

December 16, 2013

Ms. Lorena de Rodriguez
SSi Inc.
7230 N La Cholla Blvd.
Tucson, AZ 85741

Re: Freedom of Information Reference No. 14324

Dear Ms. de Rodriguez:

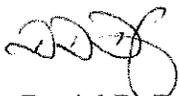
This is in response to your October 4, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of records related to the scope of work and contract details for the following contract numbers: 4600007394 Security Training, Aviation - Exercised Option - American Association of Airport Executives - Alexandria, VA for \$69,680 from 8/15/2013 through 8/14/2015, 4600007392 Aero Ops Training, Regulatory, Aviation - Exercised Option - American Association of Airport Executives - Alexandria, VA for \$418,960 from 8/15/2013 through 8/14/2015, 4600007391 Aero Ops Training, Technical, Aviation - Exercised Option - American Association of Airport Executives - Alexandria, VA for \$105,119 from 8/15/2013 through 8/14/2015 and 4600007390 Wildlife Training, Aviation - Exercised Option - American Association of Airport Executives - Alexandria, VA for \$64,688 from 8/15/2013 through 8/14/2015.

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/14324-C.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (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

2013 12 16 10:00 AM
14324-C.pdf
14324-C.pdf
14324-C.pdf

THE PORT AUTHORITY OF NY & NJ

VIA MAIL

Lillian D. Valenti
Director, Procurement

July 12, 2013

Mr. Jim Johnson
Executive Director, Airport Services
American Association of Airport Executives
601 Madison Street
Alexandria, VA 22314-1761

RE: AERONAUTICAL TRAINING FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AVIATION DEPARTMENT (AERONAUTICAL OPERATIONS-REGULATORY: CONTRACT#46-7392/PURCHASE ORDER 45-57880), (DRIVER TRAINING: CONTRACT#46-7393/PURCHASE ORDER 45-57913), (AERONAUTICAL OPERATIONS-TECHNICAL: CONTRACT#46-7391/PURCHASE ORDER 45-57864), (WILDLIFE: CONTRACT#46-7390/PURCHASE ORDER 45-57859), (SECURITY TRAINING: CONTRACT#46-7394/PURCHASE ORDER 45-57914)-EXERCISING THE TWO-YEAR OPTION PERIOD

Dear Mr. Johnson:

Pursuant to the above referenced Contract Attachment C "General Contract Provisions", Section 2 "Duration", page 55, paragraph 1, The Port Authority of New York and New Jersey ("Authority") hereby extends the reference Contract for the two-year option period effective August 15, 2013 and unless sooner terminated, through August 14, 2015. All other terms and conditions of the existing contract shall remain in full force and in effect.

Pursuant to Attachment C "General Contract Provisions", Section 2 entitled "Duration", page 56, paragraph 5, item a, of the Contract, the compensation payable in the first year of the option period shall be adjusted by 1.8140% as provided for in the Contract period and shall constitute the compensation in effect for the first year of the option period in all categories, with the exception of the category 4 entitled "Aeronautical Operations Regulatory" effective August 15, 2013 to August 14, 2014.

Should a future review by our Audit Department indicate that a modification to these adjustments is proper under this Contract, it shall be made accordingly and compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the Contract, or as the exercise by the Port Authority of any extension rights thereunder.

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

THE PORT AUTHORITY OF NY & NJ

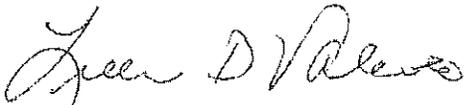
Except as set forth above, all other terms and conditions of the Contract shall apply to the extension period. In the event of any conflict or inconsistency between the provisions of this letter and those of the Contract, the provisions of this letter shall govern.

Please submit an updated your certificate to General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY 10003, (Attention: Contract Certificate Review). Please Certificate must be annotated with CITS tracking number CITS# 3065N on your certificate.

For invoicing and correspondence purposes, continue to use the above referenced purchase orders numbers as listed above.

Questions in regards to the Contract may be directed to the Contract Administrator, Hema Iyer at (212) 435-3744. Any other questions may be directed to Lesley Brown of the Port Authority's Procurement Department at (201)395-3469.

Sincerely,



Lillian Valenti
Director, Procurement
Procurement Department



THE PORT AUTHORITY OF NY & NJ

OVERNIGHT MAIL AND EMAIL: WILL.JAMES@AAAE.ORG

August 12, 2008

American Association of Airport Executives
601 Madison Street Suite 400
Alexandria, VA 22314

Attn: Will James, VP Development & Training

RE: AERONAUTICAL TRAINING FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AVIATION DEPARTMENT (AERONAUTICAL OPERATIONS-REGULATORY: CONTRACT# 46-7392/ PURCHASE ORDER 45-57880), (DRIVER TRAINING: CONTRACT # 46-7393/PURCHASE ORDER 45-57913), (AERONAUTICAL OPERATIONS-TECHNICAL: CONTRACT # 46-7391/ PURCHASE ORDER 45-57864), (WILDLIFE: CONTRACT # 46-7390/ PURCHASE ORDER 45-57859), (SECURITY TRAINING: CONTRACT # 46-7394/ PURCHASE ORDER 45-57914).

Dear Mr. James:

The Port Authority of New York and New Jersey ("the Authority") hereby accepts the proposal of American Association of Airport Executives ("AAAE"), for a contract (the "contract") for the above referenced services for a five-year base period commencing August 15, 2008 through August 14, 2013 subject to earlier termination or extension as provided in the Agreement. AAAE is awarded the following five (5) categories of the RFP: Wildlife, Aeronautical Operations-Technical, Aeronautical Operations-Regulatory, Aeronautical Driver Training, and Security Training. Each of the five (5) categories has a separate contract and purchase order number which is referenced above.

The Contract between the parties shall consist of the following items, stated in order of precedence in case of conflict:

1. This Letter of Acceptance;
2. The Port Authority of NY & NJ Standard Terms and Conditions;
3. AAAE's Best and Final Offer dated April 10, 2008 as further amended by Best and Final Offer email dated June 11, 2008 and the June 16th email to Larry Waxman which states as follows: "Per our phone conversation, AAAE is willing to forgo any Consumer Price Index (CPI) adjustment during the base years (5 years) for any of the categories that AAAE may win. CPI adjustment (maximum 3%) would be applicable in all categories, with the exception of the category #3 (Aeronautical Operations-Technical) during the extension periods". The extension period shall be in fact the 1- two year option period.
4. AAAE's proposal (RFP Response) dated January 28, 2008; and

*One Madison Avenue, 7th Fl
New York, NY 10010
T: 212 435 7000*



THE PORT AUTHORITY OF NY & NJ

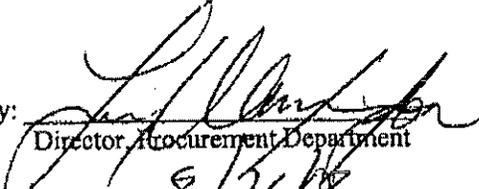
(RFP #14683 page 2)

- 5. The Authority's "Request for Proposal" entitled "Aeronautical Training For the Port Authority of New York and New Jersey Aviation Department" issued January 2008, as amended by Addendum No. 1 dated January 2, 2008, Addendum No. 2 dated January 7, 2008, and Addendum No. #3 dated January 23, 2008.

If you are in agreement with the above, please indicate such agreement by signing both copies of this letter at the lower left and returning both signed copies to the attention of Nadine Aziz, Procurement Department, One Madison Ave, New York, N.Y. 10010. One fully executed original of this letter will be returned to you following execution by the Port Authority. If you have any questions, Ms. Aziz can be reached at (212) 435-3934. The contract administrator is Ian Van Praagh who can be reached at 718-533-3409.

Sincerely,

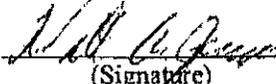
THE PORT AUTHORITY OF NY & NJ

By: 
Director, Procurement Department

Date: 8/26/08

AGREED:

AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES (AAAE)

By: 
(Signature)

By: Will A James
(Print)

Title: Senior VP, Training

Date: 8-18-08

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS..... 3

PART II GENERAL PROVISIONS..... 4

1.	Facility Rules and Regulations of The Port Authority	4
2.	Contractor Not An Agent.....	4
3.	Contractor's Warranties	5
4.	Personal Non-Liability.....	6
5.	Equal Employment Opportunity, Affirmative Action, Non-Discrimination.....	6
6.	Rights and Remedies of the Port Authority.....	6
7.	Rights and Remedies of the Contractor.....	6
8.	Submission To Jurisdiction.....	6
9.	Harmony.....	7
10.	Claims of Third Persons	7
11.	No Third Party Rights.....	8
12.	Provisions of Law Deemed Inserted.....	8
13.	Costs Assumed By The Contractor.....	8
14.	Default, Revocation or Suspension of Contract	8
15.	Sales or Compensating Use Taxes.....	11
16.	No Estoppel or Waiver	11
17.	Records and Reports.....	11
18.	General Obligations.....	12
19.	Assignments and Subcontracting.....	14
20.	Indemnification and Risks Assumed By The Contractor	14
21.	Approval of Methods.....	15
22.	Safety and Cleanliness.....	15
23.	Accident Reports	15
24.	Trash Removal.....	15
25.	Lost and Found Property	16
26.	Property of the Contractor	16
27.	Modification of Contract	16
28.	Invalid Clauses.....	16
29.	Approval of Materials, Supplies and Equipment.....	16
30.	Intellectual Property.....	17
31.	Contract Records and Documents - Passwords and Codes.....	17
32.	High Security Areas.....	17
33.	Notification of Security Requirements	18
34.	Construction In Progress.....	19
35.	Permit-Required Confined Space Work.....	19
36.	Signs	19
37.	Vending Machines, Food Preparation	19
38.	Non-Publication.....	19
39.	Time is of the Essence	19
40.	Holidays	19
41.	Personnel Standards.....	20
42.	General Uniform Requirements for Contractor's Personnel.....	20
43.	Labor, Equipment and Materials Supplied by the Contractor.....	20
44.	Contractor's Vehicles - Parking - Licenses.....	21

45.	Manager's Authority.....	21
46.	Price Preference.....	21
47.	M/WBE Good Faith Participation	21

PART III CONTRACTOR'S INTEGRITY PROVISIONS..... 23

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information	23
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	23
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.....	25
4.	No Gifts, Gratuities, Offers of Employment, Etc.	25
5.	Conflict of Interest.....	26
6.	Definitions	26

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 stop 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

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

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

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

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

18. General Obligations

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

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 - 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 - 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 - 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 - 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 - 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
 - h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. High Security Areas

Ex. 4

33. Notification of Security Requirements

Ex. 4

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. Non-Publication

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 of 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/DoingBusinessWith/contractors/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.

Instructor Led Traditional Delivery

AAAE BEST AND FINAL OFFER DATED JUNE 11, 2008

		<u>Development of Training Materials</u>	<u>Instructor Delivery</u>	<u>Number of Classes****</u>	<u>Estimated Class Costs</u>	<u>Total Cost</u>
Wildlife	(1) Wildlife Mgmt. and Bird Identific.	-	10,000	16	160,000	160,000
	(2) Wildlife (course materials only)	12,000				12,000
	(3) Firearms Training***	5,000	5,700	16	91,200	96,200
					\$ 251,200	\$ 268,200
Aeronautical Ops. Tech.	The Pilots Perspective	2,000	9,750	11	107,250	109,250
	International Facility Ops	2,000	9,750	6	58,500	60,500
	Air Traffic Control	2,000	9,750	11	107,250	109,250
					\$ 273,000	\$ 279,000
Airpor Ops. Reg.	(4) Airport Emp Operations	-	39,500	10	395,000	395,000
	(5) Airport Safety Ops	-	39,500	10	395,000	395,000
	(6) Initial FAR 139	5,000	6,000	45	270,000	275,000
					\$ 1,060,000	\$ 1,065,000
Aero Driver Training (see ** below)	(7) Level I Ramp Restricted	255,000			-	255,000
	(8) Level II Runways & Taxiways					255,000
					\$ -	\$ 255,000
Security	(9) Airport Security	-	18,200	7	127,400	127,400
	(10) Security Planning	4,000	8,115	7	58,805	60,805
	(11) Security Contract Admin.	4,000	6,000	7	42,000	46,000
					\$ 226,205	\$ 234,205

**This price only includes the development of six (6) interactive courses. It does not include additional units (valued at \$10,000 per unit)

*** AAAE understands that we will only develop the curriculums for the Firearms and Driver Training. AAAE will not teach these classes.

**** These figures represent the estimated number of classes in a five year base period. There are no guarantees as to the number of classes actually given.

Aziz, Nadine

From: Will James [will.james@aaaee.org]
Sent: Monday, June 16, 2008 4:09 PM
To: Waxman, Larry
Cc: Aziz, Nadine
Subject: Training Contract

fr. Waxman,

Per our phone conversation, AAAE is willing to forgo any Consumer Price Index (CPI) adjustment during the base years (5 years) for any of the categories that AAAE may win. CPI adjustments (maximum 3%) would be applicable in all categories, with the exception of the category #3 (Aeronautical Operations – Technical), during the extension periods.

AAE did not convey any exception to the terms and conditions during its preparation of our bid and we do not anticipate any in the future.

My best,

WILL JAMES
SENIOR VP, BUSINESS DEV. & TRAINING
703-824-0500, Ext. 149

9/2/2008

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) is not to impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefore (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 letter, 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 Port Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Port 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.

The American Association of Airport Executives
(Company)


(Signature)

Senior Vice President Business Development and Training
(Title)

January 23, 2008
(Date)

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

1/28/08
proposal

Executive Summary

Airports are becoming more complicated and sophisticated due to advancing technology, user demands and regulatory requirements. Those pressures create the need for a more highly skilled and knowledgeable workforce to address the safety and performance requirements of an organization.

The American Association of Airport Executives (AAAE) has been at the forefront of the training and education of its members and in assisting the airport industry in meeting its goals for organizational development in response to these challenges. The Association's extensive experience and capability can provide the Port Authority of New York and New Jersey (PANYNJ) with the necessary response to federal regulations, tenant and user concerns, internal organizational needs and the overall training and educational needs of its employees and tenants.

In responding to the RFP for aeronautical training, AAAE understands that the PANYNJ seeks to both prepare their employees to assume leadership positions within the organization and to address the short- and long-term training requirements of its employees for safety, regulatory and job performance purposes. AAAE can provide both training and educational processes to the PANYNJ. It is recognized that training differs from employee development or education in that training carries a sense of urgency and enables individuals to do their current jobs, whereas development prepares an employee for a future

job or position. AAAE will work diligently to accomplish both tasks for the PANYNJ.

The PANYNJ clearly recognizes the value of training. Unfortunately, most agencies learn this the hard way. In the aviation industry, keeping up with training can be particularly difficult, not only because of the changing nature of regulations and industry best practices but also the dynamic work environment of our nation's airports – especially the dynamic and constant challenges of operating the busy New York and New Jersey airports. AAAE can provide the PANY/NJ with the highest quality of training, conducted by professional educators and trainers who are recognized for their teaching capabilities and expertise in airport management and operations. For the past 53 years, AAAE has been the primary training organization for the airport industry, and as such has conducted numerous training programs at PANYNJ. As our course feedback suggests, we are keeping our promise to provide the best aviation management training programs using the top industry trainers and experts in the world.

