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April 1, 2013

Ms. Tracy Poplawski
Coughlin & Gerhart LLP
P.O. Box 2039
Binghamton, NY 139022039

Re: Freedom of Information Reference No. 13769

Dear Ms. Poplawski:

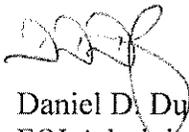
This is a response to your february 14, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of the following contracts for work performed at Stewart International Airport in 2011: the contract between the Port Authority and Vaisala, Inc., the contract between the Port Authority and Geotrack, Inc., and the contract between Vaisala, Inc. and Contracting Technology, Inc. and copies of records related to James Rericha's incident on September 9, 2011 at Stewart International Airport.

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/13769-C.pdf>. Paper copies of the available records are available upon request.

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

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

Very truly yours,



Daniel D. Duffy
FOI Administrator

Stewart International Airport - Airside Log

INCIDENT R

AIRPORT OPERATIONS INCIDENT REPORT

Log Entered 05/04/2020

Event Date/Time 05/04/2020

Date: 05/04/20

Time: 11:40 AM

Operations Supervisor(s):

DON ARNS

SEAN HAPKE (NIGHT)

Incident: CONTRACTOR ELECTROCUTED ON AIRSIDE

Location: SOUTH EAST SIDE OF BRAVO IN THE INTERSECTION OF 16/34

Details:

CTI WAS PERFORMING NIGHT CONSTRUCTION HAND DIGGING SOUTH EAST OF BRAVO TO FIND UTILITY LINES. JAMES RERICHA (AGE 35) STUCK A HIGH VOLTAGE LINE WITH HIS GROUNDROD AND LOST CONSCIOUSNESS. DAVE HAPKE (ESCOR) CALLED OPERATIONS AND BEGAN TO ADMINISTER CPR. OPERATIONS CONTACTED 911 AND AIR GUARD (D) ANGELO WAS ON SITE AT 11:57AM AND BEGAN ATTEMPTS TO REVIVE JAMES. MOBILE LIFE ALSO RESPONDED AND TRANSPORTED THE VICTIM TO ST. LUKE'S IN NEWBURGH. JAMES IS LISTED AS CRITICAL BUT STABLE AND IS BEING TRANSPORTED TO WESTCHESTER HOSPITAL.

Injuries:

LISTED CRITICAL BUT STABLE NOTHING FURTHER YET

Damages:



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

July 1, 2010

VIA OVERNIGHT MAIL (TELEPHONE 314-872-0579)

Mr. Kurt Kinion
National Sales Manager
Vaisala, Inc.
1862 Craig Park Court
St. Louis, MO 63146

Subject: ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES; RFP NUMBER 20826; CONTRACT NUMBER 4600008250

Dear Mr. Kinion:

The Port Authority of New York and New Jersey ("the Authority") hereby accepts the offer of Vaisala, Inc. ("Vaisala") to perform services under the above referenced Contract ("Contract"). The term of the Contract shall commence on July 8, 2010 and shall expire, unless sooner terminated, revoked or extended in accordance with the provisions thereof, on July 7, 2020.

The Contract between the parties shall consist of the following items. In case of conflict or inconsistency between any of the items, the earlier listed item shall take precedence over the later listed one:

1. This Letter of Acceptance.
2. Vaisala's Best and Final Offer dated May 28, 2010.
3. Vaisala's June 9, 2010 letter in regards to its M/WBE plan.
4. Vaisala's May 27, 2010 response to the Authority's May 27, 2010 oral questions.
5. Vaisala's May 24, 2010 response, other than pricing, to the Authority's May 21, 2010 questions.
6. Vaisala's May 17, 2010 response, other than pricing, to the Authority's May 11, 2010 questions.
7. Vaisala's May 6, 2010 response to the Authority's April 30, 2010 questions.
8. Vaisala's Proposal, other than pricing, dated April 15, 2010.
9. The Port Authority of New York and New Jersey's Request for Proposal Number 20826 entitled "ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE

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



THE PORT AUTHORITY OF NY & NJ

RWIS, AND WEATHER FORECASTING SERVICES" as amended by Addenda Numbers 1 & 2.

Please note that for payment, invoicing and administrative purposes, the following Purchase Order numbers have been assigned to this contract:

<u>Purchase Order Number</u>	<u>Facility</u>
4500061544	LaGuardia Airport
4500061545	John F. Kennedy International Airport
4500061546	Newark Liberty International Airport
4500061547	Stewart International Airport
4500061548	Teterboro Airport

Your facility contacts are as follows:

All Airports Installation Phase	Ms. Susan Groteke	212-435-3696
LaGuardia Airport	Mr. Kevin Dauwalter	718-533-3700
John F. Kennedy International Airport	Mr. John Selden (weather)	718-244-3771
	Mr. Jim Gravina (maintenance)	718-244-3529
Newark Liberty International Airport	Mr. Frank Loprano	973-961-6024
Stewart International Airport	Mr. Gregory Reszka	845-564-7200 x624
Teterboro Airport	Ms. Pam Phillips	201-807-4018

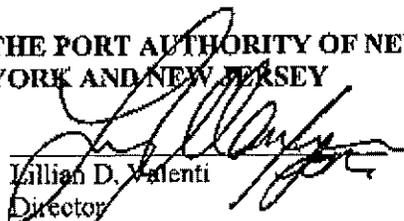
If you are in agreement with the above, please so indicate by signing both copies of this letter and returning both signed copies to the attention of Mr. Richard Grehl, Procurement Department, One Madison Avenue, 7th Floor, New York, New York 10010.

One fully executed original of this letter will be returned to you following execution by the Authority. If you have any questions, Mr. Grehl can be reached at 212-435-3941.

Sincerely,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:


Lillian D. Valenti
Director
Procurement Department

AGREED:

VAISALA, INC.

By:


(Kurt Kirwan)

Title:

National Sales Manager - WCO - Roads

Signature:





THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

July 16, 2010

**VIA OVERNIGHT MAIL (TELEPHONE 314-872-0579) &
FAX 314-812-3779**

Mr. Kurt Kinion
National Sales Manager
Vaisala, Inc.
1862 Craig Park Court
St. Louis, MO 63146

Subject: **ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER
INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE
RWIS, AND WEATHER FORECASTING SERVICES; RFP NUMBER 20826;
CONTRACT NUMBER 4600008250**

Dear Mr. Kinion:

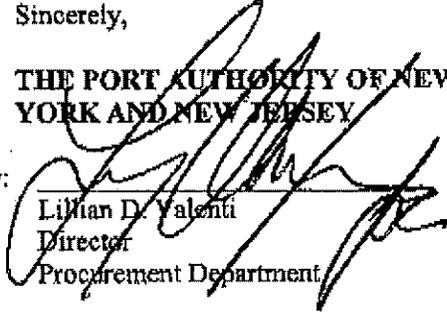
In reference to the above subject fully executed and attached award letter dated July 1, 2010, the commencement date is hereby changed from "July 8, 2010" to "July 19, 2010" and the expiration date is hereby changed from "July 7, 2020" to "July 18, 2020". The time necessary to obtain a fully executed contract exceeded expectations and warranted the above noted changes. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

If you have any questions, Mr. Grehl can be reached at 212-435-3941.

Sincerely,

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

By:


Lillian D. Valenti
Director
Procurement Department

attachment

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

May 26, 2010 JB

RFP # 20826 BAFO Due Date May 17, 2010

2. Cost Proposal Tables (Page 1 of 5)

Initial Costs per Airport (Section I + Section II)				Line Item
Airport	Section I - Implementation Costs per Airport that Meet NLT Date (See Notes below)			
	Equip.	+ Labor	- Misc = Total	
JFK	\$ 224,208 ¹⁹	+ 167,399 ²¹	- 0 = 391,607 ²⁰	A
LGA	\$ 113,572 ⁰⁸	+ 57,310 ²²	- 0 = 170,908.80	B
EWR	\$ 170,768 ²¹	+ 121,609 ²¹	- 0 = 292,378.18	C
SWF	\$ 152,567 ²²	+ 157,063 ²²	- 0 = 309,631.72	D
TEB	\$ 140,808 ²²	+ 101,966 ²¹	+ 0 = 242,774.84	E

Software	Section II - Cost of Back End Enterprise Software that Includes Software Licenses for Ten (10) User Workstations	Line Item
S	28,075 ⁷⁷	F

G. Total Implementation Costs for All Airports = A + B + C + D + E + F = \$ 1,430,370.87

Notes:

- In reference to Section I, per Initial Costs per Airport includes Software Licenses for Eight (8) User Workstations per Airport, but do NOT include the cost of the back end enterprise software as referenced in Section II.
- In reference to Section I, the costs for "Equip" include all software, devices, hardware, etc. as required in the Scope of Work.
- The costs here shall be all-inclusive including, but not limited to, travel, expenses, etc. - there will be no separate compensation.
- Costs for Section I are inclusive of all development phases up to and including Purchase, Installation, Factory Test, Field Acceptance Test, and successful 30 Day Operational Test.
- Prices shall be firm for no less than two (2) years after the NLT Date.

May 28, 2010 JB

RFP # 20826 BAFO Due Date ~~May 17, 2010~~

2. Cost Proposal Tables (Page 2 of 5)

Section III - Unit Prices					
(Unit Prices to replace damaged equipment not covered under Maintenance)					
(Note - All hardware quoted is same model as proposed)					
Unit Item	Unit Price / Item		Estimated Qty.	Sub-Total	Line Item
Software Licenses for Five (5) User Workstations	\$ ϕ	X	2	= \$ ϕ	H
Commissioning of one (1) RPU with RWIS Application Software (Labor and all other Misc Costs)	\$ 23,579.61	X	3	= \$ 70,738.83	I
Installation and Commissioning of one (1) Pavement Surface Sensor (Labor & all other Misc Costs)	\$ 8,575.86	X	24	= \$ 205,820.64	J

K = Estimated Sub-Total Unit Prices = H + I + J = \$ 276,559.47

Section IV - Compensation for Parts and Materials

Proposer shall insert a percentage to be added or subtracted (Proposer shall circle the "+", "-", or "0") to the net cost of parts and materials. The % shall be firm for the duration of the contract and any Extensions.

Estimated Ten (10) Year Net Cost	Contractor's Percentage Mark Up/Down	Total Estimated Ten (10) Year Cost of Parts and Materials
\$300,000	x (+, -, or 0) <u>3</u> % = \$ <u>9,000</u> + \$300,000 = \$ <u>309,000</u>	(Proposer Fills In) (Proposer Fills In) (Proposer Fills In)

Note: "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 materials, supplies, tools, and labor purchased or leased by the Contractor solely for use in performing Contractor's obligations hereunder provided such purchase lease has received the prior written approval of the Manager. The documentation that the Contractor receives from its supplier that accompanies the material will substantiate these charges.

Nov 28, 2010 JB

RFP # 20826 BAFO Due Date May 17, 2010

2. Cost Proposal Tables (Page 3 of 5)

Notes:

- Within the ten (10) year life of this Contract, in the case of equipment failure that is the Authority's fault, the Authority will pay for Items included in Sections III and IV, as deemed necessary.
- Within the ten (10) year life of this Contract, in the case of equipment failure due to circumstances that are not the fault of the Authority, there are no additional costs due to the Contractor. All Work to replace and commission any Contractor-supplied equipment is included as part of the monthly maintenance fee. This includes any phased out equipment models that the Contractor deems obsolete.
- In all cases of new equipment pertaining to Sections III and IV, the Authority shall provide the labor to install the field component.

Section V - Warranty / Monthly System Maintenance Costs					
Airport	Monthly Fee		Estimated # of Months * See note below	Sub-Total	Line Item
JFK	\$ 4,506 ⁶⁴	x	104	\$ 468,690 ⁵⁶	L
LGA	\$ 4,506 ⁶⁴	x	104	\$ 468,690 ⁵⁶	M
EWR	\$ 4,506 ⁶⁴	x	104	\$ 468,690 ⁵⁶	N
TEB	\$ 4,506 ⁶⁴	x	104	\$ 468,690 ⁵⁶	O
SWF	\$ 4,506 ⁶⁴	x	104	\$ 468,690 ⁵⁶	P
Maintenance of Enterprise Software Package	\$ ϕ	x	104	\$ ϕ	Q

R. Est. Sub-Total Monthly Maintenance Costs = L + M + N + O + P + Q = \$ 2,343,452.80

Nov 28, 2010 JLB

RFP # 20826 BAFO Due Date May 17, 2010

2. Cost Proposal Tables (Page 4 of 5)

Section VI - Warranty / Monthly Weather Forecasting and Lightning Costs					
Airport	Monthly Fee		Estimated # of Months *See note below	Sub-Total for Ten Years of WX forecasting & Lightning	Line Item
IFK	\$ 1318 ¹²	x	116	\$ 152,910 ⁰⁴	S
LGA	\$ 1318 ¹²	x	116	\$ 152,910 ⁰⁴	T
EWR	\$ 1318 ¹²	x	116	\$ 152,910 ⁰⁴	U
TEB	\$ 1318 ¹²	x	116	\$ 152,910 ⁰⁴	V
SWF	\$ 1318 ¹²	x	116	\$ 152,910 ⁰⁴	W

X. Est. Sub-Total Monthly Weather Forecasting Costs = S + T + U + V + W = \$ 764,650.20

Notes:

- Estimate number of months is for evaluation purposes only.
- Monthly maintenance fees will begin effective on the day following the 12-month warranty period. The first month will be prorated based on the number of days in the month starting with the day following the 12-month warranty period, to the end of month compared to the monthly price.
- Within the ten (10) year life of this Contract, in the case of equipment failure due to circumstances that are not the fault of the Authority, there are no additional costs due to the Contractor. All Work to replace and commission any Contractor-supplied equipment is included as part of the monthly maintenance fee. This includes any phased out equipment models that the Contractor deems obsolete.
- Warranty period (12 months) will start upon successful 30-day Operational Test.
- Annual Maintenance Period to start twelve (12) months after warranty period.
- Monthly / Unit prices quoted here shall be used for the 12-month warranty period and years one thru four (1 thru 4) of Maintenance. Unit costs shall be adjusted, consistent with the Price Adjustment Clause (PART I, titled, "Contract Description," Para. 3, titled, "Adjustment of Prices,") for years 5 - 10.

Estimated, Total Ten Year Contract Costs = G + K + R + X =
\$ 4,814,933.34

May 26, 2010 JB
 May 28, 2010

2. Cost Proposal Tables (Page 5 of 5)

For Port Authority Informational Use Only:

- Per User Workstation License Price = \$ N/A 0
- Per User Workstation Annual Maintenance = \$ N/A 0

Section VII - Personnel and Supervision Costs			
(See Note below)			
Extra Work Items	Unit Price / Item	Estimated Qty.	Sub-Total
Training - per day cost	\$ 4,961	1	= \$ 4,961
SUPERVISOR - Labor cost per hour at non airport facility	\$ 200	1	= \$ 200
TECHNICIAN - Labor cost per hour at non airport facility	\$ 187 ⁵⁰	1	= \$ 187 ⁵⁰
Commission a new facility	\$ 1500	N/A	

Note: Section VII, Personnel and Supervision Costs, is for Port Authority Informational Use Only



June 9th, 2010

Richard A. Grehl
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Subject: Vaisala Inc. MBE/WBE Evaluation Plan for RFP# 20826 - Port Authority of New York and New Jersey Proposal for All Airports Enterprise Runway / Road Weather Information System (RWIS), Maintenance Services for the RWIS, and Weather Forecasting Services Contract

Dear Mr. Grehl:

Vaisala, Inc./SSI is pleased to supply more detail regarding our MBE/WBE Evaluation Plan in response to the Port Authority's Request for Proposal (RFP# 20826) for a Runway Weather Information System including installation, maintenance and weather forecasting. Below you will find Vaisala/SSI's list of contractors, which will be evaluated for participation by Vaisala.

Vaisala, Inc. makes every effort to use MBE/WBE/DBE and SBE businesses when possible. Due to the technical nature, skill sets, and specialty engineering required for the products, forecasting, and maintenance services in the RWIS industry, MBE/WBE/DBE and SBE contractors in this field are very limited. To maintain a high service level and a high level of performance in Vaisala RWIS/TTS systems, Vaisala uses specialty vendors and contractors who focus on the RWIS/TTS industry and technology, and that hold certification for such work.

DERBY ELECTRIC INCORPORATED

80 Eighth Avenue, Suite 1107
New York, NY 10011

Contact: Joi C. Beard
Tel: (212) 741-5230
Fax: (212) 462-9239
Email: DERBYELECTRIC@METCONNECT.NET
Programs: MBE, WBE, SBE

Categories: ELECTRICAL Range: \$500,001 to \$1,500,000

JCF ELECTRIC, INC.

60-49 Fresh Pond Road
Maspeth, NY 11378-3541

Contact: Bernadette S. Jeronimo
Tel: (718) 366-4028
Fax: (718) 366-4052
Email: INFO@JCFELECTRIC.COM
Programs: MBE, WBE, SBE

Categories: ELECTRICAL Range: \$500,001 to \$1,500,000

MORALES ELECTRICAL CONTRACTING, INC.

356 West Merrick Road
Valley Stream, NY 11580

Contact: Hildigardis Morales-smith
Tel: (516) 256-2530
Fax: N/A
Email: MORALESELEC@AOL.COM
Programs: MBE, WBE

Categories: ELECTRICAL Range: \$1,501,000 and Over

APEX ELECTRICAL CONTRACTORS

421 West 6th Avenue
Roselle, NJ 07203

Contact: Gerard M. Balmir, Pres.
Tel: (908) 245-7790
Fax: N/A
Email: APEXBAL@AOL.COM
Programs: MBE, WBE

Categories: ELECTRICAL Range: Up to \$500,000

LEWIS ELECTRIC

131-185 Bergen Street, Suite 365
Newark, NJ 07103



Contact: Carol Lewis
Tel: (973) 375-7676
Fax: (973) 375-7676
Email: N/A
Programs: MBE, WBE

Categories: ELECTRICAL Range: Up to \$500,000

NORTRONICS CORP.

441 FAIRVIEW AVENUE
FAIRVIEW, NJ 07022

Contact: MARIA GONZALEZ, PRES.
Tel: 201-945-0555
Fax: 201-945-3774
Email: MGONZALEZ@NORTRONICS.COM
Programs: MBE, WBE

Categories: ELECTRICAL Range: Up to \$500,000

Vaisala/SSI sincerely appreciates the opportunity to submit its plan and looks forward to partnering with the Port Authority of New York and New Jersey on this project. I am available to answer any questions. If you have any questions regarding this information please contact me by calling me direct at 314-872-0579.

Sincerely,

Kurt Kinion
Vaisala, Inc., National Sales Manager WCO-RDS, North America

Grehl, Richard

From: kurt.kinion@vaisala.com
Sent: Thursday, May 27, 2010 12:39 AM
To: Grehl, Richard
Cc: jim.boyle@vaisala.com; kurt.kinion@vaisala.com
Subject: Vaisala response to PANYNJ Bid discussion on 5/26/2010

Hello Richard

You spoke with Jim Boyle today about two outstanding issues that the Port Authority has with regard to Vaisala's response to bid # 20826

Item 1.

You were looking for further explanation to our manpower proposal:

Vaisala understands the importance of the RWIS equipment and the reliability of our equipment to the Port Authority and the traveling public. Vaisala does not rely on independent contractors to service this type of mission critical equipment. Independent contractors have many service contracts requiring skill sets outside the RWIS arena, and they are not be trained to the service standards that Vaisala sets for our employee-trained personnel. Vaisala intends to meet the Port Authority's requirement by having Eric Goodwin as a dedicated service personnel assigned full time to the Port Authority of New York and New Jersey's airports. Vaisala will assign Eric Goodwin and another Vaisala trained RWIS technician to the Port Authority's airports upon award of this contract to Vaisala. These trained Service Technicians will be working with the Port Authority to insure the RWIS equipment is in working order, therefore supplying the information requested by the Port Authority and the individual airports. In addition to these two Service Technicians we have two additional RWIS personnel available that can be on site within one day. With all these resources to offer the Port Authority, Vaisala is extremely confident we will meet the requirements as documented in the bid specifications.

Item 2

In regard to your request for a price revision:

The Port Authority of New York and New Jersey is looking for a vendor/partner to install and manage their Runway Weather Information System (RWIS). The company the Port Authority chooses must be financially sound. Vaisala offers the new cost proposal, which is attached, as the absolute best price unless we reduce or eliminate some services requested in the contract. Vaisala certainly hopes the Port Authority finds the proposal and this offer to meet and exceed the best interest of the Port Authority. Vaisala hopes this offer meets the approval of the Port Authority and we look forward to continue working to serve the Port Authority in the future.

Thank You, Feel free to contact me with any questions or comments as we are very happy to discuss our proposal in any way.

Kurt Kinion

National Sales Manager, North America
Roads-Weather Critical Operations
VAISALA Inc.

5/27/2010

May 24, 2010

Richard A. Grehl
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Subject: Best and Final Offer (BAFO) # 2 response for RFP# 20826 - Port Authority of New York and New Jersey Proposal for All Airports Enterprise Runway / Road Weather Information System (RWIS), Maintenance Services for the RWIS, and Weather Forecasting Services Contract

Dear Mr. Grehl:

Vaisala, Inc./SSI is pleased to supply our Best and Final Offer # 2 proposal in response to the Port Authority's Request for Proposal (RFP# 20826) for a Runway Weather Information System including installation, maintenance and weather forecasting. Below you will find Vaisala/SSI's response and clarification to the Port Authority's remaining questions.

1. In reference to the Cost Proposal Table section VI "Warranty/Monthly Weather Forecasting and Lightning Costs," explain the reasoning for an increased, monthly price of \$166.89 (approx. \$18K over contract period) for JFK only.

Vaisala/SSI has reviewed the Cost Proposal Table Section VI "Warranty/Monthly Weather Forecasting and Lightning Costs," and has made adjustments to the cost of the service for JFK to make it equal to all other Port Authority facilities.

2. The RWIS application is a mission critical system. The Port Authority will have the RWIS application installed in one of its fault tolerant/high availability environments. We intend to install the application in a multi-site, Port Authority operated clustered environment so it can have a fault tolerant/high availability solution for the agency to provide effective operation of the Airport facilities. Depending on the fault tolerant solution selected, this may involve the installation of the software in both a primary server and a secondary Port Authority data center cluster that is connected to the primary.

From your response dated May 17, 2010 to Question 4, to that end, will the Port Authority be licensed to install the applications software in a multi-site, Port Authority operated clustered

environment without impact to the schedule? The Port Authority anticipates no additional costs associated with this license but needs to see if there is an impact to the schedule.

The Port Authority's desire to install the Navigator server in a multi-site/cluster environment provides minimal, insignificant impact to the implementation schedule. The additional on-site commissioning process for the multi-site/cluster architecture from Vaisala/SSI will not jeopardize the project schedule.

3. From your response dated May 17, 2010 to Question 2, Vaisala will push the RWIS data to a Vaisala-hosted bureau. A) Will the data be pushed from each RPU individually to the Vaisala external bureau environment? B) Will the data be pushed from the Virtual server that runs the application to Vaisala external bureau environment? C) Will the data be pushed from both?

The Vaisala/SSI proposed architecture involves a data push from the Virtual Navigator server to the Vaisala/SSI bureau system. While the proposed architecture is intended for this design, if the Port Authority would accept monthly communication plan charges and would allow the use of alternate (CDMA or Broadband) connections to any or all RPU's in the system, a data pull from the bureau to each RPU could be incorporated as well. This solution has not been proposed as a standard first choice due to additional cost and system resilience opposed to licensed FCC radio communication between each RPU and server.

Vaisala/SSI sincerely appreciates the opportunity to submit our proposal, and looks forward to partnering with the Port Authority of New York and New Jersey on this project.

Sincerely,
Kurt Kinion
Vaisala, Inc./SSI



THE PORT AUTHORITY OF NY & NJ

May 21, 2010

Mr. Kurt Kinion, National Sales Manager
Vaisala, Inc.
1862 Craig Park Court
St. Louis, MO 63146

Subject: Request for Proposal ("RFP") # 20826: ALL AIRPORTS ENTERPRISE RUNWAY / ROADWAY WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT; REQUEST FOR BEST AND FINAL OFFER # 2

Dear Mr. Kinion:

The Port Authority of New York and New Jersey ("Port Authority") is hereby inviting Vaisala, Inc., to submit a second Best and Final Offer ("BAFO") response for the above referenced proposal, using the same format as supplied in the solicitation document. This invitation to submit a second BAFO shall not be construed as an acceptance of your proposal.

At this time the Port Authority requires further clarification on the following:

1. In reference to the Cost Proposal Table Section VI "Warranty/Monthly Weather Forecasting and Lightning Costs," explain the reasoning for an increased, monthly price of \$166.89 (approx. \$18K over contract period) for JFK only.
2. The RWIS application is a mission critical system. The Port Authority will have the RWIS application installed in one of its fault tolerant/high availability environments. We intend to install the application in a multi-site, Port Authority operated clustered environment so it can have a fault tolerant/high availability solution for the agency to provide effective operation of the Airport facilities. Depending on the fault tolerant solution selected, this may involve the installation of the software in both a primary server and a secondary Port Authority data center cluster that is connected to the primary.

From your response dated May 17, 2010 to Question 4, to that end, will the Port Authority be licensed to install the applications software in a multi-site, Port Authority operated clustered environment without impact to the schedule? The Port Authority anticipates no additional costs associated with this license but needs to see if there is an impact to the schedule.

*One Madison Avenue
New York, NY 10010*



THE PORT AUTHORITY OF NY & NJ

3. From your response dated May 17, 2010 to Question 2, Vaisala will push the RWIS data to a Vaisala-hosted bureau. A) Will the data be pushed from each RPU individually to the Vaisala external bureau environment? B) Will the data be pushed from the Virtual server that runs the application to Vaisala external bureau environment? C) Will the data be pushed from both?

You are encouraged to reduce your prices, where possible, without reducing the quality of the required service. Vaisala's price is still not at the price point that is palatable. Please note that while reducing your prices may have a positive effect on your final ranking, such reduction will not guarantee that your company is awarded the contract, nor will declining to reduce your prices prohibit your company from being awarded the contract. The Port Authority reserves the right to select the proposal that is in the best interest of the Port Authority.

E-mail your revised cost proposal by using the attached blank "Cost Proposal Tables" to baforesponse@panynj.gov. **DO NOT** send fax, e-mail or otherwise transmit your response to me. BAFO responses shall be submitted only to baforesponse@panynj.gov.

Your response to this BAFO request is due no later than 2:00 PM (EST) on Monday, May 24, 2010.

If you have any questions, the undersigned can be reached at 212-435-3941.

Very truly yours,

Richard A. Grehl
Procurement Management Analyst
Procurement Department

attachment

May 17, 2010

Richard A. Grehl
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Subject: Best and Final Offer (BAFO) response for RFP# 20826 - Port Authority of New York and New Jersey Proposal for All Airports Enterprise Runway / Road Weather Information System (RWIS), Maintenance Services for the RWIS, and Weather Forecasting Services Contract

Dear Mr. Grehl:

Vaisala, Inc./SSI is pleased to supply our Best and Final Offer proposal in response to the Port Authority's Request for Proposal (RFP# 20826) for a Runway Weather Information System including installation, maintenance and weather forecasting. Below you will find Vaisala/SSI's response and clarification to the Port Authority's remaining questions.

1. Confirm that the applications software will operate under Windows Server 2005 or 2008.

Vaisala/SSI's proposed system will operate on 2008. Vaisala/SSI will offer to test/qualify other platforms at no additional costs, upon request of the Port Authority as necessary. Upon successful testing, Vaisala would be able to provide the proposed solution per the terms of the RFP.

2. Clarify the system architecture in your May 6, 2010 response to question 3 and response to the following questions:

Describe more fully the proposed system architecture and computing platform that the Port Authority will use to host the Navigator RWIS software.

- o Will we require one server to run the Navigator software?
- o Will the RWIS data be stored locally on-site on that server or on a separate Port Authority server running Microsoft SQL database?
- o Will additional servers be required, and if so, describe their purpose?



THE PORT AUTHORITY OF NY & NJ

May 11, 2010

Mr. Kurt Kinion, National Sales Manager
Vaisala, Inc.
1862 Craig Park Court
St. Louis, MO 63146

Subject: Request for Proposal ("RFP") # 20826: ALL AIRPORTS ENTERPRISE RUNWAY / ROADWAY WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT; REQUEST FOR BEST AND FINAL OFFER

Dear Mr. Kinion:

The Port Authority of New York and New Jersey ("Port Authority") is hereby inviting Vaisala, Inc., to submit a Best and Final Offer ("BAFO") response for the above referenced proposal, using the same format as supplied in the solicitation document. This invitation to submit a BAFO shall not be construed as an acceptance of your proposal.

At this time the Port Authority requires further clarification on the following:

1. Confirm that the applications software will operate under Windows Server 2005 or 2008.
2. Clarify the system architecture in your May 6, 2010 response to question 3 and response to the following questions:
 - Describe more fully the proposed system architecture and computing platform that the Port Authority will use to host the Navigator RWIS software.
 - Will we require one server to run the Navigator software?
 - Will the RWIS data be stored locally on-site on that server or on a separate Port Authority server running Microsoft SQL database?
 - Will additional servers be required, and if so, describe their purpose?
 - Can the Port Authority choose not to connect the PANYNJ-hosted Navigator RWIS system to the Vaisala-hosted Bureau environment and still receive weather forecasts? If connection is required, describe the connectivity and data loading requirements.
3. With regard to your response on May 6, 2010 to question 8, does Vaisala have any clients who operate the Navigator RWIS software under a VMware ESX Host server.

