERIALS, SUPPLIES, TOOLS, PARTS**

All materials, parts and supplies to become part of the baggage belts or to be expended in the maintenance and operation hereunder, and all other items, including all tools to become property of the Authority under this Contract, shall be and become the property of the Authority upon delivery to the Airport or upon being especially adapted for use for this Contract, whichever may first occur.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as maybe required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances and shall mark or otherwise identify all such items as the property of the Authority.

**E) INSPECTION OF TOOLS, EQUIPMENT, MAN-LIFTS, FORKLIFTS**

The Contractor will have a maintenance routine set in place for all tools and equipment to include an O.S.H.A approved inspection and preventative maintenance check on all man-lifts, forklifts and like equipment used by the Contractor. Proof of such will be provided to the General Manager upon request from the General Site Manager.

## **XVII Wages and Supplemental Benefits**

### **A. Definitions:**

- 1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract and other administrative personnel performing such duties exclusively.
- 2) "Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plans are not included as wages.
- 3) "Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included as Supplemental Benefits.
- 4) "Non-overtime Hours Worked" shall mean the straight-time hours actually worked by Employees under this contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid. There is no provision in this contract for "Overtime" hours worked.
- 5) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B. Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.**

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee

finally takes his/her vacation in February 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Wage/Salary and fair and reasonable Supplemental Benefits for each employee in each category as set forth below.

Minimum Hourly Wage:

Systems Engineer - \$25.98 (per hour)

Mechanic - \$17.61 (per hour)

Baggage Belt Maintainer - \$11.72 (per hour)

Supervisor - \$27.00 (per hour)

Minimum Annual Salary:

Manager - \$65,726 per year

General Site Manager - \$74,897 per year

D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Minimum Hourly & Annual Salary for all the above noted employees, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee Wages/Salary higher than the Minimum Wage/Salary hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Wage/Salary per job title, set forth above, allows the Contractor to pay or provide some of its employees Wages/Salary that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

F. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the

paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

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

For records related to Wages and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

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

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

H. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract.

I. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages set forth herein (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's employees who have not been paid the proper wages (or to the Port Authority for retention

by the Port Authority until such time as the Contractor's employees are paid) or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

J. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment(s) due to the Contractor under this Contract.

K. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

#### 1) Health Benefits for Full-Time Employees

##### A. Definition:

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

1) Health benefits shall be provided to Employees and their families.

2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:

- i. up to and including family coverage, as applicable
- ii. inpatient hospital services
- iii. outpatient surgical facility
- iv. emergency room services
- v. prenatal services
- vi. well visits/immunizations/routine visits for illness
- vii. prescription drug benefit

3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.

4) The Contractor shall demonstrate to the satisfaction of the Port Authority that the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees, furnish health benefits:

The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;

The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

5) Health Benefits shall be provided to Full Time Employees and their families no later than thirty (30) days from the first date of Employee performance under the Contract.

6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.

7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

## 2) Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to his or her workmen, laborers, carpenters, mechanics, welders and electricians (Class A) (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 as determined by the Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the State of New Jersey, County of Essex and County of Union for the locality and for the period of time the work is performed. The provisions of this clause are inserted in this Contract for the benefit of such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) less than the rates of wages and supplements above described, such workmen, 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) for the minimum hereinbefore described.

# MCS Electrical Contractors, Inc.

1433 Route 34 South, Bldg. B, Farmingdale, NJ 07727, NJ Electrical Lic. #8628

Phone: (866)-343-5197 Fax: 732-751-135 Email: info@mcs-automation.com

December 13, 2010

Mr. Richard A. Grehl  
The Port Authority of New York & New Jersey  
One Madison Avenue - 7<sup>th</sup> Floor  
New York, NY 10010

Subject: Bid Number 23230: Operate and Maintain 18 Baggage Belt Conveyor Systems and  
Associated Carousels at Newark Liberty International Airport

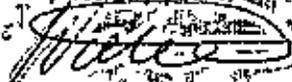
Dear Mr. Grehl:

Attached to this letter is our proposal entitled "MCS Service Proposal Port Authority of New York  
& New Jersey Newark Liberty International Airport (EWR) Terminal B Baggage Conveyor System  
Maintenance Diagnostic System (MDS) Proposal" dated December 13, 2010 to provide support  
services for a contract expected to be released as a result of Bid Number 23230.

We agree that the Port Authority of New York & New Jersey and the bidder whose bid is accepted  
for the contract shall be the beneficiaries of this agreement and shall have a direct right of action  
against us in the event of a breach.

Our offer to sell shall be irrevocable for a period of 180 days after opening of the bids for Bid  
Number 23230.

Respectfully yours,



Joe Valente  
President  
MCS Automation  
MCS Electrical Contracting, Inc.

# **MCS Service Proposal**

**Port Authority of New York & New Jersey**

**Newark Liberty International Airport (EWR)**

**Terminal B**

**Baggage Conveyor System**

## **Maintenance Diagnostic System (MDS) Proposal**

**Date: December 13, 2010**

**A comprehensive proposal detailing our intended scope and pricing in our alliance with PANYNJ.**

# MCS Service Proposal

## Maintenance Diagnostic System Proposal

### System Description

The EWR Terminal B BHS MDS System is a terminal wide Maintenance Diagnostics Computer System that was installed in 2008 as part of PANYNJ Contract Number EWR-254,002. This project involved the installation and commissioning of 11 new Inline Baggage Screening Machines throughout the terminal. Along with the Baggage System, the MDS System was installed in the Terminal B Control Room and is the central monitoring and diagnostics tool used by Maintenance Personnel to ensure the proper operation of the BHS Systems installed under that contract. Aside from being an important diagnostic/reporting tool for the Maintenance Staff, the MDS also serves as a critical reporting tool necessary to meet the mandatory daily reporting needs of the Local TSA in their effort to monitor and report on the daily operation of the CBIS.

Therefore, the availability and proper operation of the MDS System is a CRITICAL part of the successful operation of the Terminal B Baggage Handling Systems. To keep the entire system operating smoothly it is necessary for personnel, which are fully qualified technicians, to perform the diagnostics and regular detailed maintenance required on the system of this scale and complexity.

The Terminal B MDS Computer System is comprised of the following computer/server components:

- Two Rack mounted Servers operating in a redundant configuration, each running the following custom configured software:
  - Microsoft Windows Server 2003 R2
  - Microsoft SQL Server 2005
  - Microsoft Internet Information Services
  - Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct Driver Suite
  - Iconics DataWorx32 9.13 Redundant
  - Iconics AlarmWorx32 9.13 Redundant
  - Iconics AlarmWorxLogger32 9.13 Redundant
  - Iconics ReportWorx32 Standard 9.13
  - Iconics WebHMI Server
  - Microsoft Office Excel 2007 (Required for ReportWorx32)

# MCS Service Proposal

- Two Workstations in a Quad Monitor configuration, each running the following custom configured software:
  - Microsoft Windows XP SP2
  - Iconics Genesis32 9.13 Redundant
  - Iconics Genesis32 VBA Scripting Environment
  - CLI ThinClient Manager
- Twelve Panel Mounted ThinClient Computers with attached 19" Touchscreen monitors, each running the following software:
  - Microsoft Windows XP Embedded
  - Microsoft Internet Explorer
- One HP MediaVault Backup File Server with dual hard drives in a Raid 1 configuration.

The MDS System was developed using the stated software programs/platforms, however it was designed and built specifically to fit the needs of the project using the Iconics GraphWorx32 Development Platform. As such, it is a highly customized set of proprietary applications built using a combination of standard available GraphWorx32 customization features and a high degree of custom API (application programming interface) scripting and programming.

To connect the MDS Computer System to the PLCs from which it collects and analyzes its data, a Terminal Wide Redundant, Fiber-Optic Ethernet Network was installed. The Ethernet Network connects the Control Room Servers to the Ethernet Adapters of the ten PLCs located throughout the terminal. The backbone of the network is a series of Redundant Managed Ethernet Switches, located throughout the terminal and configured to use X-Ring Redundancy.

To keep the MDS Hardware and Software functioning optimally it will be necessary for fully qualified personnel with a proven, deep understanding of ALL of the stated Hardware Platforms and Software Programs/Packages to perform routine maintenance on the system. The following qualifications outline the specific product/industry knowledge that would be require of an MDS Technician.

# MCS Service Proposal

## Required Qualifications of MDS Technician(s)

### Software

#### • Microsoft SQL Server Database

- Have in depth knowledge of structure and operational needs of relational databases.
- Ability to run Archiving, Re-Indexing, and other maintenance routines on the SQL Server databases
- Ability to understand, write, and maintain SQL Queries, Triggers, and Stored Procedures.

#### • OPC Servers

- Have in depth understanding of OLE for Process Control (OPC)
- Manage and expand OPC Tag Databases.

#### • Allen-Bradley ControlLogix Programmable Logic Controllers

- Fully versed in RSLogix 5000 programming language.
- Complete knowledge of Logix family PLC I/O structure.
- Experience implementing and troubleshooting solutions built using the Logix family EtherNet/IP communication cards using CIP.
- Experience implementing and troubleshooting solutions built using ControlNet Communications hardware and software protocols.
- Full understanding of Logix family PLC Tag based I/O.
- Full understanding of RSLogics Modular programming techniques.
- Familiar with "User Defined Type" (UDTs) Data types and their uses.

#### • Industrial Networking Skills

- General Experience troubleshooting Ethernet Networks containing Fiber Optics.
- Experience Configuring and Troubleshooting Managed Switches
- Experience troubleshooting of advanced network topologies using features such as X Ring Redundancy, IGMP Snooping, Port Trunking, and VLANs.
- Thorough understanding of the Ethernet/IP stack and the CIP protocol.

# MCS Service Proposal

## • (ICONICS Genesis32 Graphical Interface Program and components)

- Training and Experience developing and troubleshooting solutions built in the Iconics Genesis32 Development Platform. Experience with the Graphworx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32 is necessary.
- Diagnose and solve problems with system Graphics Screens.
- Diagnose and solve problems with system Data manager (DataWorx), Alarm Manager (AlarmWorx) and Alarm Logger (AlarmWorxLogger).
- Experience developing and troubleshooting reports using ReportWorx32.
- Proficient in Visual Basic for Applications (VBA) and able to diagnose and solve problems with any of the various custom VBA scripts embedded in the MDS software application.
- Full understanding of the relationship and dependencies of a HMI program, PLC program & Computer system network environment.

## Hardware

### • Computers

- Ability to administer, maintain and troubleshoot servers in a redundant environment.
- Ability to Administer and troubleshoot an Active Directory Cluster.
- Experience Administering Windows Group Policies.
- Ability to Administer, maintain and troubleshoot Workstations in a redundant environment.
- Ability to change out computer hardware and rebuild software environment to match original configuration.

### • Allen-Bradley & Legacy KOYO Programmable Logic Controllers

- Ability to diagnose problems with I/O hardware, isolate & repair.
- Ability to diagnose problems with communication hardware, isolate & repair.

### • Miscellaneous Hardware Components

- Working knowledge of Thin Client hardware, HMI Web interface and Touchscreen monitors in a Network environment.
- Working knowledge of EtherNet to Serial Converters in an EtherNet/IP Network environment.
- Familiarity with large format LED displays and Serial Label Printers.
- Complete working knowledge of Redundant Managed EtherNet Switches and Redundant Ring applications.
- Working knowledge of EtherNet communications over CAT6 & Single Mode Fiber Optic Networks.

# MCS Service Proposal

## Baggage Screening System

### • GE CTX Machines

- o Working knowledge of CTX machine operation from an integration standpoint.
- o Experience with FDR Reports generated by CTX equipment and how this data relates to the MDS processes and Maintenance/TSA Procedures.
- o Familiarity with TSA PTRI & TRI computer functions (Image Decisions & Image Display)

### • Baggage Tracking System

- o Working knowledge of how baggage is to be handled at insertion points and the effects of "Bag Hygiene" on tracking system efficiencies.
- o Familiarity with Photoeyes and Pulse Generators (Encoders) and their functionality and purpose within the Tracking Zones.

## Typical Tasks which may be required to be performed by MDS Technician

### • Including but not limited to:

- 1) Generate and Store Exports of the Kepware, DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.
- 2) Check for free Server disk drive space and manage disk drive accordingly.
- 3) Run complete Backups and Virus Scans on each of the two Servers disks.
- 4) Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.
- 5) Simulate Server failover to verify Server Redundancy operation.
- 6) Ensure Reports are operational and available to be run by operators.
- 7) Run Complete Backups and Virus Scans on each of the two Workstations.
- 8) Check for free Workstation disk drive space and manage disk drive accordingly.
- 9) Archive old Reports.
- 10) Ensure PLC code integrity is maintained in each PLC. *Note: PLC code cannot be modified in any way without authorization of PANYNJ project manager.*
- 11) Ensure both Primary and Secondary PLCs are functional.
- 12) Review Daily Operational Logs, review any noted system issues with Maintenance Staff.
- 13) Analyze collected data to reconcile differences in data reported by TSA/CTX system and MDS in the event of a discrepancy or unexpected event.
- 14) Be responsive to requests for assistance by maintenance personnel in troubleshooting problems with all electrical elements of the Outbound Baggage Conveyor Systems.

# MCS Service Proposal

## Routine Scheduled Tasks

| Task   | Monthly | Quarterly |
|--|---------|-----------|
| Generate and Store Exports of the Kepware DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.                                |         | X         |
| Check for free Server disk drive space and manage disk drive accordingly.  | X       |           |
| Run complete Backups and Virus Scans on each of the two Servers disks. (Note: All Server data is backed up daily to local Raid One NAS drive located in Server Rack) |         | X         |
| Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.                          | X       |           |
| Simulate Server failover to verify Server Redundancy operation.  | X       |           |
| Ensure Reports are operational and available to be run by operators.   | X       |           |
| Run Complete Backups and Virus Scans on each of the two Workstations.  |         | X         |
| Check for free Workstation disk drive space and manage disk drive accordingly.   | X       |           |
| Archive old Reports.   |         | X         |
| Ensure PLC code integrity is maintained in each PLC. Note: PLC code cannot be modified in any way without authorization of PANYNJ project manager.                   | X       |           |
| Ensure both Primary and Secondary PLCs are functional.   | X       |           |
| Review Daily Operational Logs, review any noted system issues with Maintenance Staff.  | X       |           |

# MCS Service Proposal

## Proposal Detail

To Furnish Maintenance Services for Terminal B Inline Baggage Screening  
Conveyors Maintenance Diagnostic System (MDS)

MCS Automation proposes to furnish the services outlined above subject to the below listed qualifications:

### 1) Term of Proposal

This proposal provides for furnishing the technical support necessary to maintain the MDS hardware and software in operational condition as described above.

The proposed term of the agreement is for three years with an option to extend the agreement for an additional three years. The price of an extension to an existing agreement shall increase by One and One Half Percent (1.5 %) for each of the subsequent three option years. All purchased materials and equipment (ICONICS/Genesis SupportWorx License Maintenance Agreement and/or replacement parts) will be priced at their current cost at the time of purchase.

### 2) Software Maintenance License

Under this proposal MCS will purchase, for the PANYNJ, the Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for each of the three (3) years covered by this proposal. (See page 9 for the cost associated with license procurement)

ICONICS software packages that require SupportWorx License Maintenance Agreement are Graphworx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32.

### 3) System Maintenance

Routine administrative maintenance chores will be performed on-site on a monthly basis at scheduled intervals. See "Routine Scheduled Tasks" on page 10.

It is not the intent of this proposal to provide a full time technician on site at any time.

### 4) Service Availability

It may be required that an experienced MDS Technician be available for emergency or pre-arranged service calls (Billable at the hourly rates detailed herein). In these events, MCS

# MCS Service Proposal

Automation WILL have a Technician available onsite within 4 hours of notification to provide support/assistance, in the diagnosis, repair and/or replacement of malfunctioning equipment.

Such on site, Remote Telephone or Computer Service is outside the scope of this proposal but shall be made available subject to the attached hourly service rates. See "Service Rates" on page 11.

## 5) Replacement Parts

Replacement parts are not included in the base proposal but a list of critical spare parts for the Maintenance Diagnostic System is provided as an option. This list represents those essential pre-configured & tested items we feel are necessary to have on site, in case of a catastrophic failure.

See "Spare Parts" on page 12.

## 6) Documentation and Escrow

6.1) During the term of this proposal MCS will assemble all Application Configuration Files, database scripts, etc. that would be necessary to reconstruct the MDS System, should the need arise. In addition, all of the PLC System(s) code files would be provided as well as the installation media for the necessary application, server, and development Software, to include:

- Microsoft SQL Server 2005
- Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct (Driver Suite)
- Iconics DataWorx32 9.13 Redundant
- Iconics AlarmWorx32 9.13 Redundant
- Iconics AlarmWorxLogger32 9.13 Redundant
- Iconics ReportWorx32 Standard 9.13
- Iconics WebHMI Server 9.13
- Iconics Graphworx32 9.13
- Microsoft Office Excel 2007 (Required for ReportWorx32)
- Rockwell RSLogix5000 Professional

All software elements will be provided for PANYNJ to Escrow.

6.2) MCS will compile a set of PDF documents consisting of all BHS & MDS related drawings, spare parts list, operating instructions, Network Configuration files, and Hardware manuals.

Under the terms of this proposal MCS may be requested to assist in the solution of system malfunctions involving other areas of the Baggage Handling System such as Network Switches.

MCS Automation Division of MCS Electrical Contracting, Inc. 1433 Route 34 South Farmingdale, New Jersey 07727  
Phone: (732)-345-4625 Fax: 732-751-0135 Email: info@mcs-automallon.com

# MCS Service Proposal

PLC components, Variable Frequency Drives etc. Therefore it would be useful for MCS to be provided with a complete listing of the type and quantities of all existing electrical component spare parts and their location.

## Pricing

### On-Site Monthly Maintenance for Three Year Period

*Fifty Thousand Four Hundred Dollars* ..... **\$ 50,400.00**

*To be invoiced each month for 36 months pro-rated at \$1,400.00 per month, NET 30 Days.*

### One Time Charge for Escrow Documentation Package

*Thirty One Thousand Two Hundred Fifty Dollars*..... **\$ 31,250.00**

### Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for three Year Period:

*Thirty Two Thousand Seven Hundred Eighty Six Dollars*..... **\$ 32,784.00**

*To be invoiced annually at a rate of \$10,928 per year, NET 30 Days.*

### Total Price for Maintenance, Escrow Package and SupportWorx Licensing:

*One Hundred Fourteen Thousand Four Hundred Thirty Four Dollars*..... **\$ 114,434.00**

The above pricing would cover scheduled maintenance visits and software support licensing as defined previously in this proposal. For unscheduled service or repair calls the cost would be as described in "Service Rates". All replacement parts, when requested will be furnished by MCS on a cost plus basis unless the spare parts option is purchased. See "Spare Parts" on page 12.

Compilation of the Escrow Package would begin subsequent to the acceptance and execution of this proposal and the receipt of a binding purchase order.

# MCS Service Proposal

## Service Rates

| <b>On Site Engineering Support</b> |            |           |                    |  |
|------------------------------------|------------|-----------|--------------------|--|
|                                    | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM - 3:30 PM<br>Overtime - Sat & Weekdays After 3:30 PM |
|                                    | \$ 125.00  | \$ 187.50 | \$ 250.00          | + mileage, tolls & parking   |

In the event that the PANYNJ Conveyor Maintenance Contractor requests MCS assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. For example work related to: Diagnosis or repair to the CAT6, ControlNet or Fiber Optic Communication System including any of the network switches, PLC communication cards; VFDs replacement, setup and/or configuration; Problems with interfaces with the CTX Machines, High Speed Diverters or Vertical Sorters. For unscheduled service or repair calls the cost would be hourly rates above with a four (4) hour minimum plus expenses.

## On Site Electrical Support

|                 | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM - 3:30 PM<br>Overtime - Sat & Weekdays After 3:30 PM |
|-----------------|------------|-----------|--------------------|--|
| Foreman         | \$ 120.29  | \$ 180.44 | \$ 240.59          | + mileage, tolls & parking   |
| Journeyman      | \$ 105.52  | \$ 158.28 | \$ 211.04          | + mileage, tolls & parking   |
| General Foreman | \$ 126.55  | \$ 189.83 | \$ 253.11          | + mileage, tolls & parking   |

In the event that MCS is requested to provide IBEW electricians to perform electrical repairs or modifications the above rates will prevail. Rates are valid thru 5/31/2011 and are expected to increase by 3% per year thereafter. For unscheduled service or repair calls involving IBEW electricians the cost would be hourly rates above with a four (4) hour minimum plus expenses. For calls outside of normal 7:00 AM to 3:30 PM working hours exceeding 4 hours but less than 8 hours will be billed at a minimum of 8 hours. Physical repairs to the Fiber Optic cabling system would fall under the scope of IBEW electricians.

## Off Site Remote Phone or Computer Support

|  | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM - 3:30 PM<br>Overtime - Sat & Weekdays After 3:30 PM |
|--|------------|-----------|--------------------|--|
|  | \$ 125.00  | \$ 187.50 | \$ 250.00          |  |

Should the PANYNJ Conveyor Maintenance Contractor contact MCS requesting phone assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. Phone service charges will be subjected to a 15 minute minimum.

# MCS Service Proposal

## Spare Parts List

| Manufacturer        | Device              | Part Number                  |
|---------------------|---------------------|------------------------------|
| Hewlett-Packard     | Printer             | LaserJet P2015               |
| Hewlett-Packard     | Printer Cartridge   | Q7553X                       |
| Hewlett-Packard     | Backup Drive        | Media Vault or equal         |
| Western Digital     | Hard Drive          | 500 GB ATA Drive             |
| PARA Systems        | Server UPS          | MinuteMan E3000RMT2U         |
| Panasonic           | Server UPS Battery  | LC-R129                      |
| NETGEAR             | Rack Network Switch | FS728TS                      |
| Dell                | Server              | PowerEdge 2950 or Equivalent |
| Dell                | Work Station        | Precision 690 or Equivalent  |
| SHARP               | 52" LCD Monitor     | LC-52D62U                    |
| Rackmount Solutions | KVM Monitor         | RK-P17                       |

### Quote for Spare Parts

Package price to provide all listed spare parts with server and workstation computers pre-loaded with application software and tested at MCS facility.

**Twenty Three Thousand Three Hundred Seventy Five Dollars ..... \$23,375.00**

Once purchased, configured and tested all parts will be delivered to EWR and stored in location directed by PANYNJ.

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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.

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.

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

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

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

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

#### 21. Approval of Methods

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

#### 22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

#### 23. Accident Reports

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

#### **24. Trash Removal**

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

#### **25. Lost and Found Property**

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

#### **26. Property of the Contractor**

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

#### **27. Modification of Contract**

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

#### **28. Invalid Clauses**

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

#### **29. Approval of Materials, Supplies and Equipment**

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

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List - Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate

### **32. Designated Secure Areas**

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

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

### **33. Notification of Security Requirements**

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

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

- **Contractor/ Subcontractor identity checks and background screening**

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

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

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

- **Issuance of Photo Identification Credential**

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.

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

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

• Access control, inspection, and monitoring by security guards

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

• Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook;
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;

- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. (This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures, or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor, to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract;
- (9) prohibit the publication, exchange, or dissemination of CI developed from the project, or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

• **Audits for Compliance with Security Requirements**

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

**34. Construction In Progress**

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

**35. Permit-Required Confined Space Work**

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

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

**36. Signs**

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

**37. Vending Machines, Food Preparation**

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

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

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

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

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

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

**39. Time is of the Essence**

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

**40. Holidays**

The following holidays will be observed at the Site:

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



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

**41. Personnel Standards**

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

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

**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 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  
PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE, 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**TITLE: OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT  
CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK  
LIBERTY INTERNATIONAL AIRPORT TERMINALS**

**BID NO.: 23230**

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

|                      |                         |                       |
|----------------------|-------------------------|-----------------------|
| <b>SITE VISIT:</b>   | <b>JANUARY 19, 2011</b> | <b>TIME: 10:00 AM</b> |
| <b>QUESTIONS BY:</b> | <b>JANUARY 21, 2011</b> | <b>TIME: 11:00 AM</b> |
| <b>BID DUE DATE:</b> | <b>JANUARY 27, 2011</b> | <b>TIME: 11:00 AM</b> |

**BUYER NAME: RICHARD A. GREHL**      **PHONE NO.: (212) 435-3941**  
**EMAIL: rgrehl@panynj.gov**

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

AIRWAY MAINTENANCE LLC  
(NAME OF BIDDING ENTITY)  
15 CLINTON AVENUE  
(ADDRESS)  
ROCKVILLE CENTRE, NY 11570  
(CITY, STATE AND ZIP CODE)  
DOM MATERA, VICE PRESIDENT      516.250.5306  
(REPRESENTATIVE TO CONTACT-NAME & TITLE)      (TELEPHONE)  
516.594.4902  
(FEDERAL TAX I.D. NO.)      (FAX NO.)  
 BUSINESS CORPORATION       PARTNERSHIP       INDIVIDUAL  
 OTHER (SPECIFY): LLC

## INVITATION FOR BID

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

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## **PART I - STANDARD INFORMATION FOR BIDDERS**

### **1. Form and Submission of Bid**

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope with the Bidder's name and address conspicuously marked. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

### **2. Firm Offer**

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

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

### **3. Acceptance or Rejection of Bids**

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

### **4. Bidder's Questions**

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or

additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

**5. Additional Information To and From Bidders**

- a. Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

**6. Union Jurisdiction**

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

**7. Assessment of Bid Requirements**

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

**8. Bidder's Prerequisites**

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

**9. Qualification Information**

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

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
  1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.
  3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
  - c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
  - d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

#### **10. Facility Inspection**

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

#### **11. Available Documents - General**

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

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

#### **12. Pre-award Meeting**

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

### **13. Price Preference**

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

### **14. Good Faith Participation**

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 (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

### **15. Certification of Recycled Materials**

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

#### **Recycling Definitions:**

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

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

#### **16. City Payroll Tax**

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

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

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

#### **17. Additional Bidder Information**

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

**ATTACHMENT I A - Certified Environmentally Preferable Products/Practices**

Bidder Name: AIRWAY MAINTENANCE Date: 01.27.11

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

**1. Packaging**

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

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

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

**2. Business Practices / Operations / Manufacturing**

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

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

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

**3. Training and Education**

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

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

**4. Certifications**

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

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

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

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

Dum Miller VP Name      01.27.11 Date

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## PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

### 1. Service(s) Required

Operate and Maintain eighteen (18) Baggage Belt Conveyor Systems and Associated Carousels at Newark Liberty International Airport Terminals

### 2. Location(s) Services Required

Terminal B International and Portions of Terminal A, as more fully described in the definition of "Facility" in the Specifications.

### 3. Expected Date of Commencement of Contract

On or about May 1, 2011

### 4. Contract Type

Service Contract

### 5. Duration of Contract

3-years

### 6. Price Adjustment during Base Term (Index Based)

Not Applicable

### 7. Option Period(s)

There shall be one (1), 3 year Option Period

### 8. Price Adjustment during Option Period(s) (Index Based)

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

### 9. Extension Period

120-Day Applicable

### 10. Facility Inspection

**Date and Time:** January 19, 2011 at 10:00 AM; location Building 80.

The Port Authority will conduct an on-site facility inspection for all parties interested in submitting bids on this contract. All Bidders are strongly encouraged to attend this Facility Inspection. All attendees are required to present two valid picture I.D.s to attend the facility inspection. No individual will be admitted to the Facility without presenting two valid picture I.D.s to the security officers.

To confirm attendance and/or receive travel directions please contact Mr. Genaro Pipitone 973-961-6075 Monday - Friday between the hours of 7:00 a.m. and 3:30 p.m at least five (5) days before the site visit so that clearance can be obtained to enter secured areas.

#### **11. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of Baggage Handling Systems, carousels, web-based computerized maintenance management system and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of six (6) million USD annual gross income from the type of service required under this Contract.

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

#### **12. Bidder's Additional Submittal Requirements**

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

- a. A statement that an employee who performed a similar role at the Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;
- b. Supporting documentation that it provides or is capable of providing Health Benefits for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees", with

such Health Benefits to be provided within thirty (30) days of award of this Contract; and

- c. The "Calculation of Hourly Rate" forms included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

### **13. Available Documents**

The following documents will be made available for reference and examination: There will be partial drawings available for review. No documents or drawings will be allowed to be taken off premises.

Copy of current contract 4600003890.

### **14. Attached Documents**

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached.  
See Attachment A (Current Wages)

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.

There is no guarantee that these wages will be the same at the commencement of the new Contract.

If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under contract 4600003890 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached active employee list.

**ATTACHMENT A**

Current Wages Contract # 4600003890

| First name | Job                       | Hrly/BIWkly Rate | Annual salary |
|------------|---------------------------|------------------|---------------|
| 1          | OXF BELT MAINTAINER       | \$18.50          | \$38,480.00   |
| 2          | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 3          | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 4          | OXF BELT MAINTAINER       | \$18.00          | \$33,280.00   |
| 5          | OXF BELT MAINTAINER       | \$15.50          | \$32,240.00   |
| 6          | OXF BELT MAINTAINER       | \$15.00          | \$31,200.00   |
| 7          | OXF BELT MAINTAINER       | \$13.50          | \$28,080.00   |
| 8          | OXF BELT MAINTAINER       | \$13.00          | \$27,040.00   |
| 9          | OXF BELT MAINTAINER       | \$13.50          | \$28,080.00   |
| 10         | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 11         | OXF BELT MAINTAINER       | \$15.00          | \$31,200.00   |
| 12         | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 13         | OXF BELT MAINTAINER       | \$14.00          | \$29,120.00   |
| 14         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 15         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 16         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 17         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 18         | OXF BELT MAINTAINER       | \$12.50          | \$26,000.00   |
| 19         | OXF BELT MAINTAINER       | \$11.50          | \$23,920.00   |
| 20         | OXF BELT MAINTAINER       | \$11.50          | \$23,920.00   |
| 21         | OXF BELT MAINTAINER       | \$11.50          | \$23,920.00   |
| 22         | OXF BELT MAINTAINER       | \$11.50          | \$23,920.00   |
| 23         | OXF BELT MAINTAINER       | \$11.50          | \$23,920.00   |
| 24         | OXF BELT MAINTAINER       | \$11.50          | \$23,920.00   |
| 25         | OXF BELT MECHANIC         | \$19.00          | \$39,520.00   |
| 26         | OXF BELT MECHANIC         | \$20.00          | \$41,600.00   |
| 27         | OXF BELT MECHANIC         | \$22.00          | \$45,760.00   |
| 28         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 29         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 30         | OXF BELT MECHANIC         | \$20.00          | \$41,600.00   |
| 31         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 32         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 33         | OXF BELT MECHANIC         | \$20.50          | \$42,840.00   |
| 34         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 35         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 36         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 37         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 38         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 39         | OXF BELT MECHANIC         | \$21.00          | \$43,680.00   |
| 40         | OXF BELT MECHANIC         | \$19.00          | \$39,520.00   |
| 41         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 42         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 43         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 44         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 45         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 46         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 47         | OXF BELT MECHANIC         | \$18.00          | \$37,440.00   |
| 48         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 49         | OXF BELT MECHANIC         | \$18.50          | \$38,480.00   |
| 50         | OXF BELT MECHANIC         | \$21.00          | \$43,680.00   |
| 51         | OXF BELT MECHANIC         | \$17.00          | \$35,360.00   |
| 52         | OXF BELT MECHANIC         | \$17.00          | \$35,360.00   |
| 53         | OXF BELT MECHANIC         | \$17.00          | \$35,360.00   |
| 54         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 55         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 56         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 57         | OXF BELT SUPERVISOR       | \$28.50          | \$55,120.00   |
| 58         | OXF MANAGER               | \$31.01          | \$64,500.00   |
| 59         | OXF MECHANIC/ELECTRIC PLC | \$28.50          | \$55,120.00   |
| 60         | OXF MECHANIC/ELECTRIC PLC | \$28.50          | \$55,120.00   |
| 61         | OXF MECHANIC/ELECTRIC PLC | \$25.50          | \$53,040.00   |
| 62         | OXF GENERAL MANAGER       | \$35.34          | \$73,500.00   |

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,  
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## PART III - CONTRACT SPECIFIC TERMS AND CONDITIONS

### 1. General Agreement

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

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

### 2. Duration

- a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

### **3. Payment**

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within forty-five (45) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the

difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

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

All Contract prices submitted by the Contractor and agreed to by Port Authority shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Part III page 2" in paragraph 2 part c, hereof) 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"). In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period.

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve-month anniversary of the Commencement Date of this Contract.

The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

Effective on the first day of each Option Period exercised (excluding the 120 day Extension Period) hereunder, the amounts payable shall be adjusted as follows:

For the first year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2012 and November 2013. 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 November 2013 and the denominator of which is the Price Index for November 2012. The resulting product shall be the amounts payable to the Contractor in the first year of the three (3) year Option Period.

For the second year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2013 and November 2014. The amounts payable to the Contractor in the first year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2014 and the denominator of which is the Price Index for November 2013. The resulting product shall be the amounts payable to the Contractor in the second year of the three (3) year Option Period.

For the third year of the three (3) year Option Period of the Contract, the Price Index shall be determined for the months of November 2014 and November 2015. The amounts payable to the Contractor in the second year of the three (3) year Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2015 and the denominator of which is the Price Index for November 2014. The resulting product shall be the amounts payable to the Contractor in the third year of the three (3) year Option Period.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

In the event the amounts payable to the Contractor as set forth on the Pricing Sheet(s) shall be adjusted hereunder, then, simultaneously with such adjustment, the Average Hourly/Annual Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly/Annual Rate Form" and accepted by Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in the Form of Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period.

In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a Contractor from raising wages or increasing benefits at its own discretion.

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.

The amounts payable to the Contractor for service costs for the 120-day Extension Period shall not be subject to adjustment. Labor and service costs for the 120-day Extension Period shall be the same as in effect during the contract year prior to the start of the 120-day Extension Period.

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

## **5. Liquidated Damages**

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

- I. If the Contractor fails to have the required number of employees on duty for Classified Work specified in this Agreement or for the full time required for any such Classified Work or if said employees fail to fully perform all services pertaining to any such Classified Work, as same are set for in this Agreement, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Classified Work.

- II. If the Contractor fails to assign a Systems Engineer and/or the Systems Engineer fails to perform the function of the Systems Engineer at the In-Line CTX Control Room, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the charge per hour applicable to said deficient performance as set forth on the Contractor's Bid Sheets (as said charge may be adjusted, pursuant to the provisions of this

Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required employees were not assigned to or fully performing the required Work.