PANYNJ has identified six areas of aeronautical training: wildlife, AOA new agent training, aeronautical operations-technical, aeronautical operations-regulatory, aeronautical-driver training and security training. AAAE has several programs that specifically address training and advanced levels of certification in the areas of wildlife management; basic, advanced and certification training in airport operations; security certification; and driver training, including live and

computer-based training. As this proposal demonstrates, AAEE is fully prepared and qualified to meet and exceed the requirements set forth in this RFP.

Introduction

What uniquely qualifies the training services of the American Association of Airport Executives (AAAE) over other vendors? Simply put, AAAE understands the needs of airport management professionals better than any other service provider. The Association has constantly evolved since its creation in 1928 and has unparalleled knowledge of industry rules, regulations and trends. More than any other airport employee training provider, AAAE is capable of tapping the vast web of industry experts to meet the specific needs of our member clients.

Since its inception, has been at the forefront of training and education. Whether articulating the airport industry's positions and interests to Congress, helping government regulators implement viable policies or acting as a premier training and educational resource for the airport industry, the Association possesses the necessary capabilities to help train and educate airport professionals throughout the world.

Since 1954, AAAE has provided the industry with demand-driven conferences, workshops, seminars and professional development opportunities. In 1954, the Association established its first professional development program – the Accredited Airport Executive (A.A.E.) Program. Designed to train the large number of military veterans retiring and/or establishing new careers in civil aviation after World War II, this rigorous program became the standard of proficiency for airport management. AAAE trains and certifies airport management professionals with proficiency evaluations similar to those of other professional organizations. The A.A.E. and Certified Member (C.M.) credentials are highly regarded by airport management executives throughout the world and are used as benchmarks to promote and appoint senior airport management professionals throughout North America and the Caribbean.

Beginning in 1996, in response to a need identified by the airport industry, AAAE staff has created and implemented customized, comprehensive employee training programs. These programs range from educational conferences and seminars to

customized, on-site training classes. The Association has also been instrumental in developing regional training workshops, designed to train clusters of airports within close proximity of one another.

For more than five years, AAAE has offered a combination of weekly and monthly on-site training services to Hartsfield-Jackson Atlanta International Airport (ATL). Each monthly session focused on the needs of various airport departments, ranging from operational to strategic planning issues. ATL recently implemented weekly Certified Member Review Courses to prepare their employees for the C.M. or A.A.E. written exam, comprised of 15 distinct training areas. ATL's intent is to make available comprehensive training to all airport employees to prepare them for potential promotions.

AAAE has also developed an advanced technology solution for airports that addresses training and record-keeping issues with the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) for new and recurrent training of employees on a consistent basis. AAAE's Interactive Employee Training (IET) System is a turn-key, computer-based, interactive training program for airport employees, including tenants, customized for each airport's requirements. IET programs address the important issues of airport security, driving in the Movement and Non-Movement areas, aircraft fueling practices and customer service, to name just a few. A core function of the IET System is its record-keeping capabilities.

In June 2004, under the guidance of AAAE's Airport Training Committee, AAAE enhanced its professional development legacy by introducing the Airport Certified Employee (ACE) Programs. The ACE Programs are designed to provide a discipline-specific certification in any one of four areas: Operations, Airfield Lighting Maintenance, Security, and Communications. After successfully passing a comprehensive written exam, airport personnel are entitled to use the "ACE" designation after their names. These programs have received broad acceptance throughout the industry, with more than 1,500 airport employees participating to date.

Scope of Work

AAAE trains thousands of airport employees each year on a myriad of topics related to the airport management industry. The Association offers various types of training delivery methods for more than 90 meetings, conferences, seminars and educational workshops per year in various locations throughout the United States, Canada, the Caribbean and other parts of the world as well as more than 40 customized onsite training workshops each year. Various types of delivery methods are available, including national, international and regional conferences, workshops or seminars; workshops or seminars based at AAAE Headquarters and customized, on-site training workshops or seminars. This extensive experience and far-reaching audience uniquely qualifies AAAE to develop and deliver training to the Port Authority of New York and New Jersey within the guidelines provided within the RFP.

Through AAAE's long-standing partnerships efforts with the aviation industry, the Association is aware of the latest developments in the current and new aviation regulations. Some of the groups with whom AAAE works most closely with are the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), AAAE Committees and other aviation working groups.

Typically, the average class size for AAAE training is 15-40 individuals. However, the Association has had class sizes as large as 65 persons per session. Since 1996, the following entities have benefited from AAAE on-site training services:

- Northeast Chapter AAAE
- Northwest Chapter AAAE
- Southwest Chapter AAAE
- Airports Authority of Jamaica (Montego Bay)
- Baltimore/Washington International Airport
- Boston Logan International Airport
- Buffalo Niagara International Airport
- Bush Houston Intercontinental Airport

- Cincinnati/Northern Kentucky International Airport
- Denver International Airport
- Grand Bahama International Airport
- Harrisburg International Airport
- Hartsfield-Jackson Atlanta International Airport
- Incheon International Airport (South Korea)
- Jackson Municipal Airport
- Lexington Blue-Grass Airport
- Los Angeles World Airports
- Louisville Regional Airport Authority
- Manchester Airport (New Hampshire)
- McCarran Las Vegas International Airport
- Miami-Dade International Airport
- Montgomery and Brown fields (San Diego)
- Ohio Department of Aviation
- Palm Springs International Airport
- Philadelphia International Airport
- Phoenix Sky Harbor International Airport
- Portland International Jetport
- Reno/Tahoe International Airport
- Richmond International Airport
- Ronald Reagan Washington National Airport
- San Diego International Airport (Lindberg Field)
- Seattle-Tacoma International Airport
- St. Johns/St. Augustine Airport Authority
- The Port Authority of New York and New Jersey
- Toronto Lester B. Pearson International Airport

AAAE has a long history of providing the best training in the aviation industry by setting the standard and continually keeping its programs up to date with industry changes and challenges. Training programs are produced by professional trainers and

curriculum developers. These training programs, in use for several years, have been thoroughly researched and are highly successful.

AAAE has a reputation for adapting and responding to airport issues. Onsite training sessions are turn-key training solutions that help airports address various issues, such as mandated training requirements, issue-specific training to assist with job performance, and discovering best practices or lessons learned from the airport industry in general. These sessions are typically delivered in a classroom format that creates a proactive learning environment.

AAAE's onsite training courses will provide a venue for PANYNJ employees to express their ideas and to learn about other airports within the Port's system of airports. As a result, classrooms are transformed into a catalyst for increasing information sharing, forging new or enhancing existing professional relationships, and improving the understanding levels of various personnel from each airport in the Port's system. Past attendees have cited the benefits of being able to put "a name with a face" and potentially improve cooperation levels in the future. Some personnel may not have an opportunity to interact and learn from one other under normal circumstances.

AAAE's onsite sessions not only serve to establish needed dialogue to build dependable relationships but also provide a forum for attendees to benchmark best practices and improve communication channels between all airport representatives.

Specifications

AAAE is confident in its abilities to meet the specifications outlined in this RFP. The Association is prepared to offer certification testing options for eligible areas such as Airport Certified Employee (ACE) – Operations and ACE Security. AAAE is able to deliver training services for each of the six (6) categories and courses listed below:

- Category 1 – Wildlife
 - Wildlife Management and Bird Identification
 - Firearms Training

- Category 2 – New Employee Airport Operations Agent Training
 - Airport Operations Agent Training

- Category 3 – Aeronautical Operations – Technical
 - The Pilot's Perspective
 - International Facility Operations
 - Air Traffic Control

- Category 4 – Aeronautical Operations – Regulatory
 - Airport Employee Operations (Certification Testing Available)
 - Airport Safety Operations
 - Basic
 - Advanced
 - Initial FAR Part 139 Training (per Addendum 3)

- Category 5 – Aeronautical Driver Training
 - Aeronautical Area Driver Training
 - Level I Ramp and Restricted Vehicle Services Roads
 - Aeronautical Area Driver Training
 - Level II Runways and Taxiways

- Category 6 – Security Training
 - Airport Security (Certification Testing Available)
 - Airport Security Planning
 - Security Contract Administration

Added-benefits for the PANYNJ selecting Category 4 – Aeronautical Operations – Regulatory, and Category 6 – Security Training, are that employees could pursue one or more ACE designations from the world's leading airport association. Each individual will have an opportunity to learn from aviation professionals with extensive experience and knowledge of airfield operations and airport security and become a part of an elite group of aviation professionals.

Performance Standards

AAAE is prepared to establish performance standards based on the expectations established for each category. Below is an example of the training framework planned for each training category for airfield supervisors:

Instructor Led/Traditional Delivery – Classroom Standards

- Confirm training objectives for each course
- Confirm agenda topics and course duration
- Establish and confirm start and end times for each course
- Assess and determine prerequisites required
- Schedule courses within at least 30-45 days of request when possible
- Reschedules based on mutual availability or discuss other options
- Agenda changes made on case-by-case basis with PANYNJ approval
- Furnish professional development body of knowledge within at least 30-45 days of request where possible
- Instructor to report classroom facility 60 minutes before course begins
- In the event of emergencies, AAAE staff will notify PANYNJ staff ASAP

- Respectful and courteous to attendees and PANYNJ representatives
- Current material or means to provide update material where warranted

AAAE understands the importance of providing the most up-to-date information given the dynamic nature of the aviation industry. Any adjustments or changes to the above traditional standards may be reviewed or revised upon mutual consent of PANYNJ and AAAE representatives.

Scheduling and Milestones

PANYNJ and AAAE will work together to schedule the courses in a timely manner that is convenient and ensures that all personnel desiring to attend the training within a specific time period are able to do so. AAAE has an exemplary cadre of instructors who have extensive industry experience and are at the top of their professions. Each skill area features multiple instructors to provide AAAE with flexible scheduling options with qualified instructors.

In the unlikely event that the primary or preferred instructor for each training category is not available, another qualified instructor will be enlisted to conduct the training without compromising quality. Please note that AAAE's instructor listings referenced later in this proposal are not in any particular order nor prioritized by levels of experience or expertise. All AAAE instructors are highly qualified to teach in the areas specified.

AAAE understands that this proposal is designed to address six (6) categories of instruction. In the event that AAAE is chosen to conduct all six (6) categories, the following information outlines the Association's approach to delivering the course to PANYNJ Airfield Supervisors (Chronological):

- ***Milestone 1: Category 2 – New Employee Airport Operations Agent Training***

- **Milestone 2:** Category 4 – Aeronautical Operations – Regulatory
 - Initial FAR 139 Training

- **Milestone 3:** Category 5 – Aeronautical Driver Training
 - Aeronautical Area Driver Training – Level I: Ramp and Restricted Vehicle Service Roads

- **Milestone 4:** Category 4 – Aeronautical Operations – Regulatory
 - Airport Safety Operations
 - Basic

- **Milestone 5:** Category 3 – Aeronautical Operations – Technical
 - The Pilot's Perspective

- **Milestone 6:** Category 3 – Aeronautical Operations – Technical
 - Air Traffic Control

- **Milestone 7:** Category 6 – Security Training
 - Airport Security Planning

- **Milestone 8:** Category 5 – Aeronautical Driver Training
 - Aeronautical Area Driver Training – Level II: Runways and Taxiways

- **Milestone 9:** Category 1 – Wildlife
 - Wildlife Management and Bird Identification

- **Milestone 10:** Category 1 – Wildlife
 - Firearms Training

- **Milestone 11:** Category 6 – Security Training
 - Airport Security (ACE Security)

- **Milestone 12:** Category 4 – Aeronautical Operations – Regulatory
 - Airport Safety Operations
 - Advanced

- **Milestone 13:** Category 4 – Aeronautical Operations – Regulatory
 - Airport Employee Operations (ACE Operations)

- **Milestone 14:** Category 6 – Security Training
 - Security Contract Administration

- **Milestone 15:** Category 3 – Aeronautical Operations – Technical
 - International Facility Operations

These suggested milestones are subject to change or revision based on a mutual agreement between both parties.

Employee Tracking

To track each employee, AAEE will provide to each participant a registration form to complete. Prior to the start of each onsite course, AAEE will circulate a sign-in sheet. The sign-in sheet is copied and verified for accuracy and attendance. The registration information is entered into AAEE's database for recordkeeping purposes.

Once all the data is entered into AAEE's database, the information can be extracted electronically for PANYNJ purposes. AAEE will scan all hardcopy documents for electronic storage, as well as create hardcopy files as a backup to electronic storage records.

Self-Assessment Plan

AAEE continually evaluates its own training programs to ensure that each program is up to date, the instruction and instructors remain current with industry issues and the instructors are effective in their instruction. At the end of every class, AAEE asks each attendee to fill out an evaluation form. These evaluations are reviewed later

by the instructors and by the AAEE training staff, and adjustments are made as necessary. Additionally, AAEE personnel sit in on many of the training programs to evaluate the quality and level of instruction. Industry experts and AAEE professional committees composed of airport operators, consultants, educators and government agencies also review most curricula and provide feedback or guidance to instructors.

AAEE instructors use verbal and written feedback. They carefully monitor participants to ensure the class understands and is retaining the information in the course. If there is an issue where information is misunderstood or not being retained, AAEE instructors are able to recognize and adjust the instruction accordingly. Reviewing exam scores is another method available to validate whether an individual has retained information and if AAEE instructors are conveying information effectively.

AAEE instructors integrate and feature in their programs a number of decisionmaking exercises and real world problem-solving scenarios to ensure that participants are both learning the information and understand how to implement it. AAEE recognizes that learning is the ability to apply the concepts taught or demonstrated in a course to meet the standards of the organization or industry.

Curriculum Plans

AAEE has included excerpts of sample curriculum plans and course materials within the guidelines of the RFP. This information is available in the enclosed reference appendix booklet and compact disk (CD).

Processes for Training Program Scheduling

Training Program Scheduling is addressed in the Performance Standards and Schedules and Milestones sections of this response. AAEE plans to provide a timely implementation schedule to facilitate the delivery of requested training courses. AAEE staff will work closely with PANYNJ staff to ensure that scheduling and implementation is coordinated properly.

Pre- and Post Testing

Pre-testing can be conducted for this training program based on the desires of PANYNJ. Pre-testing, depending on the instructor, occurs either through a formal exam or a question and answer session to test the existing knowledge base of the class. The method of pre-testing is left to the discretion of the instructor. AAAE also recognizes the value of open forum question and answer sessions. It is an excellent reinforcement technique when used properly, and it is a useful feedback mechanism for most adult learners. Once students are comfortable with the class, their instructor and each other, hard copy pre-testing and periodic testing is conducted throughout the training period.

Quizzes and pre-tests are used more frequently for attendees are preparing for written proficiency examinations, such as the Airport Certified Employee (ACE) designations or the Certified Member (C.M.) designation. However, instructors use a variety of reinforcement strategies, and pre-tests or quizzes could be incorporated as necessary. In order to verify learning, AAAE conducts pre- and post tests for most of the courses. Prior to tests being conducted, instructors perform a review of the training materials presented. Results are reviewed at the end of each test. These procedures are incorporated in all areas of our classroom-based training (i.e., ACE-Operations/Security, Basic and Advanced ASOS). Our video-based training incorporates automated training and testing procedures, as well as employee tracking.

Training Design Standards and Processes

Delivering well planned and prepared training courses that use course objectives and topics are one of the cornerstones of AAAE's training services. Each course has a detailed set of measurable objectives. AAAE's primary goal is to assist airport executives in fulfilling their responsibilities to the airports and communities they serve.