*One Madison Avenue
New York, NY 10010*



THE PORT AUTHORITY OF NY & NJ

4. With regard to your May 6, 2010 response to question 10, can the Port Authority host the backup system in a Port Authority facility? If the answer is yes, is the cost of establishing both the primary and the backup system in Port Authority facilities included in the cost proposal?
5. Confirm that your proposal includes both:
 - JFK pavement sensors at Taxiways Alpha and Bravo's bridges (reference the JFK Airport Layout Plan, near Switch house #2 and GP "G")
 - EWR pavement sensors on Runway 4L-22Rwithout compromising the number of pavement sensors to be installed anywhere else on the Airports, respectively.
If necessary, include these sensors in your BAFO.
6. With regard to your May 6, 2010 response to question 7, please explain how Vaisala is able to meet the Response Time requirements when one out of the four provided contacts resides local within the NY/NJ area.
7. With regard to your May 6, 2010 response to question 4, confirm that Vaisala acknowledges the Time to Repair requirements on pages 81 and 82 of the RFP document are valid following any "circumstances that are beyond the control of the Port Authority or the Contractor." This time will begin when the Airport Manager calls the Contractor following the uncontrollable event, as explained on Page 80, Para. 6b entitled, "On-call remedial maintenance."
8. Confirm that Vaisala has taken no exceptions to the Port Authority's Standard Contract Terms and Conditions.

You are encouraged to reduce your prices, where possible, without reducing the quality of the required service. Please note that while reducing your prices may have a positive effect on your final ranking, such reduction will not guarantee that your company is awarded the contract, nor will declining to reduce your prices prohibit your company from being awarded the contract. The Port Authority reserves the right to select the proposal that is in the best interest of the Port Authority.

E-mail your revised cost proposal by using the attached blank "Cost Proposal Tables" to baforesponse@panynj.gov. **DO NOT** send fax, e-mail or otherwise transmit your response to me. BAFO responses shall be submitted only to baforesponse@panynj.gov.



THE PORT AUTHORITY OF NY & NJ

Your response to this BAFO request is due no later than 2:00 PM (EST) on Monday, May 17, 2010.

If you have any questions, the undersigned can be reached at 212-435-3941.

Very truly yours,

Richard A. Grehl
Procurement Management Analyst
Procurement Department

attachment

ID	Task Name	Start	Finish	Timeline																			
				10	Qtr 3, 2010	Qtr 4, 2010	Qtr 1, 2011	Qtr 2, 2011	Qtr 3, 2011	Qtr 4, 2011													
				Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	Contract Award	Thu 7/1/10	Thu 7/1/10																				
2	Project Plan and Schedule Submittal +10	Wed 7/14/10	Wed 7/14/10																				
3	System Diagrams Submittal +15	Wed 7/21/10	Wed 7/21/10																				
4	System Documentation Submittal +20	Wed 7/28/10	Wed 7/28/10																				
5	Database Documentation Submittal +20	Wed 7/28/10	Wed 7/28/10																				
6	System Hardware Documentation Submittal +20	Wed 7/28/10	Wed 7/28/10																				
7	JFK	Mon 7/26/10	Tue 11/30/10																				
8	Kickoff Meeting	Mon 7/26/10	Mon 7/26/10																				
9	Coordination with TSD Meetings	Tue 7/27/10	Tue 7/27/10																				
10	Develop Contract Design Drawings	Wed 7/28/10	Fri 8/20/10																				
11	50 Percent Contract Design Drawings	Tue 8/10/10	Tue 8/10/10																				
12	100 Percent Contract Design Drawings	Fri 8/20/10	Fri 8/20/10																				
13	Construction, Safety and Phasing Plan	Mon 7/26/10	Fri 8/20/10																				
14	Amount of Airside Construction	Mon 8/16/10	Fri 8/24/10																				
15	Software Integration to the Enterprise System	Mon 8/13/10	Fri 8/24/10																				
16	Factory Inspection and Test Period	Mon 8/27/10	Fri 10/1/10																				
17	Quality Assurance/Product Assurance Tests	Mon 8/27/10	Fri 10/1/10																				
18	Field Acceptance Tests	Mon 10/4/10	Fri 10/8/10																				
19	Test Period Following Installation	Mon 10/4/10	Fri 10/8/10																				
20	Training	Mon 10/25/10	Fri 10/29/10																				
21	30 Day Operational Tests	Sun 10/31/10	Tue 11/30/10																				
22	LGA	Mon 11/25/10	Sat 7/16/11																				
23	Kickoff Meeting	Tue 3/15/11	Tue 3/15/11																				
24	Coordination with TSD Meetings	Wed 3/16/11	Wed 3/16/11																				
25	Develop Contract Design Drawings	Wed 12/1/10	Fri 12/24/10																				
26	50 Percent Contract Design Drawings	Tue 12/14/10	Tue 12/14/10																				
27	100 Percent Contract Design Drawings	Fri 12/24/10	Fri 12/24/10																				
28	Construction, Safety and Phasing Plan	Mon 11/29/10	Fri 12/24/10																				
29	Amount of Airside Construction	Fri 4/15/11	Thu 5/12/11																				
30	Software Integration to the Enterprise System	Fri 4/29/11	Thu 5/12/11																				
31	Factory Inspection and Test Period	Fri 5/13/11	Thu 5/19/11																				
32	Quality Assurance/Product Assurance Tests	Fri 5/13/11	Thu 5/19/11																				
33	Field Acceptance Tests	Fri 5/20/11	Thu 5/26/11																				
34	Test Period Following Installation	Fri 5/20/11	Thu 5/26/11																				
35	Training	Fri 6/10/11	Thu 6/16/11																				
36	30 Day Operational Tests	Thu 8/16/11	Sat 7/16/11																				
37	EWR	Mon 12/27/10	Sat 6/6/11																				
38	Kickoff Meeting	Wed 3/16/11	Wed 3/16/11																				
39	Coordination with TSD Meetings	Thu 3/17/11	Thu 3/17/11																				

Project: NY NJ Port Authority Basic S Date: Mon 5/3/10	Task		Milestone		External Tasks	
	Spill		Summary		External Milestone	
	Progress		Project Summary		Deadline	

Is Vaisala committing to meet these requirements as well as the ones for critical and non-critical failures, since they are not mentioned in the proposal?

7. Ref pg 56 of your proposal. List, by name and function, who is the immediate response personnel to which you would dedicate to this Contract.

8. Ref pg 25 of your proposal. Is the Navigator RWIS software capable of operating in a virtual environment under a VMware ESX server?

What is the number of licensed workstations for the Port Authority, in total, that will be able to access the application through normal Port Authority Desktop computers?

9. Ref pg 26 of your proposal. Identify the relational database product that will be used to store the data.

10. Ref pg 38 of your proposal. Top of page - A port server will interface with the PANYNJ-supplied PAWANET switch. Confirm the port server will be installed in a communications closet as directed by the Port Authority?

- 1) "A GUI is located at each airport via existing Scan Web Software."
What is the total number of licensed workstations that will be able to access the application at each airport from normal Port Authority desktop computers?
What is the number of licensed workstations for the Port Authority, in total, that will be able to access the application through normal Port Authority Desktop computers?
- 2) "a second Navigator server ... could be hosted in St. Louis."

Is hosting of the backup Navigator server in a Port Authority facility included in the proposal?

11. In order to evaluate your proposal fully, please provide a PA2749A M/WBE Participation Plan and include the name(s), brief scope of work and anticipated dollar value for each potential M/WBE subcontractor. Visit panynj.gov/business-opportunities/mwsbe-search.cfm to search certified M/WBEs construction contractors.

12. In reference to the Response Times listed in Time to Repair table stated on pages 81 and 82 of the RFP, define your meaning of "critical" and "non-critical" failures. Do these correlate to the Response Times, or are they independently diagnosed by a Vaisala technician?

Please provide a written response to these issues by 12:00 PM, Thursday, May 6, 2010 via e-mail to me at rgrehl@panynj.gov.

Regards,

Richard A. Grehl

Procurement Management Analyst

Procurement Department

THE PORT AUTHORITY OF NY & NJ

One Madison Avenue, 7th Floor

New York, NY 10010

T 212.435.3941

F 212-435-3959

E rgrehl@panynj.gov

Be carbon conscious and consider our environment before printing this e-mail.

VAISALA

April 15, 2010

Richard A. Grehl
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Subject: Transmittal Letter, Port Authority of New York and New Jersey Proposal for All Airports Enterprise Runway / Road Weather Information System (RWIS), Maintenance Services for the RWIS, and Weather Forecasting Services Contract, RFP No. 20826

Dear Mr. Grehl:

Vaisala, Inc./SSI is pleased to respectfully transmit the attached proposal in response to the Port Authority's request for proposal (RFP) for a Runway Weather Information System including installation, maintenance and weather forecasting. This proposal includes a robust system design using the most advanced technologies, system control software and hardware in the industry.

Vaisala is a global leader in weather measurement, with more than 70 years of experience. Vaisala contributes to a better quality of life by providing a comprehensive range of innovative observation and measurement products and services for meteorology, weather critical operations, and controlled environments. Vaisala acquired Quixote Transportation Technologies at the end of calendar year 2009, and thus, the company is now able to offer the SSI brand road weather equipment. Vaisala/SSI has been intimately involved in the designing, building, operating and maintaining of Runway/Road Weather Information Systems (RWIS) since 1972, and has over 2,000 sites in North America.

Vaisala names Mr. Kurt Kinion, National Sales Manager, as the authorized person to negotiate and execute this contract, as well as address any questions or issues related to this RFP. Mr. Kinion's contact information is provided below:

Kurt Kinion
National Sales Manager
Direct Phone: 314-872-0579
Toll Free: 800-325-7226 x579
Email: kurt.kinion@vaisala.com

Vaisala/SSI will utilize the services of Gateway Specialty Contracting, Inc./Contracting Technology Inc. for the physical installation of the equipment and NorthWest WeatherNet, Inc. of Issaquah, Washington, and Global Weather Corporation of Boulder, Colorado, for the weather forecasting. All partners have extensive experience in their respected fields throughout the United States. The address for each subcontractor is listed below:

VAISALA

Gateway Specialty Contracting, Inc./Contracting Technology, Inc.
26904 Tower Road
Jonesburg, MO 63351

NorthWest WeatherNet, Inc.
P.O. Box 1313
Issaquah, WA 98027

Global Weather Corporation
1600 Mariposa Avenue
Boulder, CO 80302

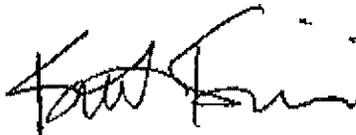
Vaisala, Inc. is a corporation and copy of its Certification of Incorporation is included with our response. A statement of the names and residences of its officers is also included within our response. In addition, a document signed by the secretary of the corporation with the corporate seal is provided, attesting that the Certificate of Incorporation is a true copy as of the date of the opening of the proposal.

Vaisala/SSI sincerely appreciates the opportunity to submit its proposal, and looks forward to partnering with the Port Authority of New York and New Jersey on this project as well as future projects.

Please contact me with any questions you have regarding this proposal.

Sincerely,

Vaisala, Inc./SSI



Kurt Kinion

VAISALA

April 12, 2010

The Port Authority of NY & NJ
Purchasing Services Division
One Madison Avenue, 7th Fl.
New York, NY 10010

Dear Sir or Madam:

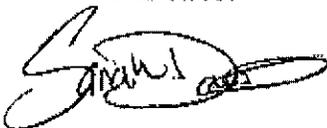
On January 1, 2010 Vaisala Inc acquired Quixote Transportation Technologies, Inc (QTT). Vaisala Inc will continue to provide service to the Port Authority of New York and New Jersey under the existing agreement and indeed the combined entity will be uniquely positioned to deliver a more comprehensive road weather portfolio of products, solutions and services.

As per the requirements for notification of acquisition, Vaisala's Federal Identification Number: (Ex. 1)

For information regarding Vaisala's ownership and stakeholders, please see enclosed copy of Vaisala's 2009 Corporate Responsibility Report or go to the following web address:
http://www.vaisala.com/files/Vaisala_Corporate_Responsibility_Report_2009.pdf

We look forward to continuing the relationship with the Port Authority of New York and New Jersey. Should you have any questions, please feel free to contact me at the direct number below.

Sincerely,
VAISALA INC.



Sarah Davis
Service Contract Administrator
Direct: +1 303 402 4783
Fax: +1 720 304 4511
sarah.davis@vaisala.com

Executive Summary

Vaisala is a global leader in weather measurement, with more than 70 years of experience. Vaisala contributes to a better quality of life by providing a comprehensive range of innovative observation and measurement products and services for meteorology, weather critical operations, and controlled environments. The Weather Critical Operations business area has four segments:

- Airports (APS)
- Roads (RDS)
- Defense (DEF)
- Weather Critical Energy (WEN)

Vaisala serves airports by providing the capability to observe, forecast and integrate weather to support operational decision making, improving safety and effectiveness in all weather conditions and helping make airport's environmental impacts smaller.

Vaisala serves the road authorities with complete road weather observation and monitoring, traffic counting, and highway advisory product offerings. Vaisala's products and services support operational decision making to optimize traffic management and road maintenance operation efficiency and ensure safety.

Vaisala conducts business with three main themes for its road weather critical operations: Safety, Efficiency and Environment.

Vaisala acquired Quixote Transportation Technologies at the end of calendar year 2009, and thus, the company is now able to offer the SSI brand road weather equipment. Vaisala/SSI has been intimately involved in the designing, building, operating and maintaining of Runway/Road Weather Information Systems (RWIS) since 1972, and has over 2,000 sites in North America.

Vaisala/SSI has nearly 40 years experience with RWIS equipment design, deployment and system maintenance programs. Vaisala/SSI has provided RWIS installations to 150 U.S. airports and 195 state Departments of Transportation. In total, Vaisala/SSI has an installed base of over 5,700 pavement sensors in North America. In addition, Vaisala/SSI has established a strong presence in Europe, including a local office dedicated to the RWIS business in Birmingham, United Kingdom, supplying RWIS to European airports and Departments of Transportation/Ministries of Transportation. Vaisala/SSI employs a dedicated, focused staff of professionals for the design, deployment and servicing of RWIS. The Vaisala/SSI staff is comprised of experienced engineering, technical, meteorological, construction and service personnel from various backgrounds. Vaisala/SSI's meteorological expertise makes it unique in the RWIS industry and provides Vaisala/SSI and its customers with an invaluable resource for the design and deployment of RWIS as

well as operational support and consulting for transportation agencies. Vaisala/SSI also created, and maintains, the only customer service organization focused on RWIS service and maintenance.

Vaisala/SSI currently supports many department of transportation and aviation (airport) agencies with unique system maintenance, hardware deployment, training and support programs. In the past and in present day, the need for reliable RWIS systems/networks and timely, accurate data is essential. Departments of transportation, universities, the public, and many other agencies use this data to enhance daily efficiencies and operational activities. In most maintenance programs, including the proposed program for Port Authority of New York and New Jersey, system maintenance, repairs and equipment deployment programs must utilize a structure or model to accommodate the many constraints such as weather, timing and available hardware/software technology. Vaisala/SSI feels that an organization that is structured to accommodate the many facets of such a program commands a team of specialized, focused professionals dedicated to specific personnel departments within an operations division such as a project management, service/installation, order fulfillment, manufacturing and engineering department.

Vaisala/SSI Port Authority Project Approach

Innovative RWIS Data Management Solutions

Vaisala/SSI understands that the Port Authority of New York and New Jersey RFP and sequential contract is an all encompassing project to include managing the existing RWIS sites and installing any new sites. The requirements of the project can be broken down into several specific categories: equipment and software, installation, maintenance and operation, weather/pavement temperature forecasting and reporting. Overall, in reviewing the Scope of Work, Vaisala/SSI did not find any portions to be beyond the capabilities of our company. Vaisala/SSI also plans to team with Northwest Weathernet, Inc. and Global Weather Corporation for this program, which will provide the weather and pavement temperature forecasting portion of the contract.

Vaisala/SSI has provided the majority of all RWIS equipment and forecasting services for the Port Authority of New York and New Jersey under previous contracts, and currently offer equipment and services that meet or exceed all requirements as specified in this RFP. The Vaisala/SSI equipment has proven reliable in the harsh weather conditions around the world and will perform as required in Port Authority of New York and New Jersey. Because most of the currently installed RWIS equipment was provided by Vaisala/SSI, we would have not issues with compatibility. A turnkey Vaisala/SSI RWIS solution is also the most time conscious and risk free for the Port Authority in that any technological system upgrades would be to the existing Vaisala/SSI-based system and would reduce project

implementation time and would allow sufficient system operation/quality control testing prior to the upcoming winter season.

In addition, Vaisala/SSI is always looking to the future on what new sensors or software could be offered that could add value to our customers' existing RWIS systems. This new technology, in many cases, would be compatible with the current deployed system in Port Authority of New York and New Jersey. In addition, Vaisala/SSI can integrate with other cooperative systems brought to us by Port Authority of New York and New Jersey. If any existing systems are not currently supported, Vaisala/SSI can perform custom engineering work to provide the integration. Vaisala/SSI currently provides a professional RWIS maintenance team designed to work on multiple RWIS vendor systems and commands the maintenance training to troubleshoot and support the RWIS as a mission critical system.

Vaisala/SSI, Northwest Weathernet, and Global Weather Corporation products and services are well known in the transportation/aviation industry, and many of the agencies these companies serve are expert users of RWIS. Below is a quick reference of key Vaisala/SSI product and service features, and customers we have worked with to implement the products:

Key Vaisala/SSI Features	Vaisala/SSI Customers Expertise
Design-Build-Operate-Maintain Model	Ohio Turnpike Commission, West Virginia Parkway Authority, Arizona DOT, Mass Highway
Linux RPU Based System	Ohio DOT, Ohio Turnpike Commission, West Virginia DOH, West Virginia Parkway Authority, Pennsylvania DOT, Iowa DOT, Indiana DOT, Mass Highway, Minnesota DOT, New Hampshire DOT, Rhode Island DOT, New Jersey DOT, Port Authority of New York and New Jersey DOT, Colorado DOT
RWIS Online Hosted Data Collection and User Interface	Ohio Turnpike Authority, West Virginia Parkway Authority, New Jersey DOT, Arizona DOT, Mass Highway, Rhode Island DOT
Pay-For-Performance Maintenance Contract	Arizona DOT and Ohio DOT

Cellular/Satellite Communications	Ohio DOT, Ohio Turnpike Commission, West Virginia DOH, West Virginia Parkway Authority, Port Authority of New York and New Jersey DOT
Groundhog Wireless Pavement Weather/Traffic Sensor	Ohio DOT, Ohio Turnpike Commission, Pennsylvania DOT, Mass Highway, New Hampshire DOT
Side-Fire Radar Traffic Sensor	Iowa DOT, Minnesota DOT, Rutgers University
Sensit-Active Pavement Sensor	Ohio Turnpike Commission, Iowa DOT, Minnesota DOT, North Dakota DOT
Interface with Bridge Anti-Icing Systems	Minnesota DOT/North Dakota DOT, Ministry of Transportation - Ontario, Colorado DOT, Nebraska DOR, Kansas DOT, Michigan DOT
Leased Systems	Arizona DOT
TMC Integration/Interface	Pennsylvania DOT - District Two

ATTACHMENT A - AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at http://www.panynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Vaisala, Inc.

(Company)



(Signature)

National Sales Manager

(Title)

4/15/10

(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

Certifications With Respect to the Contractor's Integrity Provisions

By signing the Letter of Transmittal, Vaisala makes the certification in the Contractor's Integrity Provisions as provided in the RFP.

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Work Approach and Product Strength/Service Capability

RWIS Methodology

Overview

Vaisala/SSI has over 30 years experience with Road/Runway Weather Information Systems (RWIS) equipment design, deployment and system maintenance programs. Vaisala/SS currently supports many aviation (airport) agencies and departments of transportation with unique system maintenance, hardware deployment, on-going personal training and ever improving support programs. The need for reliable RWIS systems/networks and timely, accurate data is essential and becomes even more important as the nation's aviation and highway infrastructure continues to grow. Airports, departments of transportation, universities, the public, and many other agencies use this data to enhance daily efficiencies and operational activities. System maintenance programs and equipment deployment programs, including the proposed program for Port Authority of New York and New Jersey, must utilize a structure or model to accommodate the many constraints such as weather, timing and available hardware/software technology.

Vaisala/SSI feels that an organization that is structured to accommodate the many facets of such a program demands a team of specialized, focused professionals. These professionals are dedicated to specific personnel departments within an operations division such as a project management, service/installation, order fulfillment, manufacturing and engineering departments.

Project Background

The Port Authority of New York and New Jersey has chosen to invest in a program to implement, develop, and maintain the advanced technology of their RWIS. The Port Authority recognizes that site-specific pavement and atmospheric weather information can provide vital information to improve the level of service to the traveling public. Most specifically, Vaisala/SSI believes the Port Authority values the benefits of RWIS, which can be summarized in three keys areas and help describe how the RWIS system would be used at the Port Authority of New York and New Jersey:

- Maintenance and Operations personnel would use the road weather information to make snow and ice control decisions.
- Maintenance and Operations engineers would use the vertical temperature profiles to administer the seasonal weight restriction program.
- Share the data with other agencies within the states around the Port Authority of New York and New Jersey to create a cooperative data sharing network that could benefit all agencies.

Vaisala/SSI is uniquely positioned to provide the highest level of products and services to ensure the Port Authority of New York and New Jersey receives the optimum return on investment for the requested services. There are three specific areas where Vaisala/SSI excels and is well positioned:

- Experience deploying/implementing RWIS/ESS equipment across all of North America
- Experience managing projects for large runway/road weather networks
- Extensive knowledge of the existing RWIS/ESS network and equipment as the previous contractor on all phases of this project

In 1972, SSI (now part of Vaisala, Inc.) was founded to primarily detect deicing chemicals on airport runway surfaces. Over the years this equipment has progressed from the very simple electronic equipment to what it is today, an all inclusive electronic system. Vaisala/SSI also realized that highway maintenance operations would have a need for road weather data. Vaisala/SSI realized that once established in the roadway market, the possible applications for RWIS were great. Vaisala/SSI today has more experience managing projects of all sizes than any other bidder. It is our proven experience that ensures each project will be a success. No other contractor has installed RWIS equipment in every climate in North America and understands each of those challenges than Vaisala/SSI.

As the roadway market grew, so did the size of the contracts and projects awarded to Vaisala/SSI. This extensive experience managing statewide upgrades and new installations gives Vaisala/SSI exactly what this RFP is requesting. We are the only manufacturer with the knowledge about the challenges the Port Authority faces with upgrading their system. Vaisala/SSI has the understanding of the unique weather in the Port Authority of New York and New Jersey area and how that impacts the system. Our understanding of all these facts will ensure that there will not be any "beginner mistakes" in learning how to perform tasks and implement the project.

Vaisala/SSI understands that a key element of any RWIS project is the need for reliable and accurate data. Users will lose confidence in the system if the data is not timely and accurate.

Staff Communication

Vaisala/SSI is a very specialized organization dedicated to providing RWIS and ITS solutions. Vaisala/SSI's organizational structure is designed specifically to service these types of RWIS programs. In the proposed program for Port Authority of New York and New Jersey, the Vaisala/SSI Operations team will facilitate the bulk of the daily effort on the contract. The Vaisala/SSI Sales department will be initially involved as well with new hardware deployments, hardware relocations, and system design considerations. The

Vaisala/SSI Sales department will also act as a primary point of contact for the Port Authority of New York and New Jersey RWIS Coordinator/Project Manager.

The Territory Sales Manager for the Port Authority of New York and New Jersey is Jim Boyle. Most all initial system inquiries will be communicated with the Territory Sales Manager. If the inquiry is an issue that is strictly of a service nature, the inquiry/issue will be forwarded to the Vaisala/SSI Port Authority of New York and New Jersey Project Manager, Benny Borrelli. The Vaisala/SSI Port Authority of New York and New Jersey Project Manager will facilitate service requests, installation coordination/requests, commissioning scheduling, training scheduling and equipment delivery schedules. The Vaisala/SSI Port Authority of New York and New Jersey Project Manager will be responsible for the coordination of Vaisala/SSI personnel within key departments to drive all tasks for project completion.

The Vaisala/SSI Operations team is comprised of the following departments, which will facilitate the actions required to drive each task to completion for the duration of the contract.

- Project Management
- Service/Installation
 - Internal support technicians
 - Field-based technicians
- Engineering
 - Software support
 - Hardware support
- Manufacturing/Order Fulfillment

Vaisala/SSI plans to dedicate a Senior Field Technician exclusively for the proposed Port Authority of New York and New Jersey program, David Smock.

For the duration of the Port Authority of New York and New Jersey program/contract period, Vaisala/SSI will create a communication tree of individuals within the various Vaisala/SSI departments. This tool will be used internally between the Vaisala/SSI Territory Sales Manager and Vaisala/SSI Port Authority of New York and New Jersey Project Manager to correspond among departments to complete program tasks. Vaisala/SSI will also provide this communication tree to the Port Authority for reference. In addition to the internal communication tool, Vaisala/SSI recommends that the Port Authority of New York and New Jersey RWIS Coordinator/Project Manager be a part of the external communication tree between the Vaisala/SSI Territory Sales Manager and Vaisala/SSI Port Authority of New York and New Jersey Project Manager, which can be used to provide service requests, project requests, problem escalation, etc.

Common tasks associated with such a program will include, but not be limited to:

- Equipment Replacement/Upgrade Projects
- Site Relocations
- System Expansion Projects
- Existing Equipment Repair Projects
- Installation Projects
- Equipment Commissioning Projects
- Training
- System monitoring/health-status reporting
- Service Requests

Among the above examples of projects, most all will be initiated by the Sales department. The generation of an internal Vaisala/SSI order would be linked to the Port Authority of New York and New Jersey contract. The Vaisala/SSI Port Authority of New York and New Jersey Project Manager would then take the order and confirm that the required equipment is ordered and delivered on-site at the designated location. If equipment installation is required, it would be scheduled, followed by commissioning scheduling, and then finally training. The Vaisala/SSI Port Authority of New York and New Jersey Project Manager will also provide consistent, routine project schedules and project status updates to the Port Authority as described by the Port Authority of New York and New Jersey.

Equipment repair projects for the proposed program will be handled exclusively on-site in the Port Authority of New York and New Jersey facility. Repairs will be completed by the Vaisala/SSI Port Authority of New York and New Jersey Senior Field Technician. RWIS RPU, atmospheric sensors, and surface sensors are all designed for field repair. For instances where atmospheric sensors or communication equipment cannot be repaired in the field, a suitable replacement will be installed while the original unit is shipped back for factory repair or replacement. This strategy will maximize system reporting and performance.

In the event of service requests, the Vaisala/SSI Port Authority of New York and New Jersey Project Manager would receive the request and forward it to the Vaisala/SSI Service team, which would handle the technician scheduling, field work, configuration tasks, and system quality/performance check. With service requests, system status reports will be provided by the service team and forwarded to the Port Authority by the Vaisala/SSI Port Authority of New York and New Jersey Project Manager and/or the Vaisala/SSI Port Authority of New York and New Jersey Senior Field Technician. In addition to the administration of service requests and system status reports, any on-going service issues or engineering support tasks that are relevant will be included in the routine project schedules and project status updates that are delivered to personnel as outlined by the Port Authority of New York and New Jersey.

Project Timeline

Based on past experience, Vaisala/SSI believes the inherent architecture/operational procedures, as described within Vaisala/SSI, will minimize potential delays in task completion and project scheduling. Other potential delays for the proposed program may come from weather related or hardware/inventory shortages. To minimize these forms of delays, Vaisala/SSI will keep a service inventory for common RWIS components, key to the Port Authority of New York and New Jersey RWIS system. The service inventory will minimize delays related to equipment inventory shortages. Weather related delays can be minimized by proper communication/coordination regarding project/task timing by the Vaisala/SSI Port Authority of New York and New Jersey Project Manager, Vaisala/SSI Territory Sales Manager and the Port Authority of New York and New Jersey RWIS Coordinator/Project Manager. The bulk of the contract work, and annual system maintenance tasks, should be completed during the standard construction season to reduce weather related delays.

Proactive scheduling of projects, based upon seasonal construction periods, will also allow the Vaisala/SSI Territory Manager to forecast equipment needs. Communicating these needs internally within Vaisala/SSI will help generate an inventory surplus within the Vaisala/SSI inventory. This surplus will help to accommodate the project needs and insure delivery of material in a timely manner to the Port Authority of New York and New Jersey during construction periods.

Based upon being the past system maintenance provider for the Port Authority of New York and New Jersey, Vaisala/SSI has a strong understanding of just how unique and specialized/innovative a company must be to perform service for the Port Authority of New York and New Jersey. Vaisala/SSI plans to use licensed installation contractors to perform the bulk of the equipment installation work associated with the contract. Vaisala/SSI will utilize the services of Gateway Specialty Contracting, Inc. of Jonesburg, Missouri, for installing of equipment that our technicians are unable to complete. Gateway, with their extensive experience, will insure the Port Authority has an installation that meets its requirements.

Overall, Vaisala/SSI feels that the past experience, outlined procedures, personnel structure and the investment of dedicated personnel will allow Vaisala/SSI to provide the Port Authority of New York and New Jersey a superior service/maintenance program and ultimately a very reliable RWIS program. Vaisala/SSI realizes that an investment in RWIS technology or an RWIS system is only viable if the system is functioning without outages and is providing data year round. Vaisala/SSI believes that our RWIS system service/maintenance solution and innovative, reliable hardware and software will provide the Port Authority of New York and New Jersey a very rugged, reliable solution for the future.