III. If the Systems Engineer is to be found deficient or lacking the necessary experience to carry out his/her duties then the monthly amount payable hereunder shall be reduced by an amount equal to five thousand dollars (\$5,000.00) per month until a suitable Systems Engineer is hired by the Contractor.

IV. If the Contractor fails to assign the Manager as required in this Agreement or if said Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the Manager was not assigned to or fully performing the required Work.

V. If the Contractor fails to assign the Supervisor as required in this Agreement or if said supervisor is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required Supervisor was not assigned to or fully performing the required Work.

VI. If the Contractor fails to assign the General Site Manager as required in this Agreement or if said General Site Manager is not present for the full time periods specified therein, then the monthly amount payable hereunder shall be reduced by the amount of two hundred percent (200%) of the applicable charge per hour as set forth on the Contractor's Pricing Sheets (as said charge may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of hours or fractions thereof within said monthly period during which the required General Site Manager was not assigned to or fully performing the required Work.

VII. In the event that the required vehicle(s) is/are out of service, the Contractor must obtain a replacement vehicle to perform the required tasks. If the Contractor fails to provide a replacement vehicle within sixteen (16) hours, then the monthly compensation due the Contractor will be reduced by three-hundred dollars (\$300.00) for each day the required vehicle is not available for use.

VIII. In the event the Contractor deviates without permission from the Port Authority Manager any scheduled preventive maintenance (PM) or approved Non-Routine work, eight (8) hours of a Mechanic's hourly billable rate multiplied by two hundred percent (200%) will be deducted from the invoice.

IX. In the event the Contractor does not provide a minimum of two (2) weeks projected look ahead for all scheduled PM's based on the manufacturer of the Baggage Handling System (BHS) recommended Routines, as well as all approved Non-Routines, the monthly invoice will be reduced by one-hundred dollars (\$100.00) per day the schedule is unavailable to the Port Authority Manager for approval.

X. In the event the Contractor does not have an approved working Computer Maintenance Management System (CMMS) implemented within 30 days of the award of the Contract that is web-based in accordance with the Specifications in Part V of this Contract or does not provide for technical support of the six (6) approved users as authorized by the General Manager, the monthly invoice will be reduced by five hundred dollars (\$500.00) per day the system is either not available to the Port Authority Staff or is not updated within 24 hours with current information and work orders.

XI. Completion of any PM, Non-Routine or any other work performed under this Contract by the Contractor must be performed to the satisfaction of the Port Authority Manager. If work is not completed to the satisfaction of the Manager then the work will be completed/reworked to the satisfaction of the Manager without charge to the Port Authority. No extra labor will be charged and the Contractor shall expect no deviation from any scheduled maintenance or Non-Routine. If any Routine or Non-Routine is deviated to complete the unsatisfactory work it must be approved by the Manager and if not approved the invoice will be reduced by the amount described in paragraph VIII.

XII. If the Contractor fails to respond to an emergency as declared by the General Manager within the time frames outlined for the Contractor in Part V entitled "Emergency Response", the monthly invoice will be reduced by one hundred dollars (\$100.00) per hour over the acceptable response time until Contractor has mobilized to address the emergency.

XIII. If the Contractor fails to provide any records, payroll, invoices, written documents on accidents and the like within a reasonable time period (3-days) the Contractor's current invoice will be reduced by \$75.00 per day (not to exceed \$1,500.00 per month) until the satisfactory paper work has been submitted.

XIV. If the Contractor fails to provide the required number of radios to its staff on the first day of the Contract, the monthly invoice will be reduced by \$200.00 per radio per day for each radio not provided as required by Contract to a maximum of \$1000.00 per radio per month until the necessary radios are provided. This includes any radios missing or out of service or not on the person/persons working on this contract who are required to have said radio communication if found by the Port Authority Manager.

XV. If the Contractor's employee is found to be out of uniform or the uniform is found to be tattered in any way, the Manager may reduce the invoice by \$50.00 per hour until the employee has remedied the situation.

- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

## 6. Insurance

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 a contractual liability endorsement 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 - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 25 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ 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 cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. 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 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 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), 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 Contract 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#3602N]*

## **7. Increase and Decrease in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas, which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than 24 hours, said changes to be effective upon the date specified in said notice.

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

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

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

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

## **8. Extra Work**

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

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

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

subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

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

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

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within 48 hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 6 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

**1. SIGNATURE SHEET**

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

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

Bidding Entity AIRWAY MAINTENANCE LLC.  
Bidder's Address 15 CLINTON AVENUE  
City, State, Zip ROCKVILLE CENTRE, NY 11570  
Telephone No. 516.594.4944 FAX 516.594.4902  
Email ~~DONNA@AIRWAY~~ @AIRWAY LLC.COM/EIN#

SIGNATURE *[Signature]* Date 1/27/11  
Print Name and Title A. DePhillips COO

01-28-11P12:37 RCVD

**ACKNOWLEDGEMENT:**  
STATE OF: New York  
COUNTY OF: Nassau

On this 27<sup>th</sup> day of January, 2011, personally came before me, Philippe H. Fils Aime, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of airway maintenance LLC partnership or firm.

*[Signature]*  
Notary Public  
PHILIPPE H FILS AIME  
Notary Public - State of New York  
NO. 01F16193432  
Qualified In Nassau County  
My Commission Expires 9-15-2012

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

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

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

**2. NAME AND RESIDENCE OF PRINCIPALS SHEET**

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

| NAME | TITLE | ADDRESS OF RESIDENCE<br>(Do not give business address) |
|------|-------|--|
|------|-------|--|

|                       |           |  |
|-----------------------|-----------|--|
| CATHERINE DEPHILLIPS, | PRESIDENT |  |
|-----------------------|-----------|--|

|                 |                |  |
|-----------------|----------------|--|
| KATHY CATANESE, | VICE PRESIDENT |  |
|-----------------|----------------|--|

|                  |           |  |
|------------------|-----------|--|
| ERNEST CATANESE, | TREASURER |  |
|------------------|-----------|--|

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|                |           |  |
|----------------|-----------|--|
| FRED CATANESE, | SECRETARY |  |
|----------------|-----------|--|

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### 3. PRICING SHEET(S)

#### Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each subsequent year.

#### 4. CALCULATION OF HOURLY RATE FORM

##### INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

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AIRWAY

PROPOSER NAME: MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 3  
Baggage Belts  
Baggage Belt Maintainer

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE HOURLY DIRECT WAGES \$ 13.71  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |                    |
|---------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE               | \$ _____ |                    |
| VACATION ALLOWANCE              | \$ _____ |                    |
| SICK TIME ALLOWANCE             | \$ _____ |                    |
| PENSION                         | \$ _____ |                    |
| WELFARE                         | \$ _____ |                    |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |                    |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3)    | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>1.99</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>1.34</u> |
| F.U.I.                         | \$ <u>1.10</u> |
| WORKERS' COMPENSATION          | \$ <u>1.98</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>1.89</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>1.13</u> |
| SPECIFY <u>NEWARK CITY TAX</u> |                |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|   |                |
|---|----------------|
| VEHICLE/MTCE/FUEL                       | \$ _____       |
| UNIFORMS                                | \$ _____       |
| EQUIPMENT                               | \$ _____       |
| MATERIALS                               | \$ _____       |
| SUPPLIES                                | \$ _____       |
| RELIEF                                  | \$ _____       |
| ROLL CALL                               | \$ _____       |
| OTHER COMPONENTS NOT SPECIFIED ABOVE \$ | <u>?</u> _____ |
| SPECIFY _____                           |                |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 32.02

PART IV - 23

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

PROPOSER NAME: AIRWAY MAINTENANCE LLC. PROPOSAL NUMBER 23230  
YEAR 3  
Baggage Belts  
Mechanic

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
 AVERAGE HOURLY DIRECT WAGES \$ 19.78  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS HEALTH \$ \_\_\_\_\_

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

|   |          |                    |
|---|----------|--------------------|
| HOLIDAY ALLOWANCE   | \$ _____ |                    |
| VACATION ALLOWANCE  | \$ _____ |                    |
| SICK TIME ALLOWANCE   | \$ _____ |                    |
| PENSION   | \$ _____ |                    |
| WELFARE   | \$ _____ |                    |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>EMPLOYEE PARKING</u> | \$ _____ |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3)                                | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|  |                |
|--|----------------|
| F.I.C.A.   | \$ <u>1.43</u> |
| N.Y.S.U.I./N.I.S.U.I.                                    | \$ <u>.49</u>  |
| F.U.I.   | \$ <u>.15</u>  |
| WORKERS' COMPENSATION                                    | \$ <u>1.42</u> |
| GENERAL LIABILITY INSURANCE                              | \$ <u>1.13</u> |
| DISABILITY INSURANCE                                     | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE SPECIFY <u>NEWARK CITY TAX</u> | \$ <u>.19</u>  |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |          |
|--|----------|
| VEHICLE/MTCE/FUEL                            | \$ _____ |
| UNIFORMS                                     | \$ _____ |
| EQUIPMENT                                    | \$ _____ |
| MATERIALS                                    | \$ _____ |
| SUPPLIES                                     | \$ _____ |
| RELIEF                                       | \$ _____ |
| ROLL CALL                                    | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ _____ |          |
| SPECIFY _____                                |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 40.44

AIRWAY

PROPOSER NAME: MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 3  
Baggage Belts  
Systems Engineer

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE HOURLY DIRECT WAGES \$ 28.11  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |       |
|---------------------------------|----------|-------|
| HOLIDAY ALLOWANCE               | \$ _____ | _____ |
| VACATION ALLOWANCE              | \$ _____ | _____ |
| SICK TIME ALLOWANCE             | \$ _____ | _____ |
| PENSION                         | \$ _____ | _____ |
| WELFARE                         | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ | _____ |
| SPECIFY <u>EMPLOYEE PARKING</u> | \$ _____ | _____ |

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

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>2.03</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.69</u>  |
| F.U.I.                         | \$ <u>.21</u>  |
| WORKERS' COMPENSATION          | \$ <u>2.01</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>1.47</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>.27</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> | \$ _____       |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ _____ |
| SPECIFY _____                        | _____    |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 53.42

PART IV - 21

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

AIRWAY

PROPOSER NAME: MAINTENANCE LLC PROPOSAL NUMBER 23230

YEAR 3

Baggage Belts

Supervisor

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
 AVERAGE HOURLY DIRECT WAGES \$ 28.11  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

HOLIDAY ALLOWANCE \$ \_\_\_\_\_

VACATION ALLOWANCE \$ \_\_\_\_\_

SICK TIME ALLOWANCE \$ \_\_\_\_\_

PENSION \$ \_\_\_\_\_

WELFARE \$ \_\_\_\_\_

OTHER SUPPLEMENTAL BENEFITS \$ \_\_\_\_\_  
 SPECIFY EMPLOYEE PARKING

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

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 2.03

N.Y.S.U.I./N.J.S.U.I. \$ .69

F.U.I. \$ .21

WORKERS' COMPENSATION \$ 2.01

GENERAL LIABILITY INSURANCE \$ 1.47

DISABILITY INSURANCE \$ 0

OTHER TAXES AND INSURANCE \$ .27  
 SPECIFY NEWARK CITY TAX

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ \_\_\_\_\_

UNIFORMS \$ \_\_\_\_\_

EQUIPMENT \$ \_\_\_\_\_

MATERIALS \$ \_\_\_\_\_

SUPPLIES \$ \_\_\_\_\_

RELIEF \$ \_\_\_\_\_

ROLL CALL \$ \_\_\_\_\_

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ \_\_\_\_\_  
 SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 53.42

PART IV - 20

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

PROPOSER NAME: Auxiliary MAINTENANCE LLC PROPOSAL NUMBER 23230  
YEAR 3  
Baggage Belts  
Manager

FULL-TIME EMPLOYEES FORM

ITEM # 1  
 AVERAGE ANNUAL SALARY \$ 69721  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS HEALTH \$ \_\_\_\_\_

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

|                                 |          |                    |
|---------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE               | \$ _____ |                    |
| VACATION ALLOWANCE              | \$ _____ |                    |
| SICK TIME ALLOWANCE             | \$ _____ |                    |
| PENSION                         | \$ _____ |                    |
| WELFARE                         | \$ _____ |                    |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |                    |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3)    | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |  |
|--------------------------------|----------------|--|
| F.I.C.A.                       | \$ <u>5033</u> |  |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>1726</u> |  |
| F.U.I.                         | \$ <u>520</u>  |  |
| WORKERS' COMPENSATION          | \$ <u>978</u>  |  |
| GENERAL LIABILITY INSURANCE    | \$ <u>3390</u> |  |
| DISABILITY INSURANCE           | \$ <u>0</u>    |  |
| OTHER TAXES AND INSURANCE      | \$ <u>666</u>  |  |
| SPECIFY <u>NEWARK CITY TAX</u> |                |  |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | _____    |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 123558

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

PROPOSER NAME: ARWAY MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 3  
Baggage Belts  
General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE ANNUAL SALARY \$ 79456  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |  |
|---------------------------------|----------|--|
| HOLIDAY ALLOWANCE               | \$ _____ |  |
| VACATION ALLOWANCE              | \$ _____ |  |
| SICK TIME ALLOWANCE             | \$ _____ |  |
| PENSION                         | \$ _____ |  |
| WELFARE                         | \$ _____ |  |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |  |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |  |

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

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                 |                 |
|---------------------------------|-----------------|
| F.I.C.A.                        | \$ <u>5720.</u> |
| N.Y.S.U.I./N.J.S.U.I.           | \$ <u>1955.</u> |
| F.U.I.                          | \$ <u>603.</u>  |
| WORKERS' COMPENSATION           | \$ <u>1123</u>  |
| GENERAL LIABILITY INSURANCE     | \$ <u>3765</u>  |
| DISABILITY INSURANCE            | \$ <u>0</u>     |
| OTHER TAXES AND INSURANCE       | \$ <u>749</u>   |
| SPECIFY <u>MORNING CITY TAX</u> |                 |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |          |
|--|----------|
| VEHICLE/MTCE/FUEL                            | \$ _____ |
| UNIFORMS                                     | \$ _____ |
| EQUIPMENT                                    | \$ _____ |
| MATERIALS                                    | \$ _____ |
| SUPPLIES                                     | \$ _____ |
| RELIEF                                       | \$ _____ |
| ROLL CALL                                    | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ _____ |          |
| SPECIFY _____                                |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 136,333.

PROPOSER NAME: AIRWAY MAINTENANCE LLC PROPOSAL NUMBER 23230  
YEAR 2  
Baggage Belts  
Baggage Belt Maintainer

FULL-TIME EMPLOYEES FORM

ITEM # 1  
 AVERAGE HOURLY DIRECT WAGES \$ 13.31  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |                    |
|---------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE               | \$ _____ |                    |
| VACATION ALLOWANCE              | \$ _____ |                    |
| SICK TIME ALLOWANCE             | \$ _____ |                    |
| PENSION                         | \$ _____ |                    |
| WELFARE                         | \$ _____ |                    |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |                    |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3)    | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |               |
|--------------------------------|---------------|
| F.I.C.A.                       | \$ <u>.99</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.34</u> |
| F.U.I.                         | \$ <u>.10</u> |
| WORKERS' COMPENSATION          | \$ <u>.98</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>.80</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>   |
| OTHER TAXES AND INSURANCE      | \$ <u>.13</u> |
| SPECIFY <u>NEWARK CITY TAX</u> |               |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | _____    |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 28.72

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

PROPOSER NAME: AIRWAY MAINTENANCE LLC PROPOSAL NUMBER 23230  
YEAR 2  
Baggage Belts  
Mechanic

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 19.20  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |  |
|---------------------------------|----------|--|
| HOLIDAY ALLOWANCE               | \$ _____ |  |
| VACATION ALLOWANCE              | \$ _____ |  |
| SICK TIME ALLOWANCE             | \$ _____ |  |
| PENSION                         | \$ _____ |  |
| WELFARE                         | \$ _____ |  |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |  |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |  |

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

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>1.43</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.49</u>  |
| F.U.I.                         | \$ <u>.15</u>  |
| WORKERS' COMPENSATION          | \$ <u>1.42</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>1.02</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>.19</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> |                |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |          |
|--|----------|
| VEHICLE/MTCE/FUEL                            | \$ _____ |
| UNIFORMS                                     | \$ _____ |
| EQUIPMENT                                    | \$ _____ |
| MATERIALS                                    | \$ _____ |
| SUPPLIES                                     | \$ _____ |
| RELIEF                                       | \$ _____ |
| ROLL CALL                                    | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ _____ |          |
| SPECIFY _____                                |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 36.97

**PART IV - 16**  
**PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

AIRWAY

PROPOSER NAME: MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 2  
Baggage Belts  
Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM # 1**  
 AVERAGE HOURLY DIRECT WAGES \$ 27.30  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

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

|                                 |          |       |
|---------------------------------|----------|-------|
| HOLIDAY ALLOWANCE               | \$ _____ | _____ |
| VACATION ALLOWANCE              | \$ _____ | _____ |
| SICK TIME ALLOWANCE             | \$ _____ | _____ |
| PENSION                         | \$ _____ | _____ |
| WELFARE                         | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ | _____ |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |       |

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

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                    |
|--------------------------------|--------------------|
| F.I.C.A.                       | \$ <u>143 2.03</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.69</u>      |
| F.U.I.                         | \$ <u>.21</u>      |
| WORKERS' COMPENSATION          | \$ <u>2.01</u>     |
| GENERAL LIABILITY INSURANCE    | \$ <u>1.43</u>     |
| DISABILITY INSURANCE           | \$ <u>0</u>        |
| OTHER TAXES AND INSURANCE      | \$ <u>.27</u>      |
| SPECIFY <u>NEWARK CITY TAX</u> |                    |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |       |
|--------------------------------------|----------|-------|
| VEHICLE/MTCE/FUEL                    | \$ _____ | _____ |
| UNIFORMS                             | \$ _____ | _____ |
| EQUIPMENT                            | \$ _____ | _____ |
| MATERIALS                            | \$ _____ | _____ |
| SUPPLIES                             | \$ _____ | _____ |
| RELIEF                               | \$ _____ | _____ |
| ROLL CALL                            | \$ _____ | _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ _____ | _____ |
| SPECIFY _____                        |          |       |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 47.75

PART IV - 15

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

AIRWAY

PROPOSER NAME: MAINTENANCE LLC PROPOSAL NUMBER 23230

YEAR 2  
Baggage Belts  
Supervisor

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
AVERAGE HOURLY DIRECT WAGES \$ 27.30  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS  
HEALTH \$ \_\_\_\_\_

| <u>ITEM #3</u><br>AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) |          | NUMBER OF<br>DAYS PROVIDED |
|---|----------|----------------------------|
| HOLIDAY ALLOWANCE   | \$ _____ | _____                      |
| VACATION ALLOWANCE  | \$ _____ | _____                      |
| SICK TIME ALLOWANCE   | \$ _____ | _____                      |
| PENSION   | \$ _____ | _____                      |
| WELFARE   | \$ _____ | _____                      |
| OTHER SUPPLEMENTAL BENEFITS   | \$ _____ | _____                      |
| SPECIFY <u>EMPLOYEE PARKING</u>   | \$ _____ | _____                      |
| <br>SUB TOTAL (ITEMS # 1, 2 & 3)  | \$ _____ | _____ sub total 1, 2 & 3   |

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>2.03</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.69</u>  |
| F.U.I.                         | \$ <u>.21</u>  |
| WORKERS' COMPENSATION          | \$ <u>2.01</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>1.33</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>.27</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> |                |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)

|  |          |
|--|----------|
| VEHICLE/MTCE/FUEL                      | \$ _____ |
| UNIFORMS                               | \$ _____ |
| EQUIPMENT                              | \$ _____ |
| MATERIALS                              | \$ _____ |
| SUPPLIES                               | \$ _____ |
| RELIEF                                 | \$ _____ |
| ROLL CALL                              | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ | \$ _____ |
| SPECIFY _____                          |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 48.35

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

PART IV - 14

AIRWAY

PROPOSER NAME: MAINTENANCE LLC PROPOSAL NUMBER 23230

YEAR 2

Baggage Belts

Manager

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
 AVERAGE ANNUAL SALARY \$ 67,704  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |       |
|---------------------------------|----------|-------|
| HOLIDAY ALLOWANCE               | \$ _____ | _____ |
| VACATION ALLOWANCE              | \$ _____ | _____ |
| SICK TIME ALLOWANCE             | \$ _____ | _____ |
| PENSION                         | \$ _____ | _____ |
| WELFARE                         | \$ _____ | _____ |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ | _____ |
| SPECIFY <u>EMPLOYEE PARKING</u> | _____    | _____ |

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

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>5034</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>1726</u> |
| F.U.I.                         | \$ <u>520</u>  |
| WORKERS' COMPENSATION          | \$ <u>978</u>  |
| GENERAL LIABILITY INSURANCE    | \$ <u>3078</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>666</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> | _____          |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |          |
|--|----------|
| VEHICLE/MTCE/FUEL                      | \$ _____ |
| UNIFORMS                               | \$ _____ |
| EQUIPMENT                              | \$ _____ |
| MATERIALS                              | \$ _____ |
| SUPPLIES                               | \$ _____ |
| RELIEF                                 | \$ _____ |
| ROLL CALL                              | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ | _____    |
| SPECIFY _____                          | _____    |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 110692

PART IV - 13

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

AIRWAY

PROPOSER NAME: MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 2  
Baggage Belts  
General Site Manager

**FULL-TIME EMPLOYEES FORM**

**ITEM # 1**  
 AVERAGE ANNUAL SALARY \$ 77,147  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS HEALTH \$ \_\_\_\_\_

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

|                                 |          |                    |
|---------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE               | \$ _____ |                    |
| VACATION ALLOWANCE              | \$ _____ |                    |
| SICK TIME ALLOWANCE             | \$ _____ |                    |
| PENSION                         | \$ _____ |                    |
| WELFARE                         | \$ _____ |                    |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |                    |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3)    | \$ _____ | sub total 1, 2 & 3 |

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>5720</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>1700</u> |
| F.U.I.                         | \$ <u>653</u>  |
| WORKERS' COMPENSATION          | \$ <u>1300</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>891</u>  |
| DISABILITY INSURANCE           | \$ _____       |
| OTHER TAXES AND INSURANCE      | \$ <u>749</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> |                |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | _____    |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 123331

**PART IV - 12**  
**PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

PROPOSER NAME: AIRWAY MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 1  
Baggage Belts  
Baggage Belt Maintainer

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE HOURLY DIRECT WAGES \$ 12.92  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |                    |
|---------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE               | \$ _____ |                    |
| VACATION ALLOWANCE              | \$ _____ |                    |
| SICK TIME ALLOWANCE             | \$ _____ |                    |
| PENSION                         | \$ _____ |                    |
| WELFARE                         | \$ _____ |                    |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |                    |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3)    | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |               |
|--------------------------------|---------------|
| F.I.C.A.                       | \$ <u>.99</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.34</u> |
| F.U.I.                         | \$ <u>.10</u> |
| WORKERS' COMPENSATION          | \$ <u>.48</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>.72</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>   |
| OTHER TAXES AND INSURANCE      | \$ <u>.13</u> |
| SPECIFY <u>NEWARK CITY TAX</u> |               |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ _____ |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 25.99

PART IV - 11  
 PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

AIRWAY MAINTENANCE

PROPOSER NAME: LLC PROPOSAL NUMBER 23230

YEAR 1  
Baggage Belts  
Mechanic

FULL-TIME EMPLOYEES FORM

ITEM #1  
AVERAGE HOURLY DIRECT WAGES \$ 18.64  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS  
HEALTH \$ \_\_\_\_\_

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

|                                 |          |  |
|---------------------------------|----------|--|
| HOLIDAY ALLOWANCE               | \$ _____ |  |
| VACATION ALLOWANCE              | \$ _____ |  |
| SICK TIME ALLOWANCE             | \$ _____ |  |
| PENSION                         | \$ _____ |  |
| WELFARE                         | \$ _____ |  |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |  |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |  |

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

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>1.43</u> |
| N.Y.S.U.I./ N.J.S.U.I          | \$ <u>.49</u>  |
| F.U.I.                         | \$ <u>.15</u>  |
| WORKERS' COMPENSATION          | \$ <u>1.42</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>.93</u>  |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>.19</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> |                |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |          |
|--|----------|
| VEHICLE/MTCE/FUEL                      | \$ _____ |
| UNIFORMS                               | \$ _____ |
| EQUIPMENT                              | \$ _____ |
| MATERJALS                              | \$ _____ |
| SUPPLIES                               | \$ _____ |
| RELIEF                                 | \$ _____ |
| ROLL CALL                              | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ | _____    |
| SPECIFY _____                          |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 33.65

PROPOSER NAME: AIRWAY MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 1 \_\_\_\_\_  
Baggage Belts  
Systems Engineer

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 26.50  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |                             |
|---------------------------------|----------|-----------------------------|
| HOLIDAY ALLOWANCE               | \$ _____ |                             |
| VACATION ALLOWANCE              | \$ _____ |                             |
| SICK TIME ALLOWANCE             | \$ _____ |                             |
| PENSION                         | \$ _____ |                             |
| WELFARE                         | \$ _____ |                             |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |                             |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                             |
| SUB TOTAL (ITEMS # 1, 2 & 3)    |          | \$ _____ sub total 1, 2 & 3 |

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>2.03</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.69</u>  |
| F.U.I.                         | \$ <u>.21</u>  |
| WORKERS' COMPENSATION          | \$ <u>2.01</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>1.30</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>.27</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> |                |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ _____ |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 44.23

AIRWAY  
 PROPOSER NAME: MAINTENANCE LLC. PROPOSAL NUMBER 23230  
 YEAR 1 \_\_\_\_\_  
Baggage Belts  
Supervisor

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 26.50  
 NUMBER OF EMPLOYEES \_\_\_\_\_

**ITEM #2**  
 AVERAGE HEALTH BENEFITS  
 HEALTH \$ \_\_\_\_\_

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

|                                 |          |                             |
|---------------------------------|----------|-----------------------------|
| HOLIDAY ALLOWANCE               | \$ _____ | _____                       |
| VACATION ALLOWANCE              | \$ _____ | _____                       |
| SICK TIME ALLOWANCE             | \$ _____ | _____                       |
| PENSION                         | \$ _____ | _____                       |
| WELFARE                         | \$ _____ | _____                       |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ | _____                       |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                             |
| SUB TOTAL (ITEMS # 1, 2 & 3)    |          | \$ _____ sub total 1, 2 & 3 |

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                |
|--------------------------------|----------------|
| F.I.C.A.                       | \$ <u>2.03</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>.69</u>  |
| F.U.I.                         | \$ <u>.21</u>  |
| WORKERS' COMPENSATION          | \$ <u>2.01</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>1.22</u> |
| DISABILITY INSURANCE           | \$ <u>0</u>    |
| OTHER TAXES AND INSURANCE      | \$ <u>.27</u>  |
| SPECIFY <u>NEWARK CITY TAX</u> |                |

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS  
 (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCF/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | _____    |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
 AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 44.15

PART IV - 8

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

PROPOSER NAME: AIRWAY MAINTENANCE LLC PROPOSAL NUMBER 23230

YEAR 1  
Baggage Belts  
Manager

**FULL-TIME EMPLOYEES FORM**

ITEM #1  
AVERAGE ANNUAL SALARY \$ 65,728  
NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
AVERAGE HEALTH BENEFITS  
HEALTH \$ \_\_\_\_\_

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

|                                 |          |  |
|---------------------------------|----------|--|
| HOLIDAY ALLOWANCE               | \$ _____ |  |
| VACATION ALLOWANCE              | \$ _____ |  |
| SICK TIME ALLOWANCE             | \$ _____ |  |
| PENSION                         | \$ _____ |  |
| WELFARE                         | \$ _____ |  |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ |  |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |  |

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

ITEM #4  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                  |
|--------------------------------|------------------|
| F.I.C.A.                       | \$ <u>5,034.</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>1,726</u>  |
| F.U.I.                         | \$ <u>520</u>    |
| WORKERS' COMPENSATION          | \$ <u>1,123.</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>2,787.</u> |
| DISABILITY INSURANCE           | \$ <u>-</u>      |
| OTHER TAXES AND INSURANCE      | \$ <u>666.</u>   |
| SPECIFY <u>NEWARK CITY TAX</u> |                  |

ITEM #5  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|                                      |          |
|--------------------------------------|----------|
| VEHICLE/MTCE/FUEL                    | \$ _____ |
| UNIFORMS                             | \$ _____ |
| EQUIPMENT                            | \$ _____ |
| MATERIALS                            | \$ _____ |
| SUPPLIES                             | \$ _____ |
| RELIEF                               | \$ _____ |
| ROLL CALL                            | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ _____ |
| SPECIFY _____                        |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 100,930.

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

PART IV - 7

PROPOSER NAME: AVRWAY MAINTENANCE LLC PROPOSAL NUMBER 23230  
 YEAR 1  
Baggage Belts  
General Site Manager

FULL-TIME EMPLOYEES FORM

ITEM #1  
 AVERAGE ANNUAL SALARY \$ 74,897.  
 NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2  
 AVERAGE HEALTH BENEFITS \$ \_\_\_\_\_  
 HEALTH \_\_\_\_\_

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

|                                 |          |                    |
|---------------------------------|----------|--------------------|
| HOLIDAY ALLOWANCE               | \$ _____ | _____              |
| VACATION ALLOWANCE              | \$ _____ | _____              |
| SICK TIME ALLOWANCE             | \$ _____ | _____              |
| PENSION                         | \$ _____ | _____              |
| WELFARE                         | \$ _____ | _____              |
| OTHER SUPPLEMENTAL BENEFITS     | \$ _____ | _____              |
| SPECIFY <u>EMPLOYEE PARKING</u> |          |                    |
| SUB TOTAL (ITEMS # 1, 2 & 3)    | \$ _____ | sub total 1, 2 & 3 |

ITEM #4  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

|                                |                  |
|--------------------------------|------------------|
| F.I.C.A.                       | \$ <u>5,720.</u> |
| N.Y.S.U.I./N.J.S.U.I.          | \$ <u>1,455.</u> |
| P.U.I.                         | \$ <u>603.</u>   |
| WORKERS' COMPENSATION          | \$ <u>1,123.</u> |
| GENERAL LIABILITY INSURANCE    | \$ <u>3,099.</u> |
| DISABILITY INSURANCE           | \$ <u>0.</u>     |
| OTHER TAXES AND INSURANCE      | \$ <u>749.</u>   |
| SPECIFY <u>NEWARK CITY TAX</u> |                  |

ITEM #5  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

|  |          |
|--|----------|
| VEHICLE/MTCE/FUEL                            | \$ _____ |
| UNIFORMS                                     | \$ _____ |
| EQUIPMENT                                    | \$ _____ |
| MATERIALS                                    | \$ _____ |
| SUPPLIES                                     | \$ _____ |
| RELIEF                                       | \$ _____ |
| ROLL CALL                                    | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE\$ _____ |          |
| SPECIFY _____                                |          |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ \_\_\_\_\_  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 112,432.

PART IV - 6  
 PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

## PRICING SHEET (\$) YEAR ONE

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour   | = Estimated Year One Cost |
|----------|--|------------------------|-------------------|---------------------------|
| Item A.1 | Systems Engineer   | 8,000                  | X \$ <u>44.23</u> | = \$ <u>398,070.</u>      |
| Item A.2 | Baggage Belt Mechanic (Routine)  | 61,500                 | X \$ <u>33.65</u> | = \$ <u>2,069,475.</u>    |
| Item A.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$ <u>33.65</u> | = \$ <u>275,990.</u>      |
| Item A.4 | Baggage Belt Maintainers   | 50,000                 | X \$ <u>25.99</u> | = \$ <u>1,299,500.</u>    |
| Item A.5 | Supervisor   | 8,750                  | X \$ <u>44.15</u> | = \$ <u>386,312.</u>      |
| Item A.6 | Manager  | 2,080                  | X \$ <u>48.52</u> | = \$ <u>100,922.</u>      |
| Item A.7 | General Site Manager   | 2,080                  | X \$ <u>54.05</u> | = \$ <u>112,424.</u>      |
| Item A.8 | Estimated Total Year One Cost For Classified Work (Sum of A.1+A.2+A.3+A.4+A.5+A.6+A.7) |                        |                   | = \$ <u>4,642,633.</u>    |

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## PRICING SHEET (\$) YEAR TWO

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour | = Estimated Year Two Cost |
|----------|--|------------------------|-----------------|---------------------------|
| Item B.1 | Systems Engineer   | 9,000                  | X \$ 47.75      | = \$ 429,750.             |
| Item B.2 | Baggage Belt Mechanic (Routine)  | 61,500                 | X \$ 36.97      | = \$ 2,273,655.           |
| Item B.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$ 36.97      | = \$ 303,154.             |
| Item B.4 | Baggage Belt Maintainers   | 50,000                 | X \$ 28.72      | = \$ 1,436,000.           |
| Item B.5 | Supervisor   | 8,750                  | X \$ 48.35      | = \$ 423,063.             |
| Item B.6 | Manager  | 2,080                  | X \$ 53.22      | = \$ 110,698.             |
| Item B.7 | General Site Manager   | 2,080                  | X \$ 59.29      | = \$ 123,323.             |
| Item B.8 | Estimated Total Year Two Cost For Classified Work (Sum of B.1+B.2+B.3+B.4+B.5+B.6+B.7) |                        |                 | = \$ 5,099,643.           |

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PRICING SHEET (S) YEAR THREE

| ITEM     | Classified Work Description  | Estimated Annual Hours | X Cost Per Hour   | = Estimated Year Three Cost |
|----------|--|------------------------|-------------------|-----------------------------|
| Item C.1 | Systems Engineer   | 9,000                  | X \$ <u>53.42</u> | = \$ <u>480,780.</u>        |
| Item C.2 | Baggage Belt Mechanic (Routine)  | 81,500                 | X \$ <u>40.44</u> | = \$ <u>2,487,060.</u>      |
| Item C.3 | Baggage Belt Mechanic (Non-Routine)  | 8,200                  | X \$ <u>40.44</u> | = \$ <u>331,608.</u>        |
| Item C.4 | Baggage Belt Maintainers   | 50,000                 | X \$ <u>32.02</u> | = \$ <u>1,601,000.</u>      |
| Item C.5 | Supervisor   | 8,750                  | X \$ <u>53.42</u> | = \$ <u>467,425.</u>        |
| Item C.6 | Manager  | 2,080                  | X \$ <u>59.40</u> | = \$ <u>123,552.</u>        |
| Item C.7 | General Site Manager   | 2,080                  | X \$ <u>65.55</u> | = \$ <u>136,344.</u>        |
| Item C.8 | Estimated Total Year Three Cost For Classified Work (Sum of C.1+C.2+C.3+C.4+C.5+C.6+C.7) |                        |                   | = \$ <u>5,627,769.</u>      |

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PRICING SHEET (S)

Compensation For Parts And Materials Purchased Years One, Two, Three (1,2,3) Base Term

| ITEM | Estimated 3 Yrs. Net Cost Of Parts/Materials | Contractor's Mark Up, Down or Zero % | Contractor's Fee | Estimated 3 Yrs. Net Cost Of Parts/Materials | Estimated Total Cost Three (3) Years |
|------|--|--------------------------------------|------------------|--|--------------------------------------|
| D.1  | \$ 900,000.00 X                              | % 9                                  | = \$ 81,000      | + \$ 900,000.00 =                            | \$ 981,000.                          |

COST OF VEHICLE: SIX (6) PASSENGER FULL-SIZE PICK-UP WITH POWER LIFT GATE

|     | COST OF VEHICLE PER YEAR | THREE (3) YEAR BASE TERM | Estimated Total Cost Three (3) Years |
|-----|--------------------------|--------------------------|--------------------------------------|
| E.1 | \$ 5700 X                | 3-YEARS                  | = \$ 17,100.                         |

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COST FOR SPECIALIZED SOFTWARE AND HARDWARE SUPPORT FOR TSA SECURITY TRACKING SYSTEM AND FOR ANY MODIFICATION AND/OR RECERTIFICATION

|     | Estimated 3 Yrs. Net Cost Of Services/ Parts ** | Contractor's Mark Up, Down or Zero % | Contractor's Fee | Estimated 3 Yrs. Net Cost Of Services/ Parts | Estimated Total Cost Three (3) Years |
|-----|---|--------------------------------------|------------------|--|--------------------------------------|
| F.1 | \$600,000.00 X                                  | % 9                                  | = \$ 54,000      | + \$600,000.00 =                             | \$ 654,000.                          |

\*\* Includes MCS Automation Div. of MCS Electrical Contracting, Inc.'s quoted pricing of \$137,809.00.