Each course features a combination of lecture, group exercises and other multi-media tools to foster learning. Course objectives are compared to course content material, such as handouts and presentations. Class references and correlation to other

documents or materials are part of course delivery. Previous surveys from past attendees also contribute to the overall design of the courses.

Demonstrate Tools and Practices to Prepare and Maintain Material

Training program development begins by assessing the particular needs of the client. The source of most training programs are the needs, issues or challenges an airport entity is trying to address. AAAE conducts a preliminary needs assessment. The needs assessment typically establishes course objectives and outcomes. Upon confirmation and verification, the course is planned for implementation. Through telephone calls, e-mails and occasional short site visits, the program developer sets out to design a course of instruction that includes both the topics needed to address the specific challenges for the airport. In most cases, regulatory compliance guidance and best practices information provide value-added portions of the program.

The materials are developed with client consultation and review and, when necessary, the review of government regulators. Additionally, instructors are extremely active in their respective career fields, so industry changes and trends are reflected throughout the training programs. Since AAAE is located less than five miles away from Washington, D.C., it not only has established and actively maintains key relationships with policymakers in Congress, but also with regulatory bodies that oversee the aviation industry. This direct link gives AAAE the capability to update and/or revise information quickly and accurately.

AAAE hires an industry expert for the development of training material. Committees of experts consisting of airport professionals with working knowledge review the information for accuracy on an annual basis. There is an open dialogue in place to facilitate and disseminate the most current information available.

Adult Learning Methodologies and Best Industry Practices Employed in Course Offerings

AAAE and its learning partners, through a body of research, understand that people learn differently and that there are different strategies for helping individuals learn. AAEE instructors are well versed in these different methods and adopt the most appropriate method for a particular student on a case-by-case basis.

For example, individuals often learn differently depending on their age and their submodalities: Learners that are part of what is known as "The Greatest Generation" -- individuals who fought in World War II and were raised during the Great Depression -- are accustomed to a very linear, logical and structured style of learning, while "Millennials" -- those born after 1985 -- are highly visual in nature and learn better by seeing something rather than taking notes from a book. "Baby Boomers" (born 1946-1965) and "Generation Xers" (1965-1985) are accustomed to a combination of these styles.

Professional trainers and educators must be able to accommodate many learning styles and many levels of experience. AAEE trainers are the best in the industry. The airport industry and training marketplace dictates to AAEE that instructors must not only be knowledgeable of the subject matter but also have the ability to deliver information in a logical yet dynamic manner.

Class Content and Instructor Credentials

The content of all of AAEE's courses meets and often exceeds the regulatory requirements and include the latest in best practices for each subject area. Classes are taught in a variety of methods, including interactive, computer-based, lecture, Socratic lecture, problem-solving scenario-based and critical decision making modes of instruction. Exam preparation is conducted throughout the duration of the training program, including and particularly the final day of training, where review sessions highlight the salient points of the material.

For technical resources, the course features workbooks, a body of knowledge for certification testing areas, and copies of government regulations and guidance documents. Other supporting documentation, including, where appropriate, PANYNJ materials, allows AAAE and its instructors the flexibility to customize each course to fit the unique needs of either the organization or one or more of its five airports.

AAAE's instructors come from throughout North America and have diverse backgrounds and experience. They provide an action plan with specific learning objectives for each course. Each set of objectives is tailored uniquely for every course. Most experts hired by AAAE possess 15 or more years of experience in the aviation industry. AAAE course instructors are screened and primarily selected from the following areas:

- Aviation University Professors
- Senior or Executive Level Airport Management Professionals
- Aviation Consultants
- Former Aviation Association Executives
- Former Federal/Municipal Government Professionals

Training programs are developed and delivered using industry experts as both program developers and instructors in order to maintain quality and continuity. Instructors provide guidance and oversight for these programs and seek to continuously build on and improve its content. As a result, AAAE instructors have established a reputation of credibility and professionalism. The training team is, quite simply, without parallel in the aviation industry and AAAE stands ready to provide excellence and customer service.

The following sections describe, in detail, our suggested technical approach in delivering all six training disciplines as detailed in PANYNJ's RFP – 14683. Support reference materials are included in separate three-ringed binders and on compact discs (CDs).

Category I – Airport Wildlife Training

Proposed length of each class; Salient Points; Features

We propose a three-day instructional period. Days one and two would cover the curriculum outlined on page 32 and 33 of the RFP titled Wildlife Course One: Airport Wildlife Hazard Management and Bird Identification. Day three would cover Wildlife Course Two: Firearms Training. The instructors for this course are Edward Cleary and Andrew Massimilian.

Mr. Cleary is a Certified Wildlife Biologist, an FAA Qualified Airport Wildlife Biologist, and Vice Chair of Bird Strike Committee USA. He has 29 years experience dealing with human-wildlife conflicts; including wildlife aircraft strike prevention and wildlife hazard management at airports. From 1995 to 2007 Mr. Cleary was the Federal Aviation Administration's (FAA) Staff Wildlife Biologist. He directed the FAA's wildlife aircraft strike hazard reduction program and developing technical wildlife guidance to support regional FAA Airport Certification Safety Inspectors. Mr. Cleary continues to stay on top of industry issues and best practices through his private consulting business and his long established history with the FAA.

Andrew Massimilian has been a firearms instructor since he was 16-years-old. His certifications include:

- New York State Hunter Training Instructor
- NRA Training Counselor
- Chief Range Safety Officer
- Shotgun Instructor
- Rifle Instructor
- Handgun Instructor
- Muzzleloading Shotgun Instructor
- Muzzleloading Rifle Instructor
- Muzzleloading Handgun Instructor
- Metallic Cartridge Reloading
- Shotgun Shell Reloading
- Personal Protection in the home
- Personal Protection outside the home
- Law Enforcement Handgun & Shotgun

Mr. Massimilian has an MBA from Columbia and is the founder of Manhattan Shooting Excursions, a New York based firearms company that has been featured in New York Magazine, The New York Times and Forbes.

The Airport Wildlife Hazard Management and Bird Identification section will be taught using standard instructional techniques, employing both audio and visual delivery and reinforcement. A final examination, consisting of 15 to 20 True-False, Multiple Choice, fill-in-the-blank, and short answer questions will be given at the end of the course. Each student will receive a Compact Disc containing the primary class text and all handouts.

The firearms course will emphasize both classroom and firing range hands on instructions. In the classroom students will have an opportunity to examine all applicable types of firearms and ammunition. On the firing range, the students will learn correct shotgun handling and firing techniques. The following are examples of the instructional material that will be used during the Airport Wildlife Hazard Management and bird Identification Section.

Course Outline (Three days)

AIRPORT WILDLIFE HAZARD MANAGEMENT

Days One and Two – classroom

- I. Introduction/Overview
 - a. Class Objectives
 - b. Class Text : (Primary, Secondary)
 - c. Scope of aircraft wildlife strike problem
 - i. Definitions
 - ii. History of bird strikes
 - iii. Why easing problem
 - iv. Losses due to bird strikes
 1. World wide
 2. United States
 3. Port Authority Airports – JFK, LGA, EWR.
- II. Legal considerations
 - a. Certificate Holder's responsibilities
 - b. Applicable laws, regulations, policies and guidance
 - i. International Treaties
 - ii. Federal:

1. Title 14, Code of Federal Regulations, part 139.337 Wildlife Hazard Management
2. Title 50, Code of Federal Regulations parts 1 to 199, Wildlife Management.
 - a. 50 CFR 10.12, 10.13 Definition of migratory bird
 - b. 50 CFR 21.41, 21.42, 21.43 ... Standing depredation orders.
 - c. Depredation Permits
 - i. Federal
 - ii. State
- iii. Federal Aviation Administration guidance
 1. Advisory Circulars:
 - a. 150/5200-32, Reporting wildlife strikes
 - b. 150/5200-33, Hazardous wildlife attractants on or near airports.
 - c. 150/5200-34, Construction or establishment of landfill near public airports
 - d. 150/5200-36, Qualifications for Wildlife Biologists Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
 2. Certalerts
 - a. No. 98-05 Grasses Attractive To Hazardous Wildlife
 - b. No. 04-09 Relationship Between FAA And WS
 - c. No. 04-16 Deer Hazard to Aircraft and Deer Fencing
 - d. No. 06-07 Requests by State Wildlife Agencies to Facilitate and Encourage Habitat for State-Listed Threatened and Endangered Species and Species of Special Concern on Airports

III. Reporting wildlife strikes

- a. Definition of wildlife strike
- b. Physics of a strike
- c. FAA Standard Form 5200-7
 - i. Electronic strike reporting
- d. Retrieving strike data from the FAA's National Wildlife Aircraft Strike Database
- e. Database management

- i. Information storage and retrieval
- ii. Use of information in a database

IV. Wildlife Identification

- a. Basic tools and equipment
- b. Field Guides and how to use them
- c. Mammals
 - i. Basic characteristics
 - ii. Mammals reported struck at Port authority Airports
- d. Birds
 - i. Basic characteristics
 - ii. Birds reported struck at Port Authority Airports.

V. Wildlife control strategies and techniques

- a. Flight schedule modification
- b. Habitat modification
 - i. Food
 - ii. Cover
 - iii. Water
- c. Exclusion
 - i. Physical barriers
 - ii. Chemical barriers
- d. Repellent and harassment
 - i. Chemical
 - ii. Audio
 - iii. Visual
- e. Removal
 - i. Non-lethal
 - 1. Live capture birds
 - 2. Live capture mammals
 - ii. Lethal
 - 1. Trapping
 - 2. Shooting
 - 3. Toxicants

VI. Classroom Instruction review and testing

Day Three – Firearms Practical Training

- I. Relevant NYC and New York State Firearms laws pertaining to shotguns
 - a. Purchase
 - b. Possession
 - c. Storage
 - d. Travel
 - e. Use

- II. Shotguns
 - f. Parts and their function
 - g. Gauges
 - h. Operation
 - i. Loading
 1. Single load
 2. From magazine
 3. Changing rounds while loaded
 - ii. Unloading
 - iii. Firing
 - iv. Use of safeties and their limitations
 - v. Clearing malfunctions and stoppages

 - i. Maintenance
 - i. Field Stripping
 - ii. Cleaning
 1. Materials required
 2. Safety precautions
 3. Verifying proper function without being on a range

- III. Ammunition
 - iii. Components of shotgun shells and their function
 - iv. Types of ammunition and suitability for different purposes
 - v. Effective and maximum range of projectiles
 - vi. Safety considerations

- IV. Live Fire
 - i. Safety equipment for shooters and bystanders
 - ii. Marksmanship
 1. Stance
 2. Sighting and aiming
 3. Trigger control techniques
 4. Proper mount and head position

5. Follow through
6. Hitting moving targets
- iii. Firing range protocols

V. Field exercises

- a. Walking with firearms both individually and in a group
- b. Crossing obstacles- fences, etc.
- c. Getting into vehicles, carrying firearms while in vehicles

VI. Storing firearms

- i. Determining who is an authorized user
- ii. Special considerations for children
- iii. Deterring theft
- iv. Avoiding rust/deterioration
- v. Checks to do before use

Review & Written Test

Sample Wildlife Training Materials

Sample training excerpts (slides) are included in a separate reference document.

Category III – Aeronautical Operations Technical

Proposed Course Discriptions; Salient Points; Features

This training would be conducted in two days for each section. While this program has not traditionally been offered by AAAE, two of our instructors are college professors in major aviation programs and will adopt the ground school curriculums that relate to this training category. Professor Price is also a licensed commercial pilot with instrument rating and holds an FAA Advanced Ground Instructor Certificate. Stephen Quilty, Ted Syme and Ben Castellano are also the available instructors for this program.

The curriculum desired by the Port is similar to the basic ground instruction provided through the Jeppesen series of instructional materials. We intend to adopt existing ground school programs in order to meet the requirements for this section. The instructors for this course are uniquely qualified to provide the instruction.

Pilot's Perspective on Airport Operations

The Pilot's Perspective on Airport Operations is designed to increase awareness of the important issues that impact airside and landside operations at an individual's airport. This course is a comprehensive, interactive course that gives the full account of operations from a pilot's perspective. Specific attention is given to the interplay between our ground and sky operations and interactive discussions will give each individual the opportunity to share their experiences.

This Pilot's Perspective on Airport Operations Course will cover the following areas:

- Airport Operations
 - airport nomenclature
 - airports and airspace
- Aircraft
 - airline, cargo, general aviation
 - aerodynamics
 - advanced aircraft characteristics, flight instruments-basic-interactive multimedia
 - weight and balance
 - simulator-flight basics

- Navigation
 - IFR requirements
 - approach charts
 - navigational aids
 - radio navigation – interactive multimedia
 - NOTAMS
 - simulator – basic instruments
 - airports and airspace
- Weather
 - theory
 - services
 - cause/effect – impact on pilot operations
 - hazards to flight
 - IFR instrument flight (CAT I, II, III)
 - airports and airspace
- Federal Aviation Regulations
 - Title 14 CFR 61, 91, 121, 129, 135 and 139
 - airports and airspace
- Course Review

International Facility Operations

The International Facility Operations is designed to manage the day-to-day operations with International arriving and departing flights. International Facility Operations course will cover the following areas:

- Role of the Federal Inspection Services (Customs, Immigrations, Agriculture, TSA, etc)
- Definition of terms (sterile area, non-sterile areas, swing gates, etc)
- Gate and baggage belt assignments, ramp chart, gate management program
- Identification, passports and visitors pass requirements
- Door alarms and role of security guards and other security requirements
- Building procedures and tenant familiarization
- Building operations, gate management and ramp control
- Role and procedures for contract services (cleaning, LBO, construction, etc)
- Airline responsibilities and explanation of all forms and documentations

Air Traffic Control

The Air Traffic Control course is designed to provide a foundation for Junior Operations Supervisors and will aid them as they coordinate with the Tower and provide assistance to both air and ground operations. It provides insight in regards to the types of duties that air traffic controllers have on a daily basis such as regulating the flow of traffic and ensuring aircraft keep a safe distance from each other. This is achieved by using radar screens, displaying information on aircraft departing and arriving, as well as on weather conditions.

Approach controllers are responsible for guiding and planning the most efficient order for aircraft to land and depart. They usually give the pilot initial clearance to approach the airport. Aerodrome controllers then take over for the top of a control tower. This enables them to have good all around vision of the aerodrome. They instruct aircraft to depart and land safely and oversee aircraft taxiing during landing and departure. At major airports the work of aerodrome controller is divided into Air Controllers, who watch over the aircraft, has touched the ground.

The Air Traffic Control course will cover the following areas:

- Practice and procedures (delay programs, slot allocation, gate holds, ground stops, individual releases, re-routing, SWAP, separation, runway use, in-trail restrictions, etc)
- Explanation for NY TRACON, Flight Centers, Flight Service Stations (FSS)
- Explanation of TCA, Approach, Tower, Departure and Ground Control
- ILS components, PAPI, VASI, CAT, FAA approach lighting, ADE (ground radar) and other radar systems, METARS, altimeter settings, VFR vs. IFR conditions
- Aeronautical Information Services (AIS) and Tower/Aerodrome Control

Course Instructors

Ted Syme is a Pilot, Senior Professor, Professional Engineer, and Author with over 30 years of business, engineering and aviation experience, and 23 years of academic experience in teaching college-level aviation management, contract consulting, classroom instruction, education research, administration, and computer operations. Professor Syme instructs both Basic and Advanced ASOS courses, in addition to having experience in air traffic control. Holds a Master's degree in Airport Planning and Management and authored the text *Airport Development, Management, and Operations in Canada*, He

lectures and teaches in a variety of areas including airport and air carrier management. Professor Syme has taught courses for PANYNJ for over nine years.