Project Requirements

The Port Authority of New York and New Jersey RFP and sequential contract are an all encompassing project to include managing the existing ESS sites and installing any new sites. The requirements of the project can be broken down into several specific categories: equipment and software, installation, maintenance and operation, and reporting. Overall, in reviewing the Scope of Work, Vaisala/SSI did not find any portions to be beyond the capabilities of our company.

Equipment and Software

Vaisala/SSI has provided the majority of all RWIS equipment for the Port Authority of New York and New Jersey under previous contracts, and currently offers equipment that meets or exceeds all requirements as specified in this RFP. The Vaisala/SSI equipment has proven reliable in the harsh weather conditions around the world and will perform as required by the Port Authority of New York and New Jersey. Because most of the currently installed RWIS equipment was provided by Vaisala/SSI, we would have not issues with compatibility. In addition, Vaisala/SSI is always looking to the future on what new sensors or software could be offered that could add value to our customers' existing RWIS systems. This new technology, in many cases, would be compatible with the current deployed system in Port Authority of New York and New Jersey. In addition, Vaisala/SSI will integrate with other cooperative systems brought to us by Port Authority of New York and New Jersey. If any systems are not currently supported, Vaisala/SSI can perform custom engineering work to provide the integration.

(Ex. 4)

Experience and Qualifications

Historical Overview

Vaisala's origins date back to the 1930s when Professor Vilho Väisälä, Vaisala's founder and long-time managing director, invented some of the operating principles of a radiosonde. He sent the first Finnish radiosonde aloft in December 1931. After the first sounding, Väisälä continued with further development and tests until a radiosonde could be brought into production and deliveries started in 1936 which marks the beginning of Vaisala.

From a modest start, the company evolved to become a world leader in many measurement fields. Nowadays Vaisala employs over 1,400 people and exports 97 percent of its production to over 140 countries. Advanced technology, active research and development, and a high degree of specialization characterize all of Vaisala's businesses.

Vaisala/SSI was established in 1972 with the goal of designing, manufacturing, installing and servicing Road and Runway Weather Information Systems (RWIS) for the transportation industry. For over 35 years, Vaisala/SSI has been the predominant supplier of RWIS to the transportation industry in North America.

Prior to the formation of Vaisala/SSI, no domestic provider of RWIS existed, and only a few transportation officials were aware of the technology. Vaisala/SSI has been instrumental in raising the awareness of pavement weather monitoring technology and its use in transportation winter maintenance and highway operations throughout the world. As the demand for RWIS technology has grown, Vaisala/SSI has grown from a small entrepreneurial company to a world-recognized leader in RWIS technology that includes ITS applications.

Vaisala/SSI has RWIS installations in over 46 U.S. states, six Canadian provinces, and multiple European and Asian countries. These installations consist of over 2,500 weather stations that use a variety of communication types including direct wire, phone line, LAN, WAN, radio, radio/microwave, satellite, spread spectrum, fiber optics and CDPD.

Vaisala/SSI Business Experience

This project - providing, installing and supporting RWIS for the Port Authority of New York and New Jersey - is structured exactly within Vaisala/SSI's core business purpose and thus, does not present any conflict for Vaisala/SSI. Vaisala/SSI will assign this project to an experienced Project Manager who will be the single source of contact for the Port Authority during this project. The Project Manager will manage the Vaisala/SSI project schedule and coordinate with other Vaisala/SSI departments, subcontractors and supplies for the successful completion of this project.

Vaisala/SSI focuses our entire engineering effort on developing RWIS products and solutions for both the highway and airport markets worldwide. We are continually developing new technology and products for the RWIS industry, and offer these developments to the airport market on a regular basis. Over the last 36 years Vaisala/SSI initiated and cultivated RWIS technologies to its present high level. RWIS equipment is a standard tool with both highway and airport agencies globally. Vaisala/SSI is and always has been the primary pioneer of implementing RWIS technology worldwide.

Vaisala/SSI is very familiar with all of the hardware and software currently installed at the Port Authority RWIS remote ESS sites. Since Vaisala/SSI provided most of the equipment for the system, we are more familiar with the hardware and software than any other vendor - all the way down to the design level. Vaisala/SSI understands the importance that

the RWIS data has to the Port Authority, and the need for functional, accurate and reliable data for its users.

Vaisala/SSI presently maintains a facility in the St. Louis, MO area, and stocks a full inventory of RWIS repair equipment at this location. Vaisala/SSI also maintains an extensive service presence across the domestic United States. Vaisala/SSI is the current RWIS vendor for every state bordering Port Authority of New York and New Jersey and has an RWIS maintenance contracts with many of Airport, City, and DOT customers. In addition, Vaisala/SSI performs regular and unscheduled service maintenance on a time and material basis for many Airport RWIS systems.

Professional Development at Vaisala

At Vaisala we are convinced that companies and people, who are able to learn and develop the fastest, are the ones who will succeed in the future. Our success is dependent upon learning and development that strengthen competencies required in the future. Therefore we strive to nourish our employees and provide them with interesting and mutually beneficial development schemes.

We are committed to continuous learning and development. Our employees are encouraged to pursue professional and personal growth opportunities in order to be qualified and competent as well as motivated and innovative. Good results arise from global cooperation and self-directed team work.

Capable Personnel

Our competitive strength originates in our highly capable personnel. We continually focus on furthering the competence of our personnel in order to maintain our position as market leader. We encourage our employees to take the initiative to improve their capabilities, promoting an active approach to career planning. We have created great capacity-building opportunities by developing managerial skills and leadership in the company.

Training and Development Programs

We offer internal training programs in both personnel management and business skills. We also pursue versatile cooperation with universities and scientific communities. In addition, we support job rotation between our business units and offices in different countries.

Our professional development programs include:

- Vaisala Business Learning Program: A managerial training program tailored to current and future business area managers of Vaisala
- LEAD Program: A program in leadership development
- Mentoring
- Project management training
- Teamwork development programs
- Introduction to meteorology
- Education programs in hydrology and meteorology
- Customer service training
- Programs for business trainers
- Language and inter-cultural training
- New manager training

Staff training costs amounted to approximately EUR 1,300 per employee in 2009. Due to large variations in training days between staff members and shortcomings in the monitoring system, there is no precise overall statistic on the number or duration of training.

At Vantaa, for instance, the approximation for 2009 was 14 hours training per employee, disregarding internal and language training. In UK offices, supervisors used a total of 35 hours for training and employees had 18 hours training. Furthermore, Vaisala Inc. offers generous tuition reimbursements for bachelor's and master's degrees, and provides extensive internal training.

Training

EUR 1000	2005	2006	2007	2008	2009
Total	970	927	1,110	1,624	1,697
employee training cost					
Average	0.91	0.87	1.00	1.38	1.30
training cost per employee					

Additional details regarding training and development programs can be found in Vaisala's Corporate Responsibility report. The full report can be viewed at http://www.vaisala.com/files/Vaisala_Corporate_Responsibility_Report_2009.pdf.

Contract Objectives

Vaisala/SSI understands what is being requested in the Port Authority of New York and New Jersey RFP, and fully believes our company is suited to meet all of the objectives. A key objective of this contract is to ensure the existing ESS sites purchased and installed remain a viable system for the usage of Port Authority of New York and New Jersey and its data sharing partners. To do so, it is important that a company must have a clear understanding of the challenges this type of equipment and network can cause. A second objective is to assist in managing the continued growth of the ESS/RWIS network. The Port Authority of New York and New Jersey is the manager of airports where transportation is a key component in moving goods, services, and travelers to many parts of the world. At many airports, RWIS systems look basically the same as when they were first installed some twenty years ago. With any electronic and computer technology this is not a desired scenario, because overtime the needs of the users change and adapt to improved technology. If the RWIS system does not adapt and grow with the latest technologies, the users will become frustrated with the system and it will lose effectiveness. A final objective of a project such as this is ensuring the contractor awarded has a clear understanding of the expectations of the Port Authority. Providing reliable and timely service is one key element the contractor must understand to ensure the services are being completed correctly and on time. Vaisala/SSI is highly qualified to meet these objectives.

Below is only a summary of the major, active RWIS contracts Vaisala/SSI currently services and of which provides RWIS equipment/software/maintenance/data hosting and/cumulative RWIS Customer Service.

Alaska DOT	AK	Jack Sletted	Alaska DOT Chancellor, Alaska, AK 99501-7885	3132	907-551-2000 jack.sletted@alaska.gov	509,500.00	1/1/2006	3/1/2008	2011/5
Alaska DOT	AK	Jack Sletted	Alaska DOT Chancellor, Alaska, AK 99501-7885	3132	907-551-2000 jack.sletted@alaska.gov	509,500.00	1/1/2006	3/1/2008	2011/5
New Hampshire DOT	NH	Donna Marlar	Shimp Drive 18 Concord, NH 03302-4553	606-271-4462	603-271-4462 donnamarlar@state.nh.us	572,200.00	4/1/2007	3/31/2009	2011/5
Pennsylvania International Airport	PA	Tom Durkin	Lambert Terminal 4th Floor, Philadelphia, PA 19107	412-472-5072	412-472-5072	567,700.10	4/1/2006	4/1/2009	2011/5
City of Colorado Springs	CO	Jill Imelton	City of Colorado Springs City Center Court Colorado Springs, CO 80915	719-593-4208	719-593-4208 jillimelton@springs.gov	\$16,400.18	5/9/2006	4/30/2008	1/1
Indiana DOT	IN	Dennis Butler	Indiana Dept. of Transp. 6400 E. 38th Street Indianapolis, IN 46216	317-292-3454	317-292-3454 dbutler@indot.state.in.us	\$76,150.37	5/9/2006	4/30/2008	1/1
Alameda Hillsdale Airport	CA	James Hull	1500 Hilltop Loop Rd., Alameda CA 94507	404-486-2200	404-486-2200	\$36,046.78	6/1/2007	5/31/2008	1/1
General Mitchell International Airport	WI	Kathy David - Assistant Airport Operations Manager	General Mitchell Airport 5300 South Howell Ave. Milwaukee, WI 53207	414-747-4656	414-747-4656 kathydavid@milwaukee.gov	\$4,407.44	6/1/2006	6/30/2009	1/1
Metrolink - New York Trolley Authority	NY	Dennis Butler	Metrolink Dept. of Transp. 6400 E. 38th Street Indianapolis, IN 46216	317-292-3454	317-292-3454 dbutler@indot.state.in.us	\$3,407.50	6/28/2006	6/28/2008	1/1
City of Indianapolis & Marion County	IN	Doris White	300 N. Senate Ave. Indianapolis, IN 46204	317-527-4000	317-527-4000	\$37,102.71	7/1/2006	6/30/2008	2011/5
New Jersey DOT	NJ	Don Black	1000 Passaic Avenue Roseland, NJ 07068	908-590-6933	908-590-6933 don.black@dot.state.nj.us	\$103,713.40	7/1/2006	6/30/2009	1/1
Wisconsin DOT	WI	Steve Adams	Wisconsin Dept. of Transp. 1400 E. 70th Street, Room 301 Madison, WI 53707	608-228-7907	608-228-7907 steve.adams@dot.wisconsin.gov	\$107,207.86	7/1/2006	6/30/2009	1/1
Ohio DOT	OH	Alison Johnson	Ohio Dept. of Transportation Office of Administration Columbus, OH 43228	614-466-4000	614-466-4000 alison.johnson@dot.ohio.gov	\$67,805.04	8/1/2007	7/31/2008	2011/5
Wyoming DOT	WY	Markie On Loren	Wyoming Dept. of Transp. 6300 Rockwood Cheyenne, WY 82009-3248	307-473-3375	307-473-3375 markie.onloren@dot.wy.gov	\$24,140.00	9/1/2006	7/31/2008	1/1
City of Nashville - Metro Court Nashville	TN	Carri Purdy	Greater Nashville & Davidson County BPO 700 Smith Fifth Street, Nashville, TN 37206	615-259-1679	615-259-1679 carri.purdy@metrocourt.gov	\$17,104.27	9/1/2006	8/31/2008	1/1
Maryland State (State Highway Admin)	MD	Craig Felzer	Maryland State Highway Admin State Highway Admin Baltimore, MD 21201	410-472-8500	410-472-8500 craig.felzer@state.md.us	\$179,340.07	9/1/2006	8/31/2009	1/1
JFK Airport	NY	April Caspari	Port Authority of New York & New Jersey Madison Avenue New York, NY 10002	212-455-3763	212-455-3763 apcaspari@portnynj.gov	\$17,200.00	9/24/2007	9/25/2009	2011/5
JFK Airport	NY	April Caspari	Port Authority of New York & New Jersey Madison Avenue New York, NY 10002	212-455-3763	212-455-3763 apcaspari@portnynj.gov	\$30,530.24	9/24/2007	9/25/2009	2011/5
Lancaster	NY	April Caspari	Port Authority of New York & New Jersey Madison Avenue New York, NY 10002	212-455-3763	212-455-3763 apcaspari@portnynj.gov	\$28,294.12	9/24/2007	9/25/2009	2011/5
Westair International Airport	NJ	April Caspari	Port Authority of New York & New Jersey Madison Avenue New York, NY 10002	212-455-3763	212-455-3763 apcaspari@portnynj.gov	\$28,294.12	9/24/2007	9/25/2009	2011/5
Delaware DOT	DE	David Gray	Delaware Dept. of Transp. 147 Bank Square, Lansing Smyrna, DE 19877	302-659-4607	302-659-4607 dgray@delaware.gov	\$30,046.17	10/4/2006	9/30/2008	1/1
Division of Charge the Debts (Dept. of Transportation)	DC	Kajal Sengupta	Division of Charge the Debts 2000 14th Street, NW 20047 Washington, DC 20009	202-478-1453	202-478-1453 kajal.sengupta@dot.dc.gov	\$19,852.97	1/1/2008	1/31/2008	1/1

Indianapolis International Airport	IN	Scott Lawson	Indianapolis INT Airport 2000 S. High School Rd S. 10 Indianapolis, IN 46214	317-487-3000 slawson@indianapolisairport.com	\$54,676.00	01/2000	7/31/2011	3yr
Illinois Toll Highway Authority	IL	Scott Kaplan	Illinois Toll Hwy Authority One Authority Drive Downers Grove, IL 60515	630-241-6800, Ext. 3031 skaplan@tollhighway.com	\$195,730.45	10/1/2008	9/30/2011	3yr
Waco Executive Airport Authority	TX	Jerry McCord	Waco Executive Airport Auth One Terminal Drive Nashville, TX 76714-4184	817-275-1700 jerry_mccord@wacoairport.com	\$60,432.00	11/3/2008	11/20/2011	3yr
City of Chicago Streets Dept	IL	Robert Richardson	City of Chicago Streets & Sanitation City Hall, Room 704 121 N LaSalle St. Chicago, IL 60602	312-744-6000 robert.richardson@cityofchicago.org	\$20,570.01	01/1/2007	03/30/2012	5yr
Midway International Airport	IL	Tom Slattery	Midway International Airport 5757 S. Cicero Avenue Chicago, IL 60638	773-838-3000 tomslattery@midwayairport.com	\$95,897.40	01/1/2007	03/30/2012	5yr
O'Hare Airport	IL	George Lyden	PO Box 63170 Chicago, IL 60660	773-894-5201	\$270,627.45	01/1/2007	03/30/2012	5yr
Arizona DOT	AZ	Jon Lowell	Arizona Dept. of Transp 2302 W. Durango St. Phoenix, AZ 85009	602-712-7734 jlowell@adot.gov	\$1,606,528.63	01/1/2007	03/31/2012	5yr
South Carolina DOT	SC	Mark Hunter	South Carolina DOT Park Street Columbia, SC 29202	803-737-1900 mhunter@dot.state.sc.us	\$172,000.00	7/1/2006	03/30/2012	4 yr
UMT - Maryland Aviation Administration	MD	Greg Sisk	Maryland BWI Airport One Flow Terminal Building Baltimore, MD 21240-0768	410-856-7024 gsisk@bwiairport.com	\$22,851.00	12/1/2007	11/09/2012	3yr
Michigan DOT - Superior Region	MI	Dawn GeseleReich	Michigan Dept. of Transp. 1615 Third Ave. North East Lansing, MI 48825	508-786-1600 dawnre@dot.state.mi.gov	\$233,165.00	11/1/2008	10/31/2013	5yr
Wright-Patterson AFB	OH	Sandra Dupan	Wright-Patterson AFB OSD/SAM Bldg 206 Wright-Patterson AFB, OH 45433-5500	937-622-4600	\$41,016.00	11/1/2008	10/31/2013	5yr
McHenry County Hwy Dept.	IL	Mark DeRites	McHenry County Hwy Dept 614 W Main Road Woodstock, IL 60090	815-334-4070 mderites@mccountyil.net	\$10,000.00	1980	1980	2yr
Port of Portland International Airport	ME	Ashur Sewall	Portland INT Airport Yellowtail Avenue Portland, ME 04102	207-233-1733 ashur123@aol.com	\$10,000.00	10/6/2007	10/5/2009	2yr
Anne Arundel County Hwy Dept.	MD	David Ward	Anne Arundel County 1 Isaac Bureau at Road Annapolis, MD 21401	410-222-7321 dward@accounty.org	\$12,400.00	01/1/2000	02/28/2010	1yr
State of Vermont Dept. of Transportation	VT	Robert White - Director of Conned VT	State of VT Dept. of Trans. One N Main St Montpelier, VT 05602-3001	802-428-2864 robert.white@state.vt.us	PENDING	TBD	TBD	1 yr

Additional Vaisala Aviation Programs/References

Company Name Colorado Division of Aeronautics
Address 5126 Front Range Parkway Watkins, CO 80137
Contact Person T.K. Gwin
Phone No. (303) 261-4425
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide
AWOS Maintenance Program

Company Name Texas Department of Transportation - Aviation Division
Address 125 E. 11th Street; Austin, TX 78701
Contact Person Karon Wiedemann
Phone No. (512) 416-4520
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide
AWOS Maintenance Program, Statewide AviMet Data Link
Program

Company Name Minnesota Department of Transportation, Office of
Aeronautics
Address 222 East Plato Boulevard; St. Paul, MN 55107
Contact Person Robert Milton
Phone No. (651) 296-9250
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide
AWOS Maintenance Program, Statewide AviMet Data Link
Program

Company Name North Carolina Division of Aviation
Address 1560 Mail Service Center; Raleigh, NC 27699
Contact Person Jay Pate
Phone No. (919) 840-0112
Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide
AWOS Maintenance Program, Statewide AviMet Data Link
Program

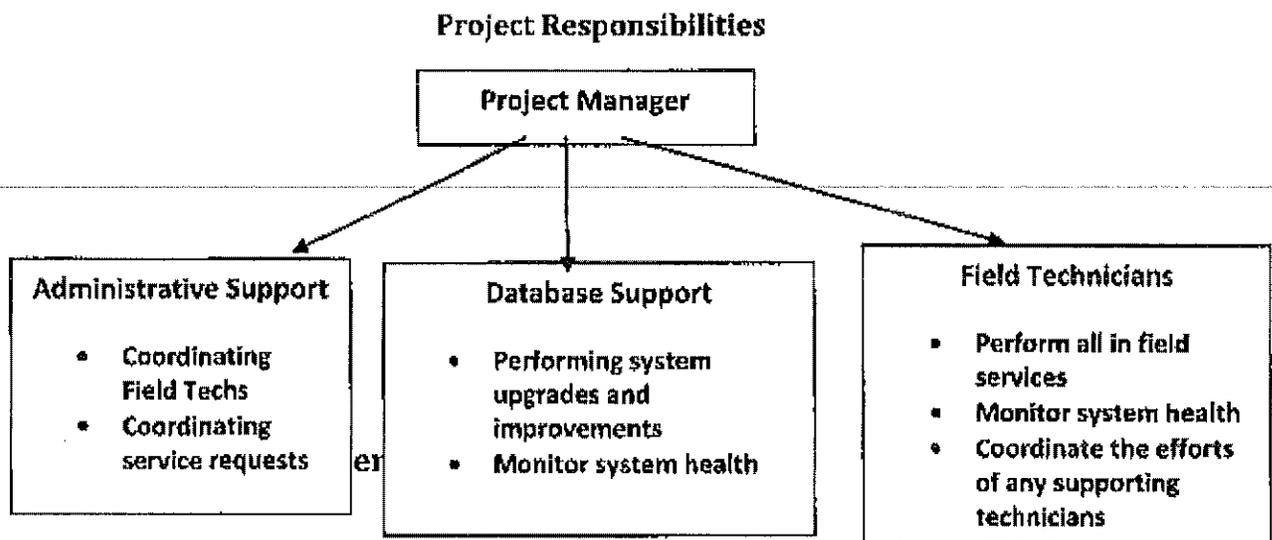
Company Name Illinois Department of Transportation, Division of
Aeronautics
Address 1 Langhorne Bond Drive; Springfield, IL 62707
Contact Person Robert Hahn
Phone No. (217) 524-1580
Product(s) and/or Service(s) Used: Statewide AWOS Upgrade Program, Statewide
AWOS Maintenance Program, Statewide AviMet Data Link Program

Contract Management Plan

If awarded the contract for this RFP, overall communication and responsibility of the Port Authority of New York and New Jersey contract will fall on the assigned Project Manager. The Project Manager will be responsible for scheduling and coordinating all other efforts within Vaisala/SSI. The Project Manager will provide regular reports to the Vaisala/SSI Director of Operations on the performance of the different individuals or teams involved with the project. The Director of Operations and the Project Manager will meet regularly to ensure that all portions of the Port Authority of New York and New Jersey contract is being met, that the Port Authority personnel are pleased with our efforts, and that overall responsiveness of Vaisala/SSI is meeting the needs of both Vaisala/SSI and Port Authority of New York and New Jersey. The Project Manager and their team of individuals will meet regularly to discuss action plans and any areas for improvement with respect to the state contract. The Project Manager assigned is the direct report for all key personnel involved on this contract; this means that they are managing ALL activities and day to day tasks of these individuals. This means the Project Manager has the authority to make sure items with respect to the contract are executed correctly and quickly.

Administrative and Operational Structure

For the Vaisala/SSI staff that reports to the Project Manager, they will be responsible for executing the tasks associated with the Port Authority of New York and New Jersey contract. The Administrative support person will coordinate the efforts and schedules of the Field Technicians. The Database/Network Support Technician will be responsible for completing all remote maintenance activities and overall health of the network. This person will also be responsible for setting up and new sites or software changes within the Port Authority of New York and New Jersey SCAN Web software. The primary and alternate Field Technicians will be responsible for executing all infield work and services. They will coordinate their travel with the needs of the state, and ensure that all service items are completed as quickly as possible.



Vaisala/SSI has a broad reach of staff in a variety of locations across the United States and around the world. The work for this project will be performed in the following locations:

Field Service Technician: Infield work will be performed at the airports of the Port Authority of New York and New Jersey with remote monitoring and diagnostic repair also being performed from St. Louis, MO office.

Administrative Support: Will be performed from Raleigh-Durham, North Carolina office..

Database/Network Support: Will be performed from our St. Louis, Missouri office.

Project Management: Will be performed from our Boulder, CO office.

PANYNJ Project Team

Key Vaisala/SSI personnel that will support, service and be accountable for the completion of each deliverable requested by the AIRPORT, and their related experience and qualifications are as follows:

Eastern Region Service Manager

Benny Borrelli – Vaisala/SSI Mid-South East Field Service Manager – based in St. Louis, Missouri

Benny has over 10 years of tenure with the Vaisala/SSI service department, and is experienced in maintaining and servicing both RWIS field equipment and SCAN Web servers. In addition, Benny has been involved in servicing the MODOT RWIS network; thus, he is already very familiar with all aspects of the AIRPORT RWIS system. Benny will lead all aspects of project management for this contract.

Field Technician 1

Eric Goodwin – Vaisala/SSI Field Support Specialist – based in New Jersey
Eric has over (3) years of tenure with the Vaisala/SSI service department, and is experienced in maintaining and servicing both RWIS field equipment and SCAN Web servers. Eric has experience on RWIS systems along the entire Eastern coast of the US, and the surrounding areas. Eric is an existing Port Authority RWIS technician and will assist the service and maintenance efforts in the field for this contract as required.

Field Technician 2

David Smock – Vaisala/SSI Field Support Specialist – based in Maryland
David has over 9 years of tenure with the Vaisala/SSI service department, and is experienced in maintaining and servicing both RWIS field equipment and SCAN Web servers. David has experience on RWIS systems along the entire Eastern coast of the US, and the surrounding areas. David is an existing Port Authority RWIS technician and will assist the service and maintenance efforts in the field for this contract as required.

David has had security training at several airports including Dulles and BWI airports regarding security procedures, airfield operations, etc. David also holds Escort endorsements for many airports. David is a licensed pilot, Private w/Instrument Rating, Single Engine Land, and Complex aircraft rated. David has been involved in aviation weather since 1987 and RWIS since 2000.

David has assisted in many AWOS installations and satellite delivered weather data for pilots/flight crews. Prior to David's RWIS career experience, he has held past/previous positions that required work at Port Authority airports including Teterboro and Stewart. David installed the flight weather system for the C5 airbase on Stewart (mid 90's) "the hudson valley haulers" as well as many other airports and military bases across the USA.

Field Technician 3 (Alternate/Back-up Field support)

Tim Henry – Vaisala/SSI Field Support Specialist – based in Indiana

Tim has over 3 years of tenure with the Vaisala/SSI service department, and is experienced in maintaining and servicing both RWIS field equipment and SCAN Web servers. Tim has experience on RWIS systems in Illinois, Tennessee, Iowa, City of Chicago, and Indiana. Tim will assist the service and maintenance efforts in the field for this contract as required as an alternate/back-up support technician.

Phil Bragg – Vaisala/SSI Field Support Specialist – based in Maryland

Phil has over 5 years of tenure with the Vaisala/SSI service department, and is experienced in maintaining and servicing both RWIS field equipment and SCAN Web servers. Phil has 24 years of telecommunications experience and as a factory warranty representative. Phil has experience on RWIS systems in Maryland, Pennsylvania and the surrounding areas. Phil will assist the service and maintenance efforts in the field for this contract as required as an alternate/back-up support technician.

Mark Levi – Vaisala/SSI Field Support Specialist – based in Ohio

Mark has over 13 years of tenure with the Vaisala/SSI service department, and is experienced in maintaining and servicing both RWIS field equipment and SCAN Web servers. Mark has experience on RWIS systems in Ohio river valley and the surrounding areas. Mark will assist the service and maintenance efforts in the field for this contract as required as an alternate/back-up support technician.

Database/Communications/Network Support Technician

Steve Welton – Vaisala/SSI Technical Service Support Specialist – based in St. Louis, Missouri

Larry has over 30 years of tenure with the Vaisala/SSI service department, and is experienced in technical support of all aspects of Vaisala/SSI RWIS hardware, software, and ITS communications. Steve's vast experience as a senior member of the Vaisala/SSI Service team and his knowledge of the existing RWIS program provides a solid foundation to Vaisala/SSI's maintenance support team. Steve will be tasked to provide inside technical support for this contract, and will be available as required to back up the field technicians.

Steve is already very familiar with the IT requirements of the AIRPORT RWIS system, and presently supports Benny and other Vaisala/SSI field technicians with all SCAN Web database service related problems.

Larry Koenig - (Database/Network Support Technician/Field Technician-Alternate)
Vaisala/SSI Technical Service Support Specialist - based in St. Louis, Missouri

Larry has 9 years of tenure with the Vaisala/SSI service department, and is experienced in technical support of all aspects of Vaisala/SSI RWIS hardware and software. He has 17 years total experience in electronic maintenance, and holds an associate degree in computer science. Larry will be tasked to provide inside technical support for this contract, and will be available as required to back up Brian. Larry is already very familiar with the IT requirements of the AIRPORT RWIS system, and presently supports Benny and other Vaisala/SSI field technicians with all SCAN Web database service related problems. Larry's vast system experience will be used to assist the service and maintenance efforts in the field and internally for this contract as required.

Administration Support

Melissa Harlan - Vaisala/SSI Service Administrator - based in Raleigh Durham, North Carolina

Melissa has 3 years experience with the Vaisala/SSI service department, and is experienced in coordinating with customers and technicians to accomplish support and maintenance related tasks. Melissa coordinates all RWIS commissioning and training, and also handles work orders and direct customer support. Melissa will provide all service related administration efforts for this contract as required.

Training Support

Scott Goldman - Vaisala/SSI Customer Service Specialist - based in St. Louis, Port Authority of New York and New Jersey

Scott has 3 years experience as the trainer for Vaisala/SSI RWIS hardware and software. He has 8 years total experience in customer service of RWIS, technical support and troubleshooting systems. Scott holds a degree in computer electronics. Under this contract Scott will provide any training requested for the RWIS network.

Resumes for the above individuals are included in Appendix A.

Contract Service Communications

Like with any project or contract, proper communications are critical to the success of the project. Vaisala/SSI proposes the following communication methods will be followed:

Visits: Vaisala/SSI Sales staff and Project Manager will make a minimum of one annual visit to the Port Authority of New York and New Jersey for the purpose of discussing the status of the contract. If the Port Authority desires more frequent visits for this purpose Vaisala/SSI is willing to accommodate. In addition, the field technician will perform periodic visits with Port Authority of New York and New Jersey staff on an as needed basis throughout the contract.

Regular Teleconferences: Vaisala/SSI Project Manager and staff can perform regular conference calls with the Port Authority of New York and New Jersey on a schedule to be determined by Vaisala/SSI and the Port Authority of New York and New Jersey.