PRICING SHEET (S)

COST FOR UNFORSEEN WORK USED AT THE DISCRETION OF THE MANAGER (EXAMPLE:  
SUPPORT TO SOFTWARE TECHNICIANS, CONSTRUCTION SUPPORT, REHABS,  
RECONDITIONING OF EQUIPMENT, ETC.

| ITEM | JOB CLASSIFICATION | COST PER HOUR   | ESTIMATED HOURS | EST. TOTAL COST THREE (3) YEAR BASE TERM |
|------|--------------------|-----------------|-----------------|--|
| G.1  | MECHANIC           | \$ <u>33.65</u> | X 10,000        | = \$ <u>336,500</u>                      |

**TOTAL ESTIMATED CONTRACT PRICE FOR THREE (3) YEAR BASE TERM (Sum A.8+B8+C8+D1+E1+F1+G1) = \$ 17,358,645.**

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**PART V – SPECIFICATIONS, TABLE OF CONTENTS**

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

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## PART V – SPECIFICATIONS

### 1. Specific Definitions

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

**“Facility”** - shall mean Newark Liberty International Airport

**BHS** – shall mean baggage handling systems

**General Manager** - shall mean Port Authority of NY&NJ Contract Administrator/s

**General Site Manager** - shall mean the General Site Manager provided by the Contractor as a contract requirement.

**Manager** – shall mean the Contractor’s direct manager of supervisory staff.

**Supervisor** – Shall mean the Contractor’s employee administering work orders, repairs, and all other duties scheduled by the Manager for the operation and maintenance of the BHS.

**Systems Engineer** – shall mean engineer or systems engineer both meaning the same under this Contract.

**Mechanic** – shall mean the Contractor’s employee responsible to perform any and all maintenance work pertaining to the care, repair, installation, replacement, and modification on any and all equipment both electrical and mechanical attached to the BHS including PLC’s.

**Baggage Belt Maintainer** – Shall mean one who is responsible for keeping baggage containers from building up on belts and carousels by removing them to various locations for usage by the airlines.

**ELECTRICIAN**: Contractor or its authorized subcontractor as approved by the Port Authority is to have a licensed class A electrician by the State of New Jersey. All electrical work is to be performed under a licensed class A electrician by the State of New Jersey.

**CERTIFIED WELDER/CUTTER**: The Contractor or its authorized subcontractor as approved by the Port Authority must have a person or a person available who is qualified under ASME Sect. IX.

**Routine Maintenance** – work required by the manufacturer of the BHS to keep the system operating at its peak and best performance.

**Non-Routines** – Non-Routines will be considered work outside of the normal Routine of work as well as any deficiency found on a normal Routine requiring more than six (6) man-hours to correct as noted in Major Repair.

**TSA** – means Transportation Security Administration

**CMMS** – shall mean computer based maintenance management system.

**Minor Repair/s** – shall mean any repair requiring six (6) person-hours or less to fix and was found as a deficiency while performing on a routine work order or as requested by the General Manager or designee

**Major Repair/s** – shall mean any repair requiring six (6) person-hours or more to fix which could be a repair found during a Routine work order; or a repair found during an unscheduled inspection of the system and repair is necessary to prevent a catastrophic failure of the system or systems with work requiring more than six (6) person-hours is required and will not be able to be fixed by simply rescheduling a routine.

**Minor Part** – shall mean any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

**Major Part** – Shall mean any part attached to the BHS costing \$25.01 or more.

**Extra Work** – Shall mean any work beyond the normal scope of this Contract.

**High Level Controls** – Shall mean:

- a.) New or modified existing Maintenance Diagnostic System (MDS)/workstation Computers, which allow for the following functions:
- b.) Automatic switching to a “hot back up” fully redundant MDS/workstation computer (only on the modified existing MDS; there are no redundant computers on the new MDS/workstation).
- c.) Collect and store data from the field PLCs to include in reports and status displays at the BHS MDS/workstation.
- d.) Software program(s) as required to accomplish the functions specified herein.
- e.) Video Display Units (VDU) for data output.
- f.) Keyboard/mouse units for command and control of the MDS/workstation.
- g.) High-speed line and laser printers.
- h.) Communication modems.
- i.) Transfer switches/interface modules/selector switches.
- j.) Communications highways
- k.) Local Area Networks (LANs)

#### **Abbreviations**

1. PANYNJ shall mean The Port Authority of New York and New Jersey or its agent/s.
2. BVS shall mean Baggage Vertical Sorter.
3. CMMS shall mean Computerized Maintenance Management System
4. EDS shall mean Explosive Detection System
5. EWR shall mean Newark Liberty International Airport
6. HSD shall mean High Speed Diverter
7. MCP shall mean Motor Control Panel. The MCP contains the electrical control and power circuit devices for the control of the baggage handling system equipment.
8. PLC shall mean Programmable Logic Controller, which controls BHS operation.
9. PM shall mean Preventative Maintenance.
10. User or Tenant Airline shall mean any Airline with operations at EWR’s Terminal B and Terminal A.
11. AOA shall mean Aeronautical Operating Area

## **2. WORK REQUIRED BY THE SPECIFICATIONS**

*These Specifications relate generally to the performance of the operation and maintenance of the BHS, conveyors, and all said equipment attached to the BHS at Newark Liberty International Airport Terminal B and portions of Terminal A.*

### **I.**

#### **RESPONSIBILITIES OF THE MAINTENANCE CONTRACTOR**

- A.** All preventative maintenance tasks as further defined herein.
- B.** All non-scheduled repair maintenance tasks as further defined herein.
- C.** Responding to and rectifying all fault conditions (which may or may not have been caused by operational personnel). Examples of these types of faults include baggage jams, motor overloads, emergency stop conditions. Such faults will generally be displayed on the MDS located in the BHS control room.
- D.** Stocking and restocking of baggage tubs to all required areas.
- E.** The procurement of all tools and equipment required to perform the preventive maintenance and repair functions.
- F.** Contractor shall be solely accountable for employees including interviewing, hiring, training, airport security badging, parking, taxes, salaries.
- G.** Provide daily, weekly and monthly status reports to PANYNJ.
- H.** Accurately record the labor time and any purchases made for spare parts, as required, to obtain labor and spare parts reimbursement under the terms of any Warranty Agreement(s) for the BHS equipment.
- I.** Maintaining 24 hour/day, 7-day/week contact via pager/cell phone with e-mail capabilities.
- J.** Cooperate in all respects with the PANYNJ Operations, Maintenance and TSA and/or their representatives as well as PANYNJ. Preventative Maintenance (PM) and non-scheduled maintenance tasks, for example, shall be coordinated with and scheduled around the requirements of the PANYNJ Operations, Maintenance and TSA's operations.
- K.** Operation and maintenance of the specified Baggage Handling Systems and its high level controls.
- L.** Provide and maintain all necessary tools and vehicles, including, but not limited to scissor lifts, forklift trucks, golf carts, etc. Contractor to provide a listing with its bid of any specialty equipment needed.
- M.** Acquire the proper insurance and Airport permits for all company vehicles that are owned and operated at the site by the employees. Personal vehicles are not allowed access to the AOA.

**N.** An initial spare parts inventory shall be provided to the Contractor shall be responsible for existing spare parts inventory originally procured by The Port Authority of NY & NJ. Procuring, storing and re-ordering spare parts as required for the maintenance of the baggage handling systems. Contractor shall show an acceptable method of securing/purchasing spare parts from suppliers at a competitive price and be responsible for the procurement and re-ordering of all spare parts as required to maintain adequate stock. Proper storage of the spare parts and maintaining a clean and organized setting within allocated spare parts storage space(s). Accurately record the spare part inventory, utilization and purchases within a CMMS, to obtain as expended reimbursement from PANYNJ.

**O.** Coordination of the equipment, interfaces and full utilization of a CMMS including all data input, reports, inventories, tracking and preventative maintenance schedules, work order management

**P.** Maintaining all hand-held walkie-talkie type radios and the repeater as well as all frequencies assigned to the Contractor at no additional cost to the Port Authority.

**Q.** Procuring any and all consumables required to maintain the BHS equipment such as lubricants, cleaners, tools, any and all equipment, supplies, materials and others not mentioned but necessary to provide proper and safe maintenance and operation of the BHS.

**R.** Maintain all tracking devices (e.g. shaft encoders, photocells) and other related components as required to achieve continuous tracking accuracy of no less than 99%, calculated and reported on a daily basis, for the total number of bags input into the baggage system (excluding any loss of bag tracking that can be identified as being the direct result of an CTX machine fault or error).

**S.** Contractor will at its own expense, promptly undertake design reviews and or a review of maintenance staffing and procedures and shall propose a plan to PANYNJ within one (1) month to correct the problems when the average of 99% System Availability and 99% Tracking Accuracy is not being achieved. Such corrections shall be at no added expense to the PANYNJ.

**T.** The Contractor must provide each Maintenance Mechanic, Supervisor, Maintainer, Systems Engineer (all persons working under this said contract needing such to proficiently perform their job function) with two-way radio communications programmed with the approved Port Authority frequencies. The Contractor will be responsible for providing and maintaining all radios, accessories to the hand-held radios, and maintenance of said radios as well as batteries, microphones. of the radios at no additional cost to the Port Authority. The Supervisors under this Contract will also need a "blackberry type" phone for the Manager to communicate with said person/persons.

At termination of contract or at the request of the General Manager, the Contractor will remove all Port Authority frequencies from their radios and at the request of the General Manager may have all radios checked by the PA Radio Shop to ensure PA frequencies have been removed. Suggested radios to be used by the Contractor are made by Vertex, Harris and Motorola. These radios are compatible with the Port Authority Radio Shop's software.

In addition the General Site Manager will also have a "Blackberry" type cell phone to communicate with The Port Authority of NY & NJ Manager.

**U.** The Contractor must provide for each of its employees all necessary training at no charge to the PA, such as, security checks and background checks required to work on AOA and the PA.

**PART V - SPECIFICATIONS**

## I.

### CMMS-SUBSYSTEM MAINTENANCE

Develop a CMMS based report that shall be maintained and updated, as required, and which shall include sufficient information on system problems, time and date of occurrence, type of corrections performed assigned responsibility, corrective actions and probable cause. This report shall be submitted to PANYNJ on a daily, weekly and monthly basis and will serve as a historical record for formulating a maintenance program that will best suit the BHS and the environmental conditions to which the equipment is exposed. The Contractor shall also submit an abbreviated daily summary report electronically (in a format satisfactory to the Authority) to PANYNJ or its' agent.

Provide all aspects of inventory control, and all activities required to maintain an adequate supply of materials, supplies and equipment to operate and maintain the BHS system. Responsibilities will include purchasing and disbursement, expediting, receiving, storage, cataloging and requisition control.

The Contractor shall provide and utilize a CMMS to develop and maintain an automated maintenance management and inventory control program for all BHS related work, which shall be coordinated with, reviewed and approved by PANYNJ.

The automated maintenance management and inventory control program shall provide up-to-date information on spare parts usage, re-order date, in stock replacement dates, routine and preventative maintenance procedures performed for each component, scheduled and non scheduled maintenance reports, inspection reports, and staff dispatch (fault) reports. All reports shall have the ability to be sorted by date or type of procedure or failure and must have the ability to be printed on demand. Additionally, this system shall maintain and track all pertinent budget and invoice information regarding spare part usage and replacement.

Prepare and submit the CMMS based Maintenance Management and Inventory Control report with the above referenced information to PANYNJ on a monthly basis.

The Contractor will provide access via-internet (web-based CMMS) for up to six (6) users as determined by the General Manager. The Contractor will be responsible to maintain and provide technical support and technical remedies for these users during normal business hours Monday through Friday 7:00 a.m. to 3:30 p.m.

All data inputted into the CMMS for the maintenance and operation of the BHS is the property of The Port Authority of NY & NJ and must be turned over either at the conclusion of the contract or earlier if deemed necessary by the General Manager.

The reliability of the BHS and associated equipment highly depends on a reliable maintenance program. The BHS shall be thoroughly inspected at regular intervals and corrective measures shall be taken to prevent major breakdowns. The Contractor will be responsible for providing any additional scheduled/preventative maintenance (i.e., above and beyond the minimum provisions described above) that may be required to meet the performance criteria specified herein.

## III.

### BHS Maintenance Administration and Management

- A. Provide all personnel, supplies and materials necessary to perform the administration, operation, maintenance, and management of the BHS operation and maintenance services.

Maintenance management comprises all the functions required to manage the operation and maintenance activities effectively, including, but not limited to:

- a. Supervision and clerical support
- b. Payroll and benefits administration
- c. Personnel training
- d. Safety
- e. Financial reporting
- f. Personnel administration
- g. Maintenance scheduling
- h. Staffing
- i. Inventory management including:
  - 1.) Interface with PANYNJ and the BHS equipment supplier for reimbursement of spare parts and labor under warranty.
  - 2.) Track the warranty period for all components, labor hours for repairs and cost.
  - 3.) Maintain control and purchasing of all spare parts.
  - 4.) Preparation and submittal of BHS operational and maintenance reports to PANYNJ

B. Terminal B – Baggage Handling System – Maintenance Diagnostics Computer System

See Attachment B – letter from MCS Automation, Division of MCS Electrical Contracting, Inc., South Farmingdale, NJ, to quote prices for services as required by the Authority under this Contract.

The foregoing letter does not form a part of this Contract nor does the Authority represent to the Bidders any conclusion to be drawn therefrom. It is made available to the Bidders for the sole purpose of apprising them of the information furnished to the Authority. The cost of this service is accounted for in the pricing sheets under "Cost for Specialized Software and Hardware Support for TSA Security Tracking System and for any Modifications and/or Recertification". The use of any other vendor for this service must be approved by the Port Authority General Manager.

## IV.

### Training

1. Employ and train all maintenance personnel as required for the performance of this Contract. In addition to the training of the initial personnel staff, train all replacement or added personnel as needed to meet the requirements of this contract.

### **PART V – SPECIFICATIONS**

2. Ensuring that all employees who will be involved in the operation and maintenance of the BHS have a thorough understanding of the system and how to safely and effectively operate and maintain the system as required for their respective position. This shall include obtaining any training required from the original equipment supplier(s) at no cost to PANYNJ.

## V

### System Performance Report

At the request of the General Manager or his/her assistant the Contractor is to provide the Baggage Handling System performance statistic report on a daily basis. The format of the reports shall be coordinated with PANYNJ and, at a minimum, shall provide indication of actual system performance with respect to all performance criteria specified herein.

## VI

### Hours Available for Maintenance Functions

1. BHS maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the BHS is minimized to the greatest extent possible. To minimize operational impact to the user Airlines and/or TSA, carry out the maintenance of BHS equipment at night and during off-peak periods. Off-peak, curfew period maintenance needs to be coordinated with PANYNJ. Contractor shall not bill at Overtime rates for this service.
2. The current normal hours of operation in the Terminal B bag rooms are 4:30AM to 11:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.
3. The current normal hours of operation in the Terminal A bag rooms are 4:30AM to 10:30PM. Note, however, that operational hours may be subject to change over time and/or on a temporary basis as required for special operations, weather, and other unforeseen circumstances.

## I OPERATIONAL SERVICES

### General Requirements

1. Furnish all personnel as required to operate and maintain the BHS and meet all specified performance criteria during the term of this Contract. Personnel shall perform all duties set forth in the approved System Operation Plan and System Operating Manuals provided by the Baggage Handling System equipment supplier.

2. Normal hours of operation and the level of service for the BHS will be as coordinated with PANYNJ Operations, Maintenance and TSA. On occasion, special events may necessitate extending or reducing system operation beyond normal operating hours or altering the mode of operation.
3. The Contractor shall be responsible for the removal of any baggage remaining in the system and any manual handling required in the event of a BHS system failure and to respond to all BHS related failures and emergencies as required allowing or facilitating transport of bags to their intended destination.
4. The Port Authority of NY & NJ will dictate any matters relating to the Systems operation such as the required hours of operation, Maintenance and TSA and the Contractor shall fully cooperate and coordinate in this respect. PANYNJ will make every effort to assist as needed with the resolution of any issues encountered in the required coordination between the BHS Contractor and Airlines. When officially notified by PANYNJ of a decision regarding the above matters, or any other matter that PANYNJ wishes to classify as a policy decision, immediately take all appropriate steps to comply with the decision.
5. Performance analysis (using reporting functions provided by the original BHS Supplier as available and applicable and/or any other necessary means) as required to document actual performance of the BHS and to verify compliance with the performance requirements as set forth herein. Provide PANYNJ monthly system assurance monitoring reports that include this data for review, commencing at the end of the first month of this Contract.
6. If, as a result of system monitoring, it is determined that a redesign and/or replacement of BHS Components are necessary or desirable, the proposed method of accomplishing such redesign and/or replacement shall be submitted to PANYNJ for review and approval prior to initiating such work. To the extent not covered by the Baggage Handling Equipment supplier's warranty, any such redesign and/or replacement together with any work associated therewith shall be performed at a mutually agreed upon price between PANYNJ and the Contractor under the Extra Work provision. Under no circumstances shall the Contractor withdraw the BHS from service for such purposes without prior written authorization from PANYNJ.

## II. CLASSIFIED WORK

Classified Work shall be performed in full compliance with the requirements of and in accordance with the provisions of these Specifications. Employees assigned to Classified Work shall work exclusively at the areas to which they are assigned and shall perform the required maintenance and operation services for the full shift specified for the time period specified on their work schedules or assignment sheets.

For each such shift, the assigned employee shall be entitled to one half hour meal break (unpaid) and there shall be two (2) fifteen minute relief breaks during an eight hour shift. Relief breaks shall not be scheduled in conjunction with the meal break. The schedule of meal and relief breaks shall be subject, at all times, to the approval of the Manager.

In computing those hours for which payment will be made hereunder, allowance shall be made for all relief break time provided pursuant to the immediately preceding paragraph. No allowance shall be made for meal break time.

Operation of the Baggage Belt Systems shall be available for all flights arriving or departing from the International Facility at Terminal B and Terminal A in Newark International Airport twenty-four (24) hours per day, seven (7) days per week including holidays, as directed by the Manager. In operating the Belt Systems, the Contractor and/or its operating employees shall conform to the operating procedures prescribed by the Manufacturer of the Baggage Belts including, but not limited to, operating Systems in order to protect the public, airport personnel and airport vehicles and property.

It shall be the Contractor's responsibility to provide fully trained Maintainers, Mechanics, Supervisors, Manager, and Systems Engineers as Staff so that the Baggage Belts will be operated in a safe and expeditious manner at all times.

### **III. CLASSIFIED WORK: BAGGAGE BELT MAINTAINER**

Baggage Belt Maintainer coverage will be required seven (7) days a week, twenty-four (24) hours a day, shift coverage to be approved by the Authority in advance in conformance with airline schedules.

The Baggage Belt Maintainer's job duties shall consist of the following items. The following list is a general outline of the job duties and is not to be construed as "all inclusive".

- 1 - Work in a safe and expedient manner to clear all baggage jams
- 2 - Ensure that bags are aligned as required upstream of CTX machines and/or immediately clear any resulting jams.
- 3 - Assist the maintenance mechanics/technicians on an as needed basis.
- 4 - Observe and report any maintenance, operations and/or repair problems to the maintenance mechanics/technicians.
- 5 - Responsible for general cleanup of work areas and in/around conveyor equipment including all carousels at a Frequency required maintaining units free of trash, dirt and debris.
- 6 - Responsible for manual movement of baggage in the event of system outage, during system fallback conditions as required.
- 7 - Responsible for the stocking and restocking of baggage tubs to all required areas.  
For all scheduled Flights the Maintainer will be required to be at the start switch of the appropriate system fifteen (15) minutes prior to the scheduled arrival of luggage tubs so that the system can be started and checked. If the Maintainer experiences any difficulty or notices any problems, they are to notify their supervisor and a Baggage Belt Mechanic immediately.

Maintainer may have to in conjunction with mechanics during breakdown of belts, move luggage by hand to its destination until belts begin operating again safely. Maintainers may also be used to assist mechanics if called on by the Manager. Maintainer must assist airlines in placement of luggage into containers.

The Maintainer will notify the Authority's Terminal Services Supervisor or Control Desk as to when a System is ready and operational and/or not operational.

Maintainers shall Conduct themselves in a courteous manner and maintain their uniforms and personal appearance in a world-class manner.

Maintainers shall be equipped with a two-way radio and trained in its use.

Maintainers shall not be permitted to smoke, eat or drink while on duty, except during breaks and in designated break areas/ smoking areas.

#### **IV GENERAL SITE MANAGER**

The General Site Manager will be the responsible person that is the representative of the Contractor and have the power and ability to answer and make decisions concerning the Contract when called upon by the General Manager to do so.

The General Site Manager will be ultimately responsible for all Managers, Supervisors, and ALL staff assigned by the Contractor for this Contract. If the General Manager due to concerns pertaining to the conduct of any employee performing work under this Contract, it is the responsibility of the General Site Manager to ensure the Contractor's labor policies and procedures are followed either to terminate employee or reassign employee from the Facility. Neither the General Manager nor any of his/her staff or The Port Authority of NY & NJ will be held liable for any of the Contractor's decisions concerning its personnel.

All resumes for Supervisory Staff and Baggage Belt Mechanics must be submitted to the General Manager prior to the start up date of the Contract for review and approval. All maintenance personnel approved by the "General Manager" shall be experienced in and competent to perform the work assigned to them by the Contractor, and shall be properly certified by the baggage belt manufacturer to perform the work assigned to them where such certification is a requirement by the General Manager of this Contract. Any changes or additions to personnel must meet the same criteria prior to being assigned to this Contract.

The General Site Manager will be responsible for delegating to his/her Managers completing logs on all equipment, parts inventory and records of all worked performed on a continuous basis. He/she must have a working knowledge of computers.

The General Site Manager must be on site Monday through Friday between the hours of 7:00AM to 3:30PM. The General Site Manager must be able to be reached via cell phone twenty-four (24) hours per day, seven (7) days per week 365 days per year in the event the General Manager or the Contractors overnight or off hours staff needs to make contact with said person.

The General Site Manager, if unable to be at any portion of his/her assigned tour, must have a replacement available with the same qualifications and abilities to cover that assigned tour.

Duties shall consist of making decisions on behalf of the Contractor concerning the Contract in all its facets. General Site Manager is responsible for all other lower level managers, supervisors and for every day operation and maintenance of Baggage Belt System and must have thorough knowledge of the Operation

and Maintenance for the Baggage Belt system along with the required TSA security screening software and hardware attached to the system. This position will also be responsible for ensuring compliance with TSA security and will be directly responsible to ensure the CMMS is operating and kept to date with the latest information for use by the Port Authority and its representatives. The General Site Manager will be required to meet with the General Manager to discuss matters pertaining to the Contract.

**The only holidays** in which the General Site Manager will not need to be replaced are on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day .

## **V. MANAGER/SUPERVISORS**

### **A. MANAGER**

The Contractor shall assign a Manager whose presence at the Site of the Work is required during the hours of 7:00 AM to 3:30 PM, Monday through Friday, and at such other times as the General Manager may require.

The Contractor will also assign one (1) Manager Monday through Friday between the hours of 7:00 AM to 3:30 PM and may be required to adjust work schedule to accommodate off hour inspections of personnel as directed by the Port Authority General Manager or the Contractor General Site Manager. The Manager will directly be responsible and answerable to the General Site Manager on matters concerning the supervisors and trades persons and who will deal with schedules, CMMS system information and updating, inspecting along with the supervisors work needing to be done, finished work and scheduling work and periodic inspections off hours or off schedule (approved only by the General Manager) to ensure employees are being diligent to his/her assignments.

The Manager must be replaced for any time the assigned Manager is unable to fulfill his/her assigned role as Manager. No holidays or exceptions will be allowed for his/her absence. The Manager must be present Monday through Friday at the times noted above and if unable to fulfill role for the day, the General Site Manager must find an approved equal replacement to carry out his/her duties.

The Manager of the Contract will be responsible for day-to-day operations and maintenance of the BHS, inputting data into the CMMS, updating all regular maintenance and repair of the BHS and associated equipment. Manager will be required to inspect work being performed by his/her direct supervisors and staff. Manager may be required to meet on a regular basis with the General Manager and discuss scheduling, and other operational tasks associated with this contract as needed by the General Site Manager and General Manager.

The Manager so assigned shall serve as the Contractor's representative at the Facility and shall have overall responsibility at all times for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees. The Site Manager shall also be available to the General Manager at such times as the General Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the General Manager may wish to transmit. The Manager shall not perform personally any of the maintenance or operations work required hereunder.

The Manager must ensure the CMMS System is up to date and all equipment history updated on a daily basis.

## **B. SUPERVISORS**

Contractor shall also assign working Supervisors whose presence at the Facility will be required (7) days a week, 365 days a year during the hours of 3:00 PM -11:30 PM, 11:00 PM - 7:30 AM on Weekdays, and at 7:00 AM - 3:30 PM and at other times designated by the Manager. The Supervisor shall not be assigned to the performance of administrative tasks but shall devote his/her entire time to the immediate supervision of the personnel performing maintenance and operation services pursuant to the Contract and to the performance of such maintenance and operation work as may be directed by the General Manager.

Supervisors are expected to oversee all work done by mechanics, engineers, routine, non-routine work and baggage handling maintainers. It is a must that the Supervisor have the expertise to troubleshoot and have an all encompassing knowledge of the complete BHS including a working knowledge of the PLC's and tracking systems hardware and software.

The Contractor's Supervisors must have thorough knowledge of complex mechanical equipment involving pneumatic, hydraulic and electrical systems (110 V, 220 V and 440 V).

The Contractor's Supervisor shall be available at those times specified, to the General Manager for prompt attention and compliance with orders, instructions, directions and information written or orally given regarding the performance of the Work specified in the Contract and for inspection tours of the premises.

No compensation shall be payable hereunder for time worked by the Contractor's Manager and/or Supervisors in excess of eight (8) hours per day or five (5) days-per week.

## **VI SYSTEMS ENGINEER RESPONSIBILITIES**

- 1. Monitor the operational status of the BHS system at all hours of the operational day. The Systems Engineer duties include, but are not limited to:**
  - a. Alert maintenance personnel through radio communications of faults or failures and dispatch them to the appropriate location**
  - b. Monitor line balancing**
  - c. Monitor statistics**
  - d. Make BHS operational decisions, initiating and coordinating implementation of any backup/fallback procedures necessary to allow continued operations (e.g., choosing alternative routings using plow diverters, coordination with PANYNJ Operations, Maintenance and TSA)**

- e. Interface directly with the PANYNJ Operations, Maintenance and TSA
  - f. Ensure smooth daily start-ups by reviewing start-up check lists and procedures
  - g. Must be capable of programming VFD's when needed.
2. As required for monitoring of the Baggage Handling System, via the Maintenance Diagnostic System (MDS) and/or observation as required during the system's operational period. The following is a statement of work for the Operations Staff that will be assigned to Baggage Handling System monitoring.

The tasks are separated into three (3) groups; 1) Daily Tasks, 2) Regularly Scheduled Non-Daily Tasks, and 3) Random Unscheduled Tasks. The following list along with the BHS manufacturer's recommendations, as referenced in the System's operation and maintenance manuals shall be used as minimum requirements for the task assignments to the BHS monitoring staff.

#### 4. Systems Engineer Routine Tasks

##### Task Daily Task Description:

- a. Ensure that all previous day's Work has been completed.
- b. Collect, log and file all daily reports generated during the nightly End-of-Day processing. (1st Shift Only)
- c. Ensure that systems are operational and ready for operational day.
- d. Verify that all communications links are running and operational (PLC, etc.).
- e. Verify that there are no devices in an alarm state or condition that will prevent the BHS conveyors from starting and contact maintenance personnel to correct any conditions that may prevent system start-up.
- f. Verify readiness to exercise/initiate any and all back-up or fallback modes or Procedures at any time (e.g., redundant PLC's on-line, back-up diverters operational where available, etc.).
- g. Monitor system for any visual and audible alerts, and notify maintenance Operations of identified conditions that may need correction.
- h. Compile/generate end of shift reports; log and file.
- i. Fully advise next shift of current conditions and relevant issues as required.
- j. Provide on-site support to off-site support personnel.

## VII CLASSIFIED WORK: MAINTENANCE MECHANIC (Routine Maintenance)

Contractor will not be permitted to forego regular Routine/s Maintenance Work to perform Non-Routines unless written permission is requested and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS Manufacturer suggests Routines and the Contractor is to follow the Manufacturer's suggested Routines or modify the Routines as long as it is equal to or better than; or updated by the manufacturer of the BHS if updated by the Manufacturer; Contractor to follow updated suggestions..

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

The Contractor shall furnish under this Contract complete and professional maintenance service consisting of labor and materials and based on the Manufacturer's recommended schedule of maintenance. The Contractor will inspect each of the baggage systems on a daily basis checking, tightening, tracking, cleaning, trouble-shooting, adjusting, lubricating, performing minor repairs and performing all maintenance work according to Manufacturer's specifications.

Work will also include the installation and maintenance of protective guards or bollards around baggage belts and carousels in the bag rooms as well as "speed" bumps.

The Contractor will provide and install all minor replacement parts at no additional cost to the Authority as specified in Part V, "minor repairs" and "minor parts."

In performing maintenance, the Contractor shall use all reasonable care to keep each Baggage Belt System in proper, safe and efficient operating condition, twenty-four (24) hours a day, seven (7) days a week. The Contractor shall furnish all labor, minor parts, lubricants, hydraulic fluids, equipment, temporary barricades, safety equipment, warning signs, and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. Maintenance hereunder shall be deemed to include such removal and replacement or re-installation of equipment, materials, and minor parts as may be necessary or desirable to afford access to the equipment for maintenance. Minor parts shall be lubricants, cleaning materials, hydraulic fluids, filters, lost or broken nuts, any type of keys and switches, welding rods, bolts and washers, oil seals, control push buttons, indicator light bulbs, key switches, cover plates, fuses, wire nuts, electrical ties and other disposable type items and to include all items costing \$25.00 or less.

- 1) Provide skilled cross-crafted Mechanics with mechanical and electrical aptitude and strong skills and experience with industrial control devices. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the baggage handling system including controls (PLC's) and baggage sizing scanner systems.
- 2) All electrical work must be under the supervision of a New Jersey Licensed Electrician.
- 3) One Mechanic per shift familiar with PLC logic and controls to assist Systems Engineer, if necessary.

- 4) The Mechanic shall be responsible for the daily operations of the baggage handling system as well as to Operate, Maintain, Trouble-Shoot and Repair the Mechanical, Electrical and Control Systems related to the Baggage Handling System. The following list is not to be construed as "all inclusive", rather it is a general outline of Mechanic's duties.
- a. Monitor daily operations and statistics of the baggage system to determine problem areas.
  - b. Trouble-shoot and repair all mechanical, electrical, and control components of the BHS system.
  - c. Analyze all data from the baggage handling system to determine problems and trends that may lead to problems.
  - d. Suggest and, with PANYNJ, TSA and Airline approval only, make necessary changes to the Programmable Logic Controllers (in non-tracked areas only) to maintain and/or enhance the performance of the baggage handling system (changes may require recertification of the system).
  - e. Provide preventive maintenance (PM) services, clean, inspect, lubricate, adjust/track, Troubleshooting and repair for all mechanical equipment.  
-The following list is a general outline of their job duties and is not to be construed as "all inclusive".
    - Conveyor belting, end rolls, drive rolls, snub rolls, take-up rolls, etc.
    - Conveyor drive assemblies (motors, gear boxes, drive belts, v-belts etc.)
    - Conveyor supports (ceiling hangers, leg supports, etc.)
    - All diverters and associated equipment that direct baggage flow.
    - Trouble-shoot and repair all mechanical faults
    - Responsible for general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris. This shall include regularly cleaning out all debris-collecting gap pans.
  - f. Provide preventive maintenance services, clean, troubleshooting and repair for all electrical/controls equipment. The following list is a general outline of Mechanic's job duties and is not to be construed as "all inclusive". - Programmable Logic Controls, Input/output components, and communications hardware
    - Tuning and Optimizing of the Programmable Logic Controllers (PLC) Program when deemed necessary/warranted. Under no conditions shall the Contractor perform any modifications to any PLC code for tracked areas. This work must be performed in conjunction with PANYNJ Operations, Maintenance and TSA.
- 5) In maintaining the equipment, the Contractor shall conform to the specifications of the latest edition and all subsequent updates of the maintenance manuals listed in the section of the Information For Bidders entitled "Reference Documents", unless the Manager orders a different procedure in writing. The Authority will furnish one copy of each manual to the Contractor.
- 6) The Contractor shall supply itself with sufficientCopies of such manuals and shall obtain any updated material issued for such manuals and shall propose to the Manager, for approval, revisions to the manuals as such revisions become necessary. Such approved revisions shall be included in the Contractor's copies of the manuals, and Contractor shall supply the Authority with copies of such revisions for inclusion in its manuals.