Ben Castellano recently retired after a long time prestigious career with the FAA as the national resource expert for Airport Safety and Certification. Mr. Castellano is designated as a national expert in airport safety certification under 14 CFR Part 139, including Part 139 requirements for airport inspections; airport signing, marking, and lighting; aircraft rescue and firefighting; wildlife hazard management; and emergency planning and response. He also was the Airports line of business liaison with Air Traffic service on runway safety and prevention of runway incursions and has worked closely with the National Transportation Safety Board. He developed course materials and provided training to domestic and foreign airport personnel on airport safety certification. He is the nationally recognized expert on the subjects of airport safety and Federal safety regulation of airports. He was instrumental in developing the Basic and Advanced ASOS programs in conjunction with the AAEE and has made presentations at more than 30 of these schools. Mr. Castellano also served as a ground school instructor for FAA personnel.

Jeff Price is full-time professor at the Metropolitan State College of Denver and owner of Leading Edge Strategies, an aviation management training and consulting business. Professor Price is a former airport manager and an AAEE instructor for the Basic Airport Safety and Operations Specialist schools. He also worked in airfield operations Stapleton and Denver International Airport as an airfield inspector and emergency coordinator.

Stephen Quilty is an associate professor in the Aviation Studies program at Bowling Green State University, Bowling Green, Ohio and the author of AAEE's ACE-Operations program. He is an Accredited Airport Executive (A.A.E.) teaching primarily aviation management, technical operations and safety courses. Professor Quilty teaches many of AAEE's Advanced Airport Safety and Operations Specialist programs which involve real world problem solving, small-group decision making and communication skills among aviation professionals. He is also nationally and internationally recognized as the original author of the written exam material for accreditation by AAEE, the Certified Member program. Professor Quilty has taught the ACE-Ops and ASOS courses for PANYNJ for over nine years.

Alternate Delivery Methods – AAEE's Web-based and Computer-based systems

AAAE has produced software for web-based, satellite-based and computer-based interactive training programs. We develop applications that function as platforms, managing various airport specific training programs and interactive testing. The training programs are customized to reflect the specific airport involved. Customization can range from a simple PowerPoint presentation with imbedded video clips to full screen, digital video presentations filmed on-site at the airport. The operating system can be linked directly to an application service provider (ASP), which automatically stores and tracks individual training records.

On July 8, 2003, the United States Patent Office awarded AAAE a patent for AAAE's computer-based interactive employee training (IET) system. The patent number is: US 6,589,055B2. A Canadian Patent was awarded on May 22, 2007. The Canadian patent number is: 2,437,677.

Because of AAAE's close working relationship with federal regulatory agencies, our staff has become "content experts" in the field of airports. This experience has given the association unique insights and intimate knowledge of airport security and rules and regulations regarding airport operations and safety. Our staff knows the key representatives within the Transportation Security Administration (TSA) and the Federal Aviation Administration (FAA).

In 1990, AAAE formed a subsidiary, called the Airport News and Training Network (ANTN), to provide the association with in-house multimedia production and broadcasting capabilities. AAAE, as an organization, has well over a decade and a half of experience in producing video and multimedia programs.

In 1999, ANTN began moving to computer based training and interactive programs. Since then, ANTN has become the industry's largest producer of airport training CBT and WBT programs with over 925,000 airport employees having been trained using AAAE produced multimedia.

With years of experience at airports and on airfields, the ANTN staff has proven to be the industry's leader in producing multimedia training for airports. All work is done "in-house" using team members who are instructional designers, Flash developers, software programmers, content developers, script writers, graphic designers, digital photographers (still and video), and editors. The ANTN Staff has produced hundreds of custom and non-custom multimedia training programs for airports.

Learning Management System (LMS)

AAAE's Learning Management System is a web-based interactive training system designed to be accessed over the Internet and presented in a user-friendly format. The LMS is protected by firewalls and has the ability to restrict and/or grant privileges. The login process is secure but non-threatening to the user. Each participant begins the training process by using a computer to enter required information that is client

determined such as name, company and identification number. The individual then navigates through branching segments of the customized training module containing learning objectives which detail the procedures and information required for the training desired. The interactive course is designed to ask the participant questions, usually following the various learning objectives, based on the training module's content.

Training modules include graphics and an adequate bank of questions to ensure a minimum of 20 interactive test questions. All questions are randomly generated. Test results are automatically stored and maintained in a specific database.

Training records are immediately accessible to authorized personnel. The database provides easy searches and reports of test and participant data in pre-defined parameters (i.e., by date, employer, name, etc.). Database information can also be exported to Microsoft Excel and Word tools.

The web-based system is built on an open architecture that allows local modifications to the training modules. The system is also expandable and able to accommodate additional training courses as needed by the airport.

Interactive Employee Training (IET) System

The IET is a computer-based training system that functions as a platform, managing various training programs and interactive testing. This system is very efficient and cost effective in delivering repetitive safety and security training to airport employees, airlines, tenants, service providers and contractors.

Each IET system is custom designed. Training is delivered on a full screen, flat panel monitor. Digital video presents the training material in a customizable format filmed on-site at each airport. The actual workplace becomes the training background. The operating system is directly linked to an application service provider (ASP), which automatically stores and tracks individual training records.

The system is designed to train multiple individuals on the same or different programs, simultaneously. Each of the workstations, although networked together for data transmission, operates independently to individualize the training experience for the employee. Touch screen technology eliminates the keyboard and makes the system easy to use, even for those unfamiliar with computers. Control buttons on each monitor allow the employees to work at their own pace by stopping or rewinding the full screen video training program as needed. These carefully planned features put the employees at ease during the training experience.

IET training programs are limited only by our imagination. Digital video can capture and present many training topics required by airport employees. AAAE has over 200 airports currently using its web-based or computer-based interactive training systems.

Category IV- Aeronautical Operations (Regulatory)

Proposed Length of Each Class; Salient Points; Features

AAAE has produced software for web-based, satellite-based and computer-based interactive training programs. We develop applications that function as platforms, managing various airport specific training programs and interactive testing. The training programs are customized to reflect the specific airport involved. Customization can range from a simple PowerPoint presentation with imbedded video clips to full screen, digital video presentations filmed on-site at the airport. The operating system can be linked directly to an application service provider (ASP), which automatically stores and tracks individual's training records.

On July 8, 2003, the United States Patent Office awarded AAAE a patent for its computer-based interactive employee training (IET) system. The patent number is: US 6.589.055B2. A Canadian Patent was awarded on May 22, 2007. The Canadian patent number is: 2,437,677.

The Airport Safety and Operations Specialist (ASOS) School curriculum changes to reflect new industry challenges, such as runway incursions and changing aircraft rescue and fire fighting requirements, along with existing and new technologies. ASOS instructors keep the programs up-to-date and highly relevant by attending FAA sponsored training programs, working closely with FAA Airport District Office personnel, and through their own industry research. Our Basic ASOS school meets the requirements for the initial FAA's FAR Part 139 training for new employees as described in Addendum 3 which was released January 23, 2008.

Voluntary and non-regulatory, the ASOS schools are designed to increase awareness of the FAA's Part 139 airport certification program, and enhance both the professionalism and basic safety proficiency of airport operations personnel. These professional schools are specifically tailored to airport personnel responsible for the systematic operations of public-use (both commercial service and general aviation) airports throughout the United States, and they have become a regular part of many airport training programs for operations personnel. Over 5000 airport operations and safety personnel from both public-use and DOD/military airfields have attended these schools since their inception. In addition to standard topics on the agenda, we have offered sessions on how to minimize an airport's legal liabilities, and, ultimately, maximize the airport's bottom line.

Because these sessions are engaging, educational, and are taught by aviation professionals, they are eagerly sought by airport personnel around the world. Previous guest speakers have been from organizations such as: The Federal Aviation Administration (FAA), The National Transportation Safety Board (NTSB), the Airline Pilots Association (ALPA). Various airports around the globe have attended these schools.

The Advanced ASOS School which covers subjects similar to those listed above, but in a more dynamic "case study" environment. The course uses more problem-solving workshops, role-playing scenarios and brainstorming sessions in order to give all attendees an opportunity to actively participate. During the advanced schools, the general assembly is separated into smaller problem-solving "breakout" groups. The groups are given a case, and are charged independently with developing creative solutions to the assigned scenario. Once the individual groups have found solutions to the case, they are reunited, and experts critique each group's solutions as they are proposed.

The Initial FAR Part 139 Course is a one-day seminar designed for individuals who are both seasoned airport operations professionals and individuals who may be new to the process and the airfield. The course covers the core elements of Airport Operations Agent job duties including the Airport Certification Manual (ACM) and the requirements under Title 14 CFR Part 139. The course is highly interactive which allows the more seasoned professionals to share their information with junior personnel, under the watchful guidance of the instructor.

The instructor ensures that senior and junior personnel are provided with the most up-to-date information regarding best practices and Certification Alerts provided by the FAA. Additionally, the instructor presents challenging case studies so that senior personnel have to exercise their knowledge to solve real world problems. Junior personnel also benefit from this problem-solving exercise by observing how good decision making takes place in the regulatory and real life realm of airport operations. The course provides an overview of the key elements of Part 139 including: airfield inspection/certification requirements, deviations from the ACM, the types of inspections and what must be inspected, non-complying conditions, tenant and fixed-base operational issues and an overview of other regulations besides Part 139 that affect the airport.

The Airport Certified Employee (ACE) – Operations Review Course is an excellent approach to evaluate proficiency in FAR Part 139. This interactive course is comprised of professionally developed material based on Part 139 requirements. The course materials have been reviewed by the Federal Aviation Administration and senior airport operations professionals representing all Airport Classes throughout the United

States. ACE-Operations covers universally applicable airfield information as well as operational regulations and procedures specific to the PANYNJ's airfields. A written final exam is administered for those who enrolled in the ACE Operations Program. Those who are successful will earn the prestigious ACE Operations designation.

Airport Operations Managers, Supervisors or trainers are encouraged to participate in the course customization process if possible. Occasionally, items such as airport layout plans, aerial photos, airport-specific documents, or other items may be requested to help incorporate port-specific information into the course. On-site programs, such as those at PANYNJ, include airfield tours and orientation.

While all areas of Part 139 are covered in the curriculums, specific attention is paid to those areas where personnel and supervisory personnel will be spending the majority of their time. Additionally, as part of our training, our personnel will work hand-in-hand with PANY&NJ personnel to ensure that the programs are customized to their airports and their specific issues.

A particular feature of AAEE training programs such as ASOS training is the use of visuals to enhance the instruction. For example, in the section covering safe airfield fueling and fuel truck operations, our programs feature numerous training slides taken from actual FAA inspections that show various proper and improper fueling procedures. It is one thing to explain the use of a dead-man switch, but it is quite another to show several actual photos of how they are used and how they are illegally and unsafely bypassed.

For the PANY&NJ curriculum, we would either add Principles of Flight, and Aeronautical Information Manual and Aircraft Marshalling to the curriculum, or suggest that these items be more appropriately included into the *Pilot's Perspective on Airport Operations* segment of training.

The instructors for this course are uniquely qualified to provide the instruction. Stephen Quilty A.A.E., is an associate professor in the Aviation Studies program at Bowling Green State University, Bowling Green, Ohio and the author of AAEE's ACE-Operations program. He is an Accredited Airport Executive (A.A.E.) teaching primarily aviation management, technical operations and safety courses. Professor Quilty teaches many of AAEE's Advanced Airport Safety and Operations Specialist programs which involve real world problem solving, small-group decision making and communication skills among aviation professionals. He is also nationally and internationally recognized as the original author of the written exam material for accreditation by AAEE, the Certified Member program. Professor Quilty has taught the ACE-Ops and ASOS courses for PANY&NJ for over nine years.

Ben Castellano recently retired after a long time prestigious career with the FAA as the national resource expert for Airport Safety and Certification. Mr. Castellano is designated as a national expert in airport safety certification under 14 CFR Part 139, including Part 139 requirements for airport inspections; airport signing, marking, and lighting; aircraft rescue and firefighting; wildlife hazard management; and emergency planning and response. He also was the Airports line of business liaison with Air Traffic service on runway safety and prevention of runway incursions and has worked closely with the National Transportation Safety Board. He developed course materials and provided training to domestic and foreign airport personnel on airport safety certification. He is the nationally recognized expert on the subjects of airport safety and Federal safety regulation of airports. He was instrumental in developing the Basic and Advanced ASOS programs in conjunction with the AAAE and has made presentations at more than 30 of these schools.

Jeff Price is full-time professor at the Metropolitan State College of Denver and owner of Leading Edge Strategies, an aviation management training and consulting business. Professor Price is a former airport manager and an AAAE instructor for the Basic Airport Safety and Operations Specialist schools. He also worked in airfield operations Stapleton and Denver International Airport as an airfield inspector and emergency coordinator.

Ted Syme is a Senior Professor, Professional Engineer, and Author with over 30 years of business, engineering and aviation experience, and 23 years of academic experience in teaching college-level aviation management, contract consulting, classroom instruction, education research, administration, and computer operations. Professor Syme instructs both Basic and Advanced ASOS courses, in addition to having experience in air traffic control. Holds a Master's degree in Airport Planning and Management and authored the text *Airport Development, Management, and Operations in Canada*. He lectures and teaches in a variety of areas including airport and air carrier management. Professor Syme has taught courses for PANY&NJ for over nine years.