Regular Status Report: Vaisala/SSI Project Manager and staff will deliver regular weekly status reports on a schedule to be determined by Vaisala/SSI and the Port Authority of New York and New Jersey.

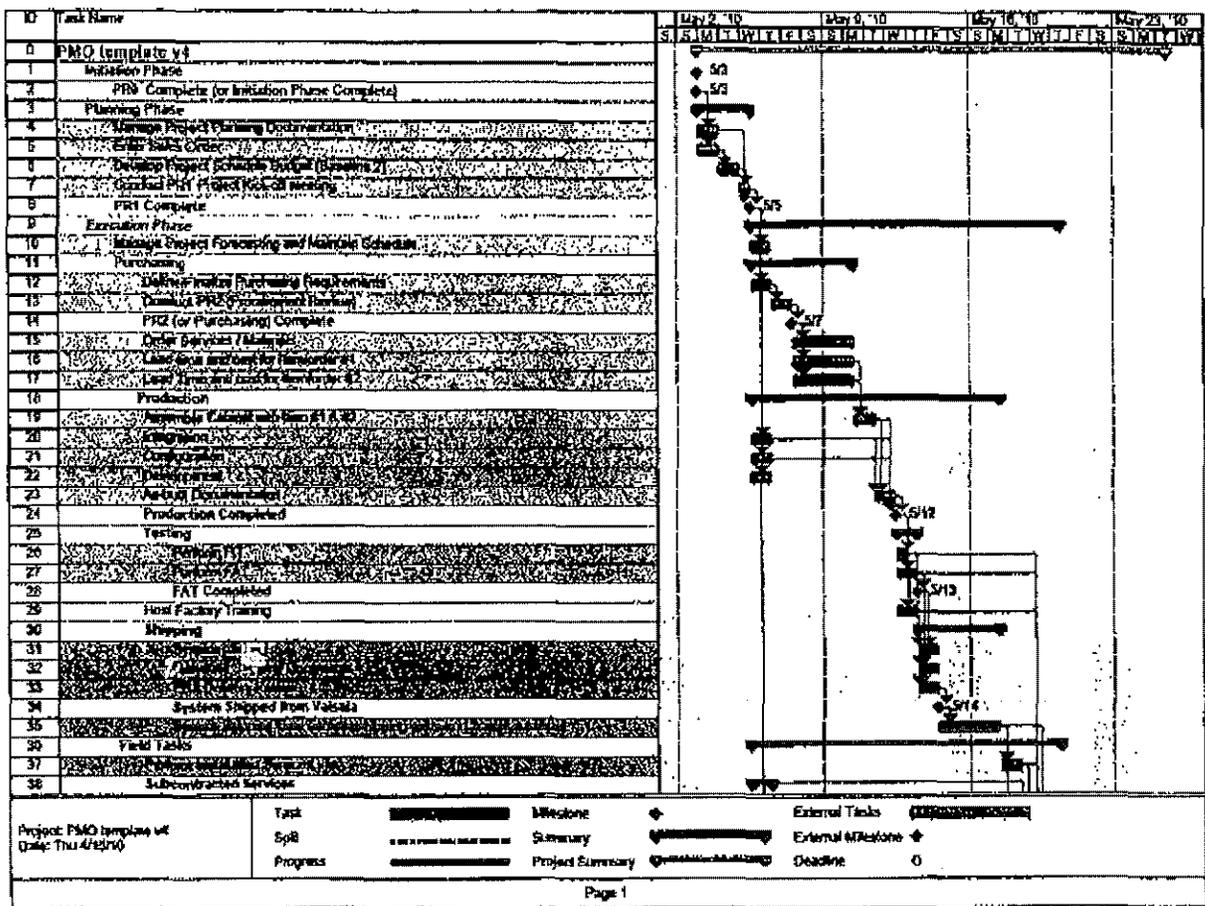
As Needed Communications: Vaisala/SSI has a very strong 24 hour response policy for both internal and external emails and phone communications. Vaisala/SSI Project Manager and staff will make every effort to communicate via telephone and/or email any necessary information or responses to requests from Port Authority of New York and New Jersey's staff.

Vaisala/SSI Department Assignments

The table below provides a description of the various units that will be assigned to the Port Authority project. The project management office (PMO) team will manage the PANYNJ contract implementation utilizing a similar Gant chart format.

Department	Function
Sales/Project Management	Work in conjunction with the PANYNJ Project Engineer, both in person and using other communications means to ensure timely and quality completion of the project; serve as the Port Authority's main contact to Vaisala/SSI for all issues related to the RWIS; manage and work with subcontractors to ensure that commitments are met in a timely and quality manner.

Order Fulfillment	Manage and work with vendors providing specialized components and products for the project; build, configure, test and deliver all RWIS equipment provided to the Port Authority.
Engineering	Develop any unique solutions required for the PANYNJ's RWIS and support Vaisala/SSI's off-the-shelf RWIS; provide support for contractors.
Customer Service	Provide support for the installation subcontractor; provide field technical expertise for commissioning newly installed systems; provide technical training instruction; provide on-going warranty and maintenance/support services; perform system administration functions as required.
Training	Provide installation and technical maintenance training to subcontractors and Port Authority's staff; provide user training to airport runway operations and maintenance personnel.



For project deliveries, Vaisala/SSI has a dedicated Project Management Office (PMO) to monitor and manage our project deliveries. The PMO is involved throughout the entire delivery process to ensure projects are delivered on time, on budget, and to our customers' specifications. Our project process includes a number of key milestones to ensure the success of our project from the time the project is handed over to the PMO for delivery until the time the project is completed the customer accepts delivery.

To manage projects, the PMO utilizes Microsoft Project 2007 and Microsoft Project Server. MS Project 2007 is a powerful tool that brings together cost, schedule and resource tools into a single, integrates system. This software is helpful in understanding the relationship and dependencies between activities (or tasks) in a project and how each affects the overall project. MS Project server is software package that is used to understand the entire project portfolio. MS Project Server allows the PMO to manage the entire project portfolio and ensure information can be shared within the PMO and entire organization if needed.

By having a dedicated PMO and the correct software tools to manage projects, Vaisala is suited to accommodate these types of complex a demanding projects.

Contractor Identity Check/Background Screening

It is the policy of Vaisala/SSI to conduct pre-employment background investigations on all candidates offered a position within the company which meet the requirements of this RFP. Initial job offer letters presented to the employee candidates are contingent upon the successful completion of the background investigation. A background screening is performed on social security number, education, employment history, criminal history and motor vehicle records. In the event the candidate is offered a position with financial responsibility, a background screening is also performed on the candidate's credit history. The investigation verifies what the candidate documented on their submitted resume and employment application and is performed by a third party comprehensive screening service organization. Routine background screenings are performed on field base technicians as standard policy and based upon individual customer requests.

Acknowledgement of Addenda

Vaisala/SSI acknowledges all Addenda to the RFP specifications for this project. Signed copies of the Addenda's are included in Appendix B.

Acceptance of Standard Contract Terms and Conditions

Vaisala/SSI's entire proposal and maintenance support solution is based upon our acceptance of the Port Authority of New York and New Jersey RFP Standard Contract Terms and Conditions. Vaisala/SSI provides a fully compliant proposal to the Port authority of New York and New Jersey.

Appendix A - Vaisala/SSI Personnel Resumes

Appendix C - Proposer Prerequisites

Vaisala/SSI would like to provide the following financial information per the RFP requirements. The Remainder of the Vaisala/SSI financial data can be found in our Annual Report. Vaisala's 2009 Annual Report can be found at http://www.vaisala.com/files/Vaisala_financial_report_2009.pdf.

FEDERAL ID: (Ex. 1)

D & B: 04-559-3308

Nordea Bank PLC
437 Madison Avenue
New York, NY 10022
Phone: 212-318-9367

BANK REPRESENTATIVE: Alan Reid

Benny A. Borrelli

Mid-South and Acting East Field Service Manager

Professional Experience Summary

Over 20 years experience maintaining and repairing electronic equipment.

2010-Present	Mid-South and Acting East Field Service Manager, Vaisala, Inc.
2007-2010	System Support Specialist, Quixote Transportation Technologies, Inc.
2001- 2007	Field Service Engineer – New England Region, Surface Systems, Inc.
1994-2001	Senior Electronics Technician, Safety Instruments, Inc.
1993-1994	Associate Technician, Positive Air, Inc.
1992-1993	Technician, RDI Computer Corporation
1988-1991	Senior Quality Assurance Inspector/Reactor Operator, US Navy, U.S.S Long Beach CGN-9

Academic Background

- 1986-1990 US Navy Schools: Basic Electricity and Electronics School and Electronics Technician "A" School (Great Lakes, IL); Naval Nuclear Power School (Orlando, FL); Prototype S7G, Nuclear Power Plant Operation (Ballston Spa, NY); Electronic Technician Maintenance School, Nuclear Power (Bangor, WA)

Responsibilities with Vaisala, Inc.

- Manage field service technicians within the mid-southern region of the United States.
- Manage in-house service technicians and support personnel, including day-to-day operations.
- Manage personnel responsible for RWIS commissioning, maintenance and repair services.
- Interface with installation contractors to ensure all items are completed prior to commissioning and acceptance.
- Serve as the primary contact for customers with system service/maintenance related issues.
- Manage the fulfillment of the system warranty.
- Manage the on-going maintenance of RWIS covered by service contracts in designated region.
- Manage performance of preventative maintenance, system monitoring, and verification services provided under service contract.
- Provide technical support for Field Service Specialists.
- On-site troubleshooting and installation of RWIS hardware and software equipment.

David Westphal
Systems Support Specialist

Professional Experience Summary

34 years experience in manufacturing and repairing electronic equipment.

- 2010-Present Systems Support Specialist, Vaisala, Inc.
1992-2010 Electronic Bench Tech, Quixote Transportation Technologies, Inc.
1976- 1992 Various positions with four employers: experience in repairing Mainframe/ Terminal equipment, medical imaging equipment, and consumer electronics; experience in engineering prototyping, shipping, receiving, and building maintenance.

Academic Background

- Associates in Computer Engineering Technology

Responsibilities with Vaisala, Inc.

- Tech support for Field Technicians.
- Tech phone support for customers (install and troubleshooting of designated equipment).
- Refurbish equipment sent from the field to be reused.
- Manufacturing test of new assemblies.
- Repair equipment sent in by customers.
- Various duties from sales, marketing, service, and engineering as needed.

David A. Smock
Senior Field Support Specialist

Professional Experience Summary

23 years experience in weather safety equipment, management, data/communication technologies and customer service.

2010-Present Senior Field Support Specialist, Vaisala, Inc.
2008-2010 Senior Field Support Specialist, Quixote Transportation Technologies, Inc.
2000-2008 Field Support Engineer, SSI/Quixote Transportation Technologies, Inc.
1996-2000 Customer Service Manager, Genesis Computers, Inc.
1987-1996 Installation Technician/Company Pilot, Pan Am Weather Systems, Inc.

Additional Skills

- Direct Field Support Specialists to improve and resolve outstanding concerns/issues
- Maintain assigned territory concerning equipment repairs/replacements.
- Perform site surveys & commissioning of proposed & new sites
- Radio/Broadcasting Personality

Academic Background

Attended Indiana State University, 1977 thru 1981

- Double major in Professional Flight & Management
- Minor in Communication
- Slot Four Pilot, ISU Flying Sycamores & Intramural Sports Coach

Responsibilities with Vaisala, Inc.

- Manage day-to-day operation of field technicians.
- Manage personal schedule of for RWIS commissioning, maintenance and repair services.
- Interface with installation contractors to ensure all items are completed prior to commissioning and acceptance.
- Act as primary contact for Field Support Specialists in assigned territory.
- Manage the fulfillment of the system warranty.
- Manage the on-going maintenance of RWIS covered by service contracts.
- Manage performance of preventative maintenance, system monitoring, and verification services provided under service contract.

Eric Goodwin
Field Support Specialist

Professional Experience Summary

2010-Present	Field Service Engineer/Field Support Specialist, Vaisala, Inc.
2007-2010	Field Service Engineer/Field Support Specialist, Quixote Transportation Technologies, Inc./SSI.
2001-2007	Field Service Engineer III, Qualex/Eastman Kodak
2001-2001	Field Service Engineer, Tencarva Machinery
2000-2001	Customer Service Engineer II, Bell and Howell Mail and Messaging Zenith Data Systems
1998-2000	Commercial Teller, Bank of America

Engineering Skills

- Component level troubleshooting
- Computer hardware/ software configuration
- Local area network troubleshooting
- Instrument calibration
- Schematic/blueprint interpretation

Additional Skills

- Manage assigned territory and prioritize service calls
- Proficient with Windows 95,98,NT,XP,Microsoft Office, Mac OsX, AutoCAD

Academic Background

AAS, Electronics Engineering Technology, ITT technical Institute, Norfolk, Virginia 2000

Responsibilities with Vaisala, Inc.

- Assist in company wide efforts to identify and evaluate all critical systems.
- Collaborate with internal and external clients to conduct in-depth compliance audits and testing, presenting all results to senior management.
- Provide comprehensive remote and on-site support to clients including; Radio communications, CDMA modems, Fiber Optic, Dial-up and direct network links
- Provide on-site repairs and preventative maintenance on RWIS equipment
- Interface with sales, contractors and clients on a regular basis
- Work closely with and maintain a good working relationship with clients
- Maintain adequate parts inventory to provide timely service
- Provide customer service and hardware service above the clients expectations
- Identify equipment and site problems and correct or report often before the client notices the problem
- Remotely check system status on a routine basis
- Provide weekly system status reports for all Service Contract clients
- Interface with contractors and clients to ensure all parts have been received and provide technical support during installation

Jeffrey Leezer
Field Support Specialist

Professional Experience Summary

10 years experience in field service, installation and repair of electronics and electrical systems.

2010-Present	Field Support Specialist, Vaisala, Inc.
2006-Present	Field Support Specialist, Quixote Transportation Technologies, Inc.
2003-2006	Commercial/Residential Electrician, Tradesource, Inc.
2001-2003	Electronic Sales Associate, Best Buy
2000-2003	Commercial/Residential Electrician, Vaccaro Electric

Additional Skills

- Direct customer interaction and support of electronics and electrical equipment
- Building and troubleshooting down to component level of AC/DC circuits
- Building and tearing down computers
- Reading schematics of electronics and electrical systems
- Knowledge of the principles of electricity and formulas
- Three Phase and Single Phase circuits
- Operation of Hydraulic and Arlel equipment
- Programming of computer equipment
- Familiar with DOS and Windows operating systems

Academic Background

Associates Degree In Electronics Engineering and Technology- Pittsburgh Technical Institute,
Oakdale, Pennsylvania

- Major: Electronics Engineering
- Minor: Electrical

Responsibilities with Vaisala, Inc.

- Install, maintain and repair of Nu-Metrics brand products, RWIS and PCS stations
- Customer support for RWIS and PCS stations
- Maintain a status report and provide to customer for all Penn DOT RWIS stations
- Provide quotes of future jobs for sales
- Provide 24/7 Tech Support for PCS and Hi-Star equipment
- Provide technical assistance to internal employees

Jim Crafts
Field Support Specialist

Professional Experience Summary

14 years as a Field Service Engineer concentrating in electronics
3 years experience supporting RWIS platforms.

2010-Present	Field Service Engineer/Field Support Specialist, Vaisala, Inc.
2007-2010	Field Service Engineer/Field Support Specialist, Quixote Transportation Technologies/Surface Systems, Inc.
1996-2007	Field Service Engineer, Qualex /Kodak

Additional Skills

- Direct customer involvement maintaining and repairing RWIS locations.

Academic Background

Associates Degree of Applied Science Electronic Engineering – Community College of Rhode Island

Responsibilities with Vaisala, Inc.

- Provide comprehensive remote and on-site support for domestic customers
- Provide product and field sales support for key accounts of all sizes.

Larry Koenig

Customer Service Specialist

Professional Experience Summary

20 years experience in Quality Assurance, Management, Military/Industrial Aircraft technologies, Roadway Weather Information Systems and customer service.

2010-Present Customer Support Specialist, Vaisala, Inc.
2001-2010 Customer Support Specialist, Quixote Transportation Technologies, Inc.
1999-2001 Project Manger Sales, Surface Systems Inc.
1994-1999 Quality Assurance Representative, QA Inspector, Branch Manager, US Navy
1990-1994 Aviation Electrician, and Shop Supervisor, US Navy

Additional Skills

- Direct customer involvement to improve and resolve outstanding concerns/issues
- Quality assurance of product appearance, packaging, and inspection
- Management of corrective action procedures
- Total Quality System trained
- Expert using; MS: Excel, Word, Access, Power Point, Project, and Visio
- Advanced Graphic Skills: Adobe Photoshop, Adobe Illustrator
- Multiple OS Capable: Linux, MAC OSX, M598-Windows 7
- Outstanding leadership abilities; able to coordinate and direct all phases of project-based efforts while motivating and leading project teams

Engineering Skills

- Proficient Technical writer, creating, maintaining and updating technical documentation.
- Track record of increasing responsibility in secure network design and systems analysis
- Experienced leading all stages of system development, including requirements definition, design, and implementation.
- SQL Database Administration, from MSSQL6.0-MSSQL8.0
- Network Administrator, Cisco Certified Network Professional
- Server Admin, MS NT 4.0-MS2008. Microsoft Certified System Engineer(2000-2003)

Academic Background

- Basic electric and electronics trained(US Navy AE "A" School)
- AVI-C7 Advanced Avionics
- Naval Instructor School

- Associates degree in Computer Science, with a strong Network Design concentration
- Bachelors of Arts in Business Administration (In progress)

Responsibilities with Vaisala, Inc.

- Assist the company-wide efforts to identify and evaluate all critical systems.
- Collaborate with internal and external customers to conduct in-depth compliance audits and penetration testing, presenting all results to senior management.
- Provide comprehensive remote and on-site support for domestic and international customers including; Tier-I, Tier II, Radio, and CDMA support for LAN/WAN products and sales support for key accounts of all sizes.
- Provide Server Support for SQL Server, and Window NT platform Servers.
- Provide Technical Support for all customers associated with projects.

Internal Customers:

1. Sales: Assist sales with pre-sales support, read-through the validity of all sales and equipment.
2. Engineering: Perform bug checking and system set-up for the engineering team to utilize for system qualifications; SQL Database development, stored procedure, triggers, custom reporting.

External Customers:

3. Contractors, Venders, Distributors: Provide project support, and management for these customers, as well as remote support for the set-up and use of equipment sold through them
 4. Field Service Engineers: Assist the field engineers with project and network support. Provide hardware recommendations, as well as software set up.
 5. Consulting Firms: Provide specific support to these firms to interface our equipment to third party equipment.
- Manage day-to-day operation of field Servers, and in-house RWIS Servers.
 - Interface with installation contractors to ensure all items are completed prior to commissioning and acceptance.
 - Act as primary contact for customers with system service/maintenance related issues and for customer installation questions.
 - Assist in de-bugging software related to the SCAN Web software package.

Mark Levi
Field Support Specialist

Professional Experience Summary

Field Service Engineer, January 2010 to Present
Vaisala, Inc.

Field Service Engineer, August 1996 to January 2010
Quixote Transportation Technologies/SSI

Aerospace Ground Equipment Technician, August 1992 to March 2001
Ohio Air National Guard, Blue Ash Air National Guard Station
Cincinnati, Ohio

Computer Graphics Apprentice, January 1993 to June 1996
Command Corporate Presentations, Columbus, Ohio

Circuit Board Assembler, August 1993 to January 1994
Toledo Scale, Worthington, Ohio

Aerospace Ground Equipment Technician, August 1988 to August 1992
United States Air Force

Engineering Skills

Experience analyzing, repairing and setting up:

- | | |
|-------------------------|----------------------------------|
| - Electronic components | - Electrical wiring |
| - Circuit boards | - Control Devices |
| - PC software | - PC hardware |
| - Communications | - Solar power and battery backup |

Experience using:

- | | |
|------------------------|---|
| - Multimeters | - Watt meters |
| - Oscilloscopes | - Surge protection equipment |
| - Hand and power tools | - Frequency counters |
| - Electronic devices | - Sensor test and calibration equipment |

Experience installing, troubleshooting and repairing:

- | | |
|--|---|
| - Surface sensors | - SP, ESP, ESS, Linux Remote weather stations |
| - Atmospheric sensors | - PC workstations |
| - Color cameras | - Windows Network Servers |
| - Visibility sensors | - Traffic counters |
| - Military support equipment (Generators, compressors, etc.) | |

Additional Skills

- **Platforms:** PC's - Microsoft Windows 95, 98, XP Professional, Vista and Linux Servers - Windows NT, 2000 and 2003
- **Software applications:** Virus software, firewalls, Microsoft Office, Peoplesoft, Oracle
- **Networking and communication:** TCP/IP, PPP, Ethernet, VPN, modem, wireless network and radio

Academic Background

Columbus State Community College, Columbus, Ohio

Associate of Applied Science Degree

Major: Electronic Engineering Technology

Graduation Date: August 1998, G.P.A. 3.8 (on a 4.0 scale) in major

Community College of the Air Force

Associate of Applied Science Degree

Major: Aerospace Ground Equipment Technology

Graduation date: March 1997

Responsibilities with Vaisala, Inc.

- Service and maintain all RWIS weather equipment for the Department of Transportation and airports in the Midwest
- Contact and schedule maintenance with customers
- Setup and prioritize maintenance of T/M and Service Contract work
- Maintain and keep track of expenses, company vehicle, and inventory
- Document all work, time, and parts used for each job

Awards

- Honorable Discharge – United States Air Force and Ohio Air National Guard
- Air Force Good Conduct Medal
- Air Force Achievement Medal
- Veteran (Operation Deny Flight - Bosnia, and Operation Desert Storm)

Melissa Harlan

Eastern Region Customer Service Administrator

Professional Experience Summary

Over 2 years experience in customer service.

2010-Present	Customer Service Administrator, Vaisala, Inc.
2008-2010	Customer Service Administrator, Quixote Transportation Technologies, Inc.
2002-2008	Loss Prevention Manager, Belk
1999-2002	Internal Investigations Supervisor, Paramount Carwinds

Additional Skills

- Develop and administer a system utilizing the PeopleSoft Database to ensure all calls are reported in a timely manner so the customer is invoiced promptly after the call is completed
- Microsoft Word, Excel
- PeopleSoft, Oracle

Responsibilities with Vaisala, Inc.

- Provide customer service support for the Eastern region of the United States.
- Responsible for projects, contracts and services in 25 states.
- Handle daily service related issues with customers and field service technicians.
- Scheduling and administration needs for 12 Service Technicians.
- Manage inventory for 12 Field Technicians.
- Provide service contract pricing for Eastern region customers.
- Coordinate installation projects with our subcontractors.
- Coordinate commissioning schedules with our Field Technicians and customers.

Phil Bragg
Field Support Specialist

Professional Experience Summary

25 years experience in the telecommunications industry, including 20 years experience repairing/maintaining various types of telecommunications equipment as a factory authorized warranty specialist. 25 years experience in the customer service industry. 8 years experience working with DOTs including 6 years experience with RWIS.

2010-Present	Field Service Engineer/Field Support Specialist, Vaisala, Inc.
2004-Present	Field Service Engineer/Field Support Specialist, Quixote Transportation Technologies/Surface Systems, Inc.
1994-2004	Telecommunications Technician, Communications Electronics, Inc.
1990-1994	Telecommunications Technician, Service Manager, Americom
1987-1990	Telecommunications Technician, Bell Atlantic Mobile Systems, Inc.
1985-1987	Telecommunications Technician, University of Maryland

Additional Skills

- Work directly with customers and maintain an excellent working relationship on a daily basis to resolve service issues as quickly and efficiently as possible.
- Have consulted on and designed complex systems to meet customer's specifications involving GPS and cellular equipment and highly customized installations in various vehicles (emergency, fleet, and private) and in various facilities.
- Involved in proprietary projects that required customized solutions including RF, digital, analog and optical technologies.
- Received several "Team Leader" awards while at Americom as Service Manager of one of the largest installation/repair facilities in the state of Maryland.
- Received training from cellular telephone and two-way radio manufacturers that resulted in past employers becoming "Warranty Authorized Repair Centers", including Motorola (to component level), Nextel, EF Johnson, Hughes Electronics, Noika, Sony/Ericsson, NovAtel, OKI and several others.

Academic Background

Electronic Engineering Technology Diploma (A.A. Degree Equivalent), Radio-Electronics-Television-Schools (R.E.T.S), Baltimore, Maryland

Certified Electronic Technician, CET

Responsibilities with Vaisala, Inc.

- Install, repair, test and service equipment in field locations
- Review work orders, related manuals and schematic diagrams applicable to each service assignment and verify system operation.

- Provide weekly reporting for all contracted customers and maintain reports for all systems in area of responsibility
- Evaluate system performance; troubleshoot/test components and repair/replace sensors and/or processing units and related equipment.
- Provide preventative and corrective maintenance on all service contract accounts.
- Consult with in-house customer service, sales and engineering staff to resolve unusual problems in system operation and maintenance.
- Advise management regarding customer satisfaction, product performance and suggestions for product improvements.
- Maintain sufficient inventory levels for servicing equipment.
- Process all paperwork as required in a timely fashion.
- Maintain company vehicle and expense budget.
- Perform other duties as required and assigned by Senior Support Specialist and/or the Service Manager.

Scott Goldman

Technical Support Specialist/Training Specialist

Professional Experience Summary

10 years experience supporting RWIS platforms.

2010-Present	Trainer/Technical Specialist, Vaisala, Inc.
2000-2010	Trainer/Technical Specialist, Quixote Transportation Technologies/Surface Systems, Inc.
1998-2000	Analyst Level II, Aspeon Solution
1994-1997	Network Administration/Applications Specialist, Independent Dealer Services

Academic Background

Diploma in Computer Sciences – Vatterott College

Responsibilities with Vaisala, Inc.

- Travel to customer sites to conduct classroom and field training.
- Develop training classes for end users for Software and technical training for technicians.
- Provide customer service support.
- Handle daily service related issues from customers and Field Service Technicians.
- Onsite troubleshooting and installation of RWIS hardware and software equipment.
- Supervisor of eight QTT internal support technicians.

Steve Welton

Senior Support Specialist

Professional Experience Summary

30 years experience supporting RWIS platforms.

2010-Present	Senior Technical Support Specialist, Vaisala, Inc.
1992-2010	Senior Technical Support Specialist, Quixote Transportation Technologies, Inc.
1987-1992	Manager – Service Department, Surface Systems, Inc.
1981-1987	Domestic and International Field Service/Technical Support Specialist, Surface Systems, Inc.
1979-1981	Production Department, Surface Systems, Inc.
1975-1979	Bio-medical Technician, Environmental Systems Technician, Telecommunications Technician, St. Johns Mercy Medical Center – St. Louis, Missouri

Engineering & Additional Skills

- **Platforms:** DOS, Microsoft Windows, SCO Unix, SCO XENIX, HPUX
- **Networking Technologies:** TCP/IP, IPX/SPX, Ethernet, Token Ring, VPN, SSH
- **Languages:** UNIX Shell Scripting, C, Basic
- **Applications:** Norton Firewall and Ghost, McAfee/Norton Virus Protection Utilities, Microsoft Office, and Microsoft FrontPage
- Engineering research and design of the SSI surface sensor Type E and FP 2000.
- Experience designing interface for digital/analog signals to two-way radio networks
- Engineering testing of new hardware products; testing of new weather instruments and measuring equipment
- Telecommunications experience in Telco switch operations and repair; experience with POTS, T1 3002 leased line
- **RF Communications:** Extensive knowledge of two-way radio and radio systems as used for voice and data communications. Maintained a system of 4 trunk repeaters and 400 mobile radios.
- **Electronic circuits:** Component level troubleshooting of electronic equipment
- **FCC Licensing:** Maintains FCC General Radio license and experience in FCC radio licensing procedures; maintains an Amateur Extra Class Radio license and member of APCO
- **Environmental:** Maintained absorption chillers, AHU and Emergency Generators
- **Health & Safety:** FEMA ICS 1,3,7 Missouri SEMA First Responder with Eureka Fire Search and Rescue training CPR-AED, Trauma 1 Disaster Assessment and Large Animal Rescue

Academic Background

Associates Degree of Applied Science in Electronics – Linn Technical College, Linn Missouri

Associates Degree of Applied Science in Computers – Linn Technical College, Linn Missouri

Responsibilities with Vaisala, Inc.

- Collaborate with internal and external customers to conduct in-depth compliance audits and penetration testing, presenting all results to senior management.

-
- Provide comprehensive remote and on-site support for domestic and international customers including; Tier-I, Tier II, Radio, and CDPD support for LAN/WAN products and sales support for key accounts of all sizes.
 - Manage day-to-day operation of field technicians, in-house technicians, training and service administration.