- 7) Upon expiration or other termination of this Contract, all such manuals procured by the Contractor as updated shall become the property of the Authority.
- 8) The Contractor shall perform maintenance service for each system at the frequencies noted below. The "Baggage Belt Maintenance Periodic Inspections", specified in this agreement indicate the maintenance routines required to be performed monthly. Any revisions to an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager reserves the right to revise an established maintenance work schedule by giving the Contractor one week's notice and at no additional cost to the Authority.
- 9) Maintenance shall be performed so as not to interfere with public travel or baggage belt operation as determined by the Manager. No system will be removed from service without first getting approval from the Port Authority Control Center or Terminal Service Staff.
- 10) The Authority shall have the right to have others repair and replace any component of the Belt Systems. Components of the Belt Systems that are repaired, replaced or refinished by the Contractor or by others shall be nevertheless inspected, checked and serviced by the Contractor at no additional cost to the Authority.
- 11) Upon the completion of each maintenance routine, the Contractor shall submit to the Manager a report detailing the condition of the equipment and his/her recommendations.
- 12) On completion of a maintenance routine, the Contractor shall review with the Manager the performance of each belt and make recommendations for improvements.
- 13) The Contractor shall correct any equipment or operational deficiencies discovered as a result of periodic inspections and test conducted by the Authority and/or the Contractor. Corrections made by the Contractor which are performed under Routine Maintenance procedures, shall be at no additional cost to the Authority, except if such work is determined to be Extra Work.
- 14) In order to make replacements and repairs for the Baggage Belt Systems as expeditiously as possible, the Contractor shall stock, keep and maintain on the Facility a sufficient supply of materials such as minor parts, tools or other equipment as may be necessary to make such replacements and repairs, and establish means to obtain other parts from the equipment Manufacturer in an expeditious manner. However, except for lubricants, hydraulic fluids and "minor parts" which must be provided by the Contractor, the Contractor must be prepared to purchase, upon request by the Manager, any required parts or components. An inventory of all tools and parts must be performed annually under the supervision of the Port Authority and monthly inventory reports will be requested. The Contractor will be responsible for all discrepancies in said inventory upon expiration of Contract.
- 15) The Mechanic will be expected to perform any and all repairs required that are found during normal Routine Maintenance at the time of finding the deficiency to at the minimum get part/equipment/section working safely until a more permanent fix can be accomplished. However, repairs will be reimbursed and performed following the description above under "specific definitions" as well as following cost for labor and materials under the bidders agreed upon "unit prices" as described in Section IV of the Pricing Sheets and accepted by Port Authority.

- 16) The Authority shall have the right to remove the subject equipment or any items thereof from service hereunder. Any work, which must be performed, in order to take the subject equipment out of service and/or to return to service, the Contractor shall return it to service if ordered by the Manager and the Contractor shall be compensated therefor in accordance with the provisions of this agreement in the description entitled "Non Routine Maintenance".
- 17) Servicing of the Baggage Belts located in the Terminal B International Facility and a portion of Terminal A shall be performed according to Manufacturer's specifications and recommendations. Servicing is considered to include periodic inspections, checks and minor adjustments on the system equipment as well as periodic lubrication, cleaning and replacement of system level components. All systems must be checked and tested for proper performance upon completion of these procedures. All PLC's must be monitored and repaired to insure efficiency. When performing Daily Inspections, Monthly Inspections, Quarterly Inspections, Semi-Annual Inspections and Annual Inspections of all Baggage Belt Systems, the Contractor will provide the Port Authority with an approved inspection report.
- A. Under the Contractor's general supervision, Baggage Belt Mechanics are responsible for complex mechanical, electrical and electronic equipment. Perform duties involving the diagnosis, repair and maintenance of complex mechanical equipment, as well as technically involved auxiliary and control systems. Work is highly specialized in nature and requires an extensive and sound knowledge of mechanical, electrical and electronic experience. Work is performed under circumstances requiring unusual techniques and exceptional judgment.
  - B. The Contractor shall provide Baggage Belt Mechanics that will perform all required maintenance functions on the systems including Manufacturer's specifications and recommendations for periodic maintenance routines. The Contractor shall assign mechanics to be available as directed by the General Manager.
- 18) All maintenance personnel will be required to pass a Contractor administered written examination, which has been approved by the Authority, prior to assignment to the Contract.
- 19) The Contractor's maintenance personnel shall report to their immediate Supervisor, who in turn will report to their Manager who will in turn report to the General Site Manager or a designated representative at the start and completion of each Routine Maintenance and Non-Routines.
- 20) The Contractor will be responsible for providing all safety related items such as but not limited to hard hats, safety cones, gloves, eye protection, rags, hand cleaner, first aid kits, eye wash stations, respirators etc.

#### **H Basic Requirements**

1. Performs skilled mechanical work involving inspection, modifications, maintenance and repair on complex special equipment such as auxiliary and control systems, and diagnosis, modifications, alterations, maintenance and repair of mechanical, hydraulic, pneumatic and electrical equipment directly related to Baggage Belts, Carousels and PLC's.
2. Inspects all the critical areas (i.e., mechanical, hydraulic, pneumatic, electronic and electrical systems).

## **I Major Functions**

1. Investigates routine and non-routine malfunctions of standard or specialized mechanical equipment and auxiliary systems. Conducts various tests, repairs, and may lead other qualified maintenance personnel in the repair and maintenance of such equipment.
2. Prepares reports on equipment failure or malfunctioning resulting from other than normal wear and tear, and may recommend modifications to the equipment which are designed to improve operation and performance.
3. Participates in and performs daily, weekly, monthly, quarterly, semi-annual, and annual preventive maintenance and other inspections on Baggage Belt Systems in accordance with printed maintenance guides, verbal instructions and normal trade practices. Notes and report any defects found during the inspection to a Supervisor.
4. Inspects, test and diagnoses equipment performance, using standard instrumentation and diagnostic techniques. Makes all types of repairs both routine and non-routine and adjustments as necessary.
5. Performs testing and unit rebuilding hydraulic, electrical, pneumatic, electronic and other components.
6. Inspects, locates and diagnoses malfunctions on each system.
7. Maintains and repairs or replaces a variety of mechanical equipment and all baggage belts and associated equipment.
8. Troubleshoots electrical problems.
9. Maintains Baggage Room Speed Bumps and Belt Protectors.

## **J Knowledge, Ability and Experience Requirements**

1. Experience in the maintenance and repair of complex mechanical equipment, e.g., hydraulic, pneumatic, electronic, electrical.
2. Knowledge of electrical systems (24V Control Wiring, 110 V, 220 V and 440 V).
3. Experience in rigging equipment.

**K     Electrician**

- 1) Must be a licensed, class A, journey person electrician licensed in the State of New Jersey.
- 2) The job requires a knowledge of 1) installations, alterations and repair methods including troubleshooting procedures for electrical equipment and systems, 2) the tools and materials used in the electrical trade, 3) basic principles and theory of electricity, and 4) applicable electrical codes and safety precautions and voltage.

All work must comply with National Electrical Code. All new work or modification to the existing work must be submitted to the Manager for approval. The work will be inspected by Port Authority electrical staff and any discrepancies will be promptly corrected at the Contractor's expense.

**L     Certified Welder/Cutter**

1. Perform all welding involving structural supporting members to the belt system or any other application where personnel or the public will be exposed to such welded applications.
2. The Contractor must also supply qualified personnel to operate gas type cutting or welding.
3. Permits must be filed with the Authority fire marshal.

**VIII BAGGAGE BELT MECHANIC NON-ROUTINE**

Contractor will not be permitted to forego regular Routine(s) to perform Non-Routines unless written permission is requested to and received from the Port Authority General Manager.

Deficiencies found during routines must be addressed at that time. A repair necessitating six (6) man-hours or less will be said to be Routine and a Minor Repair.

The BHS manufacturer suggests routines and the Contractor is to follow its suggested routines or modify the routines as long as it is equal to or better than if updated by the manufacturer of the BHS the Contractor to follow updated suggestions.

All expendable materials such as rags, oil, lubricants, bulbs (any kind except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Non-Routine work is not at the discretion of the Contractor. All work thought to be Non-Routine by the Contractor must be discussed with the General Manager before approval will be given.

If approval for Non-Routine work is granted, it will be carried out and reimbursed according to the description above of "Non-Routine".

Baggage Belt Mechanics assigned to non-routine work must meet the same criteria set out for a Baggage Belt Mechanic performing work under routine maintenance.

## **IX NON-ROUTINE MAINTENANCE; COMPENSATION/EMERGENCY SERVICE.**

The Contractor shall perform all non-minor repairs and replacements regardless of the cause thereof and the Authority will pay the Contractor under the provisions of this Contract where the need for the repair is not due to the fault of the Contractor.

Reimbursement for such repairs will follow Major/Minor Repair/s or Major/Minor Part.

Non-Routines will consist of work needing to be done above and beyond what will be considered normal wear and tear or beyond the understanding of Routine. The Contractor shall obtain authorization from the General Manager to schedule Non-Routines.

The Contractor will bring in additional staff to complete Non-Routine work in order to prevent using scheduled routine staff. However, an exception to this will be if permission to defer a Routine is granted by the General Manager and there will not be a significant set back in the Routine schedule and the Contractor can demonstrate that deferring a Routine will not adversely impact the system. In addition, the regular Routine must be rescheduled to the satisfaction of the General Manager. It is unacceptable to avoid doing the Routine all together.

All expendable materials such as rags, oil, lubricants, bulbs (any kind, except if asked to perform group relamping), sprays, contact cleaners, are considered expendable items and are to be included in the billable hourly rates of the Contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision. These are the responsibility of the Contractor.

Said service shall be performed, as required by the Manager, at any time, twenty-four (24) hours per day, seven (7) days per week, including holidays. However, no repair or replacement work, which the Contractor deems to entitle it to compensation for Non-Routine Maintenance, shall be performed without the prior approval of the Manager. It shall be presumed that all repairs and replacements of minor parts required under "Routine Maintenance" are the responsibility of the Contractor and that the Contractor shall be entitled to no additional compensation unless the Contractor can demonstrate that the work request is of a Non-Routine nature. Any Non-Routine work will not begin until the General Manager approves the request.

### **A. COMPENSATION**

Whenever any work is performed by the Contractor and the Contractor has received approval from the Manager, that such work is to be classified as Non-Routine maintenance, the Contractor shall, as a condition precedent to payment for such work, furnish to the Manager or his authorized representative at the end of each day daily time slips showing (a) the name and number of each employee employed on such work, and the number of hours employed thereon, and (b) a brief description of the nature of the work performed and a list of materials used. This information shall

be supplemented by the Contractor at a later date with a statement indicating from whom the material was purchased and the amount paid therefore or copy of the Contractor's price list, and all of the rates used in computing compensation for labor. Such daily time slips and memoranda are for the purpose of enabling the Manager or his authorized representative to determine the amounts to be paid to the Contractor; accordingly, failure on the part of the Contractor to furnish them with respect to any particular work shall be deemed to constitute a conclusive and binding determination on the Contractor's part that such work does not entitle the Contractor to additional compensation, and shall constitute a waiver by the Contractor of any claims for such additional compensation.

Payment for each hour of labor expended in the performance of Non-Routine maintenance shall be at the rate set forth by the Contractor on the Contractor Pricing Sheet(s). Payment for all parts and material provided shall be in accordance with the following:

When it is necessary for the Contractor to replace any part or material during the performance of Non-Routine Maintenance under this Agreement, the Contractor shall first submit to the Authority for its approval the name of the item, the identifying number therefore, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that the Authority is to be billed therefore said price being the Contractor's list price for such parts and/or materials or, if no list price exists, that price quoted to most favored customers for similar parts and/or materials in similar quantity. The Authority shall have the option of (a) approving same; which approval shall be in writing or (b) supplying said material to the Contractor itself. In the event of (a), the Contractor shall be compensated for the "Net Price" of the material or the list or most favored customer price, as applicable in the case of material supplied by the Contractor, plus the percentage amount inserted by the Contractor on the Contractor's Pricing Sheets.

"Net Price" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for use in performing his obligation hereunder provided such purchase has received the prior written approval of the Authority as required herein.

The Contractor shall not be required to install additional equipment or appurtenances, other than that required for the maintenance of the equipment, even though such are recommended and required by insurance companies, or by governmental authorities, without additional compensation therefore. If directed by the Manager to install any such additional equipment or appurtenances, they shall be considered Extra Work and the Contractor shall be compensated as set forth in the section of the Form of Contract entitled "Extra Work".

Components requiring replacement under this Contract shall be replaced with new components of current design as recommended by the manufacturer or equal as approved by the Manager. Lubricants and hydraulic fluid shall be as specified by the manufacturer.

#### **B. EMERGENCY RESPONSE**

The Contractor shall furnish Emergency Service within one (1) hour after the Manager's request for Emergency Service. Emergency Service shall be available on the basis of twenty-four hours per day, seven (7) days per week, including holidays. All malfunctions or inefficient or improper operation of

the equipment shall be investigated by the Contractor and the cause thereof forthwith repaired, removed, adjusted or otherwise attended to, so that the equipment is restored to proper operation at the earliest possible time. In the event the Contractor is directed by the Manager to perform Emergency Service as herein defined, the Contractor shall be compensated as provided in this section of the specifications entitled, "Non-Routine Maintenance", provided the need for the repair is not due to the Contractor's fault (such as due to lack of maintenance or neglect by the contractor).

**X BAGGAGE BELT SCHEDULE OF MANPOWER**

a) The Contractor shall furnish Maintenance and Operations Service for the 18 Baggage Belt Systems located in the Terminal B International Facility at Newark International Airport and Terminal A.

The Contractor shall furnish Maintenance and Operations Service for any additional Baggage Belt System, which may come under Port Authority control at the applicable Charge Per Hour inserted by the Contractor in the pricing sheets.

b) The following Schedule of hours shall be effective for the start of the Contract. (Note: The scheduled times listed below reflect the current needs for operator coverage at the Terminal A & Terminal B. These schedules will be adjusted as the need changes based on flight and passenger activity. The amount of hours could increase or decrease as provided herein. As a result, the Estimated Annual Hours indicated on the Contractors Pricing Sheets, are greater than the number of hours shown below. There is no guarantee that the total number of estimated hours will be utilized. This schedule is for 24 hours per day, 7 days per week 365 days per year coverage.

| <u>Position</u><br><u>Hours</u> | <u>Daily Hours</u> | <u>Weekly Hours</u> | <u>Annual</u> |
|---------------------------------|--------------------|---------------------|---------------|
| <u>Management</u>               |                    |                     |               |
| General Site Mgr.               | 8                  | 40                  | 2080          |
| Manager                         | 8                  | 40                  | 2080          |
| <u>Supervisors</u>              |                    |                     |               |
| 2300-0730                       | 8                  | 56                  | 2920          |
| 0700-1530                       | 8                  | 56                  | 2920          |
| 1500-2330                       | 8                  | 56                  | 2920          |
| <b>Totals</b>                   | <b>24</b>          | <b>168</b>          | <b>8736</b>   |
| <u>Systems Engineers</u>        |                    |                     |               |
| 0500-1330                       | 8                  | 56                  | 2920          |
| 1200-2030                       | 8                  | 56                  | 2920          |

|           |               |           |             |
|-----------|---------------|-----------|-------------|
| 1600-0030 | 8             | 56        | 2920        |
|           | <b>Totals</b> | <b>24</b> | <b>168</b>  |
|           |               |           | <b>8736</b> |

**Mechanics**

|                                   |               |            |              |
|-----------------------------------|---------------|------------|--------------|
| 2300-0730 – (Outbound Belts)      | 8             | 56         | 2920         |
| 2300-0730 – (Inbound Belts)       | 8             | 56         | 2920         |
| 2300-0730 – (Inline Matrix Belts) | 8             | 56         | 2920         |
| 2300-0730 – (B2 Inline Belts)     | 8             | 56         | 2920         |
| 2300-0730 – (B3 Inline Belts)     | 8             | 56         | 2920         |
| 0500-1330 – (Terminal A TC3)      | 8             | 56         | 2920         |
| 0700-1530 – (Outbound Belts)      | 8             | 56         | 2920         |
| 0700-1530 – (Inbound Belts)       | 8             | 56         | 2920         |
| 0700-1530 – (Inline Matrix Belts) | 8             | 56         | 2920         |
| 0700-1530 – (Inline Matrix Belts) | 8             | 56         | 2920         |
| 0700-1530 – (B2 Inline Belts)     | 8             | 56         | 2920         |
| 0700-1530 – (B3 Inline Belts)     | 8             | 56         | 2920         |
| 1300-2130 – (Terminal A TC3)      | 8             | 56         | 2920         |
| 1500-2330 – (Outbound Belts)      | 8             | 56         | 2920         |
| 1500-2330 – (Inbound Belts)       | 8             | 56         | 2920         |
| 1500-2330 – (Inline Matrix Belts) | 8             | 56         | 2920         |
| 1500-2330 – (Inline Matrix Belts) | 8             | 56         | 2920         |
| 1500-2330 – (B2 Inline Belts)     | 8             | 56         | 2920         |
| 1500-2330 – (B2 Inline Belts)     | 8             | 56         | 2920         |
| 1500-2330 – (B3 Inline Belts)     | 8             | 56         | 2920         |
| 1500-2330 – (B3 Inline Belts)     | 8             | 56         | 2920         |
|                                   | <b>Totals</b> | <b>168</b> | <b>1176</b>  |
|                                   |               |            | <b>61320</b> |

**Baggage Belt Maintainers**

|                              |   |    |      |
|------------------------------|---|----|------|
| 2300-0730 – (CB1)            | 8 | 56 | 2920 |
| 2300-0730 – (OB1 – OB4)      | 8 | 56 | 2920 |
| 0500-1330 – (OB10)           | 8 | 56 | 2920 |
| 0500-1330 – (Terminal A TC3) | 8 | 56 | 2920 |
| 0700-1530 – (CB1)            | 8 | 56 | 2920 |
| 0700-1530 – (OB1 – OB4)      | 8 | 56 | 2920 |

**PART V – SPECIFICATIONS**

|                              |            |            |              |
|------------------------------|------------|------------|--------------|
| 1130-2000 – (RC1 & RC2)      | 8          | 56         | 2920         |
| 1130-2000 – (RC1 & RC2 CRSL) | 8          | 56         | 2920         |
| 1200-2030 – (Inbound CRSL)   | 8          | 56         | 2920         |
| 1300-2130 – (OB10)           | 8          | 56         | 2920         |
| 1300-2130 – (B2 CRSL)        | 8          | 56         | 2920         |
| 1300-2130 – (Terminal A TC3) | 8          | 56         | 2920         |
| 1300-2130 – (Tub Collection) | 8          | 56         | 2920         |
| 1500-2300 – (CB1)            | 8          | 56         | 2920         |
| 1500-2330 – (B3 CRSL)        | 8          | 56         | 2920         |
| 1500-2330 – (OB1 & OB2)      | 8          | 56         | 2920         |
| 1500-2330 – (OB3 & OB4)      | 8          | 56         | 2920         |
| <b>-- Totals</b>             | <b>136</b> | <b>952</b> | <b>49640</b> |

## XI

### PERSONNEL REQUIREMENTS

The Contractor shall use only experienced, skilled, competent, trained Baggage Belt Conveyor Systems Maintainers and Mechanics in the performance of the maintenance work. All work shall be performed by maintainers and mechanics supervised by the Contractor.

1. Maintainers shall have a minimum of two (2) years experience
2. Mechanics shall have a minimum three (3) years experience
3. Systems Engineers shall have a minimum three (3) years experience in system type knowledge and
4. General Site Manager shall have a minimum five (5) years experience
5. Manager shall have a minimum five (5) years experience
6. Supervisor shall have a minimum five (5) years experience.

It is not necessary for all the required experience to have been acquired with the Contractor's firm. The mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of these particular types of Baggage Belt Conveyor Systems. The Contractor shall, if requested by the Authority, furnish proof of this training and experience to the satisfaction of the Authority.

All Supervisors, Managers, General Site Manager, and Systems Engineers must be approved by the Port Authority Contract Administrator (General Manager). The personnel may be required to undergo an interview process including providing a resume.

No Site Manager, Manager, or Supervisor assigned hereunder by the Contractor shall directly perform the Maintenance and Operation services required by this Contract.

The General Site Manager, Manager and Supervisors assigned hereunder by the Contractor shall possess a valid driver's license and shall be able to speak and write in the English language.

The General Manager shall have the right to approve any General Site Manager, Manager or Supervisor proposed by the Contractor for assignment hereunder.

The General Site Manager, Managers and Supervisors assigned hereunder by the Contractor shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the General Manager with such proof of prior experience, including references, as the General Manager may request. The Contractor shall also provide the General Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five (5) years prior experience with respect to such individual.

If, in the opinion of the General Manager, any employee so assigned is performing his functions unsatisfactorily, the Contractor shall replace him/her within twenty-four (24) hours following the Contractor's receipt of the General Manager's request for such replacement.

The Contractor, its Mechanics and other personnel shall adhere to the Authority's safety standards and rules and shall comply with all directives issued in the interest of public safety and PA Customer Service good practices (A PA Customer Service Manual will be supplied) when so notified by the Manager. The Contractor's personnel shall immediately comply with all directives issued by the Authority's Police Officers. Failure to comply with authorized directives shall cause the Authority to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing work required 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 Port Authority Manager's staff.

The successful Contractor shall submit to The Authority the names and home addresses of employees who will perform maintenance work under this Contract. No employee will be permitted to work under this Contract without approval of The Authority. The Contractor shall obtain for its employees identification badges approved by The Authority, including SWAC and TWIC.

Thirty (30) days prior to the start of the Contract, the Contractor shall submit to the Manager a completed typewritten Newark Airport A.O.A. Security Identification Card Application for each of its employees working under this Contract. All employees working under this Contract will not be allowed to perform any of the Work unless such personnel have been approved, in advance, by the Authority upon the successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display (S.I.D.A.) class given by the Authority at the facility at no additional cost to the Authority.

Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged in maintenance work under this Contract.

## AIRPORT SECURITY PERSONNEL REQUIREMENTS

### 1) Security Requirements

Companies contracted by The Port Authority of NY & NJ to perform contractual services at Newark Liberty International Airport must have security identification badges. Therefore, the successful bidder, at the time of contract award, must submit a corporate package (company I.D. request package) to the Port Authority Security I.D. Office at Newark Liberty International Airport. The Contractor must designate a Company Issuing Officer(s) who will be responsible for processing all Security I.D. applications. Issuing Officer(s) must attend an Issuing Officer training session conducted by the Port Authority Security I.D. Office prior to being certified as an Issuing Officer and on an annual basis. Time for this necessary training is the responsibility of the Contractor and will not result in any additional cost to The Port Authority of NY & NJ.

A detailed description of the Issuing Officer's responsibilities can be obtained upon request, from the Port Authority Security I.D. office at Newark Liberty International Airport.

### 2) Personnel Requirements (Security)

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten Airport I.D. Card Application for each of its employees performing services under this Contract. No Resident Manager, Supervisor or Cleaner nor any cleaning personnel performing any of the Work hereunder in any of the Security Areas of Newark Liberty International Airport as designated by the Manager will be allowed to perform any of the Work at these areas unless such personnel have been approved. I.D. applicants must successfully undergo a Criminal History Records Check (CHRC) and Transportation Security Administration (TSA) Security Threat Assessment (STA) in order to obtain an I.D. card. Applicants who do not meet the CHRC and STA requirements will not be eligible to work at Newark Liberty International Airport on this Contract. There is a fingerprinting fee, please consult the ID Office for the fingerprinting fee amount. Applicants must:

Complete the Port Authority Security I.D. Application form (PA 3253) and present it to an authorized issuing officer for signature.

All vehicle operators must possess a valid driver's license

Complete and pass the SIDA and Port Authority Driver Training class if necessary.

Clear (CHRC) fingerprint background check and STA

Provide two forms of identification

*\*\*The CHRC takes an average of two weeks for approval, therefore, we urge applicants to submit their applications as soon as possible. The General Manager will provide the Security I.D. Application form (PA 3253)*

It will be the Contractor's responsibility to capture and return all expired or invalid I.D. cards to the Port Authority Security I.D. office at Newark Liberty International Airport. Failure to do so will preclude the Contractor from performing any further work on this contract or any other Port Authority Contract as well as subject the Contractor to administrative fees.

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

### 3) US Bureau Customs Bond Requirements

Dedicated personnel assigned to this Contract must also obtain a U.S. Customs Hologram for access to high security buildings. Staff must meet the established criteria required by the U.S. Bureau of Customs and Border protection. In addition, the Contractor must obtain an Airport Customs Security Area Bond. Currently a \$25,000 bond is required for 25 employees or less.

The Contractor shall comply with US Customs Regulation, 19, CFR 122.14 stating that:

All parties whose personnel require access to Customs Security Areas at airports, that effective October 1, 1998, the Customs Service will require service companies, and all parties whose employees possess Customs Security holograms to post a bond which will guarantee payment of liquidated damages assess by Customs for any violation of the Customs Airport Security Program. These new regulations are set forth in the Customs Regulations, 19 CFR 122.14.

The Customs Regulation as amended September 3, 1998 mandates that companies whose personnel possess security holograms post a bond with Customs, guaranteed by surety, assuring compliance with Customs Regulations applicable to Customs Security Areas. Under the amended regulations, violations will subject and employer to liquidated damages of \$1,000.00 per default from the bond agreement.

Employers operating in Customs Airport Security Areas will advise all their employees of the provision of the Customs Regulations relative to the security areas and require them to familiarize themselves with these provisions and to comply therewith. Failure to comply shall be considered as a default of the conditions of the employer's bond and shall subject the employer to liquidated damages as specified in its bond. The Contractor shall be responsible for any and all fees for its employees to obtain Customs Security Holograms.

## XII

### LIMITATION ON EMPLOYEE HOURS

No employee performing Classified Work hereunder shall be permitted to work more than eight (8) hours per day unless insufficient employees are available to perform the Maintenance and Operation services required and the Contractor has obtained the Manager's prior approval for the assignment of such additional hours. If both such conditions are met and the Contractor assigns additional hours,

the Contractor shall schedule the work so as to ensure that no employee works more than twelve (12) hours per day or resumes work less than eight (8) hours following such an extended shift. No additional payments for premium time shall be allowed to the Contractor under such circumstances. Payment for all such additional hours shall be at the rates applicable to the Work performed as such are set forth in on the Contractor's Pricing Sheets.

In the event that the Manager determines that an emergency exists at the Site of the Work so as to require the utilization of all available employees, he/she shall have the right to waive the above stated limitation on hours for such time as the emergency is in effect. In the event of such an emergency, the Manager may also, at his/her discretion, excuse the performance of regularly scheduled Work and direct that employees assigned thereto be reassigned to Work necessitated by the emergency. In such an event and only with respect to employees so reassigned, Work performed shall not be considered Extra Work and compensation for each hour expended therein shall be at the hourly rate set forth for Classified Work on the Contractor's Pricing Sheets.

There will be no OT billable only those rates agreed to in the Pricing Sheets.

### **XIII UNIFORMS AND IDENTIFICATION**

A. The Contractor shall provide uniforms to each employee performing Maintenance and Operation work required hereunder which shall be worn at all times during which such Work is being performed. Such uniforms shall include an approved EWR embroidery or patch. Each employee must have a company photo ID affixed to the uniform and visible. All insignias and identification badges shall be subject at all times to the Manager's approval.

The Contractor agrees that its employees will present a neat, clean and orderly appearance at all times. The Contractor will also be responsible for ensuring that its employees wear appropriate footwear (no sneakers) for the tasks performed. Personal clothing shall not be worn in any manner as will cover any part of the uniform. The Contractor shall outfit all employees with the following uniform inventory:

4-Collared type shirts (colors to be determined upon award)

4- Pair of work pants (black)

4- Mock style long sleeve, turtleneck shirts

1- Parka or winter type coat

The General 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 Work or to furnish the required number of employees at each location at the Site of the Work as specified.

B. No agent, employee or subcontractor of the Contractor will be permitted on or about the Facilities without a pass, permit or identification badge approved by the Manager. The Contractor shall obtain such passes, permits or identification badges for his employees. The badge shall list the name of the employee, show the employee's signature and shall contain a recent photograph of the employee. The name and address of the Contractor shall also appear on the badge. The identification badges shall be worn in a conspicuous and clearly visible position by all those engaged in the work

whenever they are at the Facilities. The Contractor agrees that all agents, employees, or subcontractors will present a neat clean orderly appearance at times while at the Facilities.

#### XIV

##### SPACE PROVIDED TO THE CONTRACTOR

The Authority will furnish the Contractor at no cost to the Contractor with non-exclusive locker space, lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's equipment, materials and supplies. Said facilities and space shall be designated by the General Manager and may be changed at any time at his discretion. The Contractor shall not conduct any business from this space other than what is specified in this agreement.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

#### XV

##### VEHICLE REQUIREMENTS

The Contractor shall furnish and maintain, for exclusive use by the Contractor's employees the at Airport 24 hours per day 7 days per week the following Vehicle to be used to transport baggage tubs, staff, equipment, parts and materials from one location to the next:

One (1) 6-passenger, pick-up truck, not more than three (3) model years old at any time, with hydraulic tail lift-gate, , all wheel drive or (4X4) with no more than 5,000 miles or approved equal. Vehicle must not have any oil leaks or any other type of fluid leaks including the burning (smoking) of any fluids that leave behind a "smoke like" appearance.

**PART V - SPECIFICATIONS**

Vehicle must also be well maintained inside and out to give a proper, professional appearance to our airline customers. The General Manager will have the right to inspect and remove the vehicle from service if deemed necessary due to unsightly appearance or signs of neglect. Vehicle must be washed regularly at a minimum once every three weeks. This maintenance will be at the expense of the Contractor and is not reimbursable.

The vehicle must be equipped with air conditioning, heat, automatic transmissions, back-up alarms, steel bed-liners, roof mounted rotary yellow beacon safety light bar for maneuvering on the ramp areas and when parked in front of the terminals loading baggage tubs.

Must be easily identifiable; and must have the company name or logo prominently displayed.

The color, style, and identification of all vehicles shall be subject to the prior and on-going approval of the General Manager.

All costs related to the vehicle including, but not limited to insurance, fuel, oil cleaning, and maintenance are to be borne by the Contractor.

The Port Authority will only reimburse the Contractor for the rates as quoted on the Contractor's Price Sheet for the time the vehicles are in service at the Facility.

The vehicle will be operated only by a licensed driver that has satisfactory completed the Port Authority's "Aeronautical Driving Course" and the driver must carry the approval card that is issued upon completing said course and must also adhere to the established airport rules and regulations for the operation of motor vehicles.

## **XVI**

### **Materials, Supplies and Equipment**

#### **A. Routine Maintenance (All Classified Work)**

The Contractor shall supply all tools, supplies and equipment and routine maintenance parts and materials required for the performance of such work. None of these items supplied for Routine Maintenance shall be deemed a part of the inventory and are therefore the financial responsibility of the Contractor.

#### **B. Non - Routine Maintenance**

All specially designed tools, materials, parts, supplies required for the performance of such work, shall be provided by the Contractor or withdrawn from Inventory as required. All said items provided by the Contractor should become the property of the Authority. All specialty tools permitted by the General Manager to be purchased for the repair of a Non-Routine and becoming the property of The Port Authority of NY & NJ must receive a Port Authority Property Tag.

The Contractor is responsible for the security, repair, and integrity of all tools and equipment as to be readily available at all times.

**C. Minor Part**

Any repair part attached to the BHS costing \$25.00 or less shall be the responsibility of the Contractor without further compensation by the Port Authority and should be included in the billable hourly rates of this Contract.

If it is less expensive for the Contractor and The Port Authority of NY & NJ to do a bulk order of parts (General Manager of PA to pre-approve) costing \$25.00 or less, \$25.00 will be deducted from the invoice and no mark-up will be granted only shipping cost (with no mark up on the shipping cost). The Port Authority shall approve any bulk procurement.

All expendable materials such as rags, oil, lubricants, bulbs (except where large orders of bulbs are made at the request of the Manager, then a bulk order may be made but will still carry a \$25.00 deductible for the order. The type of bulbs for example are for convenience lighting and safety not indicator bulbs), sprays, contact cleaners, are considered expendable items and are included in the base term price of the contract as cost of maintaining the BHS and are excluded from the \$25.00 deductible provision.

**C. Major Part**

The Contractor will be reimbursed for any part amount over \$25.01 plus the agreed mark-up, plus shipping. The first \$25.00 will be the responsibility of the Contractor. If it is less expensive for the Contractor and the Port Authority to do a bulk order of parts (where one (1) is needed now but the rest will be used in the near future and can be placed in inventory) costing \$25.01 or more, \$25.00 will be deducted from the bulk purchase on the invoice, however mark-ups and shipping will remain as stated on the Pricing Sheets. The Contractor must obtain permission from the General Manager to us the bulk order provision.

**C. Inventory**

The Contractor shall maintain a sufficient quantity of items, as determined by the General Manager in discussion with the General Site Manager placed in the space provided by the Authority, to ensure the continuous operation of the Baggage Belt Systems. Items supplied for Classified Work shall not be deemed to form a part of inventory. Specialty Tools purchased for any approved Non-Routine job will not be permitted to receive Contractor's mark-up on tools or equipment provision in the Pricing Sheets as such tools will become the property of The Port Authority of NY & NJ.

The Contractor by way of its General Site Manager may suggest to the General Manager items to be kept in inventory or new items to be purchased in inventory, but no item shall be purchased without the written approval of the General Manager.

If required by the General Manager, the Contractor shall obtain a minimum of three bids for each purchase.

All items of inventory shall be, and remain at the termination of the Contract, the property of the Authority.

The Contractor shall track all purchases and record all items purchased on an inventory. The Port Authority will conduct monthly spot checks on the inventory and the Contractor will be responsible for the accuracy of the inventory and all associated items.