Course Outlines – Aeronautical Operations - Regulatory

1. Airport Employee – Operations

Airport Employee – Operations Course Outline

DAY 1

Airport Safety Oversight

- Resolution of Safety Issues
- Regulatory Safety and Accident Prevention
- Risk and Risk Management
- Safe Operation

Federal Aviation Regulation Part 139

- Airport Certification Manual and Certification Specifications
- FAR Part 139 Contents

Airport Design and Layout

- Airport Layout Plans
- Airport Layout Plan Components
- Runway System
- Taxiway System
- Aprons and Ramps
- FAA Form 5010
- Heliports

Airport System

- Airfield Characteristics
- Impact of Airport Operations on the Airport System
- Environmental

Airport Movement and Safety Areas

Airport Self-Inspection

- Non-complying Conditions
- Airport Construction Activity

DAY 2 (7 hours)

Airport Condition Reporting

- Notices to Airmen (NOTAM)
- Flight Service Stations (FSS)
- NOTAM Dissemination
- Snow NOTAMs
- Airport Rescue and Fire Fighting NOTAMs
- Lighting Systems, Obstruction and Landing System NOTAMs

Pavement Surfaces

- Pavement Condition and Inspection
- Pavement Management System (PMS)
- Pavement Skid Resistance
- Pavement Friction Measurement

Airfield Lighting, Signs and Pavement Markings

DAY 3 (7.5 hours)

Navigational Aids

- Aircraft Approach Lighting Systems
- ILS Systems and Critical Areas
- Navigational Aids
- Protection of Navigational Aids

Airfield Safety and Communications

- Ground Vehicle Operation
- Runway Incursions
- Airport Responsibilities under SMGCS
- ATCT Communications and Radio Procedures
- Light Gun Signals/Traffic Patterns
- Public Protection

Imaginary Surfaces Associated with FAR Part 77

Use of FAA Form 7460-1

Heliports

DAY 4 (7.5 hours)

Foreign Object Debris (FOD)

Wildlife Hazard Mitigation

Winter Operations

- Snow and Ice Control Plans and Airport Responsibilities
- Airport Condition Reporting and Issuance of NOTAMs
- Pavement Conditions and Friction Measurement
- Deice and Anti-Ice Compounds for Pavements and Aircraft

Hazardous Materials

- Material Safety Data Sheets
- Hazardous Material and Substances Inspection
- Fuel Storage Tanks and Inspection
- Fuel Characteristics and Mitigating Fuel Hazards
- Markings and Placards Associated with Hazardous Substances and Material Class

DAY 5 (7 hours)

Airport Rescue and Firefighting (ARFF) Indices & Requirements/Responsibility, Performance, & Training Requirements for ARFF Response

Airport Emergencies

- Purpose, and Scope of an Airport Emergency Plan (AEP) & Response
- Phases of Emergency & Responsibilities under AEP
- Testing the AEP
- Role & Responsibility of the NTSB, FAA, & the Airport in Accident
- Investigation
- Federal Regulatory & Enforcement Process

Security

- Airport Security Program
- SIDA, Access Control, & Identification
- TSA Regulations & the Areas of Responsibility
- Airport & Air Carrier Security
- Air Carrier Security Incidents

Examination Review and Examination

2. Airport Safety Operations: Basic and Advanced Course Outlines

Airport Safety Operations Course Outline

DAY 1

Federal Aviation Regulation Part 139

- Airport Certification Manual and Certification Specifications
- FAR Part 139 Contents

Airport System

- Airfield Characteristics
- Impact of Airport Operations on the Airport System
- Environmental

Airport Movement and Safety Areas

Airport Self-Inspection

- Non-complying Conditions
- Airport Construction Activity

Airport Condition Reporting

- Notices to Airmen (NOTAM)
- Flight Service Stations (FSS)
- NOTAM Dissemination
- Snow NOTAMs
- Airport Rescue and Fire Fighting NOTAMs
- Lighting Systems, Obstruction and Landing System NOTAMs

DAY 2 (7 hours)

Pavement Surfaces

- Pavement Condition and Inspection
- Pavement Management System (PMS)
- Pavement Skid Resistance
- Pavement Friction Measurement

Airfield Lighting, Signs and Pavement Markings

- Airfield Lighting
- Airfield Signage
- Airfield Pavement Markings
- Construction Activity Markings, Lighting, and Signage

Navigational Aids

- Aircraft Approach Lighting Systems
- ILS Systems and Critical Areas
- Navigational Aids
- Protection of Navigational Aids

Airfield Safety and Communications

- Ground Vehicle Operation
- Runway Incursions
- Airport Responsibilities under SMGCS
- ATCT Communications and Radio Procedures
- Light Gun Signals/Traffic Patterns
- Public Protection

Imaginary Surfaces Associated with FAR Part 77

DAY 3 (7.5 hours)

Airfield Tour

Airport Safety Oversight

- Resolution of Safety Issues
- Regulatory Safety and Accident Prevention
- Risk and Risk Management
- Safe Operation

Group Case Studies and Exercises

Airport Design and Layout

- Airport Layout Plans
- Airport Layout Plan Components
- Runway System
- Taxiway System
- Aprons and Ramps
- FAA Form 5010
- Heliports

DAY 4 (7.5 hours)

Foreign Object Debris (FOD)

Wildlife Hazard Mitigation

Winter Operations

- Snow and Ice Control Plans and Airport Responsibilities
- Airport Condition Reporting and Issuance of NOTAMS
- Pavement Conditions and Friction Measurement
- Deice and Anti-Ice Compounds for Pavements and Aircraft

Group Case Studies and Exercises

Hazardous Materials

- Material Safety Data Sheets
- Hazardous Material and Substances Inspection
- Fuel Storage Tanks and Inspection
- Fuel Characteristics and Mitigating Fuel Hazards

- Markings and Placards Associated with Hazardous Substances and Material Class

DAY 5 (4 hours)

Airport Rescue and Firefighting (ARFF) Indices & Requirements/Responsibility, Performance, & Training Requirements for ARFF Response

Airport Emergencies

- Purpose and Scope of an Airport Emergency Plan (AEP) & Response
- Phases of Emergency & Responsibilities under AEP
- Testing the AEP
- Role & Responsibility of the NTSB, FAA, & the Airport in Accident Investigation
- Federal Regulatory & Enforcement Process

Group Case Studies and Exercises

3. Initial FAR Part 139 Course Outline

Part 139/Airport Certification under Subpart D-Operations

Subpart D- Operations

- 139.301 Records.
- 139.303 Personnel.
- 139.305 Paved areas.
- 139.307 Unpaved areas.
- 139.309 Safety areas.
- 139.311 Marking, signs, and lighting.
- 139.313 Snow and ice control.
- 139.315 Aircraft rescue and firefighting: Index determination.
- 139.317 Aircraft rescue and firefighting: Equipment and agents.
- 139.319 Aircraft rescue and firefighting: Operational requirements.
- 139.321 Handling and storing of hazardous substances and materials.
- 139.323 Traffic and wind direction indicators.
- 139.325 Airport emergency plan.
- 139.327 Self-inspection program.
- 139.329 Pedestrians and Ground Vehicles.
- 139.331 Obstructions.
- 139.333 Protection of NAVAIDS.
- 139.335 Public protection.
- 139.337 Wildlife hazard management.
- 139.339 Airport condition reporting.
- 139.341 Identifying, marking, and lighting construction and other unserviceable areas.
- 139.343 Noncomplying conditions

Sample Training Materials

Please refer the accompanying reference material binder for more information pertaining to this training discipline. As with all of AAAE's on-site classes, these reference materials are refined and customized for clients.

Alternate Delivery Methods – AAAE's Web-based and Computer-based systems

AAAE has produced software for web-based, satellite-based and computer-based interactive training programs. We develop applications that function as platforms, managing various airport specific training programs and interactive testing. The training programs are customized to reflect the specific airport involved. Customization can range from a simple PowerPoint presentation with imbedded video clips to full screen, digital video presentations filmed on-site at the airport. The operating system can be linked directly to an application service provider (ASP), which automatically stores and tracks individual training records.

On July 8, 2003, the United States Patent Office awarded AAAE a patent for AAAE's computer-based interactive employee training (IET) system. The patent number is: US 6,589,055B2. A Canadian Patent was awarded on May 22, 2007. The Canadian patent number is: 2,437,677.

Because of AAAE's close working relationship with federal regulatory agencies, our staff has become "content experts" in the field of airports. This experience has given the association unique insights and intimate knowledge of airport security and rules and regulations regarding airport operations and safety. Our staff knows the key representatives within the Transportation Security Administration (TSA) and the Federal Aviation Administration (FAA).

In 1990, AAAE formed a subsidiary, called the Airport News and Training Network (ANTN), to provide the association with in-house multimedia production and broadcasting capabilities. AAAE, as an organization, has well over a decade and a half of experience in producing video and multimedia programs.

In 1999, ANTN began moving to computer based training and interactive programs. Since then, ANTN has become the industry's largest producer of airport training CBT and WBT programs with over 925,000 airport employees having been trained using AAAE produced multimedia.

With years of experience at airports and on airfields, the ANTN staff has proven to be the industry's leader in producing multimedia training for airports. All work is done "in-house" using team members who are instructional designers, Flash developers, software

programmers, content developers, script writers, graphic designers, digital photographers (still and video), and editors. The ANTN Staff has produced hundreds of custom and non-custom multimedia training programs for airports.

Learning Management System (LMS)

AAAE's Learning Management System is a web-based interactive training system designed to be accessed over the Internet and presented in a user-friendly format. The LMS is protected by firewalls and has the ability to restrict and/or grant privileges. The login process is secure but non-threatening to the user. Each participant begins the training process by using a computer to enter required information that is client determined such as name, company and identification number. The individual then navigates through branching segments of the customized training module containing learning objectives which detail the procedures and information required for the training desired. The interactive course is designed to ask the participant questions, usually following the various learning objectives, based on the training module's content.

Training modules include graphics and an adequate bank of questions to ensure a minimum of 20 interactive test questions. All questions are randomly generated. Test results are automatically stored and maintained in a specific database.

Training records are immediately accessible to authorized personnel. The database provides easy searches and reports of test and participant data in pre-defined parameters (i.e., by date, employer, name, etc.). Database information can also be exported to Microsoft Excel and Word tools.

The web-based system is built on an open architecture that allows local modifications to the training modules. The system is also expandable and able to accommodate additional training courses as needed by the airport.

Interactive Employee Training (IET) System

The IET is a computer-based training system that functions as a platform, managing various training programs and interactive testing. This system is very efficient and cost effective in delivering repetitive safety and security training to airport employees, airlines, tenants, service providers and contractors.

Each IET system is custom designed. Training is delivered on a full screen, flat panel monitor. Digital video presents the training material in a customizable format filmed on-site at each airport. The actual workplace becomes the training background. The operating system is directly linked to an application service provider (ASP), which automatically stores and tracks individual training records.

The system is designed to train multiple individuals on the same or different programs, simultaneously. Each of the workstations, although networked together for data

transmission, operates independently to individualize the training experience for the employee. Touch screen technology eliminates the keyboard and makes the system easy to use, even for those unfamiliar with computers. Control buttons on each monitor allow the employees to work at their own pace by stopping or rewinding the full screen video training program as needed. These carefully planned features put the employees at ease during the training experience.

IET training programs are limited only by our imagination. Digital video can capture and present many training topics required by airport employees. AAAE has over 200 airports currently using its web-based or computer-based interactive training systems.

Category V - Aeronautical Driver Training

AAAE's Computer-Based and Web-Based Training Systems

AAAE has produced software for web-based, satellite-based and computer-based interactive training programs. We develop applications that function as platforms, managing various airport specific training programs and interactive testing. The training programs are customized to reflect the specific airport involved. Customization can range from a simple PowerPoint presentation with imbedded video clips to full screen, digital video presentations filmed on-site at the airport. The operating system can be linked directly to an application service provider (ASP), which automatically stores and tracks individual training records.

On July 8, 2003, the United States Patent Office awarded AAAE a patent for its computer-based interactive employee training (IET) system. The patent number is: US 6.589.055B2. A Canadian Patent was awarded on May 22, 2007. The Canadian patent number is: 2,437,677.

Because of AAAE's close working relationship with federal regulatory agencies, our staff has become "content experts" in the field of airports. This experience has given the association unique insights and intimate knowledge of airport security and rules and regulations regarding airport operations and safety. Our staff knows the key representatives within the Transportation Security Administration (TSA) and the Federal Aviation Administration (FAA).

In 1990, AAAE formed a subsidiary, called the Airport News and Training Network (ANTN), to provide the association with in-house multimedia production and broadcasting capabilities. AAAE, as an organization, has well over a decade and a half of experience in producing video and multimedia programs.

In 1999, ANTN began moving to computer based training and interactive programs. Since then, ANTN has become the industry's largest producer of airport training CBT and WBT programs with the completion of over 925,000 airport employee training sessions using AAAE produced multimedia.

With years of experience at airports and on airfields, the ANTN staff has proven to be the industry's leader in producing multimedia training for airports. All work is done

"in-house" using team members who are instructional designers, Flash developers, software programmers, content developers, script writers, graphic designers, digital photographers (still and video), and video editors. The ANTN Staff has produced hundreds of custom and non-custom multimedia training programs for airports.

Because of AAAE's close working relationship with federal regulatory agencies, our staff has become "content experts" in the field of airports. This experience has given the association unique insights and intimate knowledge of rules and regulations regarding airport operations, safety and security. Our staff knows the key representatives within the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) and is familiar with FAR Part 139, 40 CFR, Advisory Circulars and TSRs.

Interactive Employee Training (IET) System

The IET is a computer-based training system that functions as a platform, managing various training programs and interactive testing. This system is very efficient and cost effective in delivering repetitive safety and security training to airport employees, airlines, tenants, service providers and contractors.

Each IET system is custom designed. Training is delivered on a full screen, flat panel monitor. Digital video presents the training material in a customizable format filmed on-site at each airport. The actual workplace becomes the training background. The operating system is directly linked to an application service provider (ASP), which automatically stores and tracks individual training records.

The system is designed to train multiple individuals on the same or different programs, simultaneously. Each of the workstations, although networked together for data transmission, operates independently to individualize the training experience for the employee. Touch screen technology eliminates the keyboard and makes the system easy to use, even for those unfamiliar with computers. Control buttons on each monitor allow the employees to work at their own pace by stopping or rewinding the full screen video training program as needed. These carefully planned features put the employees at ease during the training experience.

IET training programs are limited only by our imagination. Digital video can capture and present many training topics required by airport employees. AAAE has over

200 airports currently using its web-based or computer-based interactive training systems.

AAAE will create and produce two 25-30 minute interactive training programs on Driver Training—Level 1 Ramps and the Movement Area Training for each of the Port Authority Airports; JFK, EWR, LGA, SWF and TEB. All content for these customized training courses will be presented in full screen digital video. The video will be captured in 16x9 widescreen aspect ratio and acquired on-site at each of the five airports. All training programs will include graphics and an adequate bank interactive test questions.

These custom, interactive training programs will be loaded on the IET workstations at each of the five (5) Port Authority Airports. All employee training records will be automatically stored and tracked by the IET system.

In addition, each of the airports will receive 100 DVDs of their respective videos of the Driver Training-Level 1 Ramps and Movement Area Programs. Also, one thousand two hundred, color premium student handouts and four hundred copies of three (3) different true/false and fill in the blank type tests (along with a computer copy of the tests and test answer keys) will also be delivered to each airport.

IET Training Course Development

The digital video training programs will be developed using the following steps to ensure that each training module is customized for JFK, EWR, LGA, SWF and TEB Airports:

a. Script development. Scripts will be customized to cover all training requirements and information that is JFK, EWR, LGA, SWF or TEB-specific. Script development will start with script recommendations produced by AAAE. These scripts will be tailored to meet specific local needs. AAAE staff and each airport staff will work together in customizing the scripts. The Port Authority will give final script approval.

b. Visual development. AAAE will develop visual imagery based on script and Port Authority input.

c. Scene layouts. AAAE staff will use their extensive photography and airport experiences to lay out scenes to best visualize the instructional content.

d. Scenario development. AAAE has developed scenarios that help instruct employees regarding specific responses and procedures. Staff will work with each airport to customize scenarios.

e. On-site filming, including site survey. AAAE will come on location for site survey and filming and will be on site at JFK, EWR, LGA, SWF and TEB Airports as many days as necessary to visually cover the scripts. The current digital video format used by AAAE is 16 x 9.

f. Narration. AAAE has a staff of professional narrators that will be used for courses.

g. Graphics and graphic artwork. AAAE will develop graphics and graphic artwork when necessary to help enhance instruction for employees.

h. Interactive script development. AAAE will develop scripting to provide continuity for instruction and testing.

i. Integration of custom video into interactive course. AAAE will use non-linear digital editing and Authorware to merge video content with interactive computer-based graphics to create a seamless training course.

j. Time commitments of airport staffs to participate in the process. The overall time commitments of the Port Authority staff are minimized because of AAAE's experience in creating this type of interactive programming. Scripting will have a comprehensive draft foundation. The photographer will require an escort, and each course takes several days to shoot. AAAE's photographers are experienced working on the AOA and have been badged at several airports, requiring minimal supervision. Scenarios usually require participation by various personnel from the airport and tenants. Because the scenarios are based on real examples and experiences, a brief explanation is all that is needed to familiarize willing participants and volunteers with their roles. When videotaping scenarios using airport personnel, it usually requires 15 minutes or less of the person's time.