Timothy Henry
Field Support Specialist

Professional Experience Summary

2010-Present Field Service Engineer/Field Support Specialist, Vaisala, Inc.
2006-2010 Field Service Engineer/Field Support Specialist, Quixote Transportation Technologies, Inc.
1993-2005 Self Employed, Advantage Computers Sales and Service
1989-1993 Engineering Technician II-IV (promoted to highest technician level in 1992), Zenith Data Systems
1988-1989 Computer Technician II – Service Department, Zenith Data Systems
1986-1988 Test Equipment Technician II, Control Data Corporation
1978-1981 Fixed station Microwave Radio Repairman/Mobile Microwave Radio Team Leader, United States Army

Engineering Skills

- Proven track record of computer and electronic systems troubleshooting, repair and maintenance
- Excellent ability to provide technical telephone assistance
- Experienced in all stages of system development, including requirements definition, design, and Implementation
- Experience with TCP/IP, Novell, Banyan, IPX/SPX, Ethernet, Token Ring, VPN, Microsoft Networking

Additional Skills

- Direct involvement to improve and resolve client concerns or issues
- Engineering research and design
- Evaluate client requirements and recommend specific solutions to meet their needs
- Provide excellent proactive customer service
- Manage projects from initial conception through completion
- Management of both technical and non-technical personnel

Academic Background

1987: Associates Degree in Electronic Technology, Metropolitan Community College, Omaha, Nebraska
1978: Microwave and Multiplexer Repair, US Army (graduated first in class)
1977: Common Basic Electronics, US Army (completed eight-week self paced program in six weeks)

Responsibilities with Vaisala, Inc.

- Assist in company wide efforts to identify and evaluate all critical systems.
- Collaborate with internal and external clients to conduct in-depth compliance audits and testing, presenting all results to senior management.
- Provide comprehensive remote and on-site support to clients including; Radio communications, CDMA modems, Fiber Optic, Dial-up and direct network links.

- Provide on-site repairs and preventative maintenance on RWIS equipment.
- Interface with sales, contractors and clients on a regular basis.
- Work closely with and maintain a good working relationship with clients.
- Maintain adequate parts inventory to provide timely service.
- Provide customer service and hardware service above client expectations.
- Identify equipment and site problems and correct or report often before the client notices the problem.
- Remotely check system status on a routine basis.
- Provide weekly system status reports for all service contract clients.
- Interface with contractors and clients to ensure all parts have been received and provide technical support during installation.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
RICHARD GREHL, WHO CAN BE REACHED AT (212) 435-3941.



THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: April 7, 2010

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 20826 for ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT due 4-20-10 at 2:00 PM.

Due back on 4-20-10, no later than 2:00 PM

Originally due on 4-13-10, no later than 2:00 PM

The following changes are hereby made in the documents:

1. The proposal due date has been extended to April 20, 2010 at 2:00 PM.
2. See attached "Attendance Sheet - Pre-Proposal Meeting" for each of the five (5) airports EWR, JFK, LGA, TEB and SWF that were attended over the course of two (2) days on March 31, 2010 and April 1, 2010.
3. On page 20, section I entitled, "Acceptance of Standard Contract Terms and Conditions" first line, change "Attachment J" to "Attachment K."
4. **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.

PS11All

Q1: In reference to Section J "Sales and Compensating Use Tax," it is declared the Port Authority is "generally" exempt from state and local sales and compensating use taxes, and from "most" federal excises (taxes)...Is there the slightest possibility that taxes may be imposed on this project by either local, state, or federal authorities?

A1: As a general rule, contractors and subcontractors ("Contractors") must pay applicable Sales and Use Tax from the State of New Jersey and from the State of New York ("Sales Tax") on purchases of materials and rental of equipment, unless some exemption applies, in which case the Contractor must provide an exemption certificate or other appropriate document to the supplier/vendor. One such exemption involves purchases by Contractors of building materials, which are to become an integral component part of the structure or real property of an exempt organization. Because the Port Authority is an exempt organization, Contractors need not pay Sales Tax on building materials that are to become an integral component part of Port Authority property. Please be advised, however, that the Port Authority's status as an exempt organization does not exempt Contractors from paying Sales Tax in connection with the purchase of those materials that do not become an integral component part of the structure or real property of an exempt organization ("Consumables") nor does it exempt Contractors from paying Sales Tax on the rental of equipment. As such, to the extent that the Contractor purchases Consumables or rents equipment in connection with the Work, as defined in the Contract, the Port Authority's payment to the Contractor for such Work shall be inclusive of any Sales Tax actually paid by the Contractor.

Q2: What and where are all the non-airport locations that may require RWIS support within this contract?

A2: Your Proposal for this RFP shall be developed independent of any non-airport facilities. As stated in Section I on page 45, the Port Authority will have the option to repair or replace existing RWIS equipment at non-airport facilities and integrate the equipment with the enterprise RWIS applications software. The equipment is located at various Port Authority facilities in the Port District, and the specific facilities are not relevant for the purpose of preparing a response to this RFP as the work is not included in the RFP's scope of work.

Q3: What is the content of the spare parts list required to support all non-airport RWIS installations?

A3: Your Proposal for this RFP shall be developed independent of any non-airport facilities. Spare parts at non-airport RWIS installations is not a requirement of this RFP.

PS11A11

Q4: It is stated that the total Extra Work performed by the Contractor shall not exceed 6% of the total, estimated price of the contract for the entire term. Does this suggest that all Extra Work requested by the Port Authority must be performed during the term of the Contract but be limited to a maximum of 6% of the total, estimated contract price?

A4: Extra Work is limited to 6% of the total, estimated contract price.

Q5: Is the services provided within this Contract and deemed "extra work" exempt from liquidated damages?

A5: No, Extra Work shall not be exempt from Liquidated Damages.

Q6: Could space be rented from the Port Authority at each airport location as a local office and storage during the contract's duration?

A6: This is a potential that could be addressed for each Airport's location, but the Port Authority would not be able to give a final answer and cost prior to the due date of the Proposal. Available space would most likely be confined to trailer or older hangar space, and availability varies across all Airports.

Q7: (Ex. 4)

A7:

Q8: Will parking for Contractors' employees be provided at the Airport and paid by the Port Authority?

A8: Refer to Part II, Para. 2 entitled "Parking" on page 35: "The Authority will provide parking for Contractor employees assigned to work at the Airports under this contract and while on duty only. The Contractor shall comply with Port Authority rules, regulations, and such procedures as are now in force and such reasonable future rules, regulations, and the Authority may hereafter adopt procedures as for safe operation of motor vehicles at the Facility."

Q9: Prioritize all currently identified projects for each airport between July 1, 2010 through October 1, 2011 and determine the priority level for this project in comparison to all others.

A9: Only SWF has identified the following major construction projects: ALSF replacement at R/W 9, T/W Edgelight ductbank & fixture replacement, and T/W C Object Free Area. There are no other major runway or taxiway construction projects scheduled

PS11All

Attendance Sheet - Pre-Proposal Meeting

TITLE: ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT

PROPOSAL NO. : 20826

DATE: March 31, 2010

LOCATION: EWR

TIME: 8:00 AM

	<u>NAME</u>	<u>COMPANY</u>	<u>CONTACT PHONE / E-MAIL</u>
1	Jim Boyle	Voisard	508 842 0741 jim.boyle@voisard.com
2	Dale Raymakers	Telvent	952 892 4330 dale.raymakers@telvent.com
3	Duane Mackinnon	Telvent	403 212 2272 Duane.Mackinnon@telvent.com
4	Joaquin San Juan	Telvent	954 651 8482 joaquin.sanjuan@telvent.com
5	Paul Duarte	Yonkers	(917) 337-6859 pduarte@yonkerscontracting.com
6	Robert Stepien	YCC/CONTRON	914-965-1500 RSTEPIEN@YonkersContracting.com
7	Brad Gorse	Boeching	724 458-3300 wgg@boeching.com
8	Chris Rogacci	Centurion	212 726 9000 Chris.Rogacci@centurion-nj.com
9	BOB STAMMEL	YCC/CONTRON	917 337 4543 b.stammel@YonkersContracting.com
10	Danny Pattullo	WSI	978 983 6016 dpattullo@wsi.com
11	Tom Hutten	Port Authority	
12	Rich Mehl	PA - Procurement	212-435-2941 rmehl@PA.NY.NJ.gov
13	APRIL GASPARRI	PA - AVIATION	
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Attendance Sheet - Pre-Proposal Meeting

TITLE: ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT

PROPOSAL NO. : 20026

DATE: March 31, 2010

LOCATION: JFK

TIME: 10:30 AM

	<u>NAME</u>	<u>COMPANY</u>	<u>CONTACT PHONE / E-MAIL</u>
1	Joaquin San Juan	Telvent	954-4651-8482 joaquin.sanjuan@telvent.com
2	Duane Mackinnon	Telvent	403-212-2212 Duane.Mackinnon@telvent.ca
3	Paul Quate	Yonkers	(917)337-6088 paul.quate@yonkerscontracting.com
4	Robert C. Medina	YCC/Construcion	914-9651500-714 RSMedina@yonkerscontracting.com
5	Dale Regan	Telvent	954 8824320 dale.regan@telvent.com
6	Bob Stelmor	YCC/Construcion	717 337 4543
7	Jim Doyle	Yonkers	5089420741 jim.doyle@ykbk.com
8	Bill Gorse	ROSEN JRG	721-658-3300 bill.gorse@rosenjrg.com
9	Chris Ragucci	Centurion	212 726 9000 chris.ragucci@centurion-ny.com
10	Agnel Gasparri	PA - Aviation	212.435.3783 agasparri@panynj.gov
11	Frank Hutter	Port Authority	
12	Rich Grehl	PA - PROCUREMENT	212-435-3741 RGREHL@PA.NY.NJ.gov
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Attendance Sheet - Pre-Proposal Meeting

TITLE: ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT

PROPOSAL NO. : 20826

DATE: March 31, 2010

LOCATION: LGA

TIME: 1:00 PM

	<u>NAME</u>	<u>COMPANY</u>	<u>CONTACT PHONE / E-MAIL</u>
1	Jim Boyle	Wizole	508 942 0741 jim.boyle@wizole.com
2	Duane McKinnon	Telvent	403 212 2272 Duane.McKinnon@telvent.com
3	Dale Raymond	Telvent	752 882 4320 dale.raymond@telvent.com
4	Joaquin San Juan	Telvent	954 651 8482 joaquin.sanjuan@telvent.com
5	Bill Goetz	BOSCHING	724-658-3800 WRG@boschingamerica.com
6	Chris Arguacci	Centurion	212 726 9000 chris.arguacci@centurion.com
7	Bob Stimpel	YCC/Centurion	917 337 4593
8	Paul Duarte	YCC/Centurion	907 352-6089
9	Robert Stimpel	YCC/Centurion	919-905-1500 RSTIMP@centurion.com
10	Frank Hillman	Port Authority	
11	APRIL GAGGARI	PA - AVIATION	212 495 3785
12	RICH GROTE	PA - Procurement	212-435-3941 RGROTE@PA.NY.NJ.GOV
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Attendance Sheet - Pre-Proposal Meeting

TITLE: ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT

PROPOSAL NO. : 20826

DATE: April 1, 2010

LOCATION: TER

TIME: 9:00 AM

	<u>NAME</u>	<u>COMPANY</u>	<u>USG</u>	<u>CONTACT PHONE / E-MAIL</u>
1	<u>Bill Course</u>	<u>Boschung</u>	<u>724-25-3900</u>	<u>WRC@boschungamerica.com</u>
2	<u>Chris Ragucci</u>	<u>Centurion</u>	<u>216 726 9000</u>	<u>Chris.ragucci@centurion-nw.com</u>
3	<u>Dwane Mackinnon</u>	<u>Telvent</u>	<u>403 212 2272</u>	<u>Dwane.Mackinnon@telvent.com</u>
4	<u>Joaquin San Juan</u>	<u>Telvent</u>	<u>954 651 8482</u>	<u>joaquin.sanjuan@telvent.com</u>
5	<u>BOB STEITEL</u>	<u>YCC / CENTURION</u>	<u>917 337 4543</u>	
6	<u>Dale Sanders</u>	<u>Telvent</u>	<u>950 882 4320</u>	<u>dale.sanders@telvent.com</u>
7	<u>Robert Stepien</u>	<u>YCC / CENTURION</u>	<u>914-905-1500</u>	<u>RSTEP@centurion-nw.com</u>
8	<u>Jim Boyle</u>	<u>Wissle</u>	<u>508 942 0741</u>	<u>jim.boyle@wissle.com</u>
9	<u>RICH GREHL</u>	<u>PA - PROCUREMENT</u>	<u>212-435-3941</u>	<u>RGREHL@PANYNJ.GOV</u>
10	<u>IRA HUTTNER</u>	<u>PA - TSD</u>		
11	<u>ARRIL GASPARRI</u>	<u>PA - AVIATION</u>	<u>212-435-3783</u>	<u>AGASPARRI@PANYNJ.GOV</u>
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Attendance Sheet - Pre-Proposal Meeting

TITLE: ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT

PROPOSAL NO. : 20828

DATE: April 1, 2010

LOCATION: SWF

TIME: 1:00 PM

	<u>NAME</u>	<u>COMPANY</u>	<u>CONTACT PHONE / E-MAIL</u>
1	Joachim San Juan	Telvent	954 651 8482 joachim.sanjuan@telvent.com
2	Duane Mackinnon	Telvent	403 212 2272 duane.mackinnon@telvent.com
3	Dale Rzymakos	Telvent	952 882 4380 dale.rzymakos@telvent.com
4	Jim Boyle	VeriTel	508 942 0741 jim.boyle@veritel.com
5	Robert Stepien	YCC/CENTURION	914 965 1500 314 BOB@YCC-CENTURION.COM
6	BOB STEINEL	YCC/CENTURION	917 337 4543
7	Fred Huttner	Port Authority	
8	April Gaspari	PA	
9	Chris Rogucci	Centurion	212 726 5000 chris.rogucci@centurion-nw.com
10	Bill Gorse	Bosch	724 658 3300 WRS@bosch-usa.com
11	RICH GREHL	PA - PROCUREMENT	212 435 3941 RGREHL@PA.NY.NJ.GOV
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THE PORT AUTHORITY OF NY & NJ

**PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010**

REQUEST FOR PROPOSALS

**TITLE: ALL AIRPORTS ENTERPRISE RUNWAY / ROAD WEATHER
INFORMATION SYSTEM (RWIS), MAINTENANCE SERVICES FOR
THE RWIS, AND WEATHER FORECASTING SERVICES CONTRACT**

NUMBER: 20826

SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

PROPOSAL DUE DATE: APRIL 13, 2010 TIME: 2:00 PM (EST)

**QUESTIONS SHOULD
BE SUBMITTED BY: APRIL 2, 2010 TIME: 2:00 PM (EST)**

PRE-PROPOSAL MEETINGS:

- **EWR: MARCH 31, 2010 TIME: 8:00 AM (EST)**
- **JFK: MARCH 31, 2010 TIME: 10:30 AM (EST)**
- **LGA: MARCH 31, 2010 TIME: 1:00 PM (EST)**

- **TEB: APRIL 1, 2010 TIME: 9:00 AM (EST)**
- **SWF: APRIL 1, 2010 TIME: 1:00 PM (EST)**

BUYER NAME: RICHARD A. GREHL PHONE #: (212) 435-3941

EMAIL: rgrehl@panynj.gov

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1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

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

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

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

B. Brief Summary of Scope of Work

The Port Authority is hereby seeking proposals from qualified firms to provide an enterprise Runway / Road Weather Information System (RWIS), maintenance services for the RWIS, and Weather Forecasting services as more fully described herein, at each of its five (5) Airports: John F. Kennedy International (JFK), LaGuardia (LGA), Newark Liberty International (EWR), Teterboro (TEB), and Stewart International (SWF), for a duration of ten (10) years. Additionally, included in this Request for Proposal are provisions to fix / replace existing RWIS equipment or provide and install new equipment at non-airport facilities and to integrate the Remote Processing Units (RPU) located at these non-airport facilities with the enterprise RWIS.

C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

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

D. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and fifteen (15) double-sided copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date. Fifteen (15) compact disks with a digital copy of all material contained in the proposal, which can be read using Microsoft Word or Adobe Acrobat, Reader, shall be submitted along with the paper proposal. In case of conflict, the paper copy takes precedence.

E. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer at the e-mail address listed on the cover page no later than 2:00 p.m. (EST) on April 2, 2010.

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

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

F. Proposal Acceptance or Rejection

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

G. Union Jurisdiction

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

H. City Payroll Tax

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

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

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

I. Pre-Proposal Meetings

The Port Authority will be holding Pre-Proposal Meetings at each Airport as set forth below:

- EWR:** March 31, 2010, 8:00 AM, Building 1 on Conrad Road
JFK: March 31, 2010, 10:30 AM, Building 145 (General Aviation Terminal Lobby)
LGA: March 31, 2010, 1:00 PM, Central Terminal Building (CTB) Operations Office (meet at front door just to the East of the Post Office on Baggage Pick-up Level)
- TEB:** April 1, 2010, 9:00 AM, Hangar 1 (111 Industrial Ave.)
SWF: April 1, 2010, 1:00 PM, Building 138 (right after main terminal on the right)

Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting by written addenda. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

Attendance is strongly recommended. Information obtained may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks, which may ensue from non-attendance.

Attendees interested in attending should RSVP to Ms. April Gasparri at agasparri@panynj.gov no later than 12:00 noon (EST) two (2) business days preceding the scheduled dates to confirm their attendance and/or receive traveling directions. **At the time of the RSVP, identify which Airport's Pre-Proposal Meeting(s) you plan on attending.** One (1) form of photo identification will be required for attendance.

J. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at both pre-proposal meeting dates.

These documents were not prepared for the purpose of providing information for Proposers on this RFP 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 RFP. 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 inferences or conclusions drawn therefrom. They are made available to Proposers merely for the purpose of providing them with such information, whether or not such information may be accurate, complete, pertinent, or of any value to Proposers.

Said documents are as follows:

- Current contract entitled, "Maintenance, Replacement, and Forecasting Services for Runway Weather Information Systems at John F. Kennedy International, Newark Liberty International, and LaGuardia Airports" – Contract # 4600006955.

K. Additional Proposer Information

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html

2. SCOPE OF WORK (SOW)

This SOW requires the furnishing and installation of an RWIS, which includes runway pavement sensors, maintenance, and weather forecasting services. Attached hereto as Attachment C, entitled, "Scope of Work and Specifications," in the back of this document. Each requirement listed in Attachment C must be addressed for each Airport separately using the enterprise approach described herein, as further described in Paragraph 8g, entitled "Proposal Submission Requirements" of Section G, entitled "Proposal." Provided below is a broad outline of the topics described in Attachment C; however Attachment C includes greater detail and should be thoroughly consulted / reviewed during the preparation of your Proposal.

- I. General Description of Services
- II. Project Delivery Guidelines
- III. Existing Conditions
- IV. Work Requirements
- V. Functional Requirements of Software Application
- VI. General Construction Requirements
- VII. Weather Forecasting & Lightning Services
- VIII. General Requirements for Applications Software
- IX. Users and Training
- X. Acceptance and Testing
- XI. Submittal and Documentation Requirements
- XII. Training Plan
- XIII. Final Versions of the Documentation and Applications Software
- XIV. Maintenance of the System

3. PROPOSER PREREQUISITES

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

A. The Proposer shall have had at least three (3) years of continuous experience immediately prior to the date of the submission of its proposal in the installation, management, and operation of a system that is specifically tailored to the in-pavement temperature sensor and weather forecasting business and shall be actually engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or have owned and controlled other entities which meet the requirement.

B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least one (1) contract for similar services at a large hub airport and within similar geographic weather patterns.

C. The Proposer shall demonstrate that it has earned gross revenues of at least \$1,000,000 a year for the last three (3) fiscal or calendar years from the type of services or products described herein.

In the event a Proposal is submitted by a joint venture, the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraph (A) and (B) above, prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. With respect to (C), the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisites.

All Proposers must include documentation (including references with points of contact), which meets the above prerequisites. International Points of Contact require an e-mail address.

4. FINANCIAL INFORMATION

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

A. Financial Statement Documentation:

(1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer's most recent fiscal year.

(2) Where the certified financial statements in (1) above are not available, then reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.

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

5. EVALUATION CRITERIA AND RANKING

All proposals will be screened by the Authority to determine if they adhere to the format set forth in this RFP and contain all required submissions such that they can be considered responsive, and to determine whether the Proposer is qualified, by meeting the Prerequisites to provide the services. Responsive proposals from qualified Proposers will then be evaluated pursuant to the criteria below, which is set forth in order of importance:

A. Work Approach and Product/Service Strength and Capability:

- The degree to which the features and functions of the proposed solution meet the stated functional requirements, goals and objectives as described in the Scope of Work.
- The extent to which the solution being proposed demonstrates the degree of user-friendliness to observe runway surface temperatures, utilize the weather forecasting services, and troubleshoot the system.
- The degree to which the proposed system, user guide, and personnel management support best practices in pavement temperature systems and weather forecasting services.
- The degree to which the Proposers' Implementation Schedule meets the No Later Than (NLT) date described in Attachment C, entitled, "Scope of Work and Specifications" of this Proposal.
- The ability to provide the Authority with maximum flexibility in term of services provided and technologies employed while adjusting to changes in the Authority's future operational needs.
- The extent to which the Proposer can demonstrate that it has met its service level agreements on existing maintenance contracts.

B. Overall Cost:

The total cost proposal for the system components, installation, maintenance, and forecasting as submitted on the Cost Proposal Form.

C. Firm Experience and Qualifications:

- The extent to which the managerial and supervisory personnel dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder.
- The extent to which the Proposer's selected project team implements and maintains the system and trains the Port Authority Airports' Operations Staff.

- The extent to which the Proposer has any relevant prior experience with large-hub Airports and similar scope. The Proposer shall submit a listing of all installation, maintenance, and weather forecasting contracts relating to large-hub Airports only that were performed by or are currently being performed by the Proposer within the last three (3) years.

- With respect to maintenance, the Contractor shall, at a minimum, have and be able to demonstrate the following experience and capabilities:

- (1) a minimum of three (3) years experience in the maintenance of Runway Weather Information Systems hardware, including weather sensors, cabling and software for a system that is of similar size and complexity as the one described in this Contract;

- (2) maintenance experience, as evidenced by a minimum of one (1) existing contract of similar size and scope as the one described in this Contract, to provide maintenance and administration of the applications software for systems, either directly or through the use of subcontractors;

- (3) the capability of providing twenty-four (24) hour, seven (7) days a week, emergency on-site service on the RWIS and all system components and restoring equipment operation within the contract service level agreements detailed in Attachment C, as evidenced on at least one existing contract.

- Compliance with Environmentally Preferable Products/Practices to include compliance with all applicable federal, state, and local standards in their business practices, in accordance with the Certified Environmental Preferable Products/Practices.

- The extent that the Proposer can achieve M/WBE participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

D. Contractor Identity Check/Background Screening Plan: (PASS / FAIL)

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of ten (10) years of employment history or verification of what an employee documented they have done in the last ten (10) years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

6. M/WBE SUBCONTRACTING PROVISIONS

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

A. 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:

- (1) African-American persons having origins in any of the Black African racial groups not of Hispanic origin;
- (2) Latino Americans of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (3) 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;
- (4) 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.

B. 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.

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

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

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

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as Attachment E or may be downloaded at <http://www.panynj.gov/business-opportunities/pdf/pa3749b.doc>

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

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

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to <https://panynjprocure.com/VenLogon.asp> to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Proposers shall include their M/WBE Participation Plan with their proposals, to be reviewed and approved by the Authority's Office of Business and Job Opportunity ("OBJO").

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

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

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

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

Recycling Definitions:

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

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

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

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

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

8. PROPOSAL SUBMISSION REQUIREMENTS

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

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member

will be jointly and severally liable under the Contract.

B. Executive Summary

The Proposer shall submit a summary, of no more than two (2), 8.5" x 11" pages, presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer, as Attachment A, which shall be submitted without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement on Terms of Discussion.

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

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability ("Certification Statement").

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Certification of Environmentally Preferable Products/Practices

The Proposer shall submit a Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in its business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision. (See Attachment F).

G. Proposal

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

(1) Work Approach and Product Strength/Service Capability

The Proposer should provide a complete description of how it intends to supply, install and maintain the required Work herein for each airport separately, including any information that would be helpful to the Port Authority in assessing the Proposer's ability to provide the work described in the RFP. The Proposer should describe the proposed enterprise system, including all features of hardware, quantity of devices and their locations (existing and new), software navigation and weather forecast service detail. The Proposer's environment in which it will supply, install and maintain the equipment, cabling, and software furnished for this project shall conform to Attachment I entitled, "Port Authority Control Requirements" attached hereto.

The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to:

- insurance requirements, such as:
 - a) general liability insurance
 - b) automobile insurance
 - c) workers' compensation insurance
- training and refresher training that the Proposer will provide, on an annual basis, to the Port Authority Airports' Operations Staff of the system.
- the Proposer's M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- the Proposer's Certified Environmental Preferable Products/Practices Form ensuring compliance with all applicable federal, state, and local standards in their business practices, in accordance with the Certified Environmental Preferable Products/Practices.

In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at JFK, LGA, EWR, TEB, and SWF, including how it will determine and maintain performance measurements.

The Contractor shall propose a Project Schedule that adheres to the Implementation Schedule (see Attachment C, Para. B.3) and construction scheduling restrictions for all Port Authority Airports as defined in the Scope of Work. The proposed Project Schedule shall also take into account that the Contractor's access to work areas on or near the runways may be limited due to prevailing weather conditions or activities under the control of the FAA Air Traffic Control, and as such, is beyond the control of the Port Authority.

The proposed Project Schedule shall include, at a minimum, the following milestones for each airport separately:

- Kick-off meeting among Port Authority Operations, Maintenance, Construction Management, Resident Engineer, Technology Services, Contractor, and Sub-contractor (if any)
- Coordination meetings with Technology Services Department (TSD) to review computer architecture and hardware requirements and to formulate an acceptable system architecture. (see Para. L.7.C. entitled, "Submittal and Documentation Requirements")
- 50% contract design drawings and interim meeting
- 100% contract design drawings and interim meeting
- Construction, Safety, and Phasing Plan for haul routes and any temporary, vertical equipment
- Amount of airside construction time needed by Contractor, which includes delineation between areas within and outside of runway and taxiway safety areas as they apply to each Airport's Airplane Design Group (ADG) per the FAA Advisory Circular 150/5300-13 Change (or latest update):
- Software integration to the enterprise system
- Factory inspection and test period.
- Field Acceptance Tests
- Training
- 30-Day Operational Tests
- Quality Assurance / Product Assurance Tests
- Test period following installation

- Liquidated Damages for milestones in proposed Implementation Schedule

Note: "Construction time," as outlined in the bullet above within the Project Schedule guidelines, means the anticipated number of hours, days, weeks, etc. that the Contractor requires in order to successfully accomplish installation of the hardware. The Port Authority will consider the proposed Project Schedule as part of the evaluation criteria in evaluating how well the Contractor can accommodate uninterrupted airport operations, and to ensure that the appropriate Port Authority Facility staff can anticipate the required personnel and escort coverage for the construction Contractor.

(2) Overall Cost

The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, transportation costs, and fuel costs, and other benefits, overheads, profits, etc. The Cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.

(3) Firm Experience and Qualifications

a. The Proposer shall submit a listing of all installation, maintenance, and weather forecasting contracts that were performed by or are currently being performed by the Proposer within the last three (3) years. For each contract listed, include:

- The name and address of the contracting party
- The locations where the work was performed
- Duration of the contract
- The approximate dollar amount of the Contract
- The annual staff hours of full and part time labor expended in the performance of the Contract
- A summary of the types of work performed
- The names, addresses and telephone numbers of the owners
- Representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be dedicated to the Contract, including:

- Their length of service with the firm
- The anticipated function of each person on the Contract
- A summary of the relevant experience of each person listed

The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

- Technical Maintenance-related training
- Security training
- OSHA safety training
- Quality Assurance/Quality Control programs

d. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization and incorporation of technological advances in runway pavement precipitation, current and forecasted temperatures, and resulting benefits;
- Management of component system software set-up and ease of use by Operator.

e. The Proposer shall have and be able to demonstrate the following experience and capabilities in performing maintenance requirements:

- a minimum of three (3) years experience in the maintenance of Runway Weather Information Systems hardware, including weather sensors, cabling and software for a system that is of similar size and complexity as the one described in this Contract;
- maintenance experience, as evidenced by a minimum of one (1) existing contract of similar size and scope as the one described in this Contract, to provide maintenance and administration of the applications software for systems, either directly or through the use of subcontractors;
- as evidenced on at least one (1) existing contract, shall demonstrate the capability of providing 24 hour, seven day a week, emergency on-site service on the RWIS and all system components and restoring equipment operation within the time specified herein and demonstrate that that services have been provided within the contract service level agreements.

(4) Contractor Identity Check/Background Screening Plan (Pass / Fail)

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

(5) The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

(6)

10. PORT AUTHORITY SECURITY REQUIREMENTS

The Port Authority of New York and New Jersey operates facilities and systems at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract Work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall, and shall instruct its subcontractors, to cooperate with Authority staff in adopting security requirements. These security requirements may include, but are not limited to, the following.

A. Identity Checks and Background Screening:

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

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Engineer directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Engineer, the Authority will compensate the Contractor for the cost of such screening at the Net Cost of such screening. "Net Cost" shall be computed in the same manner as is compensation for extra work, including any percentage addition to cost, as set forth in the clause of the contract providing compensation for extra work. Performance of such Net Cost work shall be as directed by the Engineer and shall be subject to all provisions of the contract relating to performance of extra work. Compensation for said Net Cost work shall not be charged against the total amount of compensation authorized for extra work.

B. Issuance of Photo Identification Badges:

No person will be permitted on or about the construction site without a photo identification badge approved by the Engineer. The Contractor shall provide such badges for employees, subcontractors and materialmen. All employees of the Contractor, subcontractors and materialmen shall wear identification badges in a conspicuous and clearly visible position whenever they are working at the construction site.

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

C. Construction Site Access Control:

- 1.) The Authority may provide for construction site access control, inspection and monitoring by Authority retained security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the construction site at its own expense.