**D). TITLE TO MATERIALS, SUPPLIES, TOOLS, PARTS**

All materials, parts and supplies to become part of the baggage belts or to be expended in the maintenance and operation hereunder, and all other items, including all tools to become property of the Authority under this Contract, shall be and become the property of the Authority upon delivery to the Airport or upon being especially adapted for use for this Contract, whichever may first occur.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as maybe required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances and shall mark or otherwise identify all such items as the property of the Authority.

**E). INSPECTION OF TOOLS, EQUIPMENT, MAN-LIFTS, FORKLIFTS**

The Contractor will have a maintenance routine set in place for all tools and equipment to include an O.S.H.A approved inspection and preventative maintenance check on all man-lifts, forklifts and like equipment used by the Contractor. Proof of such will be provided to the General Manager upon request from the General Site Manager.

## **XVII Wages and Supplemental Benefits**

### **A. Definitions:**

- 1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract and other administrative personnel performing such duties exclusively.
- 2) "Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plans are not included as wages.
- 3) "Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included as Supplemental Benefits.
- 4) "Non-overtime Hours Worked" shall mean the straight-time hours actually worked by Employees under this contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid. There is no provision in this contract for "Overtime" hours worked.
- 5) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B. Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.**

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee

finally takes his/her vacation in February 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

- C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Wage/Salary and fair and reasonable Supplemental Benefits for each employee in each category as set forth below.

Minimum Hourly Wage:

Systems Engineer - \$25.98 (per hour)

Mechanic - \$17.61 (per hour)

Baggage Belt Maintainer - \$11.72 (per hour)

Supervisor - \$27.00 (per hour)

Minimum Annual Salary:

Manager - \$65,726 per year

General Site Manager - \$74,897 per year

- D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Minimum Hourly & Annual Salary for all the above noted employees, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee Wages/Salary higher than the Minimum Wage/Salary hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Wage/Salary per job title, set forth above, allows the Contractor to pay or provide some of its employees Wages/Salary that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.
- F. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the

paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

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

For records related to Wages and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

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

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

- H. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract.
- I. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages set forth herein (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's employees who have not been paid the proper wages (or to the Port Authority for retention

by the Port Authority until such time as the Contractor's employees are paid), or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

- J. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment(s) due to the Contractor under this Contract.
- K. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

#### 1) **Health Benefits for Full-Time Employees**

##### A. Definition:

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

- B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

- 1) Health benefits shall be provided to Employees and their families.

- 2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:
  - i. up to and including family coverage, as applicable
  - ii. inpatient hospital services
  - iii. outpatient surgical facility
  - iv. emergency room services
  - v. prenatal services
  - vi. well visits/immunizations/routine visits for illness
  - vii. prescription drug benefit
- 3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees, furnish health benefits:
  - The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;*
  - The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);*
  - The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.*
- 5) Health Benefits shall be provided to Full Time Employees and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

## 2) Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to his or her workmen, laborers, carpenters, mechanics, welders and electricians (Class A) (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 as determined by the Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the State of New Jersey, County of Essex and County of Union for the locality and for the period of time the work is performed. The provisions of this clause are inserted in this Contract for the benefit of such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such workmen, laborers, carpenters, mechanics, welders and electricians (Class A) less than the rates of wages and supplements above described, such workmen, 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) 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 workmen, laborers, carpenters, mechanics, welders and electricians (Class A) for the minimum hereinbefore described.

ATTACHMENT B

# MCS Electrical Contractors, Inc.

1433 Route 34 South, Bldg. B, Farmingdale, NJ 07727, NJ Electrical Lic. #8628

Phone: (866)-343-5197 Fax: 732-751-135 Email: info@mcs-automation.com

December 13, 2010

Mr. Richard A. Grehl  
The Port Authority of New York & New Jersey  
One Madison Avenue - 7<sup>th</sup> Floor  
New York, NY 10010

Subject: Bid Number 23230: Operate and Maintain 18 Baggage Belt Conveyor Systems and  
Associated Carousels at Newark Liberty International Airport

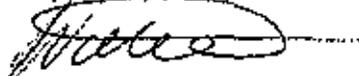
Dear Mr. Grehl:

Attached to this letter is our proposal entitled "MCS Service Proposal Port Authority of New York & New Jersey Newark Liberty International Airport (EWR) Terminal B Baggage Conveyor System Maintenance Diagnostic System (MDS) Proposal" dated December 13, 2010 to provide support services for a contract expected to be released as a result of Bid Number 23230.

We agree that the Port Authority of New York & New Jersey and the bidder whose bid is accepted for the contract shall be the beneficiaries of this agreement and shall have a direct right of action against us in the event of a breach.

Our offer to sell shall be irrevocable for a period of 180 days after opening of the bids for Bid Number 23230.

Respectfully yours,



Joe Valente  
President  
MCS Automation  
MCS Electrical Contracting, Inc.

# **MCS Service Proposal**

**Port Authority of New York & New Jersey  
Newark Liberty International Airport (EWR)**

**Terminal B**

**Baggage Conveyor System**

## **Maintenance Diagnostic System (MDS) Proposal**

**Date: December 13, 2010**

**A comprehensive proposal detailing our intended scope and pricing in our alliance with PANYNJ.**

# MCS Service Proposal

## Maintenance Diagnostic System Proposal

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### System Description

The EWR Terminal B BHS MDS System is a terminal wide Maintenance Diagnostics Computer System that was installed in 2008 as part of PANYNJ Contract Number EWR-254.002. This project involved the installation and commissioning of 11 new Inline Baggage Screening Machines throughout the terminal.

Along with the Baggage System, the MDS System was installed in the Terminal B Control Room and is the central monitoring and diagnostics tool used by Maintenance Personnel to ensure the proper operation of the BHS Systems installed under that contract. Aside from being an important diagnostic/reporting tool for the Maintenance Staff, the MDS also serves as a critical reporting tool necessary to meet the mandatory daily reporting needs of the Local TSA in their effort to monitor and report on the daily operation of the CBIS.

Therefore, the availability and proper operation of the MDS System is a CRITICAL part of the successful operation of the Terminal B Baggage Handling Systems. To keep the entire system operating smoothly it is necessary for personnel, which are fully qualified technicians, to perform the diagnostics and regular detailed maintenance required on the system of this scale and complexity.

The Terminal B MDS Computer System is comprised of the following computer/server components:

- Two Rack mounted Servers operating in a redundant configuration, each running the following custom configured software:
  - Microsoft Windows Server 2003 R2
  - Microsoft SQL Server 2005
  - Microsoft Internet Information Services
  - Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct Driver Suite
  - Iconics DataWorx32 9.13 Redundant
  - Iconics AlarmWorx32 9.13 Redundant
  - Iconics AlarmWorxLogger32 9.13 Redundant
  - Iconics ReportWorx32 Standard 9.13
  - Iconics WebHMI Server
  - Microsoft Office Excel 2007 (Required for ReportWorx32)

# MCS Service Proposal

- Two Workstations in a Quad Monitor configuration, each running the following custom configured software:
  - Microsoft Windows XP SP2
  - Iconics Genesis32 9.13 Redundant
  - Iconics Genesis32 VBA Scripting Environment
  - CLI ThinClient Manager
  
- Twelve Panel Mounted ThinClient Computers with attached 19" Touchscreen monitors, each running the following software:
  - Microsoft Windows XP Embedded
  - Microsoft Internet Explorer
  
- One HP MediaVault Backup File Server with dual hard drives in a Raid 1 configuration.

The MDS System was developed using the stated software programs/platforms, however it was designed and built specifically to fit the needs of the project using the Iconics GraphWorx32 Development Platform. As such, it is a highly customized set of proprietary applications built using a combination of standard available GraphWorx32 customization features and a high degree of custom API (application programming interface) scripting and programming.

To connect the MDS Computer System to the PLCs from which it collects and analyzes its data, a Terminal Wide Redundant, Fiber-Optic Ethernet Network was installed. The Ethernet Network connects the Control Room Servers to the Ethernet Adapters of the ten PLCs located throughout the terminal. The backbone of the network is a series of Redundant Managed Ethernet Switches, located throughout the terminal and configured to use X-Ring Redundancy.

To keep the MDS Hardware and Software functioning optimally it will be necessary for fully qualified personnel with a proven, deep understanding of ALL of the stated Hardware Platforms and Software Programs/Packages to perform routine maintenance on the system. The following qualifications outline the specific product/industry knowledge that would be require of an MDS Technician.

# MCS Service Proposal

## *Required Qualifications of MDS Technician(s)*

### *Software*

- **Microsoft SQL Server Database**
  - Have in depth knowledge of structure and operational needs of relational databases
  - Ability to run Archiving, Re-Indexing, and other maintenance routines on the SQL Server databases
  - Ability to understand, write, and maintain SQL Queries, Triggers, and Stored Procedures.
  
- **OPC Servers**
  - Have in depth understanding of OLE for Process Control (OPC).
  - Manage and expand OPC Tag Databases.
  
- **Allen-Bradley ControlLogix Programmable Logic Controllers**
  - Fully versed in RSLogix 5000 programming language.
  - Complete knowledge of Logix family PLC I/O structure.
  - Experience implementing and troubleshooting solutions built using the Logix family EtherNet/IP communication cards using CIP.
  - Experience implementing and troubleshooting solutions built using ControlNet Communications hardware and software protocols.
  - Full understanding of Logix family PLC Tag based I/O.
  - Full understanding of RSLogics Modular programming techniques.
  - Familiar with "User Defined Type" (UDTs) Data types and their uses.
  
- **Industrial Networking Skills**
  - General Experience troubleshooting Ethernet Networks containing Fiber Optics.
  - Experience Configuring and Troubleshooting Managed Switches
  - Experience troubleshooting of advanced network topologies using features such as X-Ring Redundancy, IGMP Snooping, Port Trunking, and VLANs.
  - Thorough understanding of the Ethernet/IP stack and the CIP protocol.

# MCS Service Proposal

- **ICONICS Genesis32 Graphical Interface Program and components**
  - Training and Experience developing and troubleshooting solutions built in the Iconics Genesis32 Development Platform. Experience with the Graphworx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32 is necessary.
  - Diagnose and solve problems with system Graphics Screens.
  - Diagnose and solve problems with system Data manager (DataWorx), Alarm Manager (AlarmWorx) and Alarm Logger (AlarmWorxLogger).
  - Experience developing and troubleshooting reports using ReportWorx32.
  - Proficient in Visual Basic for Applications (VBA) and able to diagnose and solve problems with any of the various custom VBA scripts embedded in the MDS software application.
  - Full understanding of the relationship and dependencies of a HMI program, PLC program & Computer system network environment.

## **Hardware**

- **Computers**
  - Ability to administer, maintain and troubleshoot servers in a redundant environment.
  - Ability to Administer and troubleshoot an Active Directory Cluster.
  - Experience Administering Windows Group Policies.
  - Ability to Administer, maintain and troubleshoot Workstations in a redundant environment.
  - Ability to change out computer hardware and rebuild software environment to match original configuration.
- **Allen-Bradley & Legacy KOYO Programmable Logic Controllers.**
  - Ability to diagnose problems with I/O hardware, isolate & repair.
  - Ability to diagnose problems with communication hardware, isolate & repair.
- **Miscellaneous Hardware Components**
  - Working knowledge of Thin Client hardware, HMIWeb interface and Touchscreen monitors in a Network environment.
  - Working knowledge of EtherNet to Serial Converters in an EtherNet/IP Network environment.
  - Familiarity with large format LED displays and Serial Label Printers.
  - Complete working knowledge of Redundant Managed EtherNet Switches and Redundant Ring applications.
  - Working knowledge of EtherNet communications over CAT6 & Single Mode Fiber Optic Networks.

# MCS Service Proposal

## **Baggage Screening System**

- GE CTX Machines
  - Working knowledge of CTX machine operation from an Integration standpoint.
  - Experience with FDR Reports generated by CTX equipment and how this data relates to the MDS processes and Maintenance/TSA Procedures.
  - Familiarity with TSA PTRI & TRI computer functions (Image Decisions & Image Display)
- Baggage Tracking System
  - Working knowledge of how baggage is to be handled at insertion points and the effects of "Bag Hygiene" on tracking system efficiencies.
  - Familiarity with Photoeyes and Pulse Generators (Encoders) and their functionality and purpose within the Tracking Zones.

## **Typical Tasks which may be required to be performed by MDS Technician**

- Including but not limited to:
  - 1) Generate and Store Exports of the Kepware, DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.
  - 2) Check for free Server disk drive space and manage disk drive accordingly.
  - 3) Run complete Backups and Virus Scans on each of the two Servers disks.
  - 4) Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.
  - 5) Simulate Server failover to verify Server Redundancy operation.
  - 6) Ensure Reports are operational and available to be run by operators.
  - 7) Run Complete Backups and Virus Scans on each of the two Workstations.
  - 8) Check for free Workstation disk drive space and manage disk drive accordingly.
  - 9) Archive old Reports.
  - 10) Ensure PLC code integrity is maintained in each PLC. *Note: PLC code cannot be modified in any way without authorization of PANYNJ project manager.*
  - 11) Ensure both Primary and Secondary PLCs are functional.
  - 12) Review Daily Operational Logs, review any noted system issues with Maintenance Staff.
  - 13) Analyze collected data to reconcile differences in data reported by TSA/CTX system and MDS in the event of a discrepancy or unexpected event.
  - 14) Be responsive to requests for assistance by maintenance personnel in troubleshooting problems with all electrical elements of the Outbound Baggage Conveyor Systems.

# MCS Service Proposal

## Proposal Detail

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*To Furnish Maintenance Services for Terminal B Inline Baggage Screening Conveyors Maintenance Diagnostic System (MDS).*

MCS Automation proposes to furnish the services outlined above subject to the below listed qualifications:

### **1) Term of Proposal**

This proposal provides for furnishing the technical support necessary to maintain the MDS hardware and software in operational condition as described above.

The proposed term of the agreement is for three years with an option to extend the agreement for an additional three years. The price of an extension to an existing agreement shall increase by One and One Half Percent (1.5 %) for each of the subsequent three option years. All purchased materials and equipment (ICONICS/Genesis SupportWorx License Maintenance Agreement and/or replacement parts) will be priced at their current cost at the time of purchase.

### **2) Software Maintenance License**

Under this proposal MCS will purchase, for the PANYNJ, the Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for each of the three (3) years covered by this proposal. (See page 9 for the cost associated with license procurement)

ICONICS software packages that require SupportWorx License Maintenance Agreement are Graphworx32, DataWorx32, AlarmWorx32, and AlarmWorxLogger32.

### **3) System Maintenance**

Routine administrative maintenance chores will be performed on-site on a monthly basis at scheduled intervals. See "Routine Scheduled Tasks" on page 10.

It is not the intent of this proposal to provide a full time technician on site at any time.

### **4) Service Availability**

It may be required that an experienced MDS Technician be available for emergency or pre-arranged service calls (Billable at the hourly rates detailed herein). In these events, MCS

# MCS Service Proposal

Automation WILL have a Technician available onsite within 4 hours of notification to provide support/assistance, in the diagnosis, repair and/or replacement of malfunctioning equipment.

Such on site, Remote Telephone or Computer Service is outside the scope of this proposal but shall be made available subject to the attached hourly service rates. See "Service Rates" on page 11.

## 5) *Replacement Parts*

Replacement parts are not included in the base proposal but a list of critical spare parts for the Maintenance Diagnostic System is provided as an option. This list represents those essential pre-configured & tested items we feel are necessary to have on site, in case of a catastrophic failure. See "Spare Parts" on page 12.

## 6) *Documentation and Escrow*

6.1) During the term of this proposal MCS will assemble all Application Configuration Files, database scripts, etc. that would be necessary to reconstruct the MDS System, should the need arise. In addition, all of the PLC System(s) code files would be provided as well as the installation media for the necessary application, server, and development Software, to include:

- Microsoft SQL Server 2005
- Kepware KepServerEx 5.0 with Allen-Bradley Driver Suite and Automation Direct Driver Suite
- Iconics DataWorx32 9.13 Redundant
- Iconics AlarmWorx32 9.13 Redundant
- Iconics AlarmWorxLogger32 9.13 Redundant
- Iconics ReportWorx32 Standard 9.13
- Iconics WebHMI Server 9.13
- Iconics Graphworx32 9.13
- Microsoft Office Excel 2007 (Required for ReportWorx32)
- Rockwell RSLogix5000 Professional

All software elements will be provided for PANYNJ to Escrow

6.2) MCS will compile a set of PDF documents consisting of all BHS & MDS related drawings, spare parts list, operating instructions, Network Configuration files, and Hardware manuals.

Under the terms of this proposal MCS may be requested to assist in the solution of system malfunctions involving other areas of the Baggage Handling System such as Network Switches,

MCS Automation Division of MCS Electrical Contracting, Inc. 1433 Route 34 South Farmingdale New Jersey 07727  
Phone: (732)-345-4628 Fax: 732-751-0135 Email: info@mcs-automation.com

# MCS Service Proposal

PLC components, Variable Frequency Drives etc. Therefore it would be useful for MCS to be provided with a complete listing of the type and quantities of all existing electrical component spare parts and their location.

## Pricing

**On-Site Monthly Maintenance for Three Year Period**

*Fifty Thousand Four Hundred Dollars ..... \$ 50,400.00*

*To be invoiced each month for 36 months pro-rated at \$1,400.00 per month, NET 30 Days.*

**One Time Charge for Escrow Documentation Package**

*Thirty One Thousand Two Hundred Fifty Dollars..... \$ 31,250.00*

**Mandatory ICONICS/Genesis SupportWorx License Maintenance Agreement for three Year Period:**

*Thirty Two Thousand Seven Hundred Eighty Six Dollars..... \$ 32,784.00*

*To be invoiced annually at a rate of \$10,928 per year, NET 30 Days.*

**Total Price for Maintenance, Escrow Package and SupportWorx Licensing:**

*One Hundred Fourteen Thousand Four Hundred Thirty Four Dollars..... \$ 114,434.00*

The above pricing would cover scheduled maintenance visits and software support licensing as defined previously in this proposal. For unscheduled service or repair calls the cost would be as described in "Service Rates". All replacement parts, when requested will be furnished by MCS on a cost plus basis unless the spare parts option is purchased. See "Spare Parts" on page 12.

Compilation of the Escrow Package would begin subsequent to the acceptance and execution of this proposal and the receipt of a binding purchase order.

# MCS Service Proposal

## Routine Scheduled Tasks

| Task   | Monthly | Quarterly |
|--|---------|-----------|
| Generate and Store Exports of the Kepware, DataWorx, AlarmWorx, and AlarmWorxLogger configuration profiles on each of the two Servers.                               |         | X         |
| Check for free Server disk drive space and manage disk drive accordingly.  | X       |           |
| Run complete Backups and Virus Scans on each of the two Servers disks. (Note: All Server data is backed up daily to local Raid One NAS drive located in Server Rack) |         | X         |
| Perform a complete shutdown routine on each server to ensure that each server can recover from power failure without operator intervention.                          | X       |           |
| Simulate Server failover to verify Server Redundancy operation.  | X       |           |
| Ensure Reports are operational and available to be run by operators.   | X       |           |
| Run Complete Backups and Virus Scans on each of the two Workstations.  |         | X         |
| Check for free Workstation disk drive space and manage disk drive accordingly.   | X       |           |
| Archive old Reports.   |         | X         |
| Ensure PLC code integrity is maintained in each PLC. Note: PLC code <i>cannot be modified</i> in any way without authorization of PANYNJ project manager.            | X       |           |
| Ensure both Primary and Secondary PLCs are functional.   | X       |           |
| Review Daily Operational Logs, review any noted system issues with Maintenance Staff.  | X       |           |

# MCS Service Proposal

## Service Rates

| <b>On Site Engineering Support</b>  |            |           |                    |  |
|---|------------|-----------|--------------------|--|
|   | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM - 3:30 PM<br>Overtime - Sat & Weekdays After 3:30 PM |
|   | \$ 125.00  | \$ 187.50 | \$ 250.00          | + mileage, tolls & parking   |
| <p>In the event that the PANYNJ Conveyor Maintenance Contractor requests MCS assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. For example work related to: Diagnosis or repair to the CAT6, ControlNet or Fiber Optic Communication System Including any of the network switches, PLC communication cards; VFDs replacement, setup and/or configuration; Problems with interfaces with the CTX Machines, High Speed Diverters or Vertical Sorters. For unscheduled service or repair calls the cost would be hourly rates above with a four (4) hour minimum plus expenses.</p> |            |           |                    |  |
| <b>On Site Electrical Support</b>   |            |           |                    |  |
|   | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM - 3:30 PM<br>Overtime - Sat & Weekdays After 3:30 PM |
| Foreman   | \$ 120.29  | \$ 180.44 | \$ 240.59          | + mileage, tolls & parking   |
| Journeyman  | \$ 105.52  | \$ 158.28 | \$ 211.04          | + mileage, tolls & parking   |
| General Foreman   | \$ 126.55  | \$ 189.83 | \$ 253.11          | + mileage, tolls & parking   |
| <p>In the event that MCS is requested to provide IBEW electricians to perform electrical repairs or modifications the above rates will prevail. Rates are valid thru 5/31/2011 and are expected to increase by 3% per year thereafter. For unscheduled service or repair calls involving IBEW electricians the cost would be hourly rates above with a four (4) hour minimum plus expenses. For calls outside of normal 7:00 AM to 3:30 PM working hours exceeding 4 hours but less than 8 hours will be billed at a minimum of 8 hours. Physical repairs to the Fiber Optic cabling system would fall under the scope of IBEW electricians.</p>  |            |           |                    |  |
| <b>Off Site Remote Phone or Computer Support</b>  |            |           |                    |  |
|   | Reg. Hours | Overtime  | Sundays & Holidays | Reg Time: 7:30 AM - 3:30 PM<br>Overtime - Sat & Weekdays After 3:30 PM |
|   | \$ 125.00  | \$ 187.50 | \$ 250.00          |  |
| <p>Should the PANYNJ Conveyor Maintenance Contractor contact MCS requesting phone assistance in diagnosing and solving problems which would normally be their responsibility and is outside the scope of the MCS base proposal the above rates will apply. Phone service charges will be subjected to a 15 minute minimum.</p>  |            |           |                    |  |

# MCS Service Proposal

## *Spare Parts List*

| Manufacturer        | Device              | Part Number                  |
|---------------------|---------------------|------------------------------|
| Hewlett-Packard     | Printer             | LaserJet P2015               |
| Hewlett-Packard     | Printer Cartridge   | Q7553X                       |
| Hewlett-Packard     | Backup Drive        | Media Vault or equal         |
| Western Digital     | Hard Drive          | 500 GB ATA Drive             |
| PARA Systems        | Server UPS          | MinuteMan E3000RMT2U         |
| Panasonic           | Server UPS Battery  | LC-R129                      |
| NETGEAR             | Rack Network Switch | F5728TS                      |
| Dell                | Server              | PowerEdge 2950 or Equivalent |
| Dell                | Work Station        | Precision 690 or Equivalent  |
| SHARP               | 52" LCD Monitor     | LC-S2D62U                    |
| Rackmount Solutions | KVM Monitor         | RK-P17                       |

### *Quote for Spare Parts*

Package price to provide all listed spare parts with server and workstation computers pre-loaded with application software and tested at MCS facility.

**Twenty Three Thousand Three Hundred Seventy Five Dollars ..... \$23,375.00**

Once purchased, configured and tested all parts will be delivered to EWR and stored in location directed by PANYNJ.

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

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

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

- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

### **21. Approval of Methods**

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

### **22. Safety and Cleanliness**

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

### **23. Accident Reports**

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

#### **24. Trash Removal**

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

#### **25. Lost and Found Property**

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

#### **26. Property of the Contractor**

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

#### **27. Modification of Contract**

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

#### **28. Invalid Clauses**

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

#### **29. Approval of Materials, Supplies and Equipment**

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

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate

product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

### **30. Intellectual Property**

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

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

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

### **31. Contract Records and Documents – Passwords and Codes**

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

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

### **32. Designated Secure Areas**

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

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

### **33. Notification of Security Requirements**

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;

- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- **Audits for Compliance with Security Requirements**

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

#### **34. Construction In Progress**

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

#### **35. Permit-Required Confined Space Work**

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

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

#### **36. Signs**

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

#### **37. Vending Machines, Food Preparation**

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

### **38. Confidential Information/Non-Publication**

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

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

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

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

**39. Time is of the Essence**

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

**40. Holidays**

The following holidays will be observed at the Site:

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

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

**41. Personnel Standards**

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

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

**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.



## Environmental Policy Statement

Airway Maintenance LLC is committed to being a leader by engaging in and supporting practices that preserve our natural resources and the Earth. This initiative is part of our caring for people and the environment in which they live, work, and play. It is an integral and continuously evolving part of our corporate culture.

Our efforts have been divided into six sub-categories, each of which focuses on one key aspect of our overall vision for the company's green initiative.

### **RECYCLING & HAZARDOUS WASTE:**

Sustain a company-wide recycling program and continuously seek new and innovative ways to lessen our impact on the environment through waste reduction and proper waste disposal programs.

### **ENERGY:**

Support, encourage, and assist in the reduction of energy use across all facilities through technology, education, and conservation.

### **PURCHASING:**

Purchase environmentally safe products for use throughout the company in an effort to reduce our carbon footprint, and use our buying power to maintain the best pricing for our operations.

### **EDUCATION & CERTIFICATION:**

Ensure that all employees know and understand our environmental policy. Provide educational opportunities to develop and reinforce environmentally sound business practices while motivating employees to pursue such practices at work and at home. Achieve recognized certifications in all businesses to demonstrate that we are an environmentally responsible company.

### **RECOGNITION:**

Recognize divisions, departments, and team members for achievements and improvements that advance and promote our green initiatives.

### **COMMUNICATION:**

Educate and communicate with all audiences - employees, customers, vendors, and the community - about our programs and progress.

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**January 24, 2011**

**ADDENDUM #1**

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 27, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

**The following changes/modifications are hereby made in the documents:**

1. See attached Attendance Sheet – Facility Inspection dated January 19, 2011.

2. **PROPOSER QUESTIONS AND ANSWERS**

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions:

Q1. Is the price firm for the base period (first 3 years) or does the escalator defined in the bid apply to years 2, 3 and the option years?

A1. Firm pricing per year is required for the base period. CPI adjustment as defined in Part III, "Price Adjustment" will apply for the option period.

Q2. Can the Authority provide a current blank invoice for the purposes of trying to understand the billing/receiving process including frequency?

A2. Please review Part III, section 3, "Payment".

Q3. What has been the annual "Extra Work" or "Non Routine" work assigned to the current contractor and the annual billable amounts?

A3. 2010 Extra Work was approximately \$150,000.00 and for Non-Routine hours approximately 104.

Q4. If awarded the contract, can the Contractor have access to the current employees 30 days in advance of the start date to ensure a smooth transition?

A4. The Authority will endeavor to facilitate a smooth transition.

Q5. Who will the Contractor report to? The General Manager at EWR or other management within the Authority?

A5. The Contractor will report to the Authority's Contract Administrator at EWR.

Q6. Are the current employees represented by a union? If so, who represents them?

A6. To the best of the Authority's knowledge, the current employees are not represented by a union.

Q7. Please provide a detailed list of the current spare parts inventory?

A7. See attached Exhibit A to this Addendum.

Q8. What is the award date and notification to proceed date?

A8. The award date is estimated to be late March 2011 with an expected date of commencement of Contract on or about May 1, 2011.

Q9. What liquidated damages and how much have been assessed to the current contractor?

A9. Generally, liquidated damages are assessed due to employees not being on post or arrive late. An annual figure is not available.

Q10. Does the Authority pay for the MCS Electrical Contractors Inc.'s (MCS) contract separately or does the Contractor pay MCS for its work?

A10. The Contractor pays for MCS's costs as part of Part IV, Pricing Sheets, Cost for Specialized Software and Hardware Support for TSA Security Tracking System And For Any Modification And/Or Recertification.

Q11. Is there an existing CMMS at EWR, if so, what is the make, model and software version? Will it be available to the new Contractor?

A11. Yes, there is a CMMS system that the Contractor currently uses. It was installed about 6 months ago and is still being finalized. The data on the CMMS system will be available to the replacement Contractor. The Contractor will have to decide if it will keep the same service provider or transfer the data to another CMMS system.

Q12. What is included in the Contractor's General Manager office?

A12. The Authority provides a space that can be furnished and maintained by the Contractor.

Q13. Is the PANYNJ sales tax exempt? Can we use that status when purchasing material to be used under this contract?

A13. Yes.

Q14. Please describe the bid evaluation process and/or award criteria.

A14. The lowest responsive and responsible total estimated contract price for the three (3) year base term will be recommended for award.

Q15. Will questions and answers from all interested parties be posted?

A15. Yes.

Q16. In the Pricing Sheets, how are overtime rates addressed?

A16. No overtime rates are billable under this Contract.

Q17. Please confirm that the system availability is currently at 99%.

A17. It is confirmed at 99%.

Q18. Please confirm all major tools and equipment owned by the Port Authority and available for use by the Contractor. Also, confirm availability of man lifts for use by the Contractor.

A18. The only major tools and equipment owned by the Port Authority and that will be made available for use by the Contractor is noted in Exhibit B attached to this Addendum. In Part V, Specifications, item E, Inspection of Tools, Equipment, Man-Lifts, Forklifts, page 33, it is expected the Contractor will provide its own lift when needed.

Q19. How much vacation and sick time do the current employees get on a per person basis? A19. This information is not available.

Q20. What specific position gets a shift differential if any?

A20. There are no shift differentials.

Q21. What is the current employee's seniority list?

A21. A seniority list is not available.

Q22. Is the Contractor required to grandfather the incumbent employees?

A22. See Part II, Contract Specific Information for Bidders, item 12, Bidder's Additional Submittal Requirements, first sentence, "Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce."

Q23. In Part II – Attachment A – Current Wages Contract # 4600003890, the Invitation for Bid (IFB) outlines (for informational purposes only) the current payroll records of employees assigned to the current contract. However, in Part V, page 35, item C, the IFB lists Minimum Hourly Wage: for Systems Engineer, Mechanic, Baggage Belt Maintainer, Supervisor, Manager and General Site Manager of which some are different from Attachment A. Please advise which wage schedule takes precedence?

A23. Attachment A was generated by the incumbent contractor and is provided for informational purposes only. The job titles noted in the wage schedule noted in Part V, page 35, item C and Part IV, Price Sheets take precedence.

Q24. Are there any current warrantees outstanding on any of the 18 Baggage Handling Systems covered in the IFB?

A24. There are no current warrantees.

Q25. Could the Port Authority provide the vendors with an asset list of the 18 Baggage Handling Systems that is part of the IFB?

A25. Information is not available.

Q26. Please identify the Baggage Handling Systems manufacture for the 18 systems?

A26. Legacy, Siemens, and others.

Q27. How old are the Baggage Handling Systems?

A27. From 20+ years to 3 years old.

Q28. What equipment will remain available to any new Contractor?

A28. The computer work stations for the CMMS system.

Q29. What is the dollar value of the materials on site?

A29. Approximately \$300,000.00.

Q30. What are the Port Authority's goals and objectives of this procurement?

A30. Award a Contract based on the lowest bid from a responsive and responsible Bidder.

Q31. In Part V – Specifications, item VI, Systems Engineer Responsibilities, page 13, it discusses the roles and responsibilities of the engineer, however in Part II, Attachment A there are no Systems Engineers listed. Please clarify.

A31. The equivalent job title to a Systems Engineer on Attachment A is Mechanic/Electric PLC.

Q32. In Part 1, Standard Information for Bidders, item 1, Form and Submission of Bid, first sentence, "The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders." Does this mean the entire Invitation for Bid should be returned?

A32. Yes.

Q33. What is the cost of employee SIDA badging, initial, including fingerprinting and threat assessment?

A33. \$30.00.

Q34. What is the cost of employee SIDA badging renewal?

A34. No Fee.

Q35. What is the cost of employee parking, and does it include transportation from the parking lot to the terminal?

A35. There are different options for parking around the airport for employees. One is Frontage Rd. operated off airport and used by the current contractor Oxford with a bus to the terminals. On the airport, employees can use Lot F with buses to the terminals; cost for parking is approximately \$100.00 per month per vehicle and bus transportation is approximately \$50.00 per month per person and would be the responsibility of the employee.

Q36. What is the cost of AOA permits for ramp vehicles? Must all vehicles be permitted, e.g., forklift, scissor lift, golf carts, or just vehicles licensed for use on public roadways?

A36. All vehicles on the AOA must contain a special Port Authority (PONY) plate. This is obtained by contacting the Port Authority Police in Bldg. 1 – Administration

Q37. What CMMS is currently used by the incumbent contractor?

A37. *The current CMMS system is from WEBTMA.*

Q38. What is the average daily baggage volume through the outbound systems? Peak volume?

A38. Average outbound ranges from 4,000 – 7,000 pieces. Peak volume information is not available.

Q39. Part V, XVI, Materials, Supplies and Equipment, paragraph C, page 32: What is the historical annual expenditure for Minor Parts and Major Parts?

A39. These are new provisions in this contract and no data is available.

Q40. Part III, item 1, General Agreement, first sentence includes the term "all other things". Please clarify.

A40. Whatever is necessary to keep the Baggage Handling System running properly and safely as well as all other associated equipment described in the Contract.

Q41. Part V, Specifications, XV, Vehicle Requirements, page 31, last paragraph: Is there a fee for the Aeronautical Driving Course approval card?

A41. There is no fee for this three (3) hour course to complete.

Q42. In regards to Part V, XVII, Wages and Supplemental Benefits, paragraph A, subparagraph 3, first sentence: Are birthdays considered a holiday and will the Contractor be required to give that day off to the employee?

A42. Birthdays would be considered part of Supplemental Benefits and should be included as a cost to the Contractor.

Q43. In regards to Part V, XVII, Wages and Supplemental Benefits, item 2, Prevailing Wages, page 38: Please clarify the difference between Prevailing wages and those Minimum Hourly Wages noted in Part V, page 35.

A43. For those labor categories listed in Part IV, Price Sheets, the Minimum Hourly Wages shall be those as noted in Part V, page 35. For all other labor categories that are requested to perform a service under this Contract they are to be provided at least the prevailing rate of wage and supplements as more fully defined in Part V, item 2, page 38-39.

Q44. In the Standard Contract Terms and Conditions, Article 35, Permit-Required Confined Space Work, page 20 of 28: Is there any specific space that the section is referring to, and where is it located?