Learning Management System (LMS)

AAAE's Learning Management System is a web-based interactive training system designed to be accessed over the Internet and presented in a user-friendly format. The LMS can be protected by firewalls and has the ability to restrict and/or grant privileges. The login process is secure but non-threatening to the user. Each participant begins the training process by using a computer to enter required information that is

client determined, such as name, company and identification number. The individual then navigates through branching segments of the customized training module containing learning objectives which detail the procedures and information required for the training desired. The interactive course is designed to ask the participant questions, usually following the various learning objectives, based on the training module's content.

Training modules include graphics and an adequate bank of questions to ensure a minimum of 20 interactive test questions. All questions are randomly generated. Test results are automatically stored and maintained in a specific database.

Training records are immediately accessible to authorized personnel. The database provides easy searches and reports of test and participant data in pre-defined parameters (i.e., by date, employer, name, etc.). Database information can also be exported to Microsoft Excel and Word tools.

The web-based system is built on an open architecture that allows local modifications to the training modules. The system is also expandable and able to accommodate additional training courses as needed by the airport.

Driver Training—Level 1 Ramps Curriculum

AAAE has produced fifty-two (52) airport customized Non-Movement Area Driver Training programs. Three (3) other Non-Movement Area Driver Training programs have been ordered and are currently in production.

The Driver Training—Level 1 Ramps Training Programs will cover the following subject areas:

1. Restricted Vehicle Service Road marking, speed limits and locations.
2. Non-Movement Area markings.
3. Yielding to aircraft and emergency vehicles.
4. Use of two-way radios, cell phones and other electronic devices.
5. Jet blast hazards and avoidance
6. Aircraft navigation lights.
7. Helipad markings, lighting and location(s).
8. Aircraft parking circle of safety.
9. PA Breach of Rules program
10. Escort procedures
11. Foreign Object Debris.
12. Runway hazard signs, markings and lighting.

13. Taxiway signs, marking and lighting.
14. Personal Safety
15. SIDA—I.D. display.
16. Driving at night and during poor visibility
17. Security awareness.
18. Airport Rules and regulations.

Movement Area Curriculum

The Association has also produced multiple Movement Area Driver Training programs. Each Movement Area Training Program will cover all of the areas included in the non-movement area training plus the following subject areas:

1. ATC and PA radio procedures and NORDO procedures.
2. Movement area signs, markings and lighting.
3. Runway and Taxiway safety areas.
4. Runway arrestor beds.
5. ILS critical areas.
6. Location of FAA Nav aids.
7. Aircraft identification.
8. Movement area familiarization.

Category VI - Security

Proposed Length of Each Class; Salient Points; Features

This training is conducted over a three-day period by some of the leading experts in aviation security. Although the security industry changes probably more than any other facet of the aviation industry, AAAE jumped to the head of the pack and is staying ahead by developing its comprehensive Airport Certified Employee-Security certification program. The program has been taught at PANY&NJ several times with great success over the past two years and the ACE body of knowledge modules has just completed an update.

The critical issue of securing our aviation industry remains at the forefront of our national agenda with over 80% of homeland security funding going to aviation security. National intelligence estimates show that aviation still remains the primary terrorist target and is a constant threat to the United States. AAAE takes a careful approach to developing training programs. The ACE-Security programs have been thoroughly vetted and reviewed by airport, air carrier, air cargo and general aviation personnel, in addition to TSA personnel and members of the aviation law enforcement community.

Since our instructors are associated with AAAE and have access and clearance to "sanitized" Sensitive Security Information (SSI), the instructors can discuss issues such as "need to know" information as well as Security Directives with attendees. While the ACE-Security program does not contain SSI information, the matter frequently comes up in the security training programs and AAAE has the benefit of having instructors who have access both of SSI materials, and knowledge of how SD's are being implemented in the industry. However, instructors obtain this information through various sources: contract work with other airports requiring their expertise, involvement in airport industry committees, or from prior working experience.

Training is primarily conducted by Jeff Price, the developer of the ACE-Security modules. As previously mentioned, Professor Price is a recognized expert in the field of aviation security. He has traveled to Ireland, Canada, England and Israel studying aviation security in addition to numerous airports throughout the U.S., including John F. Kennedy and Newark/Liberty International. Price was also the assistant security director at Denver International Airport, and on 9-11, was the airport manager for Colorado's third busiest general aviation airport. He is also well versed in general aviation security issues. He is presently

authoring the authoritative textbook on aviation security to be published in 2009. His research for the book includes interviews and experience with air carrier security and operations personnel, air cargo, law enforcement and counterterrorism experts. Professor Price holds a Master's in Education, specializing in curriculum and instructional design for adult learners and has designed the workbooks and instructional materials for AAAE's Airport Security Coordinator, Security Audit and ACE-Security programs.

Charlotte Bryan is a nationally recognized expert in aviation security with over 36 years of Federal experience including senior management responsibilities at the FAA and the TSA. She held key assignments at agency headquarters and in Brussels which included senior responsibilities for aviation security policies and programs and stakeholder relations with U.S. and international airports and air carriers. Over the last 10 years Charlotte directed and managed the U.S. airport security program for over 429 airports. As the national manager for FAA's Aviation Security Regulatory Program, she was responsible for monitoring commercial airports operational compliance with Federal Aviation Regulation Part 107 now Part 1542, and directed special emphasis assessment and inspections.

Lori Beckman A.A.E., is a nationally recognized expert in airport security. As the Director of Security for both Stapleton International Airport and Denver International Airport for the last 15 years, overseeing airport security, police and terminal operations personnel, she has set the standard for airport security. Pioneering programs such as employee screening, access investigations, the security audit process, Ms. Beckman is considered by most to be the penultimate airport security manager. She is looked to for advice on airport security by the Transportation Security Administration, the American Association of Airport Executives and the Department of Homeland Security. She holds a Masters in Aeronautical Science with an emphasis in adult education and designed the Denver Airport Security Program under both Part 107 and Part 1542 (post 9-11), and designed and managed the Title 14 CFR Part 139 airfield driver training program for DIA. She has also served as the Chair of AAAE's Transportation Security Policy Committee for three years after serving as Vice- Chair for two years. Additionally, Ms. Beckman owns and operates her own security consulting company and will be applying for WBE status in April 08.

The ACE discipline-specific certification program is designed to establish a general knowledge base for airport professionals working in the fluid security environment. Carefully designed for aviation personnel tasked with security responsibilities from the airport, air carrier, indirect air carrier and general aviation sectors, this unique blend of U.S. and international

regulatory advisory information will create a baseline of knowledge for operating in the dynamic airport security environment.

Active airport security personnel from around the country at FAA class size airports (Classes I-IV) and at various airport security categories (Category X, 1-4) reviewed the course materials. This course not only addresses but expands upon the minimum requirements of Transportation Security Administration Regulation 49 CFR 1542.3. Eligible course participants may elect to take the ACE-Security written exam for professional development purposes. Further, this course meets the requirement for Airport Security Coordinator (ASC) Training which will enable airports to better meet the requirements for ASC personnel.

AAAE is the only organization in the world that offers ACE Security certification training for the airport industry. Following the three and one half-day on-site ACE - Security Review Course, individuals will have the opportunity to demonstrate their knowledge of the material by passing the written ACE exam with a 70% or better. Upon successfully passing the written exam, individuals will receive a special, patch, pin, and certificate.

AAAE and its instructors have proven track record of developing and delivering new and customized training programs. For this category, AAAE will also develop and deliver Airport Security Planning Training and Security Contract Administration Training according to the guidelines of within this RFP. These courses will follow guidelines highlighted in the preamble section of "G.1" as well as cover the salient points listed in the "Course Outlines" segment of this section. Below are the course outlines for the Airport Security, Airport Security Planning and Security Contract Administration classes proposed for delivery.

Course Outlines

Training Agenda – Security Training: Airport Security/ACE Security

DAY 1

Introduction to the Review Course

- Explanation of Course Outline
- Overview Discussion on History of Airport Security

History and Policy Development in Aviation Security

- Chronological History of Aviation Security Related Events
- Background on Policy Development Procedures
- Security Related Events Generating New Policy Implementation Procedures
- ICAO's Role in Aviation Security

Aviation Security System

- U.S. Government Hierarchy Before 9/11
- U.S. Government Hierarchy After 9/11
- Aviation Security Roles and Responsibilities
- Evolving Threats: Past, Present, and Future

Premise of 49 CFR Part 1500 series - Transportation Security Regulations

- 49 CFR 1500 - Terms and Abbreviations
- 49 CFR 1520 - Sensitive Security Information
- 49 CFR 1540 - Civil Aviation Security, General Rules
- Responsibilities of Passengers and Employees

International Civil Aviation Organization

- Risk and Threat Assessments (conducting security audits)
- ICAO Guidance
- Enforcement Guidance
- Current Regulatory & Policy Guidance

Review

DAY 2

Premise of 49 CFR Part 1542 – Airport Security, Transportation Security Regulations

- 49 CFR 1542 - Airport Security
- Airport Security Programs
- Operations - Fingerprinting, Access Control, Law Enforcement Coordination
- Contingency Planning
- General Aviation Security - Fixed Based Operators (FBO)
- General Aviation Airport Security

Practical Airport Security

- The Airport Security Coordinator
- Airport Security Department Set-Up
- Significance of Self-Auditing
- 49 CFR 1503 and TSA Sanction Guidance
- The Badge Application, Access Control Set-Up
- Helpful Forms and Documents
- General Administrative Practices

Review

DAY 3

Aircraft Operator Security

- History and Development
- Roles of the AOSC, GSC and corporate security department
- Air Rage, Federal Air Marshals, Federal Flight Deck Officers, Secure Flight
- 49 CFR 1544 - Aircraft Operator Security
- Screening Programs and Bag Matching
- Operations and In-Flight Emergencies
- Threats and Threat Response
- 49 CFR 1546 - Foreign Air Carrier Security

Indirect Air Carrier Security

- 49 CFR 1548 - Indirect Air Carrier Security
- All-Cargo Operator Security

- Roles of Customs and Border Protection, Immigration and Customs Enforcement, and Clearance Programs
- 49 CFR 1550 - Aircraft Security Under General Operating and Flight Rules

Weapons and Tactics

- Emerging threats and technologies -- practical review and strategy development
- Explosives and Explosive Detection Equipment
- Explosive Trace Detection
- K-9 Teams
- TSA Explosives Unit/Bomb Appraisal Officers
- X-Rays and walk-through metal detectors (WTMD)
- Biometrics and New Technology

Emergency Planning and Incident Command

- The Emergency Management Cycle
- Role of the Emergency Manager
- Special Events Contingency Planning with Public Safety Agencies
- Exercise Design
- Basic Incident Command System
- Security Incident Considerations and Characteristics
- Restoring Normal Operations

Class-Requested Discussion Items and Final Review

DAY 4

Administration of Exam for ACE Security Program Members (3 hours)

Training Agenda – Security Training: Airport Security Planning

DAY 1

Introduction to Aviation Security

- Roles, organization and structure of the TSA
- Roles and responsibilities of the Airport Operator
- Key players

Aviation Security Regulations

- Title 49 CFR Part 1500-1540
- Title 49 CFR Part 1542 (Airport Security)
- Title 49 CFR Part 1544 (Aircraft Operator Security)
- Title 49 CFR Part 1546 (Foreign Air Carrier Security)
- Title 49 CFR Part 1548 (Indirect Air Carrier Security)
- Title 49 CFR Part 1550 (General Aviation and Flight Training)

The TSA Rulemaking Process

- Notice of Proposed Rulemaking
- Security Directives
- Amendments

DAY 2

Building the Airport Security Program: Specific Requirements

- The Airport Security Coordinator
- Security Identification Display Area, and other security areas
- Access Control
- Credentialing and the personnel identification system
- SIDA Training
- Law Enforcement Requirements

Preparing for the next threat

- Emerging Terrorist Threats
- Emerging Technologies
- Understanding Risks & Risk Assessments
- Exercise Design

Contingency Planning and Incident Response

- The color-coded Homeland Security Alert System
- Building contingency plans
- Role of the National Incident Management System (NIMS)
- Emergency Planning and Incident Response
- Business continuity planning

Training Agenda – Security Training: Security Contract Administration

DAY 1

Regulatory Responsibility of Airports to Secure Facilities

- Airport Security Program
- Airport Security Coordinator
- Response to Security Directives
- Access control
- Credentialing & Training
- Working with TSA

Title 49 CFR Part 1503; Part 1520; Part 1540

- Enforcement
- Sensitive Security Information
- Personnel Security Responsibilities

Title 49 CFR Part 1542 – The Airport Security Program

- Airport Security Program, specific requirements
- Security Identification Display Area requirements

Airport Tenants, Contractors, Vendors and Air Carriers

- Authorizing agent processes
- Credentialing processes
- Access considerations and assignments
- Personnel training requirements
- Contract requirements and management
- Special Circumstances (emergencies, airfield construction)
- Duties of the Assistant ASC and security staff

Security and Law Enforcement

- Contract security administration management
- Law enforcement operations – local
- Law enforcement operations – state and federal

Sample Training Materials

Please refer the accompanying reference material binder for more information pertaining to this training discipline. As with all of AAAE's on-site classes, these reference materials are refined and customized for clients:

Alternate Delivery Methods – AAAE's Web-based and Computer-based systems

AAAE has produced software for web-based, satellite-based and computer-based interactive training programs. We develop applications that function as platforms, managing various airport specific training programs and interactive testing. The training programs are customized to reflect the specific airport involved. Customization can range from a simple PowerPoint presentation with imbedded video clips to full screen, digital video presentations filmed on-site at the airport. The operating system can be linked directly to an application service provider (ASP), which automatically stores and tracks individual training records.

On July 8, 2003, the United States Patent Office awarded AAAE a patent for AAAE's computer-based interactive employee training (IET) system. The patent number is: US 6,589,055B2. A Canadian Patent was awarded on May 22, 2007. The Canadian patent number is: 2,437,677.

Because of AAAE's close working relationship with federal regulatory agencies, our staff has become "content experts" in the field of airports. This experience has given the association unique insights and intimate knowledge of airport security and rules and regulations regarding airport operations and safety. Our staff knows the key representatives within the Transportation Security Administration (TSA) and the Federal Aviation Administration (FAA).

In 1990, AAAE formed a subsidiary, called the Airport News and Training Network (ANTN), to provide the association with in-house multimedia production and broadcasting capabilities. AAAE, as an organization, has well over a decade and a half of experience in producing video and multimedia programs.

In 1999, ANTN began moving to computer based training and interactive programs. Since then, ANTN has become the industry's largest producer of airport training CBT and WBT programs with over 925,000 airport employees having been trained using AAAE produced multimedia.

With years of experience at airports and on airfields, the ANTN staff has proven to be the industry's leader in producing multimedia training for airports. All work is done "in-house" using team members who are instructional designers, Flash developers, software programmers, content developers, script writers, graphic designers, digital photographers (still and video), and editors. The ANTN Staff has produced hundreds of custom and non-custom multimedia training programs for airports.

Learning Management System (LMS)

AAAE's Learning Management System is a web-based interactive training system designed to be accessed over the Internet and presented in a user-friendly format. The LMS is protected by firewalls and has the ability to restrict and/or grant privileges. The login process is secure but non-threatening to the user. Each participant begins the training process by using a computer to enter required information that is client determined such as name, company and identification number. The individual then navigates through branching segments of the customized training module containing learning objectives which detail the procedures and information required for the training desired. The interactive course is designed to ask the participant questions, usually following the various learning objectives, based on the training module's content.