H. Acknowledgment of Addenda

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

I. Acceptance of Standard Contract Terms and Conditions

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

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

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

A. Changes to this RFP

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

B. Proposal Preparation Costs

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

C. Disclosure of Proposal Contents / Use of Ideas and Materials

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

D. Ownership of Submitted Materials

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

E. Subcontractors

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

F. Conflict of Interest

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

G. Authorized Signature

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

H. References

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

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Sales and Compensating use Tax

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.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The

Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Awards

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

M. Right to Extend Contract

This is a proposal for a contract for a term of ten (10) years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

(3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance

of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

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

ATTACHMENT A - AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at http://www.pumynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

ATTACHMENT B

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ATTACHMENT B

PART I - CONTRACT DESCRIPTION

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

1. General Agreement

The Contractor agrees to provide and install a Runway Weather Information System (RWIS), provide maintenance for the system, and provide a weather forecasting service at John F. Kennedy International (JFK), Newark Liberty International (EWR), LaGuardia (LGA), Teterboro (TEB), and Stewart International (SWF) Airports. The Contractor will furnish all management, supervision, labor, equipment, including materials, supplies and do all other things proper therefor or incidental thereto, all in strict conformance with the provisions of this Contract as the same as may be amended, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract. Additionally, included in this request for proposal is work to fix existing RWIS equipment at non-airport facilities and to integrate the Remote Processing Units located at these non-airport facilities with the enterprise RWIS.

2. Duration

a. The term of this Contract ("Base Term") shall be for a ten (10) year period, commencing on or about July 1, 2010 ("Commencement Date"), and unless sooner terminated, revoked or extended as provided for in Paragraph (b) below, shall expire on the day preceding the tenth anniversary of the Commencement Date (said date as may be earlier terminated, revoked or extended sometimes called herein the "Expiration Date").

b. Additionally, the Port Authority shall have the sole right to extend this contract for 120 days commencing on the day subsequent to the Expiration Date. All contract terms, conditions and costs in effect immediately prior to the 120 day extension period shall remain in effect for such extension without escalation subject to the same terms and conditions, subject to the following: not later than thirty (30) days prior to the Expiration Date of this Contract, the Port Authority may send a notice of intention to extend the term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the applicable extension period.

3. Adjustment of Prices

For each year following the fourth year of the Base Term to this Contract (excluding the 120 day Extension Period as described in the paragraph entitled "Duration") the Port Authority shall adjust the amounts payable 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 "CPI" or the "Consumer Price Index" or the "Price Index"). In no event shall the CPI increase be more than 3% percent per annum.

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 the fifth year of the Base Term and thereafter on the first day of the month of each succeeding Anniversary Date during the Base Term (excluding the 120 day Extension Period) hereunder, the amounts payable shall be adjusted as follows:

For the fifth year of the Base Term the Price Index shall be determined for the month of January 2013 and January 2014. The amounts payable in the fourth year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2014 and the denominator of which is the Price Index for January 2013. The resulting product shall be the amounts payable in the fifth year of the Base Term.

For the sixth year of the Base Term, the Price Index shall be determined for the months of January 2014 and January 2015. The amounts payable in the fifth year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2015 and the denominator of which is the Price Index for January 2014. The resulting product shall be the amounts payable in the sixth year of the Base Term.

For the seventh year of the Base Term, the Price Index shall be determined for the months of January 2015 and January 2016. The compensation payable in the sixth year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2016 and the denominator of which is the Price Index for January 2015. The resulting product shall be the amounts payable in the seventh year of the Base Term.

For the eighth year of the Base Term, the Price Index shall be determined for the months of January 2016 and January 2017. The amounts payable in the seventh year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2017 and the denominator of which is the Price Index for January 2016. The resulting product shall be the amounts payable in the eighth year of the Base Term.

For the ninth year of the Base Term, the Price Index shall be determined for the months of January 2017 and January 2018. The amounts payable in the eighth year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2018 and the denominator of which is the Price Index for January 2017. The resulting product shall be the amounts payable in the ninth year of the Base Term.

For the tenth year of the Base Term, the Price Index shall be determined for the months of January 2018 and January 2019. The amounts payable in the ninth year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2019 and the denominator of which is the Price Index for January 2018. The resulting product shall be the amounts payable in the tenth year of the Base Term.

In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in 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 deems appropriate.

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 than after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand the Contractor shall refund to the Port Authority excess amounts theretofore paid by the Port Authority for such period.

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

4. 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 in 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) and as accepted by the Port Authority, 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 Cost Proposal Forms and as accepted by the Port Authority, as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.

d) The Contractor shall submit to the Manager a complete and correct invoice for the Work that was performed previous to and including the milestone for which the invoice is being submitted. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be processed within thirty (30) days of Port Authority verification of the invoice. The Contractor shall submit separate invoices for Work performed at each Airport, even if Work was performed in concurrent time periods for multiple Airports. The Port Authority shall remit payments during the following milestones, referenced in the proposed Project Schedule in Paragraph 8 entitled, "Proposal Submission Requirements," Section G (1) entitled, "Proposal: Work Approach and Product Strength/Service Capability" of this document. The sections reference costs in the Cost Proposal Form.

- 1) [sum of (Sections I +II)] minus [twelve (12) x the Monthly Fee Section V]. The "twelve (12) x the Monthly Fee in Section V" portion comprises payments for the one-year warranty period, and will be paid evenly during the warranty period, on a monthly basis.
- 2) Following a successful one-year warranty period, the Port Authority shall enter into the Year One Maintenance period, as detailed in Attachment B, Part III, Cost Proposal Form, Section V entitled, "Warranty/Monthly System Maintenance Costs." The Contractor shall submit to the Manager a complete and correct invoice for the Work that was performed in the previous month, no later than five working days after each month. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be processed within thirty (30) days of Port Authority verification of the invoice.

e) 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.

f) 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.

5. Liquidated Damages

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Service Agreement (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 stated below unless delay is not due to the fault of the Contractor. Under the following paragraphs A thru G that detail conditions in which liquidated damages may be imposed, the amounts listed under each of paragraphs A thru G apply separately to each occurrence that exceeds the specified time required or scope outlined in the Scope of Work.

A. If the Contractor fails to meet the requirements of the Implementation Schedule as specified in the Scope of Work as the same may, as hereinafter provided, be revised, within the time required herein, time being of the essence, damages shall be assessed in the amount of \$500 per day or part thereof until the work is completed in accordance with the requirements of the Contract and shall be deducted from the amount payable for the Implementation Costs inserted by the Contractor in Attachment B, Part III - Cost Proposal Form, Section I.

B. If the Contractor fails to restore weather forecasting services as specified in the Contract Service Agreement as the same may, as hereinafter provided, be revised, within the time required herein, time being of the essence, damages shall be assessed in the amount of \$100 dollars per hour or part thereof for each hour beyond the time specified in Section XIV,E1, Time to Repair, On-Call Remedial Maintenance as it relates to weather forecasting services and shall be deducted up to the total monthly fee per Airport.

C. If the Contractor fails to **respond and repair to reported malfunctions**, other than loss of weather forecasting services, as specified in the Contract Service Agreement as the same may, as hereinafter provided, be revised, within the time required herein, time being of the essence, damages shall be assessed in the amount of \$100 dollars per hour or part thereof for each hour beyond the time specified in Section XIV, E1, Time to Repair, On-Call Remedial Maintenance as it relates to reported malfunction and shall be deducted up to the total monthly fee per Airport.

D. If the Contractor fails to **correct reported software errors** as specified in the Contract Service Agreement as the same may, as hereinafter provided, be revised, within the time required herein, time being of the essence, damages shall be assessed in the amount of \$100 dollars per day or part thereof for each day beyond the time specified in Section XIV, E1, Time to Repair, Error Correction and shall be deducted up to the total monthly fee for the amount payable for that calendar month for the Maintenance Costs.

E. If the Contractor fails to **contact the Manager** as specified in the Maintenance Requirements, "Time to Respond" section, within the time required herein, time being of the essence, damages shall be assessed in the amount of \$50 dollars per hour or part thereof for each hour beyond the time specified in the Time to Respond and shall be deducted up to the total monthly fee per Airport.

F. If the Contractor fails to **test, validate and correct the applications software** furnished by the Contractor as specified in the Contract Service Agreement as the same may, as hereinafter provided, be revised, within the time required herein, time being of the essence, damages shall be assessed in the amount of \$200 dollars per day or part thereof for each day beyond the time specified in Section XIV, E2, Time to Repair, Validate and Correct Applications Software with Patches and Updates to Third Party Software and shall be deducted up to the total monthly fee.

G. If the Contractor fails to **meet the Availability requirements** as specified in the Maintenance Requirements, "Operational Availability" of paragraph C.4, time being of the essence, damages shall be assessed in the amount of \$50 dollars per hour or part thereof for each hour beyond the allowable downtime computed monthly for availability as specified therein and shall be deducted up to the total monthly fee per Airport.

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

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

6. 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.

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her 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, 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 may be required by it, executed, acknowledged and delivered, assuring to it 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 Airport Manager 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 five days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 24 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

7. Authority of the Director

Inasmuch as the public interest requires that the work to which this Contract relates shall be performed in the manner which the Port Authority, acting through the Director, deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Specifications shall be deemed merely his/her present determination on this point. In the exercise of this authority, s/he shall have power to alter the Specifications; to require the performance of work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity, but may be based on convenience.

8. Authority of the General Manager

Inasmuch as the public interest requires that the work to which this Contract relates shall be performed in the manner which the Port Authority, acting through the General Manager, deems best, the General Manager shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Specifications shall be deemed merely his/her present determination on this point. In the exercise of this authority, s/he shall have power to alter the Specifications; to require the performance of work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

9. Insurance Schedule

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 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 #3389

PART II - SPECIFICATIONS

1. Specific Definitions

Terms, as used in this agreement:

The term "Airport Manager," "Manager," "Facility Manager," or "General Manager" shall mean the person designated by the Port Authority from time to time to exercise the powers and functions vested in the General Manager of each Port Authority Airport.

The term "Contract Manager" or "Contract Administrator" shall mean the person(s) designated by the Port Authority to handle the administrative matters related to this Contract.

"Facility" or "Airport" shall mean any, or all, of:
John F. Kennedy International Airport (JFK), Jamaica, New York,
LaGuardia Airport (LGA), Flushing, New York,
Newark Liberty International Airport (EWR), Newark, New Jersey,
Teterboro Airport (TEB), Teterboro, New Jersey, and/or
Stewart International Airport (SWF), New Windsor, New York,

which are located in the States of New York or New Jersey, and shall include lands which may have been heretofore or may hereafter be acquired by the Port Authority.

The term "Director" shall mean the person designated by the Port Authority from time to time to exercise the powers and functions vested in the Director of Aviation; but until further notice from the Port Authority to the Contractor it shall mean the Director of Aviation of the Port Authority for the time being and her duly designated representative or representatives.

The term "Space" shall mean any real estate on each Airport's property where the Contractor has been provided by the Port Authority to conduct its Work associated in this Scope.

The term "Technology Services Department" shall be referred to as "TSD" and means, within the scope of this Contract, the Port Authority's Information Technology services department.

The term "User(s)" shall mean the person(s) designated by the Port Authority who operate the RWIS, or any component of, for its intended use of pavement temperature and weather forecasting information. The "User(s)" may work at any Facility and also any Port Authority owned location, such as its headquarters building.

2. Parking

All Contractors' vehicles operated at the Facility in connection with this Contract shall be clearly labeled on both sides of the vehicle with the Contractor's name and address in contrasting lettering having a minimum dimension of 2" high with 1/2" thick lines.

The Authority will provide parking for Contractor employees assigned to work at the Airports under this contract and while on duty only.

The Contractor shall comply with Port Authority rules, regulations, and such procedures as are now in force and such reasonable future rules, regulations, and the Authority may hereafter adopt procedures as for safe operation of motor vehicles at the Facility.

3. Space Provided the Contractor

The Port Authority will furnish the Contractor, without charge, non-exclusive space for the storage of the Contractor's tools, equipment, materials and supplies during installation only. Said facilities and/or space will be designated by the Manager and may be changed at any time or from time to time at his/her discretion. The Contractor shall at all times, maintain and clean these facilities and all fixtures, equipment and other appurtenances located therein, and maintain them in an orderly and neat appearance as approved by the Manager.

4. Access to Space Provided the Contractor

The Port Authority by its officers, employees, and representatives shall have the right at all times to enter upon the facilities and/or spaces provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for performing of any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing the Port Authority shall have the right, for its own benefit or for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the facilities and/or space and to enter upon the facilities and/or space at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood that the foregoing shall not impose or be construed to impose upon the Port Authority any obligations to inspect, construct or maintain or to make repairs, replacements, alterations or additions nor shall create any liability for any failure so to do.

5. Examination of Space

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

6. Personnel Uniforms and Badges

The Contractor shall provide for its personnel all necessary distinctive uniforms and identification badges or woven identification insignia of a type, style and color which shall be subject to the prior and continuing approval of the Manager, and the Contractor's employees shall wear these uniforms and identification badges or insignia at all times when performing the operations hereunder.

Employees without proper identification shall not be permitted to work. The Contractor's personnel must wear the uniforms at all times while working at the facility. The Contractor shall be responsible to ensure that its employees are wearing proper shoes for the task being 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 obligations of the Contractor to perform the work.

7. Contract Conditions

A. Safeguarding Data

All information concerning the business of the Authority which becomes accessible, or known, to the Contractor, their employees or subcontractors including, but not limited to, financial information, customers, customer lists, business plans, operational plans, data and computer programs, documentation, engineering/ technical data, design process, pricing, research and development, strategic plans, and operating data resident on magnetic media, or other media processed, stored, archived or maintained, shall be protected from loss, erroneous alteration, and shall be held in strict confidence and protected from unauthorized access.

All Confidential Information shall be protected at all times. The Contractor shall provide the same care and processes to prevent unauthorized access, modification, theft or other loss of the Authority data via the same, or enhanced, processes that it presently employs to protect its own information of a similar nature. In the event of any non-authorized access, modification, disclosure, theft or other loss, or inability to account for any Authority data, the Contractor will provide immediate notification to the Authority's Contract Manager. In addition, the Contractor will be held liable for damages or expense to the Authority, including the cost of recovery of lost or modified data, staff time in dealing with the ramifications of the disclosure of private information and corrective procedures and actions undertaken.

The Contractor is authorized to release the weather data collected by the System to the weather forecasting services to help formulate regional weather forecasts and patterns that will benefit the Port Authority and region as a whole.

B. Secure Access to the Software Application

In order to maintain confidentiality of sensitive information, security provisions must be employed in the System. These include data access limitation by password and permission, maintenance of audit controls and security violation reporting. Only the assigned Port Authority Users may have control of the assignment, removal or reinstatement of a user. Any changes must be audited. When a database is part of the solution the Contractor may not have access to the data but can be given read access of data when approved by the Port Authority. The access is removed once the Contractor has completed their work. All passwords must be encrypted and any traffic going over the air or across a network must be encrypted. Passwords must be changed at set expiration times and account lockout of accounts for three or more tries.

C. Warranties

The Specifications may provide for certain warranties of portions of the permanent construction. These warranties are intended for the greater assurance of the Authority and not as a substitute for rights, which the Authority might otherwise have. Although such warranties shall be enforceable as provided, neither any requirement of this Contract with respect to warranties by the Contractor nor any guarantee or warranty given to the Contractor or the Authority by any manufacturer shall be deemed to be a limitation upon any rights which the Authority would have, either expressed or implied, in the absence of such guarantees or warranties.

1. The provisions of 3.b below shall not operate to deprive the Authority of other rights the Authority may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor as provided by law or the Contract Documents.

2. Notwithstanding the Contract documents, any inspection or approval by the Authority of the equipment or its installation, or the existence of any patent or trade name, the Contractor nevertheless warrants and represents that all equipment and the other items including the software, firmware and other items supplied to the Authority hereunder and all workmanship shall be in accordance with this Contract, shall be fully fit for performance and shall operate in accordance with the requirements of the Contract documents. The Contractor guarantees that all equipment and other items to be supplied meet original manufacturer's specifications. The Contractor guarantees all equipment (parts, labor, software, services) and other items to be supplied and workmanship against defects or failures in workmanship and materials, excepting to the extent of defects or failures which the Contractor demonstrates to the satisfaction of the Facility Manager have arisen by reason of accident, abuse or negligence or fault of the Authority, its agents, employees, Licensees or invitees, and not due to fault on the Contractor's part. In the event of defects or failures in said equipment, or other items, or workmanship or any part thereof, then upon receipt of notice thereof from the Contract Manager, the Contractor's warranty obligations for the System shall be to repair or replace and make operational all System components within the time(s) stipulated in Section 2. Scope of Work A.(2). herein at no cost to the Authority.

3. Warranty Period

The obligations of Contractor to remedy defects shall extend through a date one year after the approved completion of the 30-Day Operational Test for the Contract.

4. The terms and conditions of the maintenance section, including those for liquidated damages, shall be enforced during the warranty period.

PART III – COST PROPOSAL FORM

1. 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 Cost Proposal Form attached hereto and made a part hereof.
- b. All Proposers 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 Cost Proposal Form.
- d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated, Total Ten (10) Year Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.
- e. In the event that a Proposer quotes an amount in the Estimated, Total Ten (10) Year Contract Price 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 Proposals. Compensation shall be in accordance with the section of this Contract entitled "Payment."

2. Cost Proposal Tables (Page 1 of 5)

Initial Costs per Airport (Section I + Section II)		
Airport	Section I – Implementation Costs per Airport that Meet NLT Date (See Notes below)	Line Item
	Equip. + Labor + Misc = Total	
JFK	\$ _____ + _____ + _____ = _____	A
LGA	\$ _____ + _____ + _____ = _____	B
EWR	\$ _____ + _____ + _____ = _____	C
SWF	\$ _____ + _____ + _____ = _____	D
TEB	\$ _____ + _____ + _____ = _____	E

Software	Section II - Cost of Back End Enterprise Software that Includes Software Licenses for Ten (10) User Workstations	Line Item
	\$ _____	F

G. Total Implementation Costs for All Airports = A + B + C + D + E + F = \$ _____

Notes:

- In reference to Section I, per Initial Costs per Airport Includes Software Licenses for Eight (8) User Workstations per Airport, but do NOT include the cost of the back end enterprise software as referenced in Section II.
- In reference to Section I, the costs for "Equip" include all software, devices, hardware, etc. as required in the Scope of Work.
- The costs here shall be all-inclusive including, but not limited to, travel, expenses, etc. – there will be no separate compensation.
- Costs for Section I are inclusive of all development phases up to and including Purchase, Installation, Factory Test, Field Acceptance Test, and successful 30 Day Operational Test.
- Prices shall be firm for no less than two (2) years after the NLT Date.

• 2. Cost Proposal Tables (Page 2 of 5)

Section III - Unit Prices						
(Unit Prices to replace damaged equipment not covered under Maintenance)						
(Note - All hardware quoted is same model as proposed)						
Unit Item	Unit Price / Item		Estimated Qty.		Sub-Total	Line Item
Software Licenses for Five (5) User Workstations	\$	X	2	=	\$	H
Commissioning of one (1) RPU with RWIS Application Software (Labor and all other Misc Costs)	\$	X	3	=	\$	I
Installation and Commissioning of one (1) Pavement Surface Sensor (Labor & all other Misc Costs)	\$	X	24	=	\$	J

$K = \text{Estimated Sub-Total Unit Prices} = H + I + J = \$ \underline{\hspace{2cm}}$
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Section IV - Compensation for Parts and Materials			
<p>Proposer shall insert a percentage to be added or subtracted (Proposer shall circle the "+", "-", or "0") to the net cost of parts and materials. The % shall be firm for the duration of the contract and any Extensions.</p>			
Estimated Ten (10) Year Net Cost \$300,000	x (+, -, or 0)	Contractor's Percentage Mark Up/Down _____ % = \$ _____ (Proposer Fills In)	Total Estimated Ten (10) Year Cost of Parts and Materials + \$300,000 = \$ _____ (Proposer Fills In)
<p>Note: "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 materials, supplies, tools, and labor purchased or leased by the Contractor solely for use in performing Contractor's obligations hereunder provided such purchase lease has received the prior written approval of the Manager. The documentation that the Contractor receives from its supplier that accompanies the material will substantiate these charges.</p>			

2. Cost Proposal Tables (Page 3 of 5)

Notes:

- Within the ten (10) year life of this Contract, in the case of equipment failure that is the Authority's fault, the Authority will pay for items included in Sections III and IV, as deemed necessary.
- Within the ten (10) year life of this Contract, in the case of equipment failure due to circumstances that are not the fault of the Authority, there are no additional costs due to the Contractor. All Work to replace and commission any Contractor-supplied equipment is included as part of the monthly maintenance fee. This includes any phased out equipment models that the Contractor deems obsolete.
- In all cases of new equipment pertaining to Sections III and IV, the Authority shall provide the labor to install the field component.

Section V - Warranty / Monthly System Maintenance Costs					
Airport	Monthly Fee		Estimated # of Months * See note below	Sub-Total	Line Item
JFK	\$	x	104	\$	L
LGA	\$	x	104	\$	M
EWR	\$	x	104	\$	N
TEB	\$	x	104	\$	O
SWF	\$	x	104	\$	P
Maintenance of Enterprise Software Package	\$	x	104	\$	Q

R. Est. Sub-Total Monthly Maintenance Costs = L + M + N + O + P + Q = \$ _____

2. Cost Proposal Tables (Page 4 of 5)

Section VI - Warranty / Monthly Weather Forecasting and Lightning Costs					
Airport	Monthly Fee		Estimated # of Months *See note below	Sub-Total for Ten Years of WX forecasting & Lightning	Line Item
JFK	\$	x	116	\$	<u>S</u>
LGA	\$	x	116	\$	T
EWR	\$	x	116	\$	U
TEB	\$	x	116	\$	V
SWF	\$	x	116	\$	W

<p>X. Est. Sub-Total Monthly Weather Forecasting Costs = S + T + U + V + W = \$ _____</p>
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Notes:

- Estimate number of months is for evaluation purposes only.
- Monthly maintenance fees will begin effective on the day following the 12-month warranty period. The first month will be prorated based on the number of days in the month starting with the day following the 12-month warranty period, to the end of month compared to the monthly price.
- Within the ten (10) year life of this Contract, in the case of equipment failure due to circumstances that are not the fault of the Authority, there are no additional costs due to the Contractor. All Work to replace and commission any Contractor-supplied equipment is included as part of the monthly maintenance fee. This includes any phased out equipment models that the Contractor deems obsolete.
- Warranty period (12 months) will start upon successful 30-day Operational Test.
- Annual Maintenance Period to start twelve (12) months after warranty period.
- Monthly / Unit prices quoted here shall be used for the 12-month warranty period and years one thru four (1 thru 4) of Maintenance. Unit costs shall be adjusted, consistent with the Price Adjustment Clause (PART I, titled, "Contract Description," Para. 3, titled, "Adjustment of Prices,") for years 5 - 10.

<p align="center">Estimated, Total Ten Year Contract Costs = G + K + R + X =</p> <p align="center">\$ _____</p>

2. Cost Proposal Tables (Page 5 of 5)

For Port Authority Informational Use Only:

- Per User Workstation License Price = \$ _____
- Per User Workstation Annual Maintenance = \$ _____

Section VII – Personnel and Supervision Costs				
(See Note below)				
Extra Work Items	Unit Price / Item	Estimated Qty.	=	Sub-Total
Training – per day cost	\$	1	=	\$
SUPERVISOR – Labor cost per hour at non airport facility	\$	1	=	\$
TECHNICIAN – Labor cost per hour at non airport facility	\$	1	=	\$
Commission a new facility	\$	N/A		

Note: Section VII, Personnel and Supervision Costs; is for Port Authority Informational Use Only

4. Describe the documents to be provided to the Port Authority's Contract Manager to validate the test results (reports, database listings, statistical analyses, message displays, etc.).
5. A request to conduct the test shall be submitted to the Port Authority's Contract Manager for approval, not less than 30 calendar days prior to the proposed start of the test. The request shall include the estimated length of time required to complete the testing and shall include an agenda that identifies when each of the tests are scheduled to be conducted. The Contractor shall also submit draft copies of all user manuals to enable test participants to become familiar with the System's operation.
6. Certification that the System passed pre-acceptance tests using the approved test procedure and a copy of the pre-acceptance test report indicating the results shall be submitted to the Authority's Contract Manager for approval, not less than ten (10) calendar days prior to the scheduled start of the Factory Inspection and Test.
7. A test report shall be submitted to the Port Authority's Contract Manager after the completion of the test. The report shall include two (2) copies of the signed test document, including all annotations and notes from the actual tests and all failed test reports. The test report shall also state the test results and indicate the nature of any failure(s), the reasons for the failure(s), what corrective actions were taken and on which units the corrections were made, and a list of any outstanding items.

XI. Submittal and Documentation Requirements

Unless specifically stated otherwise, the Contractor shall submit to the Authority's Contract Manager project management, design, testing, operational documentation and plan submittals, and System As-Built drawings as follows:

A. General Submittal Requirements

1. Submittal Review

Allow the Authority's Contract Manager a minimum of ten (10) workdays to review each Contractor submittal and re-submittal. The Contractor is responsible for maintaining the approved schedule even if multiple review cycles are required for each submittal.

2. Submittal Format

The Contractor shall submit all narrative text or tabular list-based submittals as follows:

- (a) Bind all 8.5" x 11" documentation, except standard spiral bound materials, in logical groupings in 3-ring loose-leaf binders. Each bound grouping of documentation shall be permanently and appropriately labeled. No documentation shall be smaller than 8.5" x 11". Document pages shall be numbered sequentially. Revised documentation shall be identified with a version number and revision date on the cover and each page.
- (b) Six sets of hardcopy documents
- (c) One set in a machine readable format which shall be viewable and easily modifiable with the Microsoft Office 2007 suite of tools.

3. Project Plan and Schedule

Within ten (10) days after receipt by the Contractor of Contract Award, the Contractor shall submit a Project Plan and Schedule to the Port Authority's Contract Manager. Elements of

the Plan shall include, but are not limited to: installation plan drawings and product installation literature for all primary components of the System; a schedule and plan for the installation of all devices, communications conduit and cable, and computer hardware, development of custom software features and the loading of all software (with emphasis on what precautions shall be taken to minimize disruption of current operations); plans for the loading of the initial database; training; and, responsibilities for application administration during installation.

The Project Schedule shall include Gantt charts and PERT charts with the critical path identified (using CPM) showing when tasks occur, when resources are required, and what task dependencies exist. The Project Schedule shall be of sufficient detail and clarity so that all work can be reviewed and the Contract Manager can monitor progress. The charts shall indicate a logical sequence of work and identify all dependencies, personnel resources, material, equipment, and work areas required for completion of the work. The degree of detail shall be sufficient to identify at a minimum:

- (a) All activities, tasks and stages of construction, milestones and deliverables as specified both within the Contractor's system development and installation methodology and those specifically identified herein.
- (b) All the activities and tasks associated with the development, installation, integration, configuration and preparation of the System and all subsystem components, submittals, testing and training.
- (c) Project activities with associated tasks and sub-tasks.
- (d) Interfaces and dependencies with preceding, concurrent, and succeeding work effort.
- (e) Resources needed and assignments down to the task level for staff, material, and equipment.

It shall be noted that the development, installation, integration and testing of all Technology Components shall be coordinated with the Port Authority Technology Services Department.

The Project Schedule shall be submitted both electronically and hard copy.

4. Progress Schedule - Preparation, Updating & Reporting

The Contractor shall prepare and submit updated progress schedules to the Contract Manager every other week, with a complete outline of all tasks and activities required for the execution of this project.

The Contractor shall also schedule and conduct regular status meetings on strategic, tactical and operational issues via telephone conference calls or at an Authority-selected site no less frequently than on a weekly basis with the Authority, and other service providers as necessary for resolution of agenda items. At the sole discretion of the Authority, the frequency of meetings may be adjusted. The purpose of these meetings shall be, (but not limited) to:

- tracking the status of the work activities;
- reporting on the operational status of the services, infrastructure and communications links and availability of connectivity between the Authority and the Contractor, as well as connectivity between end-users and the managed environment via the Internet and Mobile devices
- reviewing and reporting on any operational issues including service tickets;

- reviewing the Contractor's performance to the contracted service level metrics;
- reviewing Contractor's invoices for services provided;
- reporting or communicating on all availability of services and the environment directly impacting the Authority's services, and
- resolving disputes.

The Contractor shall produce and deliver to the Authority, at least 48 hours prior to each status meeting, an agenda that includes a status report listing strategic, tactical, and operational items and issues and the status of each. The report shall at a minimum provide a complete statement of the system's status through performance measure reporting, and indicate progress made on operational, project or task issues or activities during the reporting period. Also included should be progress made on work to correct deficiencies, the status of activities to be undertaken in the next reporting period, activities/tasks behind schedule and identification of problems/concerns related to the services, statistics on problems encountered/resolved in the reporting period and year-to-date, as well as statistics on the Service Levels (SLA) standards and ad hoc reports as required by the Authority.

5. System Diagrams

Within fifteen (15) days after Contract Award, the Contractor shall submit to the Authority's Contract Manager for review and approval the following detailed system design documentation:

- a. System Block Diagram illustrating the interrelationship between all system components.
- b. Diagram of system power and communications interconnection wiring (if applicable).
- c. Connectivity Diagrams to illustrate the connections among all system components including, but not limited to, the primary and backup application and database servers, Workstations, communications network and any proposed external connections
- d. Schematic diagrams to show the proposed locations of the equipment that is to be furnished and installed.