A44. *The definition of defined space is as per OSHA standards (29 CFR 1910). This can include areas where retrieving an employee will be difficult (not impossible) from areas where the Baggage Handling System is suspended from the ceiling and traveling through tight spaces.*

Q45. In the JFB, it states two different counties for prevailing wage. Does the prevailing wage for those counties apply to the terminal depending on which county the work is performed?

A45. *That is correct. Terminal A is in Essex County and Terminal B is in Union County.*

Q46. What were the 2010 total billings by the current contractor?

A46. Approximately \$4.1 million.

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

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: AIRWAY MAINTENANCE LLC

INITIALED: LSM

DATE: 01.27.11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).

Attendance Sheet - Facility Inspection

TITLE: OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

BID NO.: 23230

DATE: JANUARY 19, 2011

TIME: 10:00 AM

|    | <u>NAME</u>            | <u>COMPANY</u>                 | <u>CONTACT PHONE / E-MAIL</u> |
|----|------------------------|--------------------------------|-------------------------------|
| 1  | <u>Ives Sheffield</u>  | <u>Siemens</u>                 |                               |
| 2  | <u>Dan Devine</u>      | <u>Siemens</u>                 |                               |
| 3  | <u>Boyd McKenzie</u>   | <u>Elite Line Services</u>     |                               |
| 4  | <u>Chris Fleming</u>   | <u>Thyssen Krupp</u>           |                               |
| 5  | <u>Harold Bol</u>      | <u>VANDERLANDER Industries</u> |                               |
| 6  | <u>Tom Schock</u>      | <u>JBT AeroTech</u>            |                               |
| 7  | <u>Charles Heath</u>   | <u>JBT AeroTech</u>            |                               |
| 8  | <u>Veldt Alharch</u>   | <u>LINE FACILITY SERVICES</u>  |                               |
| 9  | <u>Tom Hanson</u>      | <u>LINE FAC. SYS</u>           |                               |
| 10 | <u>John Ruppel</u>     | <u>TRIANGLE SERVICES</u>       |                               |
| 11 | <u>Chris Bachartow</u> | <u>Oxford ATT.</u>             |                               |
| 12 | <u>DARRIN HAYS</u>     | <u>ERM C</u>                   |                               |
| 13 | <u>DON MATERA</u>      | <u>AIRWAY</u>                  |                               |
| 14 | <u>ALDO PHILLIPS</u>   | <u>AIRWAY</u>                  |                               |
| 15 | <u>GENARO PIRONE</u>   | <u>PA</u>                      |                               |
| 16 | <u>Jois Goldstein</u>  | <u>PA</u>                      |                               |
| 17 | <u>RICH GRENZL</u>     | <u>PA - PROCUREMENT</u>        |                               |
| 18 | <u>TOM ROACE</u>       | <u>PA MAINT</u>                |                               |
| 19 | <u>Mark Evans</u>      | <u>SERVICETEC</u>              |                               |
| 20 |                        |                                |                               |
| 21 |                        |                                |                               |
| 22 |                        |                                |                               |
| 23 |                        |                                |                               |
| 24 |                        |                                |                               |
| 25 |                        |                                |                               |

EXHIBIT A

12/15

| Item # | Part Number | Description                         | Storage Area           | Quantity |
|--------|-------------|-------------------------------------|------------------------|----------|
| 1      | S0001       | GearBox RAT 29:1, 182TC             | Matrix: Outbound 10    | 1        |
| 2      | S0002       | GearBox ABHS Ratio 5.62             | Matrix: Outbound 10    | 1        |
| 3      | S0003       | 40 watt fuse                        | Belt Part's Room: P311 | 10       |
| 4      | S0003M      | GearBox ABHS Ratio 9.44:1           | Matrix: Outbound 10    | 1        |
| 5      | S0004       | GearBox ABHS Ratio 15.35:1          | Matrix: Outbound 10    | 1        |
| 6      | S0005       | GearBox ABHS Ratio 25.64:1          | Matrix: Outbound 10    | 1        |
| 7      | S0006       | GearBox ABHS Ratio 9.25             | Matrix: Outbound 10    | 1        |
| 8      | S0007       | GearBox ABHS Ratio 14.10 1          | Matrix: Outbound 10    | 1        |
| 9      | S0008       | GearBox ABHS Ratio 23.46 1          | Matrix: Outbound 10    | 1        |
| 10     | S0009       | Gearbox ABHS Ratio 14.88:1          | Matrix: Outbound 10    | 1        |
| 11     | S0010       | GearBox ABHS TXT1x1-7/16            | Matrix: Outbound 10    | 1        |
| 12     | S0011       | Tapered Bushing TXTx1-7/16"         | Matrix: Outbound 10    | 1        |
| 13     | S0012       | Tapered Bushing TXT2x1-11/16"       | Matrix: Outbound 10    | 1        |
| 14     | S0013       | Tapered Bushing TXT2x 1 15/16       | Matrix: Outbound 10    | 1        |
| 15     | S0014       | Tapered Bushing TXT2x1 15/16        | Matrix: Outbound 10    | 0        |
| 16     | S0015       | V-Bell 3VX315                       | Belt Part's Room: M105 | 6        |
| 17     | S0016       | TXT ABHS TA TXT2                    | Matrix: Outbound 10    | 2        |
| 18     | S0017       | TXT3 ABHS TA TXT3                   | Matrix: Outbound 10    | 1        |
| 19     | S0018       | 1747 SN Remote Scanner              | Belt Part's Room: K301 | 2        |
| 20     | S0019       | Motor 2.0HP, 145TC, 1740RPM         | Matrix: Outbound 10    | 1        |
| 21     | S0020       | Motor 2.0HP, 145TC, 1740RPM         | Matrix: Outbound 10    | 1        |
| 22     | S0021       | Motor 3.0HP, 182TC, 1750RPM         | Matrix: Outbound 10    | 1        |
| 23     | S0022       | Motor 5.0HP, 184TC, 1750RPM         | Matrix: Outbound 10    | 1        |
| 24     | S0024       | Motor 3.0HP, 182TC, 1750RPM         | Matrix: Outbound 10    | 1        |
| 25     | S0025       | 8 amp fuse                          | Belt Part's Room M805  | 35       |
| 26     | S0026       | 20 amp fuse                         | Belt Part's Room. M804 | 12       |
| 27     | S0027       | Clutch Brake UniModule 90VDC 145TC  | Matrix: Outbound 10    | 1        |
| 28     | S0028       | Sprocket, 13Teeth 1-1/2"            | Matrix: Outbound 10    | 1        |
| 29     | S0029       | Sprocket 20Teeth 1-11/16"           | Matrix: Outbound 10    | 1        |
| 30     | S0030       | Sheave Groove 3.00x1210             | Matrix: Outbound 10    | 5        |
| 31     | S0032       | 1448 P2 Power Supply Rack           | Belt Part's Room: K301 | 2        |
| 32     | S0035       | Sheave Groove 3.15x1210             | Matrix: Outbound 10    | 5        |
| 33     | S0036       | 1747 ASB Remote Adapte              | Belt Part's Room: K301 | 2        |
| 34     | S0038       | HMW Polyrite FLT 1/4x13/16x120 WHT  | Matrix: Outbound 10    | 2        |
| 35     | s0039       | Disconnect Switch 1494R-N60         | Belt Part's Room: H402 | 2        |
| 36     | S0040       | Sheave Groove 3.35x1610             | Matrix: Outbound 10    | 5        |
| 37     | S0045       | Sheave Groove 3.65x1610             | Matrix: Outbound 10    | 5        |
| 38     | S0050       | Sheave Groove 4.12x1610             | Matrix: Outbound 10    | 5        |
| 39     | S0051       | TXT ABHS TA Assembly TXT1           | Matrix: Outbound 10    | 1        |
| 40     | S0055       | Sheave Groove 4.50x1610             | Matrix: Outbound 10    | 5        |
| 41     | S0060       | Sheave Groove 4.75x1610             | Matrix: Outbound 10    | 1        |
| 42     | S0061       | Sheave Groove 5.00x1610             | Matrix: Outbound 10    | 5        |
| 43     | S0066       | Photo eye reflector V#5953T18       | Belt Part's Room: A703 | 48       |
| 44     | S0068M      | Sheave Groove 5.30x1610             | Matrix: Outbound 10    | 5        |
| 45     | S0071       | Sheave Groove 5.60x1610             | Matrix: Outbound 10    | 5        |
| 46     | S0076       | Sheave Groove 6.00x1610             | Matrix: Outbound 10    | 5        |
| 47     | S0080       | Carriage Bolt 5/16 x 2              | Belt Part's Room: K605 | 30       |
| 48     | S0081       | Sheave Groove 6.50x1610             | Matrix: Outbound 10    | 5        |
| 49     | S0086       | Taper Lock Bushing 1210 7/8"        | Matrix: Outbound 10    | 5        |
| 50     | S0090       | CPU                                 | Belt Part's Room: N48  | 1        |
| 51     | S0091       | Taper Lock Bushing 1210 1-1/8" Bore | Matrix: Outbound 10    | 5        |
| 52     | S0092       | Input Module                        | Belt Part's Room: N45  | 2        |
| 53     | S0093       | Output Module                       | Belt Part's Room: N43  | 2        |
| 54     | S0094       | Power Supply                        | Belt Part's Room: N41  | 0        |
| 55     | S0095       | Input Module                        | Belt Part's Room: N44  | 3        |
| 56     | S0096       | Taper Lock Bushing 1610 7/8" Bore   | Matrix: Outbound 10    | 5        |
| 57     | S0097       | Adapter Module                      | Belt Part's Room: N47  | 1        |
| 58     | S0098       | 2517 x 1-11/16 taper lock           | Belt Part's Room: D302 | 8        |
| 59     | S0101       | Taper Lock Bushing 1610, 1516" Bore | Matrix: Outbound 10    | 5        |
| 60     | S0102       | 1610 1 11/16 taper lock             | Belt Part's Room: C406 | 12       |
| 61     | S0106       | Link 2080                           | Belt Part's Room: B409 | 6        |
| 62     | S0107       | Link offset                         | Belt Part's Room: A101 | 0        |
| 63     | S0110       | Pad Lock collar                     | Belt Part's Room: A101 | 2        |

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| Item # | Part Number | Description                          | Storage Area             | Quantity |
|--------|-------------|--------------------------------------|--------------------------|----------|
| 64     | S0111       | Taper Lock Bushing 2517, 1-1/4"      | Matrix: Outbound 10      | 1        |
| 65     | S0112M      | V-Belt 16WTx35-1/2" Length           | Matrix: Outbound 10      | 2        |
| 68     | S0114       | 3B/4 roller 2012 TL                  | Belt Part's Room: E208   | 1        |
| 67     | S0115M      | V-Belt 16WTx37-1/2"                  | Matrix: Outbound 10      | 2        |
| 68     | S0116       | V-Belt B38                           | Belt Part's Room: K210   | 5        |
| 69     | S0117M      | V-Belt 16WTx40" Length               | Matrix: Outbound 10      | 2        |
| 70     | S0118       | Interface cable                      | Belt Part's Room: P203   | 3        |
| 71     | S0119M      | V-Belt 16WTx 42-1/2"                 | Matrix: Outbound 10      | 2        |
| 72     | S0120       | V-Belt 3VX560                        | Belt Part's Room: M112   | 16       |
| 73     | S0120M      | V-Belt 20WTx47-1/2"                  | Matrix: Outbound 10      | 2        |
| 74     | S0121M      | V-Belt 22WTx50" Length               | Matrix: Outbound 10      | 2        |
| 75     | S0123       | V-Belt 3VX400                        | Belt Part's Room: M106   | 4        |
| 76     | S0124M      | V-Belt 21WTx53" Length               | Matrix: Outbound 10      | 2        |
| 77     | S0126M      | V-Belt 22WTx 56" Length              | Matrix: Outbound 10      | 2        |
| 78     | S0128M      | V-Belt 16WTx60" Length               | Matrix: Outbound 10      | 2        |
| 79     | S0129       | V-Belt 3VX475                        | Belt Part's Room: M109   | 10       |
| 80     | S0132M      | V-Belt 29WTx67"Length                | Matrix: Outbound 10      | 2        |
| 81     | S0134M      | V-Belt 31WTx71" Length               | Matrix: Outbound 10      | 2        |
| 82     | S0136M      | V-Belt 16WTx75" Length               | Matrix: Outbound 10      | 2        |
| 83     | S0138M      | V-Belt 18WTx80" Length               | Matrix: Outbound 10      | 2        |
| 84     | S0140M      | V-Belt 16WTx 85" Length              | Matrix: Outbound 10      | 2        |
| 85     | S0142M      | V-Belt 16 WTx90"                     | Matrix: Outbound 10      | 2        |
| 88     | S0145M      | 80 RIV Chain                         | Matrix: Outbound 10      | 2        |
| 87     | S0147       | 80 Connecting Link                   | Matrix: Outbound 10      | 2        |
| 88     | S0149       | Drive Pulley 8 3/4x1-11/16x38" wide  | Matrix: Outbound 10      | 2        |
| 89     | S0151       | 63/4"x1-16"x38" wide                 | Matrix: Outbound 10      | 10       |
| 90     | S0161       | CRSL Bolts Short square neck bolt    | Jetway Part's Room: A101 | 650      |
| 91     | S0171       | End Pulley drive 6" 1-7/16"x38" wide | Matrix: Outbound 10      | 10       |
| 92     | S0182       | Washers                              | Belt Part's Room: B103   | 500      |
| 93     | S0191       | Snub Pulley 4"x1-7/16"x38"wide       | Matrix: Outbound 10      | 10       |
| 94     | S0201       | Take-up Pulley 4"x1-7/16"x38"wide    | Matrix: Outbound 10      | 10       |
| 95     | S0205       | 120 psb 120 v3w                      | Belt Part's Room: M507   | 2        |
| 96     | S0206       | Miniature light bulb 755             | Belt Part's Room: A203   | 6        |
| 97     | S0208       | Mini lamp 1819                       | Belt Part's Room: M608   | 1        |
| 98     | S0211       | T8 Incandescent Bulb                 | Belt Part's Room: E208   | 48       |
| 99     | S0219       | BR Guide Assy C F90 132-3/4L 27T     | Matrix: Outbound 10      | 3        |
| 100    | S0220       | UPR Guide Assy C F90 128-1/8L        | Matrix: Outbound 10      | 3        |
| 101    | S0221       | TR Guide Assy C F90 128-9/16L        | Matrix: Outbound 10      | 3        |
| 102    | S0223       | 2Bolt 1-7/16 Bearing                 | Belt Part's Room: K213   | 0        |
| 103    | S0228       | 5/8 shoulder screw                   | Belt Part's Room: B602   | 13       |
| 104    | S0233       | Shaft 1 7/16"                        | Belt Part's Room: C603   | 7        |
| 105    | S0235       | Ball Bearing 1-15/16"                | Matrix: Outbound 10      | 2        |
| 106    | S0237       | ball Bearing 1-7/16" Wide slot       | Matrix: Outbound 10      | 10       |
| 107    | S0238       | Light Bulb 75w 15115K55              | Belt Part's Room: K101   | 55       |
| 108    | S0247       | Trackmate 529 Flame 39" wide         | Matrix: Outbound 10      | 1        |
| 109    | S0248       | L Groove PVC Flame 38"x39" wide      | Matrix: Outbound 10      | 1        |
| 110    | S0251       | MPT 11 RD                            | Belt Part's Room: 24     | 4        |
| 111    | S0258       | 3 Push button type                   | Belt Part's Room: N72    | 2        |
| 112    | S0300       | Nylon Strap CRSL                     | Belt Part's Room: L502   | 23.5     |
| 113    | S0301       | Nylon Strap CRSL                     | Belt Part's Room: L501   | 21       |
| 114    | S0309       | Ballasi                              | Belt Part's Room: H201   | 5        |
| 115    | S0311       | 1810 1 1/2 taper lock                | Belt Part's Room: C406   | 5        |
| 116    | S0315       | BRG Rubber Tire 5/8"                 | Matrix: Outbound 10      | 5        |
| 117    | S0320       | Shaft ER 1-7/16x59-9/16 FL KWY       | Matrix: Outbound 10      | 2        |
| 118    | S0324       | Solid state FF                       | Belt Part's Room: N33    | 1        |
| 119    | S0326       | Photo Eye Cable                      | Belt Part's Room: N31    | 10       |
| 120    | S0327       | Photo Switch Cable 5pin V#889NFSAP6F | Belt Part's Room: K504   | 26       |
| 121    | S0348       | Paddle Pivot Weldment                | Matrix: Outbound 10      | 3        |
| 122    | S0351       | Paddle Frame Weldment                | Matrix: Outbound 10      | 3        |
| 123    | S0354       | Drive Shaft                          | Matrix: Outbound 10      | 3        |
| 124    | S0357       | Roller Nose Micro-V                  | Matrix: Outbound 10      | 3        |
| 125    | S0360       | Sheave Serp TL5J2.24,1108            | Matrix: Outbound 10      | 3        |
| 126    | S0363       | BSHGTL 1108x7/8                      | Matrix: Outbound 10      | 3        |

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| Item # | Part Number | Description                            | Storage Area           | Quantity |
|--------|-------------|--|------------------------|----------|
| 127    | S0366       | MPL 2 HD                               | Belt Part's Room: 24   | 4        |
| 128    | S0366M      | Vertical Belt WW Guide                 | Matrix: Outbound 10    | 6        |
| 129    | S0372       | Bearing 6205 2RS 52MMx25MMx15MM        | Matrix: Outbound 10    | 12       |
| 130    | S0377       | MPL 2                                  | Belt Part's Room: 24   | 3        |
| 131    | S0384       | Belt Serp. 650J6                       | Matrix: Outbound 10    | 6        |
| 132    | S0390       | Bearing Cam Follower CYR-1-3/4S        | Matrix: Outbound 10    | 6        |
| 133    | S0396       | Roller Assy Tail V Groove              | Matrix: Outbound 10    | 3        |
| 134    | S0398       | 2012 1 11/16 taper lock                | Belt Part's Room: D207 | 28       |
| 135    | S0399       | Bearing Torrington KP47BBFS464         | Matrix: Outbound 10    | 6        |
| 136    | S0401       | Braze rods                             | Belt Part's Room: L702 | 25       |
| 137    | S0405       | Sprocket Machined Sensor               | Matrix: Outbound 10    | 5        |
| 138    | S0408       | Weldment tie rod cam & Sprocket        | Matrix: Outbound 10    | 3        |
| 139    | S0411       | Pulley idler P2B                       | Matrix: Outbound 10    | 3        |
| 140    | S0414       | Wrap Spring Clutch Suppor Bushing      | Matrix: Outbound 10    | 3        |
| 141    | S0417       | Sprocket Cam Machined                  | Matrix: Outbound 10    | 3        |
| 142    | S0420       | Bearing KP23B                          | Matrix: Outbound 10    | 6        |
| 143    | S0426       | Rod Connecting                         | Matrix: Outbound 10    | 3        |
| 144    | S0429       | Bearing Rod End FM x 3/4 Eye           | Matrix: Outbound 10    | 1        |
| 145    | S0436       | Rods Chain Tightening                  | Matrix: Outbound 10    | 3        |
| 146    | S0440       | Rods Chain Tightening                  | Matrix: Outbound 10    | 3        |
| 147    | S0443       | Waldment Shaft CB-10                   | Matrix: Outbound 10    | 3        |
| 148    | S0446       | Bearing S10KPP2                        | Matrix: Outbound 10    | 3        |
| 149    | S0449       | Dodge Bearing 2BPB SC x 3/4            | Matrix: Outbound 10    | 3        |
| 150    | S0452       | Belt Timing 1700H150                   | Matrix: Outbound 10    | 6        |
| 151    | S0455       | UPR Guide Assy C F35 42-7/8L           | Matrix: Outbound 10    | 1        |
| 152    | S0458       | TR Guide Assy C F35 42-5/16L           | Matrix: Outbound 10    | 1        |
| 153    | S0460       | BR Guide Assy C F35 46L 27T            | Matrix: Outbound 10    | 1        |
| 154    | S0469       | Chain 50                               | Matrix: Outbound 10    | 12       |
| 155    | S0473       | Universal idler B5015H                 | Matrix: Outbound 10    | 3        |
| 156    | S0476       | Inverter 1HP 480V 60HZ 143TC           | Matrix: Outbound 10    | 3        |
| 157    | S0479       | Sensor Proximity                       | Matrix: Outbound 10    | 3        |
| 158    | S0482       | Cable 889N-R3AFC-6F                    | Matrix: Outbound 10    | 3        |
| 159    | S0485       | Clutch Break CB-10 CCW                 | Matrix: Outbound 10    | 2        |
| 160    | S0487       | Reducer Hub #214B (5.1) 145TC          | Matrix: Outbound 10    | 2        |
| 161    | S0491       | Clutch Break CB-10CW                   | Matrix: Outbound 10    | 2        |
| 162    | S0493M      | Reducer Hub City 214C (5.1) 145TC      | Matrix: Outbound 10    | 2        |
| 163    | S0495       | Solenoid Kit AL206-0705                | Matrix: Outbound 10    | 2        |
| 164    | S0498       | Snub Pulley FF 4x1-7/16x39             | Matrix: Outbound 10    | 1        |
| 165    | S0499       | Drive Pulley Assy FF 6-3/4x1-7/16x39BG | Matrix: Outbound 10    | 1        |
| 166    | S0500       | Baldor Motor M3546T                    | Motor Room: V1         | 1        |
| 167    | S0501       | Belt V6x36"wx173 1/2"E                 | Matrix: Outbound 10    | 1        |
| 168    | S0503       | Dodge Gearbox BB48 (20.54:1) 140TC A4  | Matrix: Outbound 10    | 1        |
| 169    | S0504       | Bushing Kit B48x1-7/16                 | Matrix: Outbound 10    | 1        |
| 170    | S0505       | Baldor Motor VM3558T 2HP 3PH 145T      | Motor Room: V1         | 4        |
| 171    | S0507       | Baldor Motor GF1524BG                  | Motor Room: V1         | 2        |
| 172    | S0508       | Baldor Motor EM3558T                   | Motor Room: V1         | 2        |
| 173    | S0511       | Pulley Assy FF4x1-7/16x39 GB           | Belt Part's Room: K210 | 3        |
| 174    | S0514       | Pulley Assy FF6-3/4x1-7/16x39 BG       | Matrix: Outbound 10    | 3        |
| 175    | S0517       | Plug SKWZ-LOC 1-7/16 MH                | Matrix: Outbound 10    | 6        |
| 176    | S0520       | CRSL Serrated Flange Nut               | Belt Part's Room A1D1  | 650      |
| 177    | S0523       | Snub Pulley Assy FF4x1-7/16x39 BG      | Matrix: Outbound 10    | 3        |
| 178    | S0526       | Plug 2BFB 1-7/16 MH                    | Matrix: Outbound 10    | 6        |
| 179    | S0532       | Clutch Break UM210-10-20 90V           | Matrix: Outbound 10    | 1        |
| 180    | S0534       | Dodge Gearbox BB48 (20.54:1) 180TC A4  | Matrix: Outbound 10    | 1        |
| 181    | S0538       | Dodge Gearbox (15.42:1) BB48 180TC A4  | Matrix: Outbound 10    | 1        |
| 182    | S0540       | Shaft 1-1/2x40-3/4                     | Matrix: Outbound 10    | 1        |
| 183    | S0541       | Crank Assy                             | Matrix: Outbound 10    | 1        |
| 184    | S0542       | Timing Pulley Assy                     | Matrix: Outbound 10    | 1        |
| 185    | S0543       | Stop                                   | Matrix: Outbound 10    | 1        |
| 186    | S0544       | AL223-3020 2BPB RASC 1-1/2             | Matrix: Outbound 10    | 2        |
| 187    | S0546       | Position Mounting                      | Matrix: Outbound 10    | 1        |
| 188    | S0548       | Dyna Pulley H150x30 TL30H150-2012      | Matrix: Outbound 10    | 1        |
| 189    | S0549       | Bushing TL 2012x1                      | Matrix: Outbound 10    | 1        |

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| Item # | Part Number | Description                             | Storage Area             | Quantity |
|--------|-------------|---|--------------------------|----------|
| 190    | S0550       | Bell Timing S10H150                     | Matrix: Outbound 10      | 1        |
| 191    | S0552       | Bushing 1615x1-1/2                      | Matrix: Outbound 10      | 1        |
| 192    | S0553       | Collar Clamping 2 x 1-1/2 Bore          | Matrix: Outbound 10      | 1        |
| 193    | S0554       | Bearing 4BFB RFC 1-1/2                  | Matrix: Outbound 10      | 2        |
| 194    | S0556       | Drum gear AL255-22033177172             | Matrix: Outbound 10      | 1        |
| 195    | S0557       | Steady on red light                     | Matrix: Outbound 10      | 2        |
| 196    | S0559       | Horn                                    | Matrix: Outbound 10      | 2        |
| 197    | S0561       | Warning Buzzer                          | Matrix: Outbound 10      | 2        |
| 198    | S0563       | 5A Breaker                              | Matrix: Outbound 10      | 2        |
| 199    | S0565       | A6 Breaker                              | Matrix: Outbound 10      | 2        |
| 200    | S0567       | A8 Breaker                              | Matrix: Outbound 10      | 2        |
| 201    | S0569       | 10A Breaker                             | Matrix: Outbound 10      | 2        |
| 202    | S0571       | A25 Breaker                             | Matrix: Outbound 10      | 2        |
| 203    | S0573       | 30A 600V 3Pole Breaker                  | Matrix: Outbound 10      | 2        |
| 204    | S0575       | 50A 600V 3Pole Breaker                  | Matrix: Outbound 10      | 2        |
| 205    | S0577       | 70A 600V 3Pole Breaker                  | Matrix: Outbound 10      | 2        |
| 206    | S0579       | 1794ADN FLEX ADP                        | Belt Part's Room: A403   | 2        |
| 207    | S0581       | 100A 600V 3Pole Breaker                 | Matrix: Outbound 10      | 1        |
| 208    | S0582       | 225a L Frame Circuit Breaker            | Matrix: Outbound 10      | 1        |
| 209    | S0583       | 250A L Frame Circuit Breaker            | Matrix: Outbound 10      | 1        |
| 210    | S0584       | 300A Frame Breaker                      | Matrix: Outbound 10      | 1        |
| 211    | S0585       | Aux Contact NO                          | Matrix: Outbound 10      | 1        |
| 212    | S0586       | 5A 2Pole Breaker                        | Matrix: Outbound 10      | 2        |
| 213    | S0588       | 10A 2Pole Breaker                       | Matrix: Outbound 10      | 2        |
| 214    | S0591M      | 20A 3 Pole Breaker                      | Matrix: Outbound 10      | 2        |
| 215    | S0592       | Conduit Box Kit                         | Matrix: Outbound 10      | 6        |
| 216    | S0598       | Clutch Brake Controller                 | Matrix: Outbound 10      | 6        |
| 217    | S0604       | Purpose Relay                           | Matrix: Outbound 10      | 10       |
| 218    | S0605       | Anchor Wedge 5-1/2                      | Belt Part's Room: M701   | 101      |
| 219    | S0610       | Relay                                   | Matrix: Outbound 10      | 10       |
| 220    | S0611       | Toggle bolts                            | Belt Part's Room: C101   | 40       |
| 221    | S0614       | 24" Light Bulb                          | Matrix: Outbound 10      | 1        |
| 222    | S0616       | 24VDC Relay                             | Matrix: Outbound 10      | 10       |
| 223    | S0617       | Anchor wedge                            | Belt Part's Room: M702   | 100      |
| 224    | S0621       | Anchor Wedge                            | Belt Part's Room: M609   | 60       |
| 225    | S0622       | E-Stop PushButton                       | Matrix: Outbound 10      | 6        |
| 226    | S0624       | Anchor wedge                            | Belt Part's Room: B107   | 40       |
| 227    | S0628       | Amber Pilot Light                       | Matrix: Outbound 10      | 6        |
| 228    | S0630       | KB Bearing 3B 1-7/16                    | Matrix: Outbound 10      | 6        |
| 229    | S0631       | Lag Bolts 5/16 x 4                      | Belt Part's Room: M802   | 70       |
| 230    | S0633       | Hex screw 1/2 x 4                       | Belt Part's Room: M801   | 30       |
| 231    | S0634       | Blue Pilot Light                        | Matrix: Outbound 10      | 6        |
| 232    | S0640       | green Pilot Light                       | Matrix: Outbound 10      | 6        |
| 233    | S0642       | Bearing 2Bolt 1-7/16 SFT                | Matrix: Outbound 10      | 6        |
| 234    | S0646       | Red Pilot Light                         | Matrix: Outbound 10      | 8        |
| 235    | S0652       | White Pilot Light                       | Matrix: Outbound 10      | 6        |
| 236    | S0658       | Black PushButton Operator               | Matrix: Outbound 10      | 6        |
| 237    | S0664       | Green PushButton Operator               | Matrix: Outbound 10      | 6        |
| 238    | S0670       | Blue PushButton Operator                | Matrix: Outbound 10      | 6        |
| 239    | S0676       | Red PushButton Operator                 | Matrix: Outbound 10      | 6        |
| 240    | S0680       | 40 Degree Belt Assy C4838SP40SR         | Belt Part's Room: B210   | 1        |
| 241    | S0682       | Orange PushButton operator              | Matrix: Outbound 10      | 6        |
| 242    | S0688       | White PushButton Operator               | Matrix: Outbound 10      | 6        |
| 243    | S0694       | Yellow PushButton Operator              | Matrix: Outbound 10      | 6        |
| 244    | S0700       | Illum Push Pull E-Stop                  | Matrix: Outbound 10      | 6        |
| 245    | S0701       | Power outlet                            | Belt Part's Room: P307   | 2        |
| 246    | S0702       | Power outlet                            | Belt Part's Room: P308   | 2        |
| 247    | S0708       | 2 Position Selector Switch              | Matrix: Outbound 10      | 2        |
| 248    | S0708       | 2 Position Selector Switch              | Matrix: Outbound 10      | 2        |
| 249    | S0713       | Type 4113 Reset 800T-PT16               | Belt Part's Room: 24     | 6        |
| 250    | S0716       | Bearing 1-7/16 Bearing for Power Curves | Jetway Part's Room: A603 | 6        |
| 251    | S0717M      | 120VAC Steady on Amber LED              | Matrix: Outbound 10      | 2        |
| 252    | S0719       | 4" Tulp Base                            | Matrix: Outbound 10      | 2        |

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| Item # | Part Number | Description                        | Storage Area           | Quantity |
|--------|-------------|------------------------------------|------------------------|----------|
| 253    | S0721       | Audible Sounder Unit               | Matrix: Outbound 10    | 2        |
| 254    | S0723       | Black Illum Base Unit              | Matrix: Outbound 10    | 2        |
| 255    | S0725       | Red Illum Lens Unit                | Matrix: Outbound 10    | 2        |
| 256    | S0727       | Amber Illum Lens Unit              | Matrix: Outbound 10    | 2        |
| 257    | S0729       | Clear Illum Lens Unit              | Matrix: Outbound 10    | 2        |
| 258    | S0731       | Nonfusible Disconnect Switch       | Matrix: Outbound 10    | 2        |
| 259    | S0733       | Aux Contact No                     | Matrix: Outbound 10    | 6        |
| 260    | S0739       | IEC Contact                        | Matrix: Outbound 10    | 6        |
| 261    | S0745       | D-Line IEC 5Pole relay             | Matrix: Outbound 10    | 6        |
| 262    | S0750       | Electric box                       | Belt Part's Room: P408 | 15       |
| 263    | S0751       | 2 NO Front Deck AUX Contact Block  | Matrix: Outbound 10    | 2        |
| 264    | S0753       | 4 NO front Deck AUX Contact Block  | Matrix: Outbound 10    | 2        |
| 265    | S0754       | Jam Reset CR104-PXG22              | Belt Part's Room: 24   | 6        |
| 266    | S0755       | 19" Panel Touchscreen Monitor      | Matrix: Outbound 10    | 1        |
| 267    | S0756       | ThinClient Computer                | Matrix: Outbound 10    | 1        |
| 268    | S0757       | Power Supply                       | Matrix: Outbound 10    | 2        |
| 269    | S0759       | Door Operated Switch               | Matrix: Outbound 10    | 1        |
| 270    | S0760       | 6" Exhaust Package                 | Matrix: Outbound 10    | 1        |
| 271    | S0761       | Panel Mount Plug                   | Matrix: Outbound 10    | 1        |
| 272    | S0762       | Electromechanical Counter          | Matrix: Outbound 10    | 1        |
| 273    | S0763       | 60" Cable Mechanism                | Matrix: Outbound 10    | 1        |
| 274    | S0764       | Power Distribution Block           | Matrix: Outbound 10    | 1        |
| 275    | S0765       | Power Distribution Block           | Matrix: Outbound 10    | 1        |
| 276    | S0786       | 6" Cooling Fan                     | Matrix: Outbound 10    | 1        |
| 277    | S0787       | Tesys Motor Starter                | Matrix: Outbound 10    | 6        |
| 278    | S0773       | UL508 Phase Barrier                | Matrix: Outbound 10    | 6        |
| 279    | S0779       | 2 NO AUX Contact Block             | Matrix: Outbound 10    | 6        |
| 280    | S0785       | Tesys Uline Motor Starter          | Matrix: Outbound 10    | 6        |
| 281    | S0781       | Overload Unit 1.25-5A              | Matrix: Outbound 10    | 4        |
| 282    | S0796       | OverLoad Relay 110-240V            | Matrix: Outbound 10    | 6        |
| 283    | S0797       | OverLoad Unit 3-12A                | Matrix: Outbound 10    | 6        |
| 284    | S0601       | Cord connectors                    | Belt Part's Room: M306 | 5        |
| 285    | S0603       | Redundant Ethernet Switth          | Matrix: Outbound 10    | 1        |
| 286    | S0605       | 24" Panel Light fixture            | Matrix: Outbound 10    | 1        |
| 287    | S0606       | 48" Panel Light Fixture            | Matrix: Outbound 10    | 1        |
| 288    | S0609       | 48" Light Bulb                     | Matrix: Outbound 10    | 1        |
| 289    | S0610       | KB Nylon Guide W/GRV 1/4x13/16x144 | Matrix: Outbound 10    | 2        |
| 290    | S0823       | Mounting Bracket                   | Matrix: Outbound 10    | 12       |
| 291    | S0637       | Plastic Insul bush                 | Belt Part's Room: M307 | 30       |
| 292    | S0855       | 1/2 LB Cover                       | Belt Part's Room: M610 | 20       |
| 293    | S0858       | Reflector                          | Matrix: Outbound 10    | 12       |
| 294    | S0859       | 13 Slot Control Logix Chassis      | Matrix: Outbound 10    | 1        |
| 295    | S0860       | 17 Slot Control Logix Chassis      | Matrix: Outbound 10    | 1        |
| 296    | S0861       | 7 Slot Control Logix Chassis       | Matrix: Outbound 10    | 1        |
| 297    | S0862       | 1756 ControlNet Module             | Matrix: Outbound 10    | 1        |
| 298    | S0863       | 1756 DHRio/Scanner Module          | Matrix: Outbound 10    | 1        |
| 299    | S0864       | Control Logix Ethernet Bridge      | Matrix: Outbound 10    | 1        |
| 300    | S0865       | Control Logix Input Card           | Matrix: Outbound 10    | 4        |
| 301    | S0869       | Module                             | Matrix: Outbound 10    | 4        |
| 302    | S0873       | Control Logix Processor            | Matrix: Outbound 10    | 1        |
| 303    | S0874       | Module 1756-OW181                  | Matrix: Outbound 10    | 3        |
| 304    | S0876       | Control Logix Power Supply         | Matrix: Outbound 10    | 2        |
| 305    | S0878       | 30 Pin Screw Clamp Block           | Matrix: Outbound 10    | 6        |
| 306    | S0884       | 20 Pin Screw Clamp Block           | Matrix: Outbound 10    | 6        |
| 307    | S0890       | ControlNet T-TAPS/Straight         | Matrix: Outbound 10    | 2        |
| 308    | S0892       | Terminator Resistor                | Matrix: Outbound 10    | 1        |
| 309    | S0894       | BNC AB Switth                      | Matrix: Outbound 10    | 1        |
| 310    | S0895       | Ethernet Dual AB Switch            | Matrix: Outbound 10    | 1        |
| 311    | S0896       | Cable Clamps                       | Matrix: Outbound 10    | 6        |
| 312    | S0902       | 3/16 Threaded Link Connector       | Matrix: Outbound 10    | 6        |
| 313    | S0908       | Wire Thimbles                      | Matrix: Outbound 10    | 5        |
| 314    | S0914       | 1/4" Nylon Covered Rope            | Matrix: Outbound 10    | 1        |
| 315    | S0915       | Eye and Eye Turnbuckles            | Matrix: Outbound 10    | 6        |