Training modules include graphics and an adequate bank of questions to ensure a minimum of 20 interactive test questions. All questions are randomly generated. Test results are automatically stored and maintained in a specific database.

Training records are immediately accessible to authorized personnel. The database provides easy searches and reports of test and participant data in pre-defined parameters (i.e., by date, employer, name, etc.). Database information can also be exported to Microsoft Excel and Word tools.

The web-based system is built on an open architecture that allows local modifications to the training modules. The system is also expandable and able to accommodate additional training courses as needed by the airport.

Interactive Employee Training (IET) System

The IET is a computer-based training system that functions as a platform, managing various training programs and interactive testing. This system is very efficient and cost effective in delivering repetitive safety and security training to airport employees, airlines, tenants, service providers and contractors.

Each IET system is custom designed. Training is delivered on a full screen, flat panel monitor. Digital video presents the training material in a customizable format filmed on-site at each airport. The actual workplace becomes the training background. The operating system is directly linked to an application service provider (ASP), which automatically stores and tracks individual training records.

The system is designed to train multiple individuals on the same or different programs, simultaneously. Each of the workstations, although networked together for data transmission, operates independently to individualize the training experience for the employee. Touch screen technology eliminates the keyboard and makes the system easy to use, even for those unfamiliar with computers. Control buttons on each monitor allow the employees to work at their own pace by stopping or rewinding the full screen video training program as needed. These carefully planned features put the employees at ease during the training experience.

IET training programs are limited only by our imagination. Digital video can capture and present many training topics required by airport employees. AAAE has over 200 airports currently using its web-based or computer-based interactive training systems.

ATTACHMENT B- SCOPE OF WORK

Part I – General Requirements

The Contractor shall provide aeronautical training services to the Port Authority in the selected category(s).

Working under the general direction of an Aviation Department Manager, the Contractor shall be responsible for all work set forth in this Attachment. The Contractor shall also be responsible for the management of the work in accordance with the provisions below. The Contractor shall ensure that the Aeronautical training services which the Contractor has been engaged to provide and support operates as is intended and is maintained in accordance with a maintenance methodology agreeable to the Port Authority.

All elements of the scope of work that follow should be interpreted as tasks to be performed. The following sections detail the work to be performed and the manner in which it is to be managed.

The training program consists of the following major components that must be developed and delivered by the selected Training Provider:

Training Development & Maintenance – The provider will be responsible to create and develop user instruction / training manuals for each course being offered as well as corresponding Job Aids to support users back at their desks. Included will be the responsibility for all duplication, assembly, binding and materials used to construct all training deliverables. In addition, the provider will be responsible for the maintenance of all training materials during the full term of the program. On an ‘as requested basis’ there may be a need to update due to new legislation, new procedures, changes etc.

Included within these tasks are the requirements to prepare, maintain, deliver and score pre and post course exams as specified by the Authority.

Please note that all ADA or similar requirements for adaptive accommodations must be adhered to for both course material preparation and ongoing delivery.

Training Delivery – Using the deliverables prepared during the training development, the provider will be responsible to train users in a classroom setting. The number of classes to be delivered is currently estimated at 35 one-day classes, however this number may increase or decrease and is not guaranteed. Additional key tasks include class registration and scheduling.

- o The Authority will consider, in addition to live instructor led classroom training any alternative training methodologies that rely on technology – such as web based computer training, distributed instructor instruction via video conferencing or other such tools and techniques that may prove to be valuable, cost effective to increase participant understanding and/or reduce costs. The proposer is to carefully detail all such options in both their management & technical proposal as well as the associated costs. All costs, including licensening, equipment and all technical requirements must be detailed and should not be assumed.

Reserve allocation – 100 hours per training category – The provider will be responsible for delivering 100 additional hours of support per category to be used for various purposes not specifically addressed in the RFP. For example, this time could be used to deliver abbreviated versions of courses, executive overviews, refresher training. The reserve hours could also be used for coaching sessions at various facility locations for select users who are having difficulty understanding the core texts. During the term of the contract, there may be need for new training material to be developed. These hours can also be used for providing select presentations on certain key and specifically focused information, which extends beyond that which is provided in the training classes. No work is guaranteed. All work must be estimated and approved, in writing, by the Contract Administrator prior to work being performed. You shall not exceed the estimate + 10% without prior written consent of the Authority. All estimates must be provided within 1 week of formal request by the Authority.

Management of Work

The Contractor shall be responsible for establishing and maintaining an organizational and operational structure appropriate to the scope of work to be performed under this agreement. This shall include but not be limited to assigning appropriate numbers of staff with skills appropriate to the tasks to be performed. The Authority reserves the right to review qualifications and interview all technical staff prior to their assignment to this contract and to withhold approval for assignment at the Authority's sole discretion.

All assigned staff must be accessible either through a paging device, a cell phone, or through a toll free 24x7 telephone number. All Contractor staff that directly interfaces with the Authority's personnel must have demonstrated fluency in the technical subject matter. Prior to and during training cycles key staff must meet with the Authority; the frequency of meetings will be determined in agreement with the Contractor. The purpose of these meetings shall be, but not limited to:

- Track the status of the work activities
- Review and report on any training issues
- Review the contractor's invoices for services provided
- Report or communicate on all availability of services and resolves disputes

The Contractor shall produce and deliver to the Authority, at least 48 hours prior to each status meeting, a status report listing strategic, tactical and operational items and issues and the status of each. The report shall at a minimum provide a statement of training status through reporting and indicate progress made on 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 services, statistics on problems encountered /resolved in the reporting period and year to date, as well as service levels listed in the Attachment C- General Contract Provisions, in addition to ad hoc reports as required by the Port Authority.

Security Measures for Contractor's Staff

This section is intended for the creation of security controls relative to the Contractor's own staff. The Contractor shall be responsible for maintaining a secure environment and supplying personnel who satisfy Authority and/or Regulatory requirements. All employees and subcontractors assigned to the Authority account, regardless whether their services are rendered remotely from a non-Port Authority facility location are subject to a background check by the Port Authority Police Department and /or other agencies and/or organizations as the Port Authority may designate.

Labor Force

The Contractor shall furnish sufficiently trained management, supervisory, and technical personnel to perform the services required of the Contractor under this Contract, with all such personnel subject to review and approval by the Authority. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Authority or in the determination of the Director of Aviation may have taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust and best interest of the Authority, the Contractor shall remove any such personnel immediately and replace them by personnel satisfactory to the Authority within two weeks, upon notice from the Authority.

Program Management – Appointment of Staff

The Contractor shall appoint members of their organization to oversee the management of the contract. The Contractor shall assign a full time, technically proficient, English speaking, experienced and fully qualified Engagement Manager.

Following notification of the proposed assignment, the contractor shall provide information (resume, background, history with the Contractor, etc.) regarding the proposed Engagement Manager and the Contractor shall arrange for the individuals to be available for interviews at no cost to the Port Authority.



The Engagement Manager shall be subject to approval by the Authority and subject to removal at the Port Authority's discretion.

The Contractor shall notify the Authority in writing sixty days prior to the change of the Engagement Manager.

After attempt at remediation, and upon advance notification, the Authority shall have the right to remove any instructors or staff that are not effective in instruction to Authority staff.

Work Location

For the purpose of this engagement, the Training Provider should consider the following location as their primary location for the management and control of the training engagement. Training classes will be held in conference rooms at the airports and in classrooms in New York City.

Sufficient space will be provided to all Training Provider staff who will be working out of the corporate locations. Included are standard services (e.g. desk phone with voice mail, email, standard Agency configured PC, internet access).

Training Development & Maintenance

The training provider will be responsible to create and develop the appropriate user instructions / training manuals for each course being offered as well as any corresponding job aids to support users back at their jobs.

Training manuals must contain the fundamental and detailed information required for participants to fully understand their role and responsibilities. The material should be developed to stand on its own as complete user instructions.

All manuals, job aids and other material produced by the Training Provider for participants will be reviewed by key Authority staff and will require approval by the Authority's Training Manager or their designee prior to being used.

During the term of the Training Program, the Authority may request the Training Provider to update the training manuals or job aids on an 'as needed' basis. This may be due to new legislation, changes in security procedures etc. Accordingly, the Authority is requesting an hourly maintenance rate for the material.

The Provider will be responsible for the maintenance of all training material during the full term of the program. The Provider will also prepare suitable written communications summarizing any update, changes or revisions to any training materials that will affect or impact the participant. All such communications shall be submitted for Authority approval. These "revision notes" will be e-mailed to all required participants. Maintenance of the e-mail distribution list resides with the Authority. The Revision Notice will point to allocation on the Authority's intranet site where actual revisions to the manuals will be maintained for on-line review.

All material are intended to be available in two media – hard copy for those students attending a training class and electronic format for publishing on the Authority's intranet site. The responsible for creating /adding the intranet site is the responsibility of the Authority. The Training provider is however responsible to provide the content in an electronic format suitable for web publishing. A unit price for an hourly rate must be quoted in Attachment D – Cost Proposal form.

Duplication & Publication

The training provider will be responsible for all duplication, assembly, binding and materials used to construct each training manual and corresponding job aids. The manuals will be produced in hard copy, loose-leaf binder format and the job aids shall be created in a durable form such as heavy stock paper or laminated base paper. All materials must be available and distributed to each classroom participant at the time of their training session.

The content of all training materials must also be provided in electronic format should the Authority elect to publish them on the Authority's intranet site. Activities associated with placing materials directly on our intranet site is not the responsibility of the training provider. The training Provider is however responsible to provide the content in a format compatible with Office 2000 or PDF format suitable for web publishing.

The cost for the content creation and publication of the manuals are a lump sum component and must be quoted in Attachment D – Cost proposal form.

Training Delivery

At the Authority's discretion, select classes shall be piloted in order to assess the effectiveness of the courser content and materials. Following the pilot sessions, the Training Provider will be required to revise course content and material as considered necessary by the Authority for effective course delivery and content.

Aviation staff and select staff from other Authority departments (i.e. Audit, Human Resources, etc) may audit one or more training class but not occupy an official training seat.

The training provider will be paid only for the number of classes held. No further obligation shall accrue to the Authority even if the estimated number of courses / course days is not remotely correct

Unit prices must be quoted in the Attachment D – Cost Proposal form.

The unit price for the course delivery must include all costs pertaining to the training effort including, but not limited to, the trainers preparation time, the cost associated with the hard-copy production of the train manual and related job aids for each student who attends the class, the instructors train time per workday and all associated travel related expenses.

For the purpose of comparing price proposals, the Authority will assume that a minimum of one day to a maximum of six weeks days of training will be delivered.

For the purpose of pricing assume five students per class with an appropriate number of sets of Training Materials for each class delivered. The training materials used in these classes must be original, bound, color copies.

Training Classrooms

The contractor must be prepared to travel to NY/NJ airport sites at different times of the day and night.

Exam Preparation & Delivery

The contractor shall prepare exams that cover all learning objectives.

Attendance Rosters

The training provider shall maintain the class attendance roster and provide notification of no-shows and/or cancellations to the Authority Training Manager. The class attendance roster will include course title, class dates, participant name, and participant employee number. After the completion of the class, course evaluations along with a copy of the class attendance roster shall be given to the Authority Training Manager or designee.

Question – discuss their role as it relates to People Soft training tool – do they need to use it / access it – if so, lets discus – have wording for you.

Other training responsibilities & clarifications

The following list identifies other responsibilities of the Training Provider during the training program and also provides some clarification on other/ related issues.

All training instructors identified for this scope of work must have prior experience in the area of course expertise. Instructors deemed unsuitable may be may be removed from this project and the training provider must provide substitutes with the appropriate experience

Instruction Preparation includes the following

- Gather special requirements for class or workshop
- Refresh any training data or material for exercises if /when needed
- Validate training exercises as required
- Create new exercises as required to support instruction
- Supply / hand out and instruct all participants in use of all training materials.

The Authority shall provide the Training provider with information regarding basic classroom procedures and standards. The Training Provider is responsible for ensuring that inductors address the appropriate information and adhere to those standards and procedures. Authority staff reserves the right to periodically monitor course and instructions as proof that those standards are maintained.

At the conclusion of each training class, the Training Provider is responsible for cleaning the white board, disposing of used paper, resetting PCs (if applicable), shutting off the projector, logging off all PC equipment (if applicable) and locking the classroom door.

Daily Rate

During the term of the program there may be a need for additional staff resources which have not already been defined or address. If the Training Provider anticipates that work could be performed in areas that have not been specifically accounted for in this RFP, the roles and rates per day must be quoted in Attachment D – Cost Proposal form.

SERVICE	SERVICE LEVEL	LIQUIDATED DAMAGES FOR NON-PERFORMANCE
Instructor to show up prepared and on time for class delivery.	Instructor must arrive for class with all required materials, and ready to begin within 10 minutes of scheduled start time each day.	\$500 for each 30-minute period from 10 minute past published class start time until instructor is ready to begin class.
End of Course Evaluations	Evaluations are to be given, collected, collated and results sent to Authority within 72 hours of course completion	\$100 for each 24 hour period evaluation material not provided to Authority
End of Course Tests	Tests are to be graded, verified and results returned to Authority within 72 hours of course completion	\$100 for each test for 24 hour period test results not provided to Authority
Adherence to deliverable schedules	Course material, updates or requested documents to be provided within 24 hours of agreed to deliverable date.	\$300 per 24 hour period agreed to material is not presented to Authority

Part II – Aeronautical Training Course Scope

Contractor shall be responsible for delivering all course categories under a specific category.

1. Wildlife	2. New Employee Airport Operations Agent (AOA) Training	3. Aeronautical Operations- Technical	4. Aeronautical Operations - Regulatory	5. Aeronautical Driver Training	6. Security Training
Wildlife Management And Bird Identification	Airport Operations Agent Training	The Pilot's Perspective	Airport Employee Operations	Aeronautical Area Driver Training - Level I Ramp and Restricted Vehicle Service Roads	Airport Security
Firearms Training		International Facility Operations	Airport Safety Operations - Basic and Advanced	Aeronautical Area Driver Training - Level II Runways and Taxiways	Airport Security Planning
		Air Traffic Control	Initial and Recurrent FAR 139 Training		Security Contract Administration

Category I -- Wildlife

This category of training features two courses:

1. Wildlife Management and Bird Identification
2. Firearms Training

Background:

Wildlife management training is intended for all of Port Authority Aviation Supervisory staff. This category of training programs should provide important information on the impact that birds and other wildlife have on aircraft and airport operations. Training should include specific instructions for leading management and control programs required to diminish the likelihood of catastrophes associated with airport wildlife. Learning objectives are clearly spelled out per course, which include teaching the latest information on strike trends, legal issues, technology, habitat management and community planning.