6. System Documentation

Within twenty (20) days after receipt by the Contractor of the acceptance of its Proposal, the Contractor shall submit to the Authority's Contract Manager for review and approval a detailed description of the products to be furnished for installation as part of this Contract. System documentation shall include comprehensive and detailed technical descriptions of the System hardware, software, and communications architecture that include, at a minimum, the following information:

- a. Executive Summary:

This document is a summary of documentation material provided in this deliverable, an overview of the System describing all major components, and special features of the System which address performance, expansion, system security, ease of use, and maintainability.

b. Design Overview:

A description of the overall design. This shall include the advantages and disadvantages of the design, (e.g., modularity, flexibility, expandability), and an explanation of why the design is the best implementation to meet the Authority's requirements.

c. Functional Description:

This document is a detailed description of the overall system that provides a functional description of the major components and describes their operation.

d. System Architecture:

This document is a system-level graphic representation of logical components and their interconnections. This shall include identification of the interfaces between each application and each computer and the interfaces to all other external and future systems.

e. Failure Handling and Recovery:

This document is a failure/switchover/recovery matrix showing the types of failures, the process of reporting these failures and indicate whether the reporting mechanism is automatic or semiautomatic. This shall include descriptions of system diagnostics to detect and isolate failures and a detailed explanation of the fault tolerant solution.

f. Narratives:

The narratives shall describe all user functions to enable the System to operate as specified. The narratives also shall pay special emphasis to the requirements for operation and system administration, with an explanation including graphic descriptions that illustrate the proposed user interface, and shall describe the following:

- (1) Operating features
- (2) Report formats
- (3) Screen Layouts illustrating all user interface screens, graphical maps, pop-up windows, pull-down menus, etc.

(4) Matrix that defines the access restrictions to all applications, by user and Workstation location.

(5) Security Features:

A description of all system security features designed into the System to control and monitor access to the System and its components (e.g., hardware, software and data).

(6) Data Loading Analysis:

A description that identifies the type, the amount, and the frequency of data transmission which originated from physical devices and logical processes, and traces the data flow through all communications paths from the origin of the data to its destination, including all intermediate processes or equipment. The analysis includes an estimate of the bandwidth required to support the aggregated data that is likely to traverse each of the communications paths in the system.

(7) Requirements Matrix:

A chart that identifies the design requirements and approved design changes, and indicates the logical processes and physical system/subsystem components where the System's requirements will be implemented. As the design evolves, submit updated requirements matrix. Said chart, based on the approved requirements list, shall identify the location in the design submittals where all the design requirements and approved design changes will be implemented by the proposed logical processes and physical system/subsystem components.

(8) Any other material, documentation or drawings, which the Contractor deems, appropriate.

7. Equipment Inventory

All equipment information (make, model, function, serial number, etc.) shall be inventoried and maintained online for viewing or printing.

8. Change Management

These procedures shall identify what needs to be provided by the Contractor and what needs to be performed before attempting to effect a change to any part of the system, whether hardware, software, database or network.

9. Communications Protocol Manual

The communications protocol shall be documented sufficiently to allow a third party systems integrator to write a software driver to communicate with and fully access all features of the field devices. The communications protocol manual shall include, but not be limited to the following:

- List of all supported objects and what functions they invoke,
- A traceability matrix that identifies the objects used to support the specific functional requirements of the contract.

All information contained in the communications protocol manual shall be non-proprietary and may subsequently be specified and published in future Authority contracts.

B. Database Documentation

Within twenty (20) days after Contract Award, the Contractor shall submit to the Authority's Contract Manager for review and approval a detailed description of the database. Database documentation shall include:

1. Database Schema

A description of the overall organization of the files and tables to be used in the System. This description shall include an identification of all data files, tables, and fields, and the relationships between fields and tables and demonstrate compliance with the data requirements specified herein. This description shall also include, but not be limited to full details regarding any third party database products including version, release, functional characteristics, operational requirements and any other relevant characteristics of the product.

2. Data Dictionary

A listing of all System data elements, including the size, definition, validation rules and other information pertaining to the data elements. If a commercially available data dictionary is to be used, also submit complete and current information about the product.

3. Data Storage Analysis

The techniques employed to ensure that the System can meet the storage requirements for on-line and historical data and expansion capabilities. The analysis shall include identification of all files (e.g., system, message, report files), databases, and their retention cycles and indicate the accessibility to the data, i.e. whether the information will be available for on-line retrieval or archived in off-line storage.

4. Data Flow Diagram

A graphical depiction of the logical processes that comprise the System and an illustration that depicts the data flow as the data moves between these processes. This description shall identify all of the System's functional processes and show the flow from the data's inception to its long-term storage. The documentation shall include data flow diagrams and other necessary documentation to understand how the data is handled and stored.

5. Entity-Relationship Diagram

A graphical illustration of the interactions between the various entities for which data is collected in the System that depicts the relationships between the entities and their associated data. This description shall identify all significant System entities (person, object, place, events, etc.) and show the nature of all significant interactions from the data's inception to storage.

C. System Hardware Documentation

Within twenty (20) days after Contract Award, the Contractor shall submit to the Authority's Contract Manager for review and approval a detailed description of the system hardware. Hardware documentation shall include:

1. Hardware Specifications

A full bill-of-materials and complete specifications (e.g., make, model, environmental and power requirements, ratings, expansion slots, communications ports, etc.) for each element of the System.

2. Component Drawings

Drawings that clearly and completely indicate the function of each System hardware component. The drawings shall indicate termination points of devices, and interconnections required for System operation, interconnection between modules and devices, spacing of components, and location, mounting and positioning details. These Component Drawings are not intended to substitute the required Detail Contract Drawings elsewhere in this section. The Contract Drawings shall be signed and sealed drawings by a licensed engineer in the state of the Airport location.

3. Computer Hardware Requirements

The applications software will operate on a computer platform that will be furnished and installed by the Authority, to meet the requirements identified by the Contractor. Provide detailed requirements of the computer hardware that is required by the applications software to satisfy the functional and performance requirements of the Contract. The requirements shall state all computer hardware considerations, and include, at a minimum the computer architecture, processor speed, memory, secondary storage and peripheral considerations.

Subsequent to submission of Contractor's computer hardware requirements, the Contractor shall meet with TSD to review the Contractor's requirements, formulate system architecture, and finalize the computer architecture that will be used to run the application software.

4. Communications Network Requirements

The System will be connected to the Port Authority's Wide Area Network, which may be expanded by the Authority to meet the requirements identified by the Contractor. The Contractor shall provide detailed requirements of what will be needed from PAWANET in order to satisfy the functional and performance requirements of the Contract. Provide documentation on the interface to field devices, including a detailed description of the communications protocol with the device(s).

5. Commercial Off-the-Shelf Products

The Contractor shall furnish a complete list of Commercial Off-the-Shelf (COTS) products furnished as part of the Contract. Include the name, manufacturer, part number and material specifications as applicable.

6. Equipment Submittals

(a) For all computer equipment, the Contractor shall submit system level block diagrams that demonstrate the feasibility of the system as well as the interconnection of all equipment. The Contractor shall include in the block diagrams, the electrical and mechanical details and the interconnection details showing equipment part numbers, cable type, connectors, etc. The Contractor shall use separate sheets for subsystem and complete system configurations. The Contractor shall include block diagrams for every major functional area.

(b) The Contractor shall provide descriptive material, (manuals, cut- sheets, drawings, brochures, etc.) for each type of equipment and apparatus proposed to demonstrate that the intended equipment or integration of intended equipment will meet the functional objectives of the System. Where applicable, depict rack enclosure equipment layouts, including dimensions of rack and components. The Contractor shall include in these documents sufficient technical data for complete evaluation of the proposed equipment

and system by the Contract manager. The Contractor shall describe the quality, function and capability of each deliverable item.

7. Equipment Documentation

(a) The Contractor shall provide complete operating, maintenance and installation manuals for each type of equipment item specified herein. The manuals shall include sufficient information for the Authority to fully operate and maintain the equipment including schematic wiring and interconnection diagrams; complete instructions for proper installation including equipment outlines, mounting, a complete parts list and a list of recommended spares.

(b) The manuals shall include text that describes all functional capabilities of the equipment; explain all adjustments; how they are performed and their effect on equipment operation. The manuals shall include flow charts that describe troubleshooting procedures in a logical manner. The manuals shall describe required test equipment and incorporate descriptions of its use in manual sections dealing with maintenance and repair of the equipment items.

(c) The manuals shall include information necessary for the proper installation, start-up, initialization and operation of the equipment item.

(d) The manuals shall include environmental and operational specifications such as operating temperature range, power requirements, equipment weight, special handling considerations and equipment power dissipation rates and cooling requirements.

D. Manuals

Within thirty (30) calendar days the Contractor's Facility Acceptance Test, prepare and submit, for approval, six (6) sets of complete, separate manuals for Airport Operations' Staff and contract administrators that will use the System for Authority review and approval. A site-specific manual shall also be provided to document the specific site-related configuration and operations / maintenance.

All manuals shall be specifically written for this installation. Pages from the original equipment manufacturer's standard operations and maintenance manuals can be referenced in the manuals written for this Contract, provided all of the referenced items are included in the manuals.

1. Operations Manuals

A set of Operations Manuals shall be provided that clearly describes all User operations. The manuals shall explain all the features and functions of the System for day-to-day operations and how to use the system to manage more complex situations. A section for problems and/or exception conditions shall be included to enable the User to resolve common operating problems quickly.

The Operations Manual(s) shall contain detailed description of system operations and procedures on how to perform all user functions, including but not limited to the following: Monitor equipment operation, Control all equipment (if applicable), Invocation and explanation of the System reports, Filter and sort the event log, Implement any special system features, and Error and alarm handling procedures, including recovery from all equipment failures.

The Operations Manual shall be written for beginner computer users who are not familiar with detailed computer operations and terms. It shall contain step-by-step procedures with examples containing pictures of the computer screens, explanation of the user interfaces and graphics to illustrate the overall concepts. The manual shall be for instructional, study and refresher use.

2. Application Administration Manual

The Application Administration Manual shall include, but not be limited to all sections covering administration of the application, configuration functions, including but not limited to the following items:

- (a) Detailed instructions and procedures for the installation and configuration of the software.
- (b) Detailed description and procedures for configuration of user access privileges and access levels to use of all application functions;
- (c) Detailed description and procedures for the configuration and management of the application and its databases;
- (d) Detailed description and procedures for installing, backing-up and restoring the application software and include system generation procedures if software development tools are furnished as part of the Contract;
- (e) Detailed description and procedures for event logs maintenance activities including downloading, sorting, printing and clearing.
- (f) Detailed description and procedures conducting system health check to ensure the operational health and vitality of the system.
- (g) A detailed procedure that describes all of the steps to manually switch over operation from the primary application Server to the backup application server and to switch back to the former primary application server once the operation of the former primary application server is restored (if supported by the system architecture design).

3. System Administrator's Manual

A System Administrator's Manual shall be provided which contains graphical depictions, written detailed descriptions and procedures of all functions required for the proper monitoring, maintenance and administration of the System, including but not limited to, the following topics in separate sections:

- steps to manually switch over operation from the primary application Server (active-active) to the backup application server (active-passive) and to switch back to the former primary application server once the operation of the former primary application server is restored (if supported by the system architecture design)
- archiving data and restoring archived data to the database
- backing-up and restoring the database
- changing the database to add or delete tables and or fields; installation and configuration of the software
- backing-up and restoring the application software
- generating the system software from the source code
- performance analysis

- scheduled maintenance
- audit and control
- report production
- contingency plan
- configuration control
- system diagnostics
- database integrity checks

A separate, removable section of the System Administration Manual shall contain information on the proper administration and control of the security features built into the System. Some of the information to be contained in this section includes: maintenance of user identifiers, password control, and security policy review. This System Administrator's manual shall also include computer-generated listings of all system programs as an addendum under separate cover.

4. Site Specific Manual

A Site Specific Manual shall be provided which shows each of the following: site specific configuration parameters and threshold levels; default parameters, actions, and descriptors; and device and component addresses and locations of equipment at each of the facilities.

5. Maintenance Manuals

The Maintenance Manuals shall be provided for all equipment furnished as part of the Contract and include, but not be limited to all sections covering the operation of the hardware, diagnostics, maintenance, troubleshooting and repair including but not limited to the following items: An Introduction that includes a theory of operations and bill of materials; List of components for each subsystem processor, identifying the manufacturer, model number and all configuration information of each component in the system; General description of normal maintenance procedures; Detailed description of operating and troubleshooting procedures for each subsystem including step-by-step troubleshooting procedures to isolate and repair equipment and component faults and failures; System block diagram and a color coded diagram illustrating the interconnection wiring; Complete nomenclature and commercial number of replacement parts, including current prices, listing of spare parts initially provided, and a second source of supply where applicable, cross-referenced as to component designation; Each manufacturer's product data sheet annotated to clearly identify product or part; Each manufacturer's printed operating and maintenance instructions; List of recommended cleaning agents, maintenance procedures and schedules; List of recommended test equipment, if available, including manufacturer's name, address, and model number.

6. Operational Run Book

This document contains a set of defined procedures developed by the Contractor for maintaining the day-to-day operations of the application software, as well as addressing out-of-the ordinary operations. The run book shall include all the information the User would need to perform daily operations and information on dealing with any problems that arise during usage from the operational system. Some procedures defined in the run book would include procedures for starting and stopping the applications software and system, instructions for handling Contractor-furnished devices, and procedures for

special operations, such as backing up the data, archiving the data, deleting and restoring old archived data, etc.

XII. Training Plan

A. Submit to the Authority's Contract Manager for approval, not less than thirty (30) days prior to the intended start date for training, six(6) copies of the Training Plan which includes, but is not limited to the following for each training class:

- (1) Detailed description of the course curriculum;
- (2) Draft copies of the course material including but not limited to manuals, study guides, workbooks, technical reference material, etc.;
- (3) Comprehensive schedule for the delivery of all training classes. The schedule shall include the dates, times and exact locations for the training courses. The training courses shall be held at one or more Authority facilities, in those locations designated by the Authority's Contract Manager. The dates and times shall be coordinated with and approved by the Authority's Contract Manager; and
- (4) Post-training and/or on-the-job technical reference guides.

B. After completion of all Training Courses, submit the following:

- (1) One unbound, reproducible master set of all manuals and a copy of each manual in a digital format that may be edited using Microsoft Word 2007. These master sets shall include a written non-disclosure and copyright waiver allowing the Authority to make unlimited copies, for its own use, of any copyrighted material within, royalty free, for a period of 99 years.
- (2) Six (6) bound sets of operations, maintenance manuals and site specific manuals for each facility.
- (3) Six (6) bound sets of Applications Administration, System Administration and Operational Run Books.
- (4) Four (4) bound sets that include all Facilities' Site-Specific manuals.

XIII. Final Versions Of The Documentation And Applications Software

A. Prior to certification by the Authority that the Contractor has completed all work as specified in the Detailed Project Plan (except for maintenance), the Contractor shall submit all design documentation, manuals, and/or drawings, which have been revised to reflect the as-built conditions. System Documentation shall be provided in both a bound copy and an electronic version in a machine-readable form, which is viewable with the Microsoft Office 2007 suite of tools and Auto-Cad (if used). System documentation submittal(s) shall include but not be limited to versions of the System Drawings and System Documentation that have been updated to reflect the as-built conditions.

B. Final version of the applications software and software installation documentation shall be delivered to the Contract Manager. The applications software will be used in the event that the software needs to be reinstalled in the applications server(s) or workstation(s), in accordance with the terms of the software license.

XIV. Maintenance Of The System

A. Minimum Requirements for Maintenance Provider:

- shall have and be able to demonstrate the following experience and capabilities:
- shall have a minimum of three (3) years experience in the maintenance of Runway Weather Information Systems hardware, including weather sensors, cabling and software for a system that is of similar size and complexity as the one described in this Contract;
- shall have maintenance experience, as evidenced by a minimum of one (1) existing contract of similar size and scope as the one described in this Contract, to provide maintenance and administration of the applications software for systems, either directly or through the use of subcontractors;
- as evidenced on at least one (1) existing contract, shall demonstrate the capability of providing 24 hour, seven days a week, emergency on-site service on the RWIS and all system components and restoring equipment operation within the time specified herein and demonstrate that that services have been provided within the contract service level agreements.

B. Maintenance Components:

- Maintain operational availability of software, all furnished hardware and cabling and any existing hardware, equipment, sensors and cabling the Contractor elects to retain as part of the System
- Scheduled Preventive and Remedial Maintenance
- Error Correction
- Maintain a local maintenance office within 100 miles of all of the airports listed in this contract
- Software Updates
- Ensure Applications and third-party software works with released patches
- Weather forecasting Services
- Training Classes
- Updating Manuals and Documentation to document any changes to the system or system operation
- On-Call Help Support

C. Maintenance Requirements:

Upon certification by the Authority that the System has satisfactorily completed the 30-Day Operational Acceptance Test and that the Contractor has completed all work as specified in the Detailed Project Plan (except for warranty and maintenance), the Contractor shall then provide the maintenance required for the System to perform in accordance with, but not limited to, the following specifications:

1. Maintenance. The following maintenance & support tasks must be performed:

- Under the warranty period for the system, which extends twelve (12) months from the successful completion of the 30-Day Operational Test.
- Under the maintenance provisions, which starts one (1) day after the one (1) year warranty period.

2. Maintenance and support tasks include all expenses (parts, labor, tools, equipment, software, travel, signage, shipping costs, etc.), without additional cost to the Authority, required to perform (but not limited to) the following:

- On-call remedial and scheduled preventive maintenance in order to meet the availability requirements stated herein;
- Correct defects in the furnished applications software;
- Validate and correct (when necessary) the applications software furnished by the Contractor to ensure that it performs in accordance with the specifications of the Contract within ten (10) days after Microsoft and other software providers release patches and updates to the operating system, database and other third-party software that is furnished or used in the System;
- Maintain a current version of the applications software in the Integration and Test Environment;
- Provide updated copies of the software and installation instructions whenever the furnished software is updated, patched or new versions of the applications software are installed by the Contractor;
- Provide weather forecasting services for each of the airports separately, in accordance with the requirements stated herein;
- Provide refresher training classes as part of the on-going maintenance contract, at least once a year, when requested by the Port Authority.; and
- On-Call Help Support by telephone during twenty-four (24) hours per day, seven (7) days per week is required.

Note: A small number of supervisory representatives from Facility will be identified, and all support-related contact with the Contractor will be directed through this representation. Support is independent of errors or remedial maintenance issues, but may be User questions on the use of the application for items that are not clearly described in the Operations Manual.

3. Access to Application Software. The Contractor will be permitted access to the application software in the production system in order to perform its obligations in accordance with the requirements stated herein. If it becomes necessary to physically access the integration and test or production systems, arrangements will be made through the Technology Services Department for the Contractor to access the production system under the Authority's supervision. The Contractor shall also be permitted limited access to the application software in the production system through the Authority's Remote Access Solution.

4. Operational Availability

The Operational Availability of the applications software and furnished hardware shall meet the percentages stipulated below each calendar month for the term of this Contract:

Applications software on the Servers and Workstations:	99.999%
Weather forecasting services:	99.999%
All other furnished equipment:	99.70%

As used in this numbered Clause (and in this clause only) "Operational Availability" means the time during any twenty-four (24) hour period the System and communications network is Available to Users to manage terminal operations. "Available" means that during any twenty-four (24) hour period, the furnished and installed software applications and any Contractor furnished equipment perform according to the manufacturer's specifications.

In the event that Operational Availability fails to meet the percentage stipulated herein, and is not responded to or repaired within the Service Level Agreement time requirements, damage amounts for unavailability for operation are as specified herein.

5. Maintenance Work

The Contractor shall perform complete scheduled preventive maintenance and on-call remedial maintenance so that the System meets the Operational Availability and may be operated twenty-four (24) hours a day, seven (7) days a week. The maintenance program shall be performed with all reasonable care to keep the System in a proper, safe, and efficient operating condition capable of correct operation and reporting. The Contractor shall furnish all labor, travel, materials, supplies, parts, equipment, warning signs, other safety devices, and all other things necessary or proper for, or incidental to, such maintenance.

The Contractor, at its option, shall repair or replace System components maintaining all original specified performance requirements, within the time(s) stipulated in Section XV.E titled "Time to Repair" herein, for any part, component, equipment item, software or firmware of the System which become unsuitable for continued use. Replacement parts or components shall be identical to the original, or equal, as approved by the Contract Manager.

The maintenance performed by the Contractor shall include, but not be limited to, scheduled preventive maintenance, on-call remedial maintenance, error correction, software and firmware diagnostics and corrections, validation that the applications software continues to work (in accordance with the Contract requirements) with manufacturer-released patches to third-party software and engineering updates of the System as described below. The Contractor shall submit to the Authority's Contract Manager for review a schedule of preventive maintenance activities and a description of preventive maintenance procedures no less than 30 days prior to the Warranty Start Date and each anniversary thereof. The Authority's Contract Manager will review the submission, and make comments, within ten (10) working days.

In order to make replacements and repairs as expeditiously as possible, the Contractor shall stock, keep and maintain in the New York-New Jersey metropolitan area a sufficient supply of parts and materials, tools or other equipment as may be necessary to make such replacements and repairs.

In order to meet the service level agreements stipulated in Section 2. Scope of Work A.(2), in this contract, the Contractor shall maintain an adequate number of qualified staff to provide the required technical support.

For Work on Authority property, the placement of any warning or directional signs that would affect motorists shall be submitted to the Manager for approval by the Manager prior to placement.

The Contractor's personnel shall report to the Facility Manager or his/her designated representative at the start and completion of each maintenance visit, and said service personnel

shall keep the Facility Manager informed of the work performed by them by furnishing him/her with a completed "Service Maintenance Form". Said form shall include, in addition to any other pertinent data, such data as times of arrival and departure, materials repaired or replaced, the hours any part, component, equipment item, software or firmware was out of service, the specific components which were inspected, adjusted, repaired or replaced and the workers names, and shall notify the Authority's Contract Manager of additional repairs or replacements which may have to be scheduled for maintenance.

6. Maintenance Description

All maintenance shall be performed in accordance with the equipment and component manufacturers' recommendations. The results from all inspections, tests, diagnostics, equipment repairs and corrective actions shall be reported to the Manager on Authority approved forms.

The maintenance performed by the Contractor shall include, but not be limited to scheduled preventive maintenance, on-call remedial maintenance, error correction, and software and firmware diagnostics and corrections of the System as described herein.

a. Scheduled preventive maintenance shall consist of all actions necessary to inspect, test, diagnose, repair equipment failures, correct System malfunctions and restore System operation to perform in accordance with the manufacturer's stated specification, performance and tolerances. Scheduled preventive maintenance shall include, but not be limited to adjustment, repairs, the replacement of field installable parts that are approaching unserviceable status, all actions necessary to prevent System failures and extend the System's useful life, verify adequate empty disk space available for program usage (i.e., temporary files, logs, etc.), verify log files are saved to removable media and log files are purged on a regular basis, review reports on communications throughput and errors and perform communications diagnostics on each communications channel to identify equipment or cabling problems.

b. On-call remedial maintenance

On-call remedial maintenance shall consist of all unscheduled actions necessary to obtain the Operational Availability, diagnose and correct all System malfunctions and failures and restore the equipment in accordance with the manufacturer's stated specification, performance and tolerances and the System to perform in accordance with the Contract requirements. The Contractor shall provide a specified telephone number and FAX number and email address at no additional cost to the Authority, which is to be staffed 24 hours a day, 7 days a week, to enable the Authority to report errors and malfunctions to the System.

In response to on call maintenance only by the Authority, the Contractor shall contact the Airport Manager within two (2) hours of initial notification in order to coordinate the repair work. Then, the Contractor shall send his/her personnel who are fully familiar with the System and its maintenance requirements, to the Authority property where System components are located in response to notification of a System malfunction or error, and said personnel shall arrive at the premises after receipt of the telephone call and report in to the Facility Manager or his authorized representatives, repair the malfunction and restore System operation within the time(s) stipulated in Section XIV.E, "Time To Repair," and report the status of the repair to the appropriate official upon leaving the facility.

Within twenty-four (24) hours of each site visit for a reported on-call remedial maintenance problem, the Contractor shall provide written documentation of the reported problem and all

actions performed related to the maintenance call in a computer-readable format to the Facility Manager.

7. Equipment Malfunctions or Loss of Service

The Authority will notify the Contractor via the 24-hour telephone or fax number or email, described above, when the System does not perform in accordance with the Specifications stipulated in the Contract due to an equipment problem or loss of service. The Contractor shall dispatch Trained Personnel and complete performance of such error correction to diagnose, debug, repair, replace and correct all malfunctions or restore lost services required for the System to perform in accordance with the Specifications within the time(s) stipulated in Section XIV.E, "Time to Repair" herein.

8. Error Correction

The Authority will notify the Contractor via the 24-hour telephone or fax number or email, described above, when the System does not perform in accordance with the Specifications stipulated in the Contract due to error in the applications software (including firmware) or any modifications thereto. Hardcopy documentation of the error condition will be mailed or faxed to the Contractor. The Contractor shall correct any such error in the System as identified by the Authority or through the Contractor's investigation of the reported error(s). Errors shall include, but not be limited to, flaws in operations and errors due to flaws in the design and coding of the System.

The Contractor shall dispatch his/her personnel and complete performance of such error correction to diagnose, debug, repair, replace and correct all malfunctions required for the System to perform in accordance with the Specifications within the time(s) stipulated in this Maintenance Section XIV.E, "Time to Repair" herein. The Contractor shall provide documentation in machine-readable format, if any, relating to the error correction. The Contractor in an off-line test environment shall test the corrected software. The Contractor shall then prepare a test report and submit it to the Authority for review and approval before the corrected software is installed into the System. Such corrections to the software shall be provided at no additional cost to the Authority.

The Contractor shall repair all software malfunctions maintaining all original specified performance requirements, within the time(s) stipulated in Section XIV.E, "Time To Repair," herein.

D. Time to Respond

In response to a call for maintenance by the Authority, The Contractor shall contact the Airport Manager within two (2) hours of the initial notification by the Authority to the Contractor's designated telephone or Fax number, or email address for remedial maintenance, in order to coordinate the repair work. The Airport Manager will make initial notification to the contact information provided (contact information as specified in Para. XIV.C.6b of this "Maintenance Requirements" section).

E. Time to Repair

1. On-Call Remedial Maintenance

- The Contractor's personnel shall arrive, report arrival to the Airport Manager, repair and return to full operation the RWIS and all failed RWIS components, services or operations

in response to on-call remedial maintenance within the time period stipulated below after notification to the Contractor's 24-hour telephone number.

- The "Repair Time" described in the following table below includes the two (2) hour response time.
- The Contractor shall respond, repair and return to full operation the System and all failed System components and services in response to on-call remedial maintenance as follows:

Dates	Task	Repair Time
Continuous during Twelve (12) Months	<ul style="list-style-type: none"> • Applications Software • Database functionality • Weather Forecasting Services 	Eight (8) hours
Continuous during Twelve (12) Months	<ul style="list-style-type: none"> • RPUs • Communications between RPU and applications software 	24 hours
November 1 – April 15	<ul style="list-style-type: none"> • Field sensors • Communications between field sensor and RPU • Any other System components not specifically stated above 	72 hours
April 16 – October 31	<ul style="list-style-type: none"> • Field sensors • Communications between field sensor and RPU • Any other System components not specifically stated above 	120 hours

2. Validate and Correct Applications Software with Patches and Updates to Third Party Software

The Contractor shall dispatch Trained Personnel and complete performance of such testing, validation and correction to ensure that the software furnished by the Contractor System performs in accordance with the Specifications stipulated in the Contract with the released patches and updates within ten (10) business days from the date that Microsoft and other software providers used in the System release patches and updates to fix software defects or security vulnerabilities to the operating system, database and other third-party software that is furnished or used in the System.

3. Error Correction

The Contractor shall dispatch Trained Personnel and complete performance of such error correction to diagnose, debug, test, repair, replace and correct all malfunctions required for the System to perform in accordance with the Specifications stipulated in the Contract within ten (10) business days from the date of telephone notification of System malfunction.

4. Failure to Repair

The Contractor's obligations for the performance and completion of on-call remedial maintenance within the time or times provided above and for achieving the Operational Availability stipulated in Section XIV.E.4 above are of the essence of the maintenance portion of this Contract. The Contractor guarantees that it can and will obtain the Operational Availability at or above the percentages hereinbefore stipulated and will complete the on-call remedial maintenance within the time(s) hereinbefore stipulated. Inasmuch as the damage and loss to the Authority for failure to repair within the time(s) hereinbefore stipulated will be

incapable or very difficult of accurate estimation, the damages to the Authority shall be liquidated in accordance with Attachment B, Para 5 entitled, "Liquidated Damages."

5. Failure to Correct Error

The Contractor's obligations for the performance and completion of error correction in order to ensure that the System performs in accordance with the Contract requirements within the time provided for in the above are of the essence of the maintenance portion this Contract. The Contractor guarantees that it can and will obtain the Operational Availability at or above the percentages hereinbefore stipulated and will complete the error correction(s) within the time(s) hereinbefore stipulated. Inasmuch as the damage and loss to the Authority for failure to correct errors within the time(s) hereinbefore stipulated will be incapable or very difficult of accurate estimation, the damages to the Authority shall be liquidated in accordance with Attachment B, Para 5 entitled, "Liquidated Damages."