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| Item # | Part Number | Description                              | Storage Area           | Quantity |
|--------|-------------|--|------------------------|----------|
| 316    | S0921       | Cable Pull Switches                      | Matrix: Outbound 10    | 1        |
| 317    | S0922       | Pilot Light                              | Matrix: Outbound 10    | 1        |
| 318    | S0923       | Convenience Switch                       | Matrix: Outbound 10    | 1        |
| 319    | S0924       | 8' DB9 F/F Extension Cable               | Matrix: Outbound 10    | 2        |
| 320    | S0926       | 8' DB9 M/F Extension Cable               | Matrix: Outbound 10    | 2        |
| 321    | S0927       | Sprocket 50B27F 1-7/16 KW KWA TF         | Matrix: Outbound 10    | 6        |
| 322    | S0928       | Serial Printer                           | Matrix: Outbound 10    | 5        |
| 323    | S0931       | Marque Sign Red Light                    | Matrix: Outbound 10    | 2        |
| 324    | S0933       | Transformer Plug-In                      | Matrix: Outbound 10    | 2        |
| 325    | S0935       | Combo Assembly                           | Matrix: Outbound 10    | 2        |
| 326    | S0937       | Logix Port Gateway                       | Matrix: Outbound 10    | 2        |
| 327    | S0939       | Green LED Pilot Light                    | Matrix: Outbound 10    | 6        |
| 328    | S0942       | Red LED Pilot Light                      | Matrix: Outbound 10    | 6        |
| 329    | S0948       | White LED Pilot Light                    | Matrix: Outbound 10    | 6        |
| 330    | S0954       | Hollow Shaft Encoder                     | Matrix: Outbound 10    | 2        |
| 331    | S0956       | Transformer                              | Matrix: Outbound 10    | 1        |
| 332    | S0957       | Power Conditioner                        | Matrix: Outbound 10    | 1        |
| 333    | S0958       | 250VA Power Conditioner                  | Matrix: Outbound 10    | 1        |
| 334    | S0959       | 10 HP VFD                                | Matrix: Outbound 10    | 1        |
| 335    | S0960       | 1 HP VFD                                 | Matrix: Outbound 10    | 1        |
| 336    | S0962       | 2 HP VFD                                 | Matrix: Outbound 10    | 2        |
| 337    | S0964       | 7.5 HP 11 A Sarter Controller            | Matrix: Outbound 10    | 1        |
| 338    | S0965       | Hood with Latch CAVT 16.5L               | Matrix: Outbound 10    | 2        |
| 339    | S0967       | Hood with Post CAVT 16.5LG               | Matrix: Outbound 10    | 2        |
| 340    | S0969       | Female 10 Pin Insert                     | Matrix: Outbound 10    | 4        |
| 341    | S0972       | Male 10 Pin Insert                       | Matrix: Outbound 10    | 4        |
| 342    | S0976       | Hood with Post 1/2" NPT                  | Matrix: Outbound 10    | 2        |
| 343    | S0978       | Hood with Latch 3/4" NPT                 | Matrix: Outbound 10    | 2        |
| 344    | S0980       | 3 Pin Female Insert                      | Matrix: Outbound 10    | 2        |
| 345    | S0982       | 4 Pin Female Insert                      | Matrix: Outbound 10    | 2        |
| 346    | S0983       | 3 Pin Male Insert                        | Matrix: Outbound 10    | 2        |
| 347    | S0985       | 4 Pin Male Insert                        | Matrix: Outbound 10    | 2        |
| 348    | S0987       | 16 Pin Female Insert                     | Matrix: Outbound 10    | 2        |
| 349    | S0989       | 16 Pin Male Insert                       | Matrix: Outbound 10    | 2        |
| 350    | S0991       | Male Enlarger Adapter                    | Matrix: Outbound 10    | 2        |
| 351    | S0993       | Control Poles                            | Matrix: Outbound 10    | 2        |
| 352    | S0997       | 3/4" NPT Hood Latch                      | Matrix: Outbound 10    | 2        |
| 353    | S0999       | 3/4" NPT Hood Post                       | Matrix: Outbound 10    | 2        |
| 354    | S1001       | Adapter 21 MM to 3/4"                    | Matrix: Outbound 10    | 6        |
| 355    | S1002       | Padlocks                                 | Belt Part's Room: P201 | 9        |
| 356    | S1009       | 8 pin Relay                              | Belt Part's Room: P306 | 6        |
| 357    | S1010       | #100 Roller Chain                        | Belt Part's Room: J202 | 4        |
| 358    | S1013       | Sac Clashaz                              | Belt Part's Room: M607 | 9        |
| 359    | S1027       | E-Stop Sign                              | Belt Part's Room: B207 | 8        |
| 360    | S1046       | Switch E-Stop                            | Belt Part's Room: F102 | 6        |
| 361    | S1048       | Mini- E-Stop                             | Belt Part's Room: P204 | 12       |
| 362    | S1053       | Current relay                            | Belt Part's Room: P402 | 1        |
| 363    | S1064       | Emergency Stop (E-Stop)                  | Belt Part's Room: M509 | 20       |
| 364    | S1069       | Photo eye base                           | Belt Part's Room: N35  | 2        |
| 365    | S1078       | Shaft ER 1-7/16x9/16 FL KWY              | Matrix: Outbound 10    | 1        |
| 366    | S1080       | 3 Position Switch                        | Belt Part's Room: P301 | 11       |
| 367    | S1083       | Overload Relay                           | Belt Part's Room: P102 | 12       |
| 368    | S1092       | TXT109T Ho18.88 Ratio 9.44:1             | Belt Part's Room: K302 | 2        |
| 369    | S1084       | Belt Fastners                            | Belt Part's Room: F401 | 3        |
| 370    | S1104       | GE Lens, Red Cap (Mushroom)              | Belt Part's Room: K303 | 24       |
| 371    | S1130M      | V-Belt 27WTx83" Length                   | Matrix: Outbound 10    | 2        |
| 372    | S1132       | CAM FOLLOWER                             | Belt Part's Room: E102 | 12       |
| 373    | S1138       | Lacing Staples U3-1                      | Belt Part's Room: G101 | 6        |
| 374    | S1164       | CAM FOLLOWER                             | Belt Part's Room: E102 | 12       |
| 375    | S1172       | 45 Degree Belt Assy 48C39F45 PVOP 114.5L | Belt Part's Room: B210 | 3        |
| 376    | S1176       | UPR Guide Assy C F45 58-3/8L             | Matrix: Outbound 10    | 1        |
| 377    | S1177       | TR Guide Assy C F45 58-3/8L              | Matrix: Outbound 10    | 1        |
| 378    | S1178       | BR Guide Assy C F45 61-3/4L 27T          | Matrix: Outbound 10    | 1        |

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| Item # | Part Number | Description                                       | Storage Area                | Quantity |
|--------|-------------|---|-----------------------------|----------|
| 379    | S1215       | Dodge Gearbox                                     | Jetway Part's Room: a floor | 2        |
| 380    | S1233       | Belt Assy 48C39 SP90 SR 229L 24ED 27T             | Matrix: Outbound 10         | 1        |
| 381    | S1330       | Light Bulb F32T8F032                              | Belt Part's Room: D402      | 4        |
| 382    | S1331       | GE Fanuc CPU                                      | Belt Part's Room: K303      | 4        |
| 383    | S1401       | 9001 OR120 Lamp Series B                          | Belt Part's Room: D601      | 21       |
| 384    | S1402       | Transformer                                       | Belt Part's Room: N61       | 2        |
| 385    | S1500       | Endroll W 48c39 1-7/16 PB                         | Matrix: Outbound 10         | 6        |
| 386    | S1501       | Sumitomo Gearbox CVFS-4145Y 43-1 1750rpm 4.9      | Motor Room: V21             | 2        |
| 387    | S1506       | Browning Shaft Mount Speed Reducer 115SMT15       | Motor Room: V2              | 2        |
| 388    | S1508       | Sumitomo Gearbox CVF6145Y-45                      | Motor Room: 24              | 5        |
| 389    | S1511       | Dodge Torque Arm Speed Reducer TXT115T            | Motor Room: V1              | 1        |
| 390    | S1513       | Glue All  | Belt Part's Room: J201      | 15       |
| 391    | S1518       | SM-Cyclo CNH734110YBB17                           | Motor Room: V2              | 1        |
| 392    | S1518       | Sumitomo Speed reducer CNHM3-4110YB-17            | Motor Room: V2              | 1        |
| 393    | S1538       | Motor 5.0HP, 184TC, 1725RPM                       | Belt Part's Room: E306      | 4        |
| 394    | S1583       | Dodge Gearbox TXT109 #241092DC 9..44 1888rpm      | Belt Part's Room: D302      | 1        |
| 395    | S1800       | #60 Roller Chain                                  | Belt Part's Room: J202      | 4        |
| 396    | S1678       | Taper Lock  | Belt Part's Room: D403      | 1        |
| 397    | S1704       | Fan Blade   | Belt Part's Room: F301      | 3        |
| 398    | S1711       | Electra Gearbox                                   | Motor Room: V2              | 1        |
| 399    | S1743       | Motor   | Jetway Part's Room: a floor | 3        |
| 400    | S1750       | Sumitomo Gearbox CNHJ_6125Y-29                    | Jetway Part's Room: I201    | 1        |
| 401    | S1770       | Morse Shaft Mount Speed Reducer 898MK0936         | Motor Room: V2              | 1        |
| 402    | S1800       | Motor   | Jetway Part's Room: a floor | 1        |
| 403    | S1801       | #60 Roller Chain                                  | Belt Part's Room: J202      | 4        |
| 404    | S1818       | Sumitomo Gearbox CVF4155Y43                       | Motor Room: V1              | 1        |
| 405    | S1818       | Baldor Motor EM3615T 5hp Spec 36G784Y696HI        | Motor Room: 23              | 1        |
| 406    | S1819       | Baldor Motor M3554T                               | Motor Room: V1              | 2        |
| 407    | S1821       | U.S. Motors Gearbox 5594/Y07F                     | Motor Room: V2              | 1        |
| 408    | S1822       | U.S. Motors RPM1785/1450 Ser546/B055855M          | Motor Room: V1              | 2        |
| 409    | S1823       | Baldor Motor M3615T 184T 1750RPM 3PH              | Motor Room: V1              | 2        |
| 410    | S1834       | Baldor Motor CM3218T                              | Motor Room: V1              | 1        |
| 411    | S1873       | U.S. Motors                                       | Motor Room: V1              | 2        |
| 412    | S1880       | Morse Shaft Mount Speed Reducer                   | Motor Room: V2              | 2        |
| 413    | S1882       | Dodge Torque Arm Speed Reducer TXT215T            | Belt Part's Room: C301      | 1        |
| 414    | S1883       | Baldor Motor VM3561                               | Motor Room: V1              | 2        |
| 415    | S1884       | SM-Cyclo Gearbox CHHJ4135Y21                      | Motor Room: V1              | 2        |
| 416    | S1885       | Sm-Cyclo Gearbox CVFS4145Y43                      | Motor Room: V2              | 1        |
| 417    | S1886       | Sumitomo Gearbox 145TC                            | Motor Room: V2              | 2        |
| 418    | S1887       | Sm-Cyclo Gearbox CVFS4145Y43                      | Motor Room: V2              | 1        |
| 419    | S1889       | Browning Shaft Mount Speed Reducer 107SMT15       | Motor Room: V2              | 2        |
| 420    | S1890       | Electra Gearbox 26MHI20D/F                        | Motor Room: V2              | 4        |
| 421    | S1891       | Browning Shaft Mount Speed Reducer 107SMT109      | Motor Room: V2              | 4        |
| 422    | S1892       | Electra Gearbox 26AKV1420                         | Motor Room: V2              | 1        |
| 423    | S1893       | Baldor Motor M3710T                               | Motor Room: V1              | 1        |
| 424    | S1894       | Lincoln Electric AF4P5T61                         | Motor Room: V1              | 1        |
| 425    | S1903       | Gear box seal                                     | Belt Part's Room: D103      | 8        |
| 426    | S1904       | 3/8 Breaker                                       | Belt Part's Room: D204      | 6        |
| 427    | S1906       | Tork taper Bushing                                | Belt Part's Room: A203      | 6        |
| 428    | S1951       | Stainless Steel Carousel Plates                   | Belt Oversize: A            | 3        |
| 429    | S1952       | #9 Shoulder Bolt 5/8 x 3-3/4 lg (3" Shoulder)     | Belt Oversize: A104         | 77       |
| 430    | S1953       | #10 Shoulder Bolt 5/8 x 2-1/2 lg (1-3/4 Shoulder) | Belt Oversize: A105         | 80       |
| 431    | S1954       | #13 Washer, 1/2 ID x 3/4 OD                       | Belt Oversize: A106         | 80       |
| 432    | S1955       | #15 HHMB 1/4-20 x 1 lg                            | Belt Oversize: A107         | 243      |
| 433    | S1956       | #7 Wheel Spacer                                   | Belt Oversize: A108         | 1        |
| 434    | S1957       | #8 Flange Bushing, Bronze                         | Belt Oversize: A109         | 184      |
| 435    | S1958       | #11, Two-Way Lock Nut 1/2-13, Zip                 | Belt Oversize: A110         | 192      |
| 436    | S1959       | 3-D Bumper, 5-11 1/2                              | Belt Oversize: A111         | 0        |
| 437    | S1960       | Bumper "D" Plug                                   | Belt Oversize: A113         | 44       |
| 438    | S1963       | Nylon Strap //By the Foot                         | Belt Oversize: A115         | 49       |
| 439    | S1965       | Idler Sleeve Assembly                             | Belt Oversize: A117         | 3        |
| 440    | S1971       | #17 Washer 5/8" Dia                               | Belt Oversize: A123         | 58       |
| 441    | S1974       | Velcro Loop Black, 1" Wide w/Adhesive x 12"       | Belt Oversize: A300         | 446      |

| Item # | Part Number | Description                                      | Storage Area                | Quantity |
|--------|-------------|--|-----------------------------|----------|
| 442    | S1980       | Poly. Webbing 1" V#8852T422                      | Belt Part's Room: 24        | 950      |
| 443    | S2000       | Belt V6 36"wx259 3/4"                            | Matrix: Outbound 10         | 2        |
| 444    | S2002       | 32" Roller                                       | Belt Part's Room: I104      | 5        |
| 445    | S2006       | Hub s20-8  | Belt Part's Room: D307      | 2        |
| 446    | S2007       | Time delay attachment                            | Belt Part's Room: P406      | 10       |
| 447    | S2008       | Cral wheels                                      | Belt Part's Room: B703      | 44       |
| 448    | S2010       | Beacon   | Belt Part's Room: L13       | 6        |
| 449    | S2011       | Overload contact alarm                           | Belt Part's Room: P403      | 3        |
| 450    | S2012       | Conduit Connector                                | Belt Part's Room: B101      | 20       |
| 451    | S2013       | 1610 sprocket                                    | Belt Part's Room: C504      | 2        |
| 452    | S2025       | 3/4 Nuts   | Belt Part's Room: K602      | 75       |
| 453    | s2033       | Shaft a 7/16"                                    | Belt Part's Room: B409      | 1        |
| 454    | S2077       | CPU IC693 CPU 331-CC                             | Belt Part's Room: N101      | 2        |
| 455    | S2079       | Baldor Gearbox                                   | Jetway Part's Room: a floor | 2        |
| 456    | S2080       | Chain Carousel 2080H                             | Belt Part's Room: K302      | 100      |
| 457    | S2084       | Digital Input                                    | Belt Part's Room: N42       | 3        |
| 458    | S2112       | Chain Attachment Link Kit #50                    | Matrix: Outbound 10         | 6        |
| 459    | S2121       | Pulley 2 3v 6.0 1610 bush zu max rpm 4240        | Belt Part's Room: D505      | 2        |
| 460    | S2122       | Pulley 1610 bush zu max rim sp 10,0000 fpm screw | Belt Part's Room: D505      | 1        |
| 461    | S2126       | Baldor Motor VM3558T                             | Motor Room: V1              | 3        |
| 462    | S2127       | Baldor M3157T 2hp 1725rpm                        | Motor Room: V2              | 5        |
| 463    | S2130       | Fuse 600v  | Belt Part's Room: P404      | 6        |
| 464    | S2164       | Sprocket NO/chain                                | Belt Part's Room: C507      | 2        |
| 465    | S2167       | 23y315tb pulley                                  | Belt Part's Room: D502      | 3        |
| 466    | S2168       | 23V-335TB pulley                                 | Belt Part's Room: D502      | 2        |
| 467    | S2169       | pulley 23V450TB                                  | Belt Part's Room: C505      | 4        |
| 468    | S2170       | 23V530TB 1610                                    | Belt Part's Room: D505      | 3        |
| 469    | S2186       | Setting torque control                           | Belt Part's Room: N63       | 2        |
| 470    | S2187       | in42   | Belt Part's Room: M608      | 8        |
| 471    | S2192       | Browning Gearbox CBN23025B3286 145TC             | Motor Room: V1              | 1        |
| 472    | S2213       | 42/4 Roller 1610 TL                              | Belt Part's Room: E2010     | 1        |
| 473    | S2220       | 15 amp 3 phase breaker                           | Belt Part's Room: P502      | 5        |
| 474    | S2228       | 1/2 x 3 7/8 Bushing                              | Belt Part's Room: D104      | 4        |
| 475    | S2228A      | 3amp 3 phase breaker                             | Belt Part's Room: P505      | 4        |
| 476    | S2229       | Smoke Alarm 907-0228-002 Model 710F              | Belt Part's Room: H202      | 2        |
| 477    | S2230       | 5 amp 1 phase breaker                            | Belt Part's Room: P508      | 1        |
| 478    | S2230A      | Smoke Alarm                                      | Belt Part's Room: N11       | 2        |
| 479    | S2231       | 10 amp 1 phase breaker                           | Belt Part's Room: P507      | 6        |
| 480    | S2235       | 4amp 3 phase Breaker                             | Belt Part's Room: P504      | 14       |
| 481    | S2237       | 12 amp 3 phase breaker                           | Belt Part's Room: P503      | 25       |
| 482    | S2240       | 1 amp 1 phase breaker                            | Belt Part's Room: P506      | 4        |
| 483    | S2246       | Output module                                    | Belt Part's Room: P405      | 2        |
| 484    | S2247       | Eeprom memory module                             | Belt Part's Room: N32       | 1        |
| 485    | S2253       | Power Supply                                     | Belt Part's Room: P101      | 1        |
| 486    | S2253A      | Photo Light                                      | Belt Part's Room: P303      | 3        |
| 487    | S2254       | Voltage starter                                  | Belt Part's Room: N73       | 2        |
| 488    | S2257       | Baldor Motor EM3615T                             | Motor Room: V1              | 1        |
| 489    | S2258       | Dodge Gearbox                                    | Belt Part's Room: D407      | 2        |
| 490    | s2259       | Windsmith Gearbox 926MDSS4223Odn                 | Jetway Part's Room: A303    | 1        |
| 491    | S2260       | Windsmith Gearbox 924MDSS42223 10-1 ratio 175    | Motor Room: V112            | 5        |
| 492    | S2261       | Windsmith Gearbox 924MDSN ratio 25               | Motor Room: V1              | 1        |
| 493    | S2262       | Windsmith 926MDSN Input rpm150 HP 1 88 Ratio 2   | Motor Room: V1              | 4        |
| 494    | S2265       | 12 pt relay output                               | Belt Part's Room: N23       | 9        |
| 495    | S2267       | Non slot base                                    | Belt Part's Room: L301      | 1        |
| 496    | S2269       | 1/2 x 4 5/8 bushing                              | Belt Part's Room: D103      | 3        |
| 497    | S2272       | Curcuit breaker                                  | Belt Part's Room: P501      | 5        |
| 498    | S2291       | Smoke Detector                                   | Belt Part's Room: L202      | 2        |
| 499    | S2298       | Clamp bar  | Belt Part's Room: A701      | 24       |
| 500    | S2378       | Round Smoke alarm A-6671                         | Belt Part's Room: B202      | 2        |
| 501    | S2422       | Nylon Webbing Straps                             | Belt Part's Room: E301      | 500      |
| 502    | S2485       | Return Wheel Assy 39 BSG                         | Matrix: Outbound 10         | 6        |
| 503    | S2541       | 17940W8 FLEX OUTPUT                              | Belt Part's Room: E311      | 3        |
| 504    | S2558       | Baldor Motor 2HP RPM140 145TC                    | Matrix: Outbound 10         | 2        |

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| Item # | Part Number | Description              | Storage Area           | Quantity |
|--------|-------------|--------------------------|------------------------|----------|
| 505    | S2712       | Lamp MVR250AU 250Watt    | Belt Part's Room: D402 | 12       |
| 506    | S2800       | Chain link               | Belt Part's Room: A104 | 15       |
| 507    | S2801       | Chain Link SSO           | Belt Part's Room: A105 | 22       |
| 508    | S2802       | Chain Link RS41          | Belt Part's Room: A108 | 28       |
| 509    | S2804       | 4 bolt Bearing           | Belt Part's Room: A301 | 40       |
| 510    | S2805       | Bearing small            | Belt Part's Room: A302 | 28       |
| 511    | S2806       | 4-bolt housing           | Belt Part's Room: A401 | 6        |
| 512    | S2807       | Bearing 1"               | Belt Part's Room: A401 | 1        |
| 513    | S2808       | 3 bolt bearing 1 15/16   | Belt Part's Room: A401 | 1        |
| 514    | S2809       | Bearing 1-11/16          | Belt Part's Room: A402 | 1        |
| 515    | S2810       | 1 7/16 bearing (mounted) | Belt Part's Room: A403 | 8        |
| 516    | S2811       | 1 7/16 4-bolt            | Belt Part's Room: A403 | 2        |
| 517    | S2812       | Bearing                  | Belt Part's Room: A403 | 2        |
| 518    | S2813       | 1 15/16 4 bolt           | Belt Part's Room: A403 | 1        |
| 519    | S2814       | FL210 Bearing            | Belt Part's Room: A501 | 4        |
| 520    | S2815       | 1 15/16 Take-up bearing  | Belt Part's Room: A501 | 4        |
| 521    | S2816       | 1 7/16 take-up           | Belt Part's Room: A502 | 6        |
| 522    | S2817       | 1 15/16 take-up          | Belt Part's Room: A502 | 3        |
| 523    | S2818       | FI 208 S. Seal           | Belt Part's Room: A504 | 4        |
| 524    | S2819       | 1 11/16 bearing inserts  | Belt Part's Room: A508 | 4        |
| 525    | S2822       | 3/4 Clamp                | Belt Part's Room: B105 | 49       |
| 526    | S2823       | Chain link 1 x 12"       | Belt Part's Room: B201 | 37       |
| 527    | S2824       | Idler Bearing            | Belt Part's Room: B209 | 13       |
| 528    | S2825       | Power curve bracket      | Belt Part's Room: B303 | 6        |
| 529    | S2827       | Cam Follower             | Belt Part's Room: B401 | 10       |
| 530    | S2828       | Link 80                  | Belt Part's Room: B405 | 16       |
| 531    | S2829       | Chain 35                 | Belt Part's Room: B408 | 1        |
| 532    | S2830       | Drive chain 20 80        | Belt Part's Room: B409 | 5        |
| 533    | S2831       | Drive chain 80           | Belt Part's Room: B501 | 4        |
| 534    | S2832       | Drive chain 80           | Belt Part's Room: B502 | 5        |
| 535    | S2833       | Drive chain 50           | Belt Part's Room: B503 | 7        |
| 536    | S2835       | Drive chain 35           | Belt Part's Room: B506 | 1        |
| 537    | S2836       | Drive chain 41           | Belt Part's Room: B506 | 1        |
| 538    | S2837       | Crsl Wheels              | Belt Part's Room: B607 | 45       |
| 539    | S2838       | Shoulder screws          | Belt Part's Room: B701 | 320      |
| 540    | S2839       | Sprockett                | Belt Part's Room: C102 | 4        |
| 541    | S2840       | 2012 sprockett           | Belt Part's Room: C106 | 2        |
| 542    | S2841       | Sprockett                | Belt Part's Room: C207 | 2        |
| 543    | S2842       | sprockett                | Belt Part's Room: C302 | 1        |
| 544    | S2843       | 2617 sprockett           | Belt Part's Room: C304 | 1        |
| 545    | S2844       | 1 15/16 sprockett        | Belt Part's Room: C404 | 3        |
| 546    | S2845       | 2012 sprockett 803TL     | Belt Part's Room: C406 | 3        |
| 547    | S2846       | 1610 1 7/16 taper lock   | Belt Part's Room: C406 | 6        |
| 548    | S2846       | 603BT16 sprockett        | Belt Part's Room: C503 | 2        |
| 549    | S2849       | Sprockett                | Belt Part's Room: C603 | 1        |
| 550    | S2850       | Taper lock 1610 7/8"     | Belt Part's Room: C804 | 1        |
| 551    | S2851       | Grommet                  | Belt Part's Room: C606 | 220      |
| 552    | S2852       | 1610 x 1 1/8 taperlock   | Belt Part's Room: D107 | 3        |
| 553    | S2853       | 1210 x 1-1/8 taperlock   | Belt Part's Room: D305 | 4        |
| 554    | S2854       | 1210 x 1-1/4 taperlock   | Belt Part's Room: D306 | 3        |
| 555    | S2855       | 1-15/16 taper bushing    | Belt Part's Room: D401 | 4        |
| 556    | S2856       | 1610 Pulley              | Belt Part's Room: D501 | 2        |
| 557    | S2857       | 50BTB27 Sprocket         | Belt Part's Room: D504 | 1        |
| 558    | S2858       | 147-455 20 pulley        | Belt Part's Room: D506 | 4        |
| 559    | S2860       | Pulley 2517 bush         | Belt Part's Room: D602 | 3        |
| 560    | S2861       | 147 75e pulley           | Belt Part's Room: D603 | 4        |
| 561    | S2862       | 147 83s pulley           | Belt Part's Room: D604 | 3        |
| 562    | S2863       | 147 56e pulley           | Belt Part's Room: D605 | 8        |
| 563    | S2864       | Junk parts               | Belt Part's Room: D701 | 1        |
| 564    | S2865       | Crsl bumper              | Belt Part's Room: D703 | 15       |
| 565    | S2866       | 30" roller               | Belt Part's Room: E102 | 1        |
| 566    | S2867       | Fire Door Set            | Belt Part's Room: E103 | 1        |
| 567    | S2868       | Rolls of wire            | Belt Part's Room: E105 | 2        |

| Item # | Part Number | Description                                   | Storage Area           | Quantity |
|--------|-------------|---|------------------------|----------|
| 568    | S2869       | Flr Door Motor                                | Belt Part's Room: E106 | 2        |
| 569    | S2870       | Fire door rail                                | Belt Part's Room: E107 | 1        |
| 570    | S2871       | Elect end                                     | Belt Part's Room: E108 | 1        |
| 571    | S2872       | Steel Conduit                                 | Belt Part's Room: E108 | 1        |
| 572    | S2873       | 38" Drive roller                              | Belt Part's Room: E203 | 1        |
| 573    | S2875       | 38/4 Roller 1810 TL                           | Belt Part's Room: E209 | 6        |
| 574    | S2876       | 30 X 6-1/2 Roller 2012 TL                     | Belt Part's Room: E211 | 2        |
| 575    | S2877       | 32 x 6 roller 1810 TL                         | Belt Part's Room: E212 | 4        |
| 576    | S2878       | 32 x 4 roller 1810 TL                         | Belt Part's Room: E213 | 7        |
| 577    | S2879       | 32 x 11-1/2 Drive Roller                      | Belt Part's Room: E301 | 1        |
| 578    | S2880       | 38 x 8-1/2 Roller                             | Belt Part's Room: E302 | 1        |
| 579    | S2881       | 29-1/2 x 8-1/2 Roller                         | Belt Part's Room: E303 | 2        |
| 580    | S2882       | 38-1/2 Roller                                 | Belt Part's Room: E305 | 4        |
| 581    | S2884       | 38" Roller                                    | Belt Part's Room: E306 | 5        |
| 582    | S2885       | 1-7/16 x 42 roller                            | Belt Part's Room: E308 | 1        |
| 583    | S2886       | 36 x 6-1/2 roller                             | Belt Part's Room: E308 | 1        |
| 584    | S2887       | 42 x 1-11/16 drive roller                     | Belt Part's Room: E309 | 1        |
| 585    | S2888       | 32 x 9 drive roller                           | Belt Part's Room: E310 | 1        |
| 586    | S2889       | 32 drive roller                               | Belt Part's Room: E311 | 1        |
| 587    | S2890       | 32 x 8-1/2 Roller                             | Belt Part's Room: E312 | 2        |
| 588    | S2892       | 1-13/16 Shaft                                 | Belt Part's Room: G501 | 1        |
| 589    | S2893       | Pipe Insulation                               | Belt Part's Room: K101 | 7        |
| 590    | S2894       | V-Belt 8M640-21                               | Belt Part's Room: K205 | 8        |
| 591    | S2895       | V-Belt 8M640 12                               | Belt Part's Room: K206 | 14       |
| 592    | S2896       | V-Belt 14M 1568-20                            | Belt Part's Room: K214 | 14       |
| 593    | S2897       | Hex Nut 11-3/8                                | Belt Part's Room: K301 | 25       |
| 594    | S2898       | Nuts 3/4                                      | Belt Part's Room: K302 | 50       |
| 595    | S2899       | Nuts 1-7/16                                   | Belt Part's Room: K303 | 50       |
| 596    | S2900       | 3/16 x 1-12 pin                               | Belt Part's Room: K304 | 25       |
| 597    | S2901       | Hex Nut 3/8                                   | Belt Part's Room: K401 | 50       |
| 598    | S2902       | screws 9/16                                   | Belt Part's Room: K405 | 30       |
| 599    | S2903       | 1/4 locking washers                           | Belt Part's Room: K501 | 40       |
| 600    | S2904       | 3/4 Locking washers                           | Belt Part's Room: K503 | 300      |
| 601    | S2905       | 10 x 3/4 Taping screws                        | Belt Part's Room: K504 | 100      |
| 602    | S2906       | 3/4 Bolts                                     | Belt Part's Room: K603 | 30       |
| 603    | S2907       | Oil Filter 18 x 20 x 1                        | Belt Part's Room: F101 | 5        |
| 604    | S2908       | 50F Cable                                     | Belt Part's Room: F102 | 1        |
| 605    | S2909       | CRSL Coronet Strips                           | Belt Part's Room: F303 | 22       |
| 606    | S2910       | Teflon Screws                                 | Belt Part's Room: F501 | 1        |
| 607    | S2911       | 9/16 Nuts                                     | Belt Part's Room: K604 | 100      |
| 608    | S2912       | 9/16 Nuts                                     | Belt Part's Room: K506 | 25       |
| 609    | S2913       | Grommets                                      | Belt Part's Room: K607 | 65       |
| 610    | S2914       | Chain Link 60-2                               | Belt Part's Room: K609 | 10       |
| 611    | S2915       | Chain Link 80                                 | Belt Part's Room: K610 | 15       |
| 612    | S2916       | Chain link 100                                | Belt Part's Room: K611 | 20       |
| 613    | S2917       | Chain Link offset                             | Belt Part's Room: K612 | 20       |
| 614    | S2918       | Chain Link 120                                | Belt Part's Room: K613 | 13       |
| 615    | S2919       | Offset Chain Link 120                         | Belt Part's Room: K614 | 15       |
| 616    | S2920       | Power Supply IC883 PWR 32IP 120/240 Vac 125 V | Belt Part's Room: N101 | 1        |
| 617    | S2921       | Crsl Wheels                                   | Belt Part's Room: A703 | 45       |
| 618    | S2922       | Belt pins                                     | Belt Part's Room: M201 | 5        |
| 619    | S2923       | Hex Screws                                    | Belt Part's Room: M301 | 20       |
| 620    | S2924       | Wire nuts                                     | Belt Part's Room: M304 | 50       |
| 621    | S2925       | 1/2 lock nuts                                 | Belt Part's Room: M305 | 100      |
| 622    | S2926       | Pipe connector                                | Belt Part's Room: M308 | 10       |
| 623    | S2927       | Hex cap screw                                 | Belt Part's Room: M401 | 40       |
| 624    | S2928       | Hex cap screw 3/16-3/8                        | Belt Part's Room: M402 | 40       |
| 625    | S2929       | Hex cap screw 3/16 x 2                        | Belt Part's Room: M404 | 100      |
| 626    | S2930       | BELT Assy 48C39 F90 PVOP 227L                 | Matrix: Outbound 10    | 3        |
| 627    | S2931       | Hex cap screw 5/16                            | Belt Part's Room: M405 | 30       |
| 628    | S2935       | 7/16 x 3 screws                               | Belt Part's Room: M602 | 50       |
| 629    | S2936       | 1/2 long bolt                                 | Belt Part's Room: M604 | 20       |
| 630    | S2937       | Butterfly screw                               | Belt Part's Room: M605 | 30       |

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| Item # | Part Number | Description                     | Storage Area            | Quantity |
|--------|-------------|---------------------------------|-------------------------|----------|
| 631    | S2939       | 3 x 3/8 bolt                    | Belt Part's Room: M703  | 20       |
| 632    | S2940       | Hex cap screw 5/8               | Belt Part's Room: M704  | 40       |
| 633    | S2941       | 1/2 x 2-1/2 HHC                 | Belt Part's Room: M705  | 50       |
| 634    | S2942       | Fuse                            | Belt Part's Room: M708  | 90       |
| 635    | S2943       | EMT Self Screw 3/4              | Belt Part's Room: M709  | 20       |
| 636    | S2944       | Anticell                        | Belt Part's Room: L201  | 15       |
| 637    | S2945       | Paint Navy Gray                 | Belt Part's Room: L401  | 7        |
| 638    | S2946       | Welding rods E7024              | Belt Part's Room: L802  | 2        |
| 639    | S2947       | White Paint                     | Belt Part's Room: J101  | 1        |
| 640    | S2948       | Paint Thinner                   | Belt Part's Room: J402  | 4        |
| 641    | S2949       | Black Paint                     | Belt Part's Room: J501  | 7        |
| 642    | S2950       | Idler Roller 30-1/2             | Belt Part's Room: H301  | 30       |
| 643    | S2951       | Indicator light                 | Belt Part's Room: P202  | 3        |
| 644    | S2952       | Bolts                           | Belt Part's Room: P207  | 60       |
| 645    | S2953       | Bolts                           | Belt Part's Room: P208  | 30       |
| 646    | S2954       | Butterfly                       | Belt Part's Room: P313  | 30       |
| 647    | S2955       | Butterfly                       | Belt Part's Room: P3131 | 30       |
| 648    | S2956       | Photo Eye Switch 42GRU-9002-QD  | Belt Part's Room: P401  | 14       |
| 649    | S2958       | CPU                             | Belt Part's Room: 24    | 1        |
| 650    | S2959       | Pulley                          | Belt Part's Room: D601  | 1        |
| 651    | S2960       | Indicator fuse Cover            | Belt Part's Room: N51   | 20       |
| 652    | S2961       | Panel Control                   | Belt Part's Room: N52   | 1        |
| 653    | S2963       | Drive Roller                    | Belt Part's Room: I102  | 5        |
| 654    | S2964       | Drive Roller W/1-7/16 TP        | Belt Part's Room: I103  | 2        |
| 655    | S2971       | Srew 1/2 x 1-1/4                | Belt Part's Room: M601  | 15       |
| 656    | S2988       | UPR Guide Assy C F30 35-1/8L    | Matrix: Outbound 10     | 1        |
| 657    | S2989       | TR Guide Assy C F30 35-1/4L     | Matrix: Outbound 10     | 1        |
| 658    | S2990       | BR Guide Assy C F30 38-1/8L 27T | Matrix: Outbound 10     | 1        |
| 659    | S2995       | UPR Guide Assy C F60 81-5/8L    | Matrix: Outbound 10     | 1        |
| 660    | S2998       | TR Guide Assy C F60 81-7/8L     | Matrix: Outbound 10     | 1        |
| 661    | S2997       | BR Guide Assy C F60 85-3/8L 27T | Matrix: Outbound 10     | 1        |
| 662    | S3001       | Sprockett                       | Belt Part's Room: C205  | 3        |
| 663    | S3003       | Port curtain flange             | Belt Part's Room: A401  | 2        |
| 664    | S3008       | 2012 1-3/4 bushing              | Belt Part's Room: D208  | 5        |
| 665    | S3008       | 1610 sprockett                  | Belt Part's Room: C104  | 5        |
| 666    | S3009       | 2012 sprockett                  | Belt Part's Room: C206  | 5        |
| 667    | S3011       | Taper Locks                     | Belt Part's Room: K304  | 16       |
| 668    | S3012       | E-Stop Button                   | Belt Part's Room: P309  | 7        |
| 669    | S3013       | Sprockett                       | Belt Part's Room: C103  | 5        |
| 670    | S3014       | Taperlock 1610 7/8              | Belt Part's Room: D406  | 2        |
| 671    | S3015       | Taperlock 1610 1 1/8            | Belt Part's Room: D406  | 2        |
| 672    | S3019       | 1610 sprockett                  | Belt Part's Room: C107  | 0        |
| 673    | S3021       | 50830F sprockett                | Belt Part's Room: C303  | 0        |
| 674    | S3026       | Poly chain sprocket             | Belt Part's Room: C508  | 5        |
| 675    | S3038       | 1 3/4 sprockett                 | Belt Part's Room: C107  | 0        |
| 676    | S3039       | 2012 sprockett                  | Belt Part's Room: C201  | 10       |
| 677    | S3043       | 80Q15 sprockett                 | Belt Part's Room: C204  | 2        |
| 678    | S3047       | 1 3/4 Sprockett                 | Belt Part's Room: C801  | 2        |
| 679    | S3048       | 1 15/16 sprockett               | Belt Part's Room: C203  | 0        |
| 680    | S3049       | Drive frame                     | Belt Part's Room: E307  | 1        |
| 681    | S3051       | 17/16 sprockett                 | Belt Part's Room: C208  | 2        |
| 682    | S3058       | 2012 sprockett                  | Belt Part's Room: C406  | 4        |
| 683    | S3062       | V-Belt 8008-730                 | Belt Part's Room: K209  | 5        |
| 684    | S3068       | 1610 sprockett                  | Belt Part's Room: C105  | 2        |
| 685    | S3072       | 2517 sprockett                  | Belt Part's Room: C301  | 1        |
| 686    | S3149       | 1 7/16 bearing                  | Belt Part's Room: A505  | 0        |
| 687    | S3153       | Bearing insert 1 7/16           | Belt Part's Room: A406  | 66       |
| 688    | S3154       | 1 15/16 Bearing                 | Belt Part's Room: A604  | 5        |
| 689    | S3157       | 1 7/16 Flange Bearing           | Belt Part's Room: A406  | 34       |
| 690    | S3158       | 2-bolt bearing 1 3/16           | Belt Part's Room: A305  | 10       |
| 691    | S3159       | Idler Bearing                   | Belt Part's Room: B301  | 37       |
| 692    | S3185       | 1 7/16 laka up                  | Belt Part's Room: A508  | 11       |
| 693    | S3168       | 3/16 bearing cap                | Belt Part's Room: B303  | 40       |

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| Item # | Part Number | Description                               | Storage Area              | Quantity |
|--------|-------------|---|---------------------------|----------|
| 684    | S3189       | Extended ring Bearing                     | Belt Part's Room: A206    | 19       |
| 685    | S3170       | Roller Bearing 1"                         | Belt Part's Room: A207    | 40       |
| 686    | S3171       | 4 bolt bearing                            | Belt Part's Room: A605    | 4        |
| 687    | S3172       | 1 15/16 take-up                           | Belt Part's Room: A503    | 2        |
| 688    | S3173       | 1 15/16 pillow block                      | Belt Part's Room: A503    | 4        |
| 689    | S3174       | 1 15/16 bearing                           | Belt Part's Room: A603    | 1        |
| 700    | S3176       | idler Bearing                             | Belt Part's Room: A204    | 101      |
| 701    | S3177       | Oilite Bearing                            | Belt Part's Room: B402    | 28       |
| 702    | S3181       | 3 bolt 1 15 bearing                       | Belt Part's Room: A606    | 6        |
| 703    | S3182       | Bearing with hinge 1 1/4                  | Belt Part's Room: A303    | 0        |
| 704    | S3185       | Idler Roller                              | Belt Part's Room: H103    | 42       |
| 705    | S3188       | 3-Bolt Bearing                            | Belt Part's Room: A202    | 1        |
| 706    | S3192       | Bearing 3028 nce                          | Belt Part's Room: A208    | 38       |
| 707    | S3193       | 1 11/16 Bearing                           | Belt Part's Room: A601    | 7        |
| 708    | S3199       | Red Caps E-stop 9001R22                   | Belt Part's Room: K301    | 12       |
| 709    | S3200       | Hexcrant                                  | Belt Part's Room: B106    | 42       |
| 710    | S3201       | Torque Controller 154-A11NB               | Belt Part's Room: Office1 | 2        |
| 711    | S3210       | Board DC Power Supply                     | Belt Part's Room: N64     | 2        |
| 712    | S3219       | Pulley 6x1-7/16x39 PG                     | Belt Part's Room: C203    | 3        |
| 713    | S3275       | Belt Assy 48C39 F35 27T PVOP 9DL          | Matrix: Outbound 10       | 1        |
| 714    | S3300       | 1810 x 1 taperlock                        | Belt Part's Room: D109    | 16       |
| 715    | S3301       | 1810 x 1 3/16 taperlock                   | Belt Part's Room: D108    | 2        |
| 716    | S3312       | 2012 1 1/8 Taperlock                      | Belt Part's Room: D208    | 4        |
| 717    | S3313       | 1610 x 3/4 taperlock                      | Belt Part's Room: D1010   | 2        |
| 718    | S3319       | Ex 1-3/4 OD bushing                       | Belt Part's Room: D308    | 10       |
| 719    | S3322       | Bushing                                   | Belt Part's Room: A205    | 0        |
| 720    | S3323       | 1 1/4 20 Bushing                          | Belt Part's Room: D102    | 2        |
| 721    | S3325       | Grinding Disc 1/4 x 5/8-11                | Belt Part's Room: F101    | 10       |
| 722    | S3328       | Grinding Disc 4- 1/2 x 1/4 x 5/8-11 Small | Belt Part's Room: K501    | 10       |
| 723    | S3327       | 2082 sprockett                            | Belt Part's Room: C602    | 1        |
| 724    | S3328       | 1 3/4 bushing                             | Belt Part's Room: D104    | 3        |
| 725    | S3331       | Taper bushing 1 7/16                      | Belt Part's Room: E2010   | 12       |
| 726    | S3332       | Taperlock 1810 x 1 11/16                  | Belt Part's Room: D105    | 17       |
| 727    | S3333       | 1-3/16 taperd bushing                     | Belt Part's Room: D402    | 8        |
| 728    | S3334       | 1-7/16 locking collar                     | Belt Part's Room: D405    | 90       |
| 729    | S3335       | 1-11/16 locking collar                    | Belt Part's Room: D403    | 12       |
| 730    | S3336       | 1-1/4 locking collar                      | Belt Part's Room: D406    | 5        |
| 731    | S3337       | 1" locking collar                         | Belt Part's Room: D408    | 11       |
| 732    | S3338       | 3/4 locking collar                        | Belt Part's Room: D409    | 12       |
| 733    | S3339       | 7/8 locking collar                        | Belt Part's Room: D407    | 13       |
| 734    | S3340       | 2012 1 3/16 taperlock                     | Belt Part's Room: D203    | 3        |
| 735    | S3341       | 2012 x 1 1/4 taperlock                    | Belt Part's Room: D304    | 5        |
| 736    | S3342       | 2012 x 1 Taper lock                       | Belt Part's Room: D108    | 4        |
| 737    | S3343       | 2012 3/4 Bushing                          | Belt Part's Room: D2010   | 2        |
| 738    | S3344       | 2012 x 7/8 bushing                        | Belt Part's Room: D209    | 6        |
| 739    | S3402       | CRSL Screws 3/8 16 x 1                    | Belt Part's Room: K505    | 35       |
| 740    | S3404       | Roller                                    | Belt Part's Room: I203    | 8        |
| 741    | S3405       | Brkt idler                                | Belt Part's Room: B204    | 4        |
| 742    | S3408       | 3/8 key stock                             | Belt Part's Room: B305    | 8        |
| 743    | S3407       | Key stock 1/8 x 12                        | Belt Part's Room: B305    | 8        |
| 744    | S3429       | 1-11/16 Shaft                             | Belt Part's Room: G201    | 29       |
| 745    | S3430       | 38" Drive roller 1 15/16 il               | Belt Part's Room: E202    | 1        |
| 746    | S3434       | Nylon Bushing                             | Belt Part's Room: B106    | 500      |
| 747    | S3435       | 41 x 4 Roller                             | Belt Part's Room: E304    | 4        |
| 748    | S3476       | Roller                                    | Belt Part's Room: I01     | 4        |
| 749    | S3535       | Power Curve Belt w/Chain 45 degree        | Belt Part's Room: C106    | 1        |
| 750    | S3536       | Power Curve Belt w/Chain 90 degree        | Belt Part's Room: Z2      | 1        |
| 751    | S3548       | Motor 1.0HP 143TC 1740RPM                 | Matrix: Outbound 10       | 1        |
| 752    | S3558       | Baldor Motor M3558T                       | Belt Part's Room: K305    | 5        |
| 753    | S3571       | Flange Bearings                           | Belt Part's Room: K301    | 37       |
| 754    | S3573       | Bearing Inserts                           | Belt Part's Room: K302    | 48       |
| 755    | S3710       | Break Motor BM3710T                       | Belt Part's Room: K404    | 1        |
| 756    | S3788       | Baldor Motor 378813YB59H1                 | Belt Part's Room: K401    | 1        |

| Item # | Part Number | Description                                  | Storage Area                | Quantity |
|--------|-------------|--|-----------------------------|----------|
| 757    | S3025       | Roller Adjustment                            | Belt Part's Room: B210      | 14       |
| 758    | S3032       | 1-11/16 locking collars                      | Belt Part's Room: D404      | 12       |
| 759    | S3059       | Belt Assy 48C39 F30 PVOP T7L                 | Matrix: Outbound 10         | 1        |
| 760    | S3063       | Soft Starter Motoronics HV144P/M3483863      | Belt Part's Room: D703      | 2        |
| 761    | S3918       | Windsmith Gearbox 830MDSN                    | Jetway Part's Room: a floor | 1        |
| 762    | S4000       | Speed bump                                   | Belt Part's Room: K501      | 23       |
| 763    | S4004       | Cam follower Cal                             | Belt Part's Room: B104      | 0        |
| 764    | S4006       | Hex nuts Grade 8 7/8                         | Belt Part's Room: K402      | 25       |
| 765    | S4017       | Links  | Belt Part's Room: B205      | 41       |
| 766    | S4018       | Hex screws 1/4                               | Belt Part's Room: K404      | 200      |
| 767    | S4023       | Crsl wheels                                  | Belt Part's Room: B704      | 154      |
| 768    | S4024       | Baldor Motor M3615T Spec. 366784Y696HJ 5hp   | Motor Room: 22              | 2        |
| 769    | S4029       | Tie Clamp                                    | Belt Part's Room: B208      | 60       |
| 770    | S4048       | Sumitomo CNHM2-4D5YB-17                      | Motor Room: V2              | 1        |
| 771    | S4049       | Sumitomo Gearbox CNHJ6125Y 28:1 182TC (Great | Motor Room: 25              | 1        |
| 772    | S4053       | Cotter pin 1-3 1/2                           | Belt Part's Room: B202      | 100      |
| 773    | S4057       | Level Pads                                   | Belt Part's Room: A102      | 0        |
| 774    | S4059       | Fingerguard                                  | Belt Oversize: A102         | 368      |
| 775    | S4080       | Bumper connector                             | Belt Part's Room: A702      | 43       |
| 776    | S4087       | Carowell gear                                | Belt Part's Room: B210      | 10       |
| 777    | S4418       | lock   | Jetway Part's Room: O101    | 8        |
| 778    | S4417       | Brackets                                     | Jetway Part's Room: O101    | 16       |
| 779    | S4673       | 1794A16 FLEX INPUT                           | Belt Part's Room: D405      | 3        |
| 780    | S4904       | Belt Assy 48C39 F60 PVOP 152L                | Matrix: Outbound 10         | 1        |
| 781    | S5000       | Stencil Interlocking (Plastic)               | Belt Part's Room: J501      | 1        |
| 782    | S5001       | Overload Heater C695A                        | Belt Part's Room: 24        | 3        |
| 783    | S5002       | Overload Heater C466A                        | Belt Part's Room: 24        | 6        |
| 784    | S5003       | Overload Heater C196A                        | Belt Part's Room: 24        | 6        |
| 785    | S5004       | Overload Heater                              | Belt Part's Room: 24        | 6        |
| 786    | S5005       | Overload Heater G301A                        | Belt Part's Room: 24        | 6        |
| 787    | S5006       | Overload Heater C166A                        | Belt Part's Room: 24        | 6        |
| 788    | S5010       | 1 11/16 Flange bearing                       | Belt Part's Room: A602      | 2        |
| 789    | S5042       | Washers                                      | Belt Part's Room: K801      | 100      |
| 790    | S5052       | Bracket slope trip                           | Jetway Part's Room: O101    | 5        |
| 791    | S5102       | Link 60                                      | Belt Part's Room: B404      | 22       |
| 792    | S5105       | Link 50                                      | Belt Part's Room: B407      | 16       |
| 793    | S5112       | V-belt 5L80                                  | Belt Part's Room: K201      | 19       |
| 794    | S5500       | Shaft ER 1-7/16x66-9/16 FL KWY               | Matrix: Outbound 10         | 5        |
| 795    | S5588       | LoveJoy 6JE                                  | Belt Part's Room: D605      | 10       |
| 796    | S5589       | LoveJoy 6JE                                  | Jetway Part's Room: A101    | 8        |
| 797    | S5712       | V-Belt 3VX260                                | Belt Part's Room: K204      | 5        |
| 798    | S5924       | Belt Assy 48C39 SP45 SR 116L 12ED 27T        | Matrix: Outbound 10         | 1        |
| 799    | S5931       | TR Guide Assy C SP45 12ED 58-13/16L          | Matrix: Outbound 10         | 1        |
| 800    | S5932       | BR Guide Assy C SP45 12ED 62L                | Matrix: Outbound 10         | 1        |
| 801    | S5980M      | TR Guide Assy C SP90 24ED 129-11/16L         | Matrix: Outbound 10         | 1        |
| 802    | S5981       | BR Guide Assy C SP90 24ED 133-1/2L           | Matrix: Outbound 10         | 1        |
| 803    | S6000       | Upr Guide CF30 35 1/8L 27A 30D V#402988      | Belt Part's Room: 24        | 1        |
| 804    | S6001       | Tr Guide Assy CF30 35 1/4I 27B-30D V#402989  | Belt Part's Room: 24        | 1        |
| 805    | S6002       | BR Guide CF30 38 1/8 27C-30D V#402990        | Belt Part's Room: 24        | 1        |
| 806    | S6003       | UPR Guide CF36 43 7/8I 27A 36D V#605680      | Belt Part's Room: 24        | 1        |
| 807    | S6004       | Tr Guide CF 36 43 7/8 27B 36D V#605681       | Belt Part's Room: 24        | 1        |
| 808    | S6006       | UPR Guide CF45 58 5/8I 27A-45D V#601176      | Belt Part's Room: 24        | 1        |
| 809    | S6007       | TR Guide CF45 58 1/2L 27B-45D V#601177       | Belt Part's Room: 24        | 1        |
| 810    | S6008       | BR Guide CF45 61 3/4L 27C-45D V#601178       | Belt Part's Room: 24        | 1        |
| 811    | S6009       | UPR Guide CF90 128 1/8L 27A-90D V#600220     | Belt Part's Room: 24        | 1        |
| 812    | S6010       | TR Guide CF90 128 9/16L 27B90D V#600221      | Belt Part's Room: 24        | 1        |
| 813    | S6011       | BR Guide CF90 132 3/4L 27C90D V#600219       | Belt Part's Room: 24        | 1        |
| 814    | S6017       | Photoelectric Sensor                         | Belt Part's Room: B103      | 8        |
| 815    | S6214       | Staples                                      | Belt Part's Room: L602      | 3        |
| 816    | S6215       | Staples                                      | Belt Part's Room: L603      | 1        |
| 817    | S6216       | Staples 8/16                                 | Belt Part's Room: D501      | 8        |
| 818    | S6218       | Staples                                      | Belt Part's Room: L601      | 3        |
| 819    | S6332       | Electra Gearbox 26MHJKV1415 D/F              | Motor Room: V2              | 2        |

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| Item # | Part Number | Description  | Storage Area           | Quantity |
|--------|-------------|--|------------------------|----------|
| 820    | S8333       | Electra Gearbox 26AC1820 L/F                           | Motor Room: V2         | 1        |
| 821    | S8504       | Welding rods E7024                                     | Belt Part's Room: L801 | 0.5      |
| 822    | S6508       | Paint Tray   | Belt Part's Room: A101 | 8        |
| 823    | S8513       | Safety Yellow Paint                                    | Belt Part's Room: J301 | 7        |
| 824    | S8514       | Primer Paint Flat                                      | Belt Part's Room: J202 | 4        |
| 825    | S8515       | Paint, Black Spray Can (Oil)                           | Belt Part's Room: J501 | 4        |
| 826    | S8635       | 3/8 Beam Clamp   | Belt Part's Room: F302 | 8        |
| 827    | S8565       | Ort Bit 3/4" Size 8" drilling depth 14" o'all L V#8783 | Belt Part's Room: 24   | 3        |
| 828    | S8600       | Bumper Connectors                                      | Belt Part's Room: A205 | 25       |
| 829    | S6601       | 3 Ribs Carousel Bumper                                 | Belt Part's Room: D305 | 12       |
| 830    | S8741       | Red Caps E-Stop 52PA2GA                                | Belt Part's Room: E307 | 0        |
| 831    | S8754       | Beltting, Rough Top 38" wide                           | Belt Part's Room: 24   | 224      |
| 832    | S7010       | Idler Sheave   | Belt Part's Room: D604 | 2        |
| 833    | S7011       | 1-1/4x2-1/12   | Belt Part's Room: D305 | 6        |
| 834    | S7279       | Fasner   | Belt Part's Room: P312 | 10       |
| 835    | S7303       | Mount bracket  | Belt Part's Room: N22  | 8        |
| 836    | S7305       | Photo eye bracket                                      | Belt Part's Room: P205 | 4        |
| 837    | S7311       | 2012 1 1/16 Taperlock                                  | Belt Part's Room: D205 | 10       |
| 838    | S7400       | RNdorf 13 905 10 hde                                   | Belt Part's Room: G401 | 0        |
| 839    | S7416       | 1/2 Clamp  | Belt Part's Room: B206 | 150      |
| 840    | S7500       | Automatic Reset Control                                | Belt Part's Room: N71  | 1        |
| 841    | S7550       | Bv relay K10P11d15-6                                   | Belt Part's Room: M508 | 5        |
| 842    | S7608       | Phot switch relay                                      | Belt Part's Room: P302 | 4        |
| 843    | S7702       | Input IC693MDL240I 120 Vac 16PT                        | Belt Part's Room: N101 | 6        |
| 844    | S7703       | Output IC693MDL930D Relay MA BPT                       | Belt Part's Room: N101 | 5        |
| 845    | S7705       | Output IC693MDL 390E 120/240 Vac 2ASPT                 | Belt Part's Room: N101 | 3        |
| 846    | S7706       | Output IC693MDL940D Relay 2 16 PT                      | Belt Part's Room: N101 | 5        |
| 847    | S7720       | PIC output   | Belt Part's Room: N21  | 10       |
| 848    | S7724       | PLC Power Supply                                       | Belt Part's Room: N25  | 1        |
| 849    | S8001       | Red cape E-stop 800T-FXP16 A1                          | Belt Part's Room: K305 | 12       |
| 850    | S8002       | V-Belt B47   | Belt Part's Room: K211 | 12       |
| 851    | S8305       | Roller   | Belt Part's Room: I202 | 1        |
| 852    | S8306       | 28 drive roller 1-7/16 TL                              | Belt Part's Room: E205 | 1        |
| 853    | S8307       | Roller   | Belt Part's Room: I201 | 4        |
| 854    | S8403       | Idler Roller   | Belt Part's Room: H201 | 20       |
| 855    | S8404       | 1-7/16 x 38 Drive roller                               | Belt Part's Room: E308 | 1        |
| 856    | S8406       | Idler Roller   | Belt Part's Room: H101 | 15       |
| 857    | S8407       | Idler Roller   | Belt Part's Room: H102 | 9        |
| 858    | S8410       | Idler Roller   | Belt Part's Room: H202 | 22       |
| 859    | S8413       | Snub Roller  | Belt Part's Room: H403 | 19       |
| 860    | S8416       | Tube 34"   | Belt Part's Room: H401 | 20       |
| 861    | S8417       | Shaft 13-1/2 x 28                                      | Belt Part's Room: H402 | 10       |
| 862    | S8500       | Clipper uni-bar belt lacing UX-1                       | Belt Part's Room: K505 | 4        |
| 863    | S8501       | Lacing connect pins                                    | Belt Part's Room: K504 | 400      |
| 864    | S8502       | Clipper uni-bar belt lacing U3-2                       | Belt Part's Room: F501 | 17       |
| 865    | S8503       | Belt Fastners  | Belt Part's Room: F402 | 14       |
| 866    | S8504       | Alligator belt lacing                                  | Belt Part's Room: F303 | 4        |
| 867    | S8505       | Clipper uni-bar lacing V#6164K48                       | Belt Part's Room: C802 | 18       |
| 868    | S8509       | Lacing connect pin                                     | Belt Part's Room: K503 | 142      |
| 869    | S8863       | Bearing 1 3/16   | Belt Part's Room: A304 | 5        |
| 870    | S8721       | Proximity Switch 872C-A10N18-N3                        | Matrix: Outbound 10    | 4        |
| 871    | S8800       | V-Belt 740-15-57                                       | Belt Part's Room: K207 | 6        |
| 872    | S8804       | 32" Roller   | Belt Part's Room: E101 | 2        |
| 873    | S8804A      | V-Belt 4X55  | Belt Part's Room: M113 | 6        |
| 874    | S8807       | V-Belt AX878   | Belt Part's Room: M120 | 8        |
| 875    | S8810       | V-Belt 5L250   | Belt Part's Room: K102 | 0        |
| 876    | S8813       | V-Belt 3VX500  | Belt Part's Room: M110 | 7        |
| 877    | S8814       | V-belt 3vx630  | Belt Part's Room: E208 | 12       |
| 878    | S8815       | V-Belts 3VX560   | Belt Part's Room: K408 | 33       |
| 879    | S8818       | V-Belt 33HYT   | Belt Part's Room: K208 | 5        |
| 880    | S8817       | V-Belt B55   | Belt Part's Room: K213 | 14       |
| 881    | S8818       | V-Belt 19M 1568-20                                     | Belt Part's Room: K212 | 11       |
| 882    | S8819       | V-Belt 3VX900  | Belt Part's Room: M121 | 5        |

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| Item # | Part Number | Description                                   | Storage Area           | Quantity |
|--------|-------------|---|------------------------|----------|
| 883    | S8820       | V-Belt 3VX670                                 | Belt Part's Room: M115 | 14       |
| 884    | S8821       | V-Belt B25-72                                 | Belt Part's Room: K215 | 6        |
| 885    | S8821A      | V-Belt 3VX100                                 | Belt Part's Room: M123 | 10       |
| 886    | S8822       | V-Belt 3VY265                                 | Belt Part's Room: M101 | 17       |
| 887    | S8824       | V-Belt 3Vx630                                 | Belt Part's Room: M114 | 7        |
| 888    | S8825       | V-Belt 3VX710                                 | Belt Part's Room: M116 | 20       |
| 889    | S8826       | V-Belt 3VX600                                 | Belt Part's Room: M118 | 10       |
| 890    | S8827       | V-Belt 3VX660                                 | Belt Part's Room: M119 | 5        |
| 891    | S8828       | V-Belt 3Vx750                                 | Belt Part's Room: M117 | 16       |
| 892    | S8829       | V-Belt 3VX280                                 | Belt Part's Room: M103 | 20       |
| 893    | S8830       | V-Belt 3VX300                                 | Belt Part's Room: M104 | 21       |
| 894    | S8831       | Crsi gears                                    | Belt Part's Room: D702 | 11       |
| 895    | S8831A      | V-Belt 3VX530                                 | Belt Part's Room: M111 | 3        |
| 896    | S8833       | V-Belt 3VX650                                 | Belt Part's Room: M122 | 11       |
| 897    | S8835       | V-Belt 3VX425                                 | Belt Part's Room: M107 | 6        |
| 898    | S8836       | V-Belt 3VX450                                 | Belt Part's Room: M108 | 11       |
| 899    | S8837       | V-Belt 3VX375 V#85355K18                      | Belt Part's Room: B207 | 7        |
| 900    | S8838       | V-Belt 3VX250 V#85355K11                      | Belt Part's Room: B204 | 15       |
| 901    | S8839       | V-Belt 3VX600                                 | Belt Part's Room: B206 | 4        |
| 902    | S8850       | V-Belts JVX 750                               | Belt Part's Room: K401 | 0        |
| 903    | S8901       | 1/4 key stock                                 | Belt Part's Room: B308 | 18       |
| 904    | S8902       | Sumitomo Gearbox 6145Y-43                     | Motor Room: V13        | 1        |
| 905    | S8903       | SM-CYCLO Gearbox CNHJ-4105YB 1750rpm Input    | Motor Room: V120       | 2        |
| 906    | S8917       | Leather washer                                | Belt Part's Room: K403 | 100      |
| 907    | S8918       | 2-14 lak screws                               | Belt Part's Room: K305 | 30       |
| 908    | S8920       | Keylock 1/8                                   | Belt Part's Room: B304 | 7        |
| 909    | S8921       | 3/16 Key stock                                | Belt Part's Room: B308 | 13       |
| 910    | S8922       | 5/16 key stock                                | Belt Part's Room: B307 | 16       |
| 911    | S8923       | Flat Bolt                                     | Belt Part's Room: M708 | 30       |
| 912    | S8924       | 1/2 key stock                                 | Belt Part's Room: B309 | 4        |
| 913    | S8939       | 7/16 x 2 hex cap screw                        | Belt Part's Room: M603 | 50       |
| 914    | S8947       | 3-1/4 Threaded Rod                            | Belt Part's Room: G301 | 7        |
| 915    | S8955       | 1/2 x 3 hex screw                             | Belt Part's Room: M303 | 70       |
| 916    | S8972       | Screw 1/2 x 2                                 | Belt Part's Room: M707 | 50       |
| 917    | S9008       | 3/8 Locking washers                           | Belt Part's Room: K608 | 30       |
| 918    | S9009       | 5/8 Locking washers                           | Belt Part's Room: K502 | 25       |
| 919    | S9029       | 1/4 x 20 x 3-1/3 Screw                        | Belt Part's Room: M302 | 30       |
| 920    | S9070       | Photoelectric Smoke Alarm                     | Belt Part's Room: J501 | 6        |
| 921    | S9755       | Fluorescent bulb F40T12                       | Belt Part's Room: K503 | 70       |
| 922    | S8821       | Flat head screws                              | Belt Part's Room: K408 | 50       |
| 923    | S9083       | Electra Gear gearbox Model 350 AKV1815 LF 15- | Motor Room: V1         | 1        |
| 924    | S9884       | Coupling                                      | Belt Part's Room: C805 | 3        |
| 925    | S9865       | Tapered Bushing 1210 1-1/8                    | Belt Part's Room: D303 | 17       |
| 926    | S9866       | Electra Gearbox 26AC18DRF                     | Motor Room: V1         | 1        |
| 927    | S9887       | Baldor Motor M3611T 182T fr 3 hp 1725 rpm     | Motor Room: V1         | 2        |
| 928    | S9880       | Flat head screws                              | Belt Part's Room: K407 | 35       |
| 929    | S9893       | Baldor Motor BM3558T 2HP RPM1725 145T         | Motor Room: V1         | 5        |
| 930    | S9873       | 35/6 roller 1610 TL                           | Belt Part's Room: E207 | 4        |
| 931    | S9876       | 38" Drive roller 1610 TL                      | Belt Part's Room: E206 | 3        |
| 932    | S9883       | 1-7/16 Shaft                                  | Belt Part's Room: G101 | 8.5      |



**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

January 25, 2011

**ADDENDUM #2**

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 27, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

**The following changes/modifications are hereby made in the documents:**

1. In Addendum #1 dated January 24, 2011, the response in A45 is deleted in its entirety and replaced with the following: "That is correct. Terminal A is in Union County and Terminal B is in Essex County."

**2. PROPOSER QUESTIONS AND ANSWERS**

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions:

Q1. Are radios for the Contractor provided by the Port Authority and maintained by the Contractor?

A1. Please see Part V, Specifications, I, Responsibilities of the Maintenance Contractor, paragraph T, page 5.

Q2. Will the Contractor be required to supply baggage tubs?

A2. No.

Q3. In Part V, Specifications, XVII, Wages and Supplemental Benefits, paragraph B, page 35, it states in the example, "At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007." Please confirm the employee will accrue and is in effect for current employees?

A3. Yes.

This communication should be initiated by you and annexed to your bid upon submission.

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: AIRWAY MAINTENANCE LLC.

INITIALED: RM.

DATE: 01.27.11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

January 26, 2011

**ADDENDUM #3**

To prospective bidders on BID # 23230 for OPERATE AND MAINTAIN EIGHTEEN (18) BAGGAGE BELT CONVEYOR SYSTEMS AND ASSOCIATED CAROUSELS AT NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINALS

Due back on January 28, 2011 no later than 11:00 AM

Originally due on January 27, 2011 no later than 11:00 AM

**The following changes/modifications are hereby made in the documents:**

1. The Bid Due Date has been extended from January 27, 2011 to January 28, 2011, same time 11:00 AM.

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

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

THE PORT AUTHORITY OF NY & NJ

LARRY H. WAXMAN, MANAGER  
TECHNOLOGY & OPERATIONAL  
PROCUREMENT SERVICES DIVISION

BIDDER'S FIRM NAME: AIRWAY MAINTENANCE LLC.

INITIALED: LSM

DATE: 01.27.11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-3941 or [RGrehl@panynj.gov](mailto:RGrehl@panynj.gov).