1 Wildlife Course One: Wildlife Management and Bird Identification

- Introduction & overview of airport wildlife hazards
- Discussion of strikes as public safety issue
- Characteristics of hazards and bird/wildlife strikes
- History of strikes
- Laws and regulations
- Explanation of how federal, state, and local laws work (jurisdiction)
- Discussion of some major wildlife, environmental, and aviation laws & regulations (Migratory Bird Treaty Act, FAR 139.337, birds not protected by law, etc.)
- Airport's wildlife permits: permits needed, how the permit works, what the permits allow
- Wildlife id - mostly birds, some mammal identification
- Why identification is important
- Tools & equipment needed to identify birds/wildlife
- Other resources (books, birding clubs, museums, etc.)
- How to use the bird field guidebook
- How to identify birds
- Body size & shape
- Behavior
- Field marks
- Topography/habitat
- Range maps
- Species descriptions for most common groups of birds (gulls, waterfowl, raptors, waders, passerines, non-passerine terrestrial birds)

- Wildlife control techniques:
 - Harassment - pyrotechnics; propane cannons; distress calls; lasers; falconry; helikite/scary eye balloons; mylar tape
 - Exclusion - netting, spike strips, shock strips, & others; trapping; shooting.
 - Repellents - methyl anthranilate, Avitrol
 - Population removal - trapping; trapping & relocation; toxicants; shooting

- Wildlife strike reporting
- Importance of filing strike reports
- Definition of a strike
- How to fill out a strike report
- Exam

2. Wildlife Course Two: Firearms Training

(Proper handling, storage and use of firearms for airport wildlife control)

- Local ordinance licensing & permit requirements.
- Scare gun & shotgun use with yearly refresher training (shooting, loading, cleaning, positioning & stance, etc) at a qualified range.
- How to transport weapons whether on foot or in vehicle.
- How to store and secure weapons when not in use.
- Ammo info...what type to use for what situation.
- Safety equipment.
- Notifications.

Category II - New Employee AOA Training

Note - This category consists of only 1 course

Airport Operations Agent Course Outline

INTRODUCTION

A. Job Description Summary

Overview

The airport operations agent (AOA) identifies aircraft, directs itinerant aircraft to parking positions, transports passengers to the terminals and secures aircraft. AOAs participate in the bird-control program; make sweeps of the runways and taxiways to disperse birds. Construction AOAs instruct security guards, positioning cones and escorting equipment and personnel to and from aeronautical areas. AOAs also escort passengers to and from helicopters and assist in heliport operations. They also assist in rescue and emergency situations. AOAs are also responsible for monitoring the facility for FAR 139 related issues and reporting violations or hazardous conditions. They work in the following facilities of the Port Authority of New York and New Jersey: John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA), Newark Liberty International Airport (EWR), potentially Stewart International Airport (SWF) and Downtown Manhattan Heliport (JRB).

- Working conditions
- Exposure to hazards of emergency work
- Work rotating shifts

- Exposure to all types of weather conditions

B. Job Responsibilities Summary

Under the direct supervision of an Operations Group Supervisor, the AOA is responsible for assisting in the coordination of airfield operations and ramp activities. Incumbents primarily perform outside agent duties of ramp aircraft agents, construction operations agents, or bird patrol agents. This class of AOA's normally works independently with some guidance, but is primarily guided by established methods and procedures of written or oral instructions.

Section 1: Regulation requirements

A. Subpart A – General

1. Applicability
2. Definitions
3. Standards and Procedures for Compliance
4. Port Authority Offices of Government and Community Relations

B. Subpart B – Certification

1. General requirements
2. Inspection authority
3. Duration of certificate
4. Exemptions
5. Deviations

C. Subpart C – Airport Certification Manual (ACM)

1. Compliance requirements
2. Preparation
3. Contents
4. Maintenance

D. Subpart D – Operations

1. Inspection Authority
2. Personnel
3. Individual Items
4. Non-complying conditions
5. Fixed-based operations
6. Letter of agreement with tenants and airport
7. Organizational charts: LGA, JFK, EWR, JRB

E. Subpart E – Federal Aviation Regulations (FARs)

1. Regulation impacting airports

Section 2: Airport Design

A. Airport Geometry - LGA, JFK, EWR, JRB, SWF



1. Object clearing criteria
2. Runway separation standards
3. Taxiway separation standards
4. Taxiway dimensional standards
5. Runway and taxiway safety area
6. ILS critical areas
7. Threshold requirements
8. Airport reference codes
9. Airport diagrams

B. Airport Radar Systems

1. Locate aircraft
2. Tracking aircraft
3. Separation and conflict resolution
4. Usage in the national airspace system

Section 3: Airport Paved Areas

A. Review of Port Authority (PA) ACMs

1. Safety hazards/Safety areas
2. Debris hazards
3. PA protocol
4. Aerodrome maps (taxi charts)

Section 4: Airport Marking

A. Review of Port Authority ACMs

1. Marking practices and visibility requirements
2. Runway marking
3. Taxiway marking
4. Other Marking

Section 5: Airport Signage System

A. Review of Port Authority ACMs

1. Objective
2. Components
3. NOTAMs
4. Mandatory signs
5. Taxiway and Runway location signs
6. RSA/OFZ boundary and ILS critical area boundary signs
7. Direction signs, runway exit signs
8. Signage conventions
9. Size and location
10. Configuration
11. Locations
12. Maintenance and inspection
13. PA protocol

Section 6: Runway, Taxiway and Approach Zone Lighting

- A. Review of Port Authority ACMs
- B. FAR Part 139 requirements
 - Purpose, configuration and standards
 - Lighting failure notification and restoration
 - Maintenance

Section 7: Airport Beacons

- A. Review of Port Authority ACMs
- B. FAR Part 139 requirements
 - Purpose and Standards
 - Lighting failure notification and restoration
 - Maintenance

Section 8: Obstruction marking and lighting

- A. Review of Port Authority ACMs
- B. FAR Part 139 requirements
 - Objects affected
 - Standards
 - Maintenance
 - Light failure notification and restoration

Section 9: Identifying, marking and reporting and other unserviceable areas

- A. Review of Port Authority ACMs
- B. FAR Part 139 requirements
 - Airport operators responsibility
 - Construction contractors responsibility
 - Basic safety plan considerations
 - Safety and security measures
 - Overview
 - Vehicle operations
 - PA Escort Procedures
 - NOTAMs
 - ARFF notification
 - FAA notification
 - Safety standards and guidelines
 - Overview
 - Runway safety area
 - Taxiway SA/OFA
 - Temporary runway thresholds
 - Marking
 - Lighting
 - Closed runway and taxiway marking
 - Hazard marking and lighting
 - Navigation aids
 - Potential safety hazards during construction

Section 10: Ground Vehicle Operations

A. Review of Port Authority ACMs

B. FAR Part 139 requirements

- PA protocol and PA roles/responsibilities
- Requirements AOA driving safety
- Training
- Vehicle marking and lighting
- Vehicle operations and requirements
- Non-routine operations
- Enforcement and control
- Radio Terminology
- Radio Phonetic Alphabet
- Military Time Conversance
- Conduct of field check
- Closed off areas for construction
- Layout of ground traffic
- Restricted vehicle service roads
- Apron management
- Foreign object and debris (FOD)

Section 11: Hazardous Materials and Fueling

A. Review of Port Authority ACMs

B. FAR Part 139 requirements

- Fire triangle
- Contaminants
- Safety checks and records
- Fuels and storage containers
- Tanker truck operations
- Fueling aircraft
- Fuel spills and handling procedures
- Markings for fuel identifications

Section 12: Airport Condition Reporting

A. Review of Port Authority ACMs

B. FAR Part 139 requirements

- NOTAM L and NOTAM D
- NOTAM procedures
- Records and controls
- Special reporting considerations
- Noise abatement
- Fundamentals of controlling aircraft arrivals and departures

Section 13: Airport Rescue and Fire Fighting (ARFF)

A. Review of Port Authority ACMs



THE PORT AUTHORITY
OF NEW YORK & NEW JERSEY

B. FAR Part 139 requirements

C. NTSB part 830 requirements

Fire area

Fire extinguishing agent requirements

Fire truck requirements

Equipment requirements

Communications

Evidence protection at scene of accident

Water rescue plans facilities and equipment

General procedures for aircraft search and rescue

Section 14: Wildlife Management

A. Review of Port Authority ACMs

Endangered Species

Basic bird recognition and sitting criteria

Incompatible and Compatible land uses

Bird control using pyrotechnics

Critter habitats

Critter control protocol and wildlife safety

Section 15: Airport Emergency Plan

A. Review of Port Authority ACMs

1. Application

2. General Responsibility of PA staff in emergency responses

3. Other regulations, plans, existing mutual aid agreements

4. Training drills and exercises

5. Prioritize and assess situations to determine appropriate action based on crisis at hand

6. Plan maintenance

7. Function sections

8. Airport operations and maintenance responsibilities

9. Checklists, incident reports, log entries, computerized log books and chronological order of events

10. Emergency plan exercise evaluation

Section 16: Snow and Ice control

A. Review of Port Authority ACMs

Application

Definition

Safety requirements

Snow removal principles

Airfield condition assessment

Pavement condition reporting

Runway friction survey record

Abrasives and approved chemicals

Turbojet operations- water, snow and slush on runway



Section 17: Airport Inspection

- A. Paved areas
- B. Safety areas
- C. Marking, lighting and signage
- D. Obstructions
- E. Wind indicators
- F. Construction
- G. Ground vehicles
- H. Fueling and storage
- I. NOTAMs

Section 18: Port Authority General Aviation Protocol

- A. Review of Port Authority ACMs
- B. Aircraft recognition
 - Maneuverability
 - Turning
 - Wingspan
 - Surroundings during aircraft ground operations
 - Aircraft identification and weights
 - PA billing requirement base on aircraft
 - PA flight fees and schedule charges for ramp parking fees tolls and billing
 - Air traffic procedures and communication with both aircraft and Helicopters
 - Special operational handling: Presidential flights, White House staff personnel and senior-level Federal staff

Section 19: FAA/ATC interactions and airport operations

- A. National Airspace System
 - Description of services
- B. FAA authority
- C. Responsibilities of facilities
 - 1. Tower (ATCT)
 - 2. Air Route Traffic Control Center (ARTCC)
 - 3. Flight Service Station (FSS)
 - 4. Basic radio and satellite navigation (VOR and GPS)
- D. Airspace
 - 1. Interaction
 - 2. Flows with adjacent airspace
 - 3. Visual vs. instrument flows
 - 4. Weather- effects on capacity
 - 5. VFR, IFR charts and publications
 - 6. Airport facilities directory
- E. Wake turbulence
- F. Letters of Agreement (LOA)



1. EWR and PANYNJ regulatory responsibilities and authority

Section 20: Principles of Flight

A. Aerodynamics

1. Definitions
2. Forces acting on aircraft/rotorcraft
3. Angle of attack and stall speeds
4. Functions of flight controls
5. Air density
6. Ground effect
7. Stability – Aircraft/rotorcraft
8. Load factor

B. Aerodynamics

1. Engine operation
2. Reciprocating
3. Jets
4. "P" factor and torque
5. Fuel
6. Induction icing
7. Emergencies and miscellaneous information

C. Helicopter/Rotorcraft Operation

1. Basic flight principles
2. Operational safety
3. Gyroscopic precision
4. Transnational lift
 - a) Lift differential
 - b) Blade flapping
 - c) Coning
5. Ground effect
 - Vibrations
 - Low frequency
 - High frequency
 - Velocity charts
 - Anti-torque system
 - Tail rotor location
 - Tail rotor failure
 - Pedal turns
 - Collective pitch

6. Hovering

- In ground effect
- Out of ground effect
- Setting with power

D. Aircraft Instruments

1. Pilot static system
2. Airspeed indicators
3. Altimeter

4. Attitude indicators
5. Heading indicators
6. Turn coordinator

E. Aircraft Performance

1. Pressure and density altitude
2. Performance charts

F. Weight and Balance

1. Definitions
2. Weight and balance graphs

Section 21: Aeronautical Information Manual

- A. Navigation Aids
- B. Aeronautical Lighting and Other Airport Visual Aids
- C. Airspaces
- D. Air Traffic Control
- E. Air Traffic Procedures
- F. Emergency Procedures
- G. Safety of Flight
- H. Medical facts for pilots
- I. Aeronautical Charts and Related Publications
- J. Helicopter Operations
- K. Reporting Forms
 1. Bird/wildlife strike reports
 2. Volcanic activity reporting
 3. Acronyms/abbreviations

Aircraft Marshalling

- A. --Length and width of aircraft
- B. --Visual ID of aircraft
- C. --Pilot radius of vision
- D. --Engine thrust/jet blast
- E. --Proper hand signals
- F. --Proper equipment; day and night wands, safety vests, hearing protection and chocks
- G. --Positioning yourself before and during marshalling
- H. --When it is safe to marshal an aircraft in or out of the ramp.
- I. --FOD and aircraft clearance walk around before aircraft arrivals
- J. --How to properly chock an aircraft
- K. --How to properly place safety cones
- L. --Proper control of the aircraft (what happens if pilot does not follow hand signals/your responsibilities for the safety of the aircraft)



Category III - Aeronautical Ops -Technical

Aeronautical Operations has three classes:

1. Pilots Perspective
2. International Facility Operations
3. Air Traffic Control

1 The Pilot's Perspective on Airport Operations –

The aim of this course is to provide an increased awareness of the important issues that impact airside and landside operations at our airports. Airport Operations – The Pilot's Perspective is a comprehensive, interactive course that gives the full account of operations from a pilot's perspective, in the sky. Specific attention is given to the interplay between our ground and sky operations and interactive discussions will give each participant the opportunity to share their experiences in the field.

Course Outline

Introduction

- **Mission**
- **Objectives**

Overview

Pilot Perspective – Decision Impact

Airport Operations

- **Overview**
- **Airport Nomenclature**
- **Airports and Airspace**

Aircraft

- **Airline, Cargo, General Aviation, Other**
- **Aerodynamics**
- **Advanced Aircraft Flight Characteristics, Flight Instruments – Basic – Interactive Multimedia**
- **Weight and Balance**
- **Simulator – Flight Basics**

Navigation

- **IFR Requirements**
- **Approach Charts**
- **Navigation Aids**
- **Radio Navigation – Interactive Multimedia**
- **NOTAMS**
- **Simulator – Basic Instruments**

Weather

- **Theory**
- **Services**
- **Cause/Effect - Impact on Pilot Operations**
- **Hazards to Flight**
- **IFR Instrument Flight
CAT I, II, III**

Federal Aviation Regulations

- **Part 61, 91, 121, 129, 135, & 139**

Course Review

2. International Facility Operations

Managing the day-to-day building operations with International Arriving and Departing flights.

Learning Objectives:

- Role of Federal Inspection Services (Customs, Immigrations, Agriculture, ICB, TSA, etc.).
- Definition of terms (sterile areas, non-sterile areas, swing gates, etc.).
- Gate and baggage belt assignments, ramp chart, gate management program.
- Identification, passports & visitors pass requirements.
- Door alarms & role of security guards, and other security requirements.
- Building procedures & tenant familiarization.
- Building Operations, gate management and ramp control
- Role and procedures for contract services (cleaning, LBO, construction, etc.).
- Airline responsibilities and explanation of all forms and documentation.

3. Air Traffic Control

How Federal Aviation Administration Air Traffic Controllers manage the day-to-day flight operations.

Air Traffic Controllers at our airports carry out a variety of area control activities. This includes regulating the flow of air traffic and ensuring aircraft keep a safe distance from each other. This is achieved by using highly sophisticated radar screens, displaying information on aircraft departing and arriving, as well as on weather conditions. Air Traffic Controllers perform approach and Aerodrome control functions using radar information.

Approach controllers are responsible for guiding and planning the most efficient order for aircraft to take off or land. They usually give the pilot initial clearance to approach the airport. Aerodrome controllers then take over from the top of a control tower. This enables them to have good all round vision of the aerodrome. They instruct aircraft to take off or land safely and oversee aircraft taxiing during landing and departure. At major airports the work of aerodrome controller is divided into Air Controllers, who watch over