6. Failure to Validate and Correct Applications Software with Third-Party Software Patches and Updates

The Contractor's obligations for the performance and completion of testing, validation and error correction in order to ensure that the applications software performs in accordance with the Contract requirements with patches and updates to third-party software within the time provided for in the above are the essence of the maintenance portion this Contract. The Contractor guarantees that it can and will obtain the Operational Availability at or above the percentages hereinbefore stipulated and will validate and correct the applications software to work as described hereinbefore with the updates and patches to third-party software within the time(s) hereinbefore stipulated. Inasmuch as the damage and loss to the Authority for failure to validate and correct the applications software within the time(s) hereinbefore stipulated will be incapable or very difficult of accurate estimation, the damages to the Authority shall be liquidated in accordance with Attachment B, Para 5 entitled, "Liquidated Damages."

7. Upgrades and Enhancements

The Contractor shall notify the Authority's Contract Manager whenever upgrades and/or enhancements to operating system, the software provided under the Contract or third party software become available. The Contractor shall also provide the Authority's Contract Manager with an analysis of the potential effects of such upgrades/enhancements on the System. This analysis shall include, at a minimum, the following:

- Compatibility of the application software with the new operating system or third-party software
- Potential increases or decreases in operating System performance
- The availability of product support for the current (older) version of the operating system or third party software
- The testing required ensuring that the upgrade will perform as expected
- The cost of the software upgrade, including testing and any other tasks which may be associated with the upgrade

The Authority's Contract Manager will then determine whether or not to order the upgrade. If the Authority's Contract Manager selects the upgrade, the Contractor shall perform the recommended testing, prepare the test report, and perform the upgrade on the System. This work shall be completed under the Cost Proposal Tables in Section IV, "Compensation for Parts and Materials" of this Agreement.

8. Location Conditions and Procedures

- a. Maintenance shall be performed by qualified personnel, competently supervised, who shall be responsible to keep the equipment adjusted and repaired and in proper operating condition; any employee of the Contractor, or its subcontractors, deemed by the Authority's Airport Manager not qualified to perform the work hereunder shall be immediately removed from the location and replaced by the Contractor upon request by the Authority's Airport Manager.
- b. The Authority's Airport Manager will, whenever possible, provide such cooperation as may be necessary to permit entry into locked areas. The Contractor shall give a minimum of forty-eight (48) hours notice of its intention to perform work (other than On-call Remedial Maintenance) under this Contract to the Authority's Airport Manager or his designated representative in order that any necessary arrangements may be made by the Authority's Contract Manager. This notice shall include the Contractor's expected hours of arrival and departure, areas to be serviced, and the number of workers that will be working.
- c. The Authority will not furnish any free facility use passes or public parking spaces for the Contractor. In addition, parking at any location *may* not be available and the Authority makes no guarantee that parking at the location will be provided to the Contractor.
- d. At the time the Contractor is carrying out its operations there may be other persons working in the vicinity. The Contractor shall so conduct its operations as to work in harmony and not endanger, interfere with or delay the operations of others, all to the best interests of the Authority and others, as may be directed by the Airport Manager.
- e. The Contractor shall provide qualified personnel, employees, and workers with identification badges approved by the Airport Manager. Such badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged at the location.
- f. The Contractor shall observe and obey (and compel its subcontractors, officers and employees and those doing business with it to observe and obey) the rules and regulations of the Authority and such further rules and regulations which may from time to time during the effective term of this Contract be promulgated by the Authority or other authorities, commissions, or jurisdictions for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the work areas and property of the location.

D. Hours of Scheduled Maintenance

Scheduled preventive maintenance of System components located on Authority property may be performed at any time. If access to the runway environment is needed so that a runway closure is required, then the Contractor will adhere to the following protocol for runway closures.

Outlined below are the available hours, subject to approval of the Authority's Airport Manager and to the limitation that no piece of equipment or software component shall be removed from service for preventive maintenance without prior approval of the Authority's Contract Manager.

John F. Kennedy International Airport	Midnight to 6AM
Newark Liberty International Airport	Midnight to 6AM
LaGuardia Airport	Weekend Only and Midnight to 6AM
Teterboro Airport	With Prior Coordination Only

E. Training

The Contractor shall provide supplemental training when requested by the Port Authority, using the training material already provided.

F. Maintenance Reporting

The Contractor shall provide a maintenance management system which tracks preventive and corrective maintenance on all system components (software, hardware and field devices). The system shall provide periodic reports for preventive and corrective maintenance activity. The system shall report on the preventive maintenance schedule of system components, preventive maintenance activity that has been performed over prior period(s), a schedule of upcoming activity, and any deviations from the established preventive maintenance program. Reports on corrective maintenance activity shall include a summary of each call including: reason for the call, date and time received, time responded at the facility, total time to correct the problem and return the components to service, corrective measures taken, etc. The system shall also identify and produce reports of trends such as failures of particular components, failures at specific locations, etc.

APPENDIX 1 – RWIS Software License and Agreement

1. This Software License and Agreement is incorporated in and forms a part of the Contract. Exhibit A shall be completed by the Contractor within ten (10) calendar days after Contract award and submitted to the Authority. It shall be updated by the Contractor and submitted to the Authority within ten calendar days after successful completion of Final Acceptance Testing. The Port Authority (hereinafter "the Authority") hereby accepts and Contractor hereby provides to the Authority, a non-exclusive and non-transferable perpetual license to the below identified software products and documentation delivered pursuant to the Contract entitled "All Airports Runway Weather Information System Installation, Maintenance and Weather Forecast" between the Authority and Contractor for the supply, installation, implementation, maintenance and weather forecast services of the Runway Weather Information System ("RWIS" or the "System"). The License Terms and Conditions contained herein are part of this Software License. This License pertains to the material identified by the Contractor in Exhibit A bound herein.

2. Definitions.

The following definitions apply to terms used within this Software License and Agreement:

- a. "Contract" shall mean the Contract entitled "All Airports Runway Weather Information System Installation, Maintenance and Weather Forecast" between Contractor and the Authority, by which Contractor agrees to design, furnish, install, test, maintain and provide weather forecasting services and the Authority agrees to purchase the System.
- b. "Licensed Program(s)" shall mean the identified computer programs furnished to the Authority by Contractor pursuant to the terms and conditions of this Contract. (Provide list in Exhibit A bound herein).
- c. "Licensed Material(s)" shall mean the supportive documentation and materials required to be furnished under this Contract with respect to the Licensed Programs. (Provide list in Exhibit A bound herein).
- d. "License Agreement" shall mean this License Agreement between Contractor and the Authority granting the Authority the right to use the Licensed Programs and Licensed Materials as listed in Exhibit A bound herein.
- e. "Purchased Hardware Products" shall mean all hardware delivered pursuant to the Contract or other future Authority contracts being intended for use in connection with any Licensed Programs. (Provide list in Exhibit A bound herein).
- f. "Designated Site" shall mean the physical location or locations at or in the vicinity of each facility where one or more workstation(s), hardware or virtual products or the Servers (both physical and virtual), which contain, use or are connected to the Licensed Programs or Licensed Materials, and which for the purpose of this Agreement means the RWIS operation at the Authority facilities listed in the Contract documents, including all present and any future sites at all buildings at the above listed facilities. Said term shall also include the locations of the backup sites for the operation designated in accordance with the terms of this Contract.
- g. "Updates" shall mean any periodic releases of a Licensed Program encompassing any improvements, updates and other changes that are logical improvements of said Licensed Program. Updates shall include releases that are generally made available at no additional cost to Contractor's licensees who have a current maintenance agreement with Contractor in effect. Once delivered to the Authority, Updates shall become part of the Licensed Programs and documentation concerning Updates shall become part of the Licensed Materials.
- h. "Use" shall mean the copying of any portion of the source or object code of a Licensed Program into the Server(s) (both physical and virtual devices), hardware and virtual products or workstation(s) for processing of the instructions or statements contained in such Licensed Program. Use as stated hereinafter shall also mean the use of any Licensed Materials.

- i. "Proprietary Software" shall mean any software shell, firmware and programs that are Contractor owned. Custom programs, data files or routines, which operate within but are not part of Proprietary Software, are defined separately under subparagraph 2.n, "Custom Software."
- j. "Third Party Software" shall mean computer programs, including all operating systems, compilers, database management systems, development tools, utilities and other programs owned by persons or entities other than Contractor and which form any part of programs licensed hereunder or are required for proper processing. Contractor warrants that it has or will have the full right and authority to license to the Authority any Third Party software which forms a part of the Licensed Programs, and that the license terms between the Authority and any said third party owners permit or will permit Contractor to grant to the Authority the right of use given herein. Any right of Use granted to Contractor by any third party and consistent with, but not in excess of, any rights granted herein shall insure to the benefit of the Authority as a third party beneficiary. Contractor agrees to include this language in its third party contracts and shall provide proof of same upon request.
- k. "Third Party Software Vendors" shall mean owners, other than Contractor, of any of the Licensed Programs or Licensed Materials, which have ownership, trade secret, copyright, patent or other rights in any of the Licensed Programs or Licensed Materials.
- l. "Source Code Programs" shall mean the Licensed Programs as written by programmers or otherwise created so that they are intelligible to humans and which can also be compiled, assembled, interpreted or otherwise converted by standard utilities directly into executable form for processing on a computer system.
- m. "Confidential Materials" shall mean those parts of the Licensed Materials that are claimed by the Contractor or any of its Third Party Software Vendors to constitute or contain trade secret, confidential or other proprietary data that is or might be of competitive advantage in the marketplace.
- n. "Custom Software" shall mean any new programs written by the Contractor or any Third Party Software vendors which operate within the software environment of the Proprietary Software, or Third Party Software, including all software, firmware or programs developed during the term of this Agreement which results in direct enhancements to the Contractor owned products based upon the Authority's specification and utilizing the Authority's design and/or proprietary information such as attributes, objects, algorithms or programs, and configurations that are specific to the Authority's RWIS System.

3. Applicability.

The Software License herein applies to all software and software documentation (including firmware) which has been, is being or will be developed and furnished to the Authority pursuant to the terms of this Contract for use in and on equipment furnished and installed for the benefit of the Authority's RWIS System, including any and all present and any future Designated Sites.

4. Term.

The term of the within License shall commence upon the effective date of the Contract and shall be perpetual, unless terminated as provided below:

a. Failure to Perform.

If the Authority defaults in the performance of any of its material obligations under this Software License Agreement and such default is not corrected within sixty (60) days after written notification of such default from Contractor, the within license may be terminated by Contractor upon ten (10) days additional written notice of termination to the Authority. To be effective, the initial sixty (60) day notice must:

- 1) Have attached thereto a copy of this Software License Agreement;

- 2) Specify the particular section or sections hereof which are believed to have been breached and the specific nature of each claimed breach; and
- 3) Specify the corrective action that will be acceptable to affect a cure of the claimed violation or violations.

In the event the claimed default or defaults cannot be cured within sixty (60) days, then it shall be sufficient if the Authority commences action within said sixty (60) day period which is reasonably designed to effect a cure and thereafter diligently pursues said cure until it is accomplished.

b. Termination by The Authority.

The Authority may terminate this Software License Agreement, at its option, with a thirty (30) day advance written notice served to the Contractor.

5. System Use.

a. Custom Software.

All Custom Software including source code and associated supportive materials provided by the Contractor and any third party subcontractor for the Work under this Contract shall become the property of the Authority. The Authority shall have possession and unlimited use of the source programs, which includes the right to copy, modify, compile and otherwise utilize the software.

b. Proprietary and Third Party Software.

Contractor hereby grants the Authority a personal, non-transferable, non-exclusive and royalty free license to use the object code (machine readable) and executable form of all Licensed Programs on the designated hardware and virtual products furnished either by the Contractor or the Authority or other compatible hardware or virtual products as may be required to enable utilization of the Licensed Programs for their intended purpose. Licensed Programs shall include all Proprietary Software and Third Party Software that are required for the proper and complete functioning of the RWIS System and all of its components as stipulated in the Contract documents and in the detailed software and system designs submitted by the Contractor and approved by the Authority. Use is limited to the Authority's internal business purposes only. Contractor further grants to the Authority a perpetual, non-exclusive, irrevocable license for the Authority to use all Licensed Materials in connection with the use and operation of the Licensed Programs. The foregoing licenses shall exist in perpetuity, subject to the rights of termination set forth elsewhere herein. All charges and fees for use of the Licensed Programs and Licensed Materials are included in the price under the Contract, and there shall be no further fees or royalties of any description for such use.

The Authority shall be licensed to install the Licensed Programs on all servers (both physical and virtual devices), hardware and virtual products, and a minimum of ten (10) workstations that are used for the proper and complete functioning of the RWIS and an unlimited number of Authority-authorized users. The Authority shall have the ability to purchase licenses for additional workstations in accordance with the terms and conditions of the Contract. The License shall include the ability to concurrently access the Licensed Programs and Weather Forecasting and Lightning Services from all workstations for which licenses have been purchased.

It is expressly understood that normal software maintenance, including the right to receive updates without additional charge, after approval of completion of the 30-Day Operational

Test under the Contract entitled "All Airports Runway Weather Information System Installation, Maintenance and Weather Forecast", is not included; rather, software maintenance and updates after issuance of such approval of completion of the 30-Day Operational Test shall be included in accordance with the terms of Section XIV, entitled, "Maintenance of the System," of the same Contract.

6. Contractor's responsibility

The Contractor shall provide to the Authority as part of this Contract all necessary software to enable the RWIS System to operate as specified in the Contractor's proposal and design documents submitted by the Contractor and approved by the Authority. This includes all operating system, utility, applications, and other software which are not developed by the Contractor but which are necessary for the full and proper functioning of the System. The Contractor is also responsible for the performance and support of all software acquired and/or licensed under this Agreement for the term of the Contract, and is solely responsible to the Authority that such software complies with its published specifications and meets all of the specific requirements of this Contract.

For all software not developed by the Contractor (Third Party Software), the Contractor shall provide to the Authority: fully paid-up, executed, proper and legal licenses for said software issued to the Authority for the term of this Contract, for the warranty and maintenance period for all Authority use on the RWIS System, full rights and access to all upgrades, enhancements, revisions, and changes by the developer/owner for the term of the license agreements, full documentation for the software which includes complete installation, maintenance, operation, and trouble-shooting documentation for the software. Contractor shall supply documentation provided with Third Party Software.

a. Third Party Software.

Source Code Programs and Confidential Materials - Contractor shall ensure that the Authority is provided with the latest release/revision of the software with all appropriate and current documentation and customer support agreements included in the paid-up license stipulated above.

b. Custom Software

Custom Software shall be furnished in a high level language, and the Contractor shall demonstrate the ability of the software to compile and execute on the designated hardware and virtual products furnished either by the Contractor or the Authority. Source code for Custom Software shall be fully commented. The Authority shall retain all rights and ownership of the Custom Software for all legitimate business purposes of the Authority.

c. Confidential Materials

1) Confidential Relationship.

With respect to all Confidential Materials delivered to the Authority by Contractor, or any Third Party Software Vendors, or obtained by the Authority, the Authority states that it intends to and will accept the same in relationship and status of trust and confidentiality.

2) Security.

Proprietary Software and Confidential Materials, which may come into the possession of the Authority, shall be maintained under strict confidentiality so as to insure that it is not disclosed to any third parties. Nothing contained in this numbered clause shall be construed to grant to the Authority the right to make derivative works or obtain or use any of the Proprietary Software or Confidential Materials and such rights, if any, shall exist only where and to the

extent granted elsewhere herein. However, nothing herein shall preclude the Authority from disclosing any licensed software or licensed materials for the purpose of operating the RWIS System, to the Authority supplemental staff or consultants, provided they execute a non-disclosure agreement.

3) Relocation.

If any workstation(s), hardware and virtual products or the servers (both physical and virtual) should become inoperative due to a malfunction, any license granted hereunder for said Designated Site shall be temporarily extended to authorize the Authority to Use the Licensed Programs at any other site until the Designated Site is returned to operation. If Designated Site is relocated for any reason, any license granted hereunder for that Site shall be extended to authorize the Authority to Use the Licensed Programs at said relocated site without written notification to Vendor. The Authority may not relocate a Designated Site to any location that is not owned or controlled by the Authority without the express written notification to Vendor. However, the Authority will make every reasonable effort to notify the Contractor of said change within thirty (30) calendar days.

4) Replacement Hardware.

If the Authority should replace any Server(s) (both physical and virtual devices), hardware and virtual products or workstation(s), which are a part of the designated hardware and virtual products furnished either by the Contractor or the Authority with Server(s) (both physical and virtual devices), hardware and virtual products or workstation(s), then this License may be transferred to such units following which the Use of the Licensed programs on the old units shall be discontinued. The Licensed Programs may be used on both Servers (both physical and virtual devices), hardware and virtual products or workstation(s) for a reasonable time as necessary during the process of changing from one Server(s) (both physical and virtual devices), hardware and virtual products or workstation(s) to the other. The Authority shall make every reasonable effort to notify Contractor in writing of any such transfer prior to commencing operations on the hardware.

5) Copies.

The Authority shall have the right to make such number of backup and archival copies of the Licensed Programs, either complete or partial, for use by the Authority at the Designated Site as its business needs shall reasonably require for backup, archive or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable materials, or to store backup copies at the off-premises location which the Authority uses for security storage purposes. The Authority shall not copy the Licensed Programs in whole or in part, except as expressly provided in this numbered clause.

6) Proprietary Markings.

The Authority agrees not to remove or destroy any proprietary markings or proprietary legends, including copyright notices, appearing on or contained within any Licensed Programs, Licensed Materials and Confidential Materials.

7) Limited Warranties.

- a. Contractor warrants that the Licensed Programs as installed on the designated server(s) (both physical and virtual), hardware and virtual products and workstations(s) furnished either by the Contractor or the Authority will perform in accordance with the Contract documents, which form a part of the Contract entitled "All Airports Runway Weather Information System Installation, Maintenance and Weather Forecast", as well as with Authority approved design documents.

b. **Malicious Software.** The Contractor hereby warrants that the Licensed Programs furnished under this Agreement are free of so-called viruses, Trojan Horses or other devices which could be manually or automatically activated to damage or render inoperable the furnished software and programs or databases used by the Authority.

8) **Assignment.**

Without the prior express written consent of Contractor, the Authority's rights to any Licensed Programs or Licensed Materials shall not be assigned, licensed, or otherwise transferred, voluntarily or otherwise, by the Authority, provided that such consent shall not be unreasonably withheld. Any such assignee must agree in writing to be bound by all of the terms and conditions of this Agreement before any such assignment is effected.

9) **Force Majeure.**

Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement by reason of or as a result of fires, strikes, floods, water, wind, earthquakes, tornado, hurricane, lightning, explosions, governmental regulations, court order or decrees, or other cause beyond the reasonable control of the affected party.

10) **Governing Law.**

This Agreement shall be deemed to have been entered into, and shall be interpreted, in accordance with the laws of the State of New York.

11) **Headings.**

The paragraph headings contained in this Agreement are for reference only and shall not affect the interpretation or meaning of this Agreement.

EXHIBIT A

License Number: _____

Licensed Programs: _____

Program Name	Function	Version
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Purchased Hardware Products:

Quantity	Model	Description
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Licensed Materials:

Quantity	Type	Description
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ATTACHMENT C.1 Existing Conditions

Last updated: December 2009

TABLE 1: Existing Conditions (per Facility)				
Facility	Equipment	Location on Airfield	Operable / Inoperable	Highlights
JFK-RPU 1	RPU 1	(Ex. 4)	Inoperable	Communication Issues
JFK-S1	Sensor 1		Operable	New, replaced Summer 2009
JFK-S2	Sensor 2		Operable	New, replaced Summer 2009
JFK-S3	Sensor 3		Operable	New, replaced Summer 2009
JFK-RPU 2	RPU 2		Operable	
JFK-S4	Sensor 4		Inoperable	Sensor could not be located
JFK-S5	Sensor 5		Operable	
JFK-S6	Sensor 6		Operable	
JFK-Sub			Operable	
JFK-RPU 3	RPU 3		Operable	
JFK-S7	Sensor 7		Operable	
JFK-S8	Sensor 8		Operable	
JFK-S10	Sensor 10		Inoperable	Non-warranty, milled and re-paved over
JFK-RPU 4	RPU 4		Operable	
JFK-S12	Sensor 12		Operable	
JFK-RPU 5	RPU 5		Operable	
JFK-S13	Sensor 13		Inoperable	Non-warranty, milled and re-paved over
JFK-S14	Sensor 14		Operable	
JFK-RPU 6	RPU 6		Operable	
JFK-S15	Sensor 15		Operable	
JFK-S16	Sensor 16		Inoperable	Non-warranty, milled and re-paved over
JFK-RPU 7	RPU 7		Operable	
JFK-S17	Sensor 17	Operable		
JFK-S18	Sensor 18	Operable		
JFK-S19	Sensor 19	Operable		
JFK-RPU 8	RPU 8	Operable		
JFK-S20	Sensor 20	Operable		
JFK-S21	Sensor 21	Operable		
JFK-S22	Sensor 22	Operable		
LGA-RPU 1	RPU 1	Operable		
LGA-S1	Sensor 1	Operable		
LGA-S2	Sensor 2	Operable		
LGA-S3	Sensor 3	Inoperable		
LGA-S4	Sensor 4	Inoperable		
LGA-Sub		Operable		
LGA-RPU 2	RPU 2	Operable		
LGA-S5	Sensor 5	Operable		
LGA-RPU 3	RPU 3	Operable		
LGA-S6	Sensor 6	Operable		
LGA-RPU 4	RPU 4	Operable		

LGA-S7	Sensor 7		Operable	
LGA-S8	Sensor 8		Operable	
EWR-RPU 1	RPU 1	(Ex. 4)	Operable	
EWR-S1	Sensor 1		Operable	
EWR-S2	Sensor 2		Operable	
EWR-S3	Sensor 3		Operable	
EWR-S4	Sensor 4		Operable	
EWR-RPU 2	RPU 2		Operable	
EWR-S5	Sensor 5		Operable	
EWR-S6	Sensor 6		Inoperable	Needs calibration
EWR-S7	Sensor 7		Inoperable	
EWR-S8	Sensor 8		Inoperable	
EWR-RPU 3	RPU 3		Inoperable	
EWR-S9	Sensor 9		Inoperable	
EWR-S10	Sensor 10		Inoperable	
EWR-S11	Sensor 11		Inoperable	
EWR-S12	Sensor 12		Inoperable	
TEB-RPU 1	RPU 1		Operable	
TEB-S1	Sensor 1		Operable	
TEB-S2	Sensor 2		Operable	
TEB-S3	Sensor 3		Inoperable	Re-installation scheduled 1-6-2010
TEB-S4	Sensor 4		Operable	
TEB-RPU 2	RPU 2			
TEB-S5	Sensor 5		Operable	
TEB-S6	Sensor 6		Operable	
SWF-RPU 1	RPU 1		Operable	
SWF-S1	Sensor 1		Inoperable	Possible cable damage
SWF-S2	Sensor 2		Operable	
SWF-S3	Sensor 3		Inoperable	Possible cable damage
SWF-S4	Sensor 4		Operable	
SWF-S5	Sensor 5		Operable	
SWF-S6	Sensor 6		Inoperable	Possible cable damage

ATTACHMENT D – Statement of Subcontractor Payments

INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of Subcontractor Payments form, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

Statement of Subcontractor Payments

M/WBE Participation Report

Contract/PO No.: _____
 Contract Title: _____
 Prime Contractor Name: _____
 Contract/PO Amount: _____
 PA Project Manager: _____

Date of Invoice: _____
 Committed M/WBE Goals: M _____ W _____
 Award date: _____
 Completion date: _____
 M/WBE Participation to date M _____ W _____

Subcontractor's Name	Description of Work Performed or Materials Supplied by Subcontractor	Subcontractor's Address & Phone No.	M/WBE Status	Total Contract Amount Awarded to Sub	Total of Sub's Previous Requests	Amount Paid Sub to date	Amount of This Request

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

 Signature Print Name Title Telephone

PROCUREMENT M/WBE PARTICIPATION PLAN

PA3749B / 03-09

Office of Business and Job Opportunity

PAGE: _____ OF _____

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: L.L.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: _____
 Proposer/Bidder Name: _____
 Mailing Address: _____
 Telephone Number: _____

Contract Description: _____
 Contract Amount: _____
 Contract Goals: MBE _____ WBE _____

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
TOTAL:					

Signature of Contractor: _____
 Print Name: _____
 Title: _____ Date: _____

FOR OBJO USE ONLY

Contract Goals: Approved Waived Rejected

Reviewed by: _____
 OBJO Business Development Representative

Print Name: _____ Date: _____

Distribution: Original - OBJO; Copy 2 - Manager, Line/Facility Department; Copy 3 - Proposer/Bidder; Copy 4 - Procurement Dept - Award File

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. MWBE Subcontracting Provisions, the proposer shall submit this form as the MWBE Participation Plan and/or good faith documentation as part of Section 7. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part VI of the contract book, the bidder shall submit a MWBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted MWBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the MWBE Participation Plan review.

ATTACHMENT F – Certified Environmentally Preferable Products/Practices

Proposer Name: _____ Date: _____

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

1. Packaging

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

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

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

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

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

4. Certifications

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

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

If yes, Proposers must attach copies of the certificates obtained.

5. Other Environmental Criteria

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

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

_____ Name _____ Date

3. **Installation and Location of Computing and Communications Equipment**

TSD will install the computing and communications equipment in the managed data centers and Authority facilities as required by the application. The Contractor will work with TSD to coordinate any conduit and cabling installation from computing devices to the Port Authority's Wide Area Network. This work will be done under the supervision of the Facility Manager.

4. **Installation and Testing of Application Software**

Once the Contractor has completed its application development and contractually required Factory Inspection and Testing, it will advise the Authority's Project Manager that it is ready for the application software to be integrated with the Port Authority Wide Area Network (PAWANET) infrastructure and services, and tested. The Contractor shall also submit written procedures for the application software installation and configuration. The Contractor shall ensure that the application software, at the time of delivery, functions properly with the current versions of the Port Authority's operating system, database software and patches.

Using written procedures prepared by the Contractor, the Port Authority will supervise the installation and configuration of software on the Authority servers in the Integration and Test Environments.

When the application is a candidate for virtualization, the Authority will install the VMware ESX-based Guest Virtual Machine (VM) on a 'shared' computing platform for Contractor application.

Under this arrangement, the Port Authority may provide a copy of the Authority's standard VM Guest from our ESX Host environment, on media provided by the Contractor, to the Contractor for installation into its environment for factory configuration, development and test of the contracted application. Once completed, the Contractor shall submit the VM Guest, with the configured applications software installed to the Authority, which will install the VM Guest and applications software in the Authority's Integration and Test ESX host environment for on-site testing.

Once the applications software is successfully installed and configured in the Integration and Test Environments, the Contractor shall test its software to ensure that it works properly and is fully integrated with the Authority's infrastructure.

After the Contractor has demonstrated to its satisfaction that its software is fully functional in the Integration and Test environment and the Authority confirms that all PAWANET services are operating properly, the Contractor shall submit to the Project Manager a certification that its software is ready for Field Acceptance Testing. The Contractor shall also submit updated procedures for the installation and configuration of the application software. These procedures will be used to ensure 'repeatable' application installation/configuration within the Authority's environment and will be a success criteria during acceptance testing.

Upon approval from the Project Manager, the Contractor shall conduct the field acceptance test of the application software in accordance with the testing requirements specified in the contract documents.

Subsequent to the successful testing of the application software in the Authority's Integration and Test Environments and approval by the Authority's Project Manager, the Contractor shall install and configure its application software in the Authority's servers in the production environment under Port Authority supervision using the software installation and configuration procedures submitted by the Contractor and approved by the Port Authority. Once again, the Contractor shall demonstrate the proper functioning of the applications software, in accordance with the testing requirements specified in the Contract Documents. The media will be returned to the Contractor.

5. Access to the Production System for Maintenance of the Application Software

The Contractor will be permitted access to the application software in the production system in order to perform its obligations in accordance with the requirements stated in the Contract Documents and the maintenance provisions. If it becomes necessary to physically access the production system, arrangements will be made through TSD for the Contractor to access the production system under the Authority's supervision. The Contractor shall also be permitted limited access to the application software in the production system through the Authority's Remote Access Solution.

6. System Administration

The Port Authority's Systems Administrator will maintain the operating system and all Port Authority furnished and installed security and monitoring software on the servers, workstations and laptop computers, and perform all system administration functions.

7. Database Administration

The Port Authority's Database Administrator will maintain the database and perform all database administration functions.

8. Hardware Maintenance

The Port Authority will monitor and maintain all Port Authority furnished and installed servers, workstations, laptop computers and networking equipment.

9. Database Standards

Oracle and Microsoft SQL are the preferred databases for Port Authority systems. All furnished database software shall be a currently supported version at the time of Factory Inspection and Test.

For all databases, an auditing trail must be enabled for all accounts with administrator privileges.

10. Virtual Environment

The applications software shall be capable of operating in a virtual environment under VMware ESX server.

11. Systems and Database Software and Software Licenses

The Port Authority will furnish the operating system software, the database software and the software licenses for both the operating system and database software.

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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 is not to be construed as a submission by the Port Authority to the application to itself of such requirements.

- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

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

of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.
- b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

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

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

ii. Issuance of Photo Identification cards:

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

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

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

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

- iv. The Contractor and subcontractors, when appropriate, shall sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2009, corrected as of February 9, 2009)*.

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

- a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but

not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

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

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager 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. M/WBE Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

- c. Soliciting services and materials, 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.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business and Job Opportunity, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business and Job Opportunity, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of \$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.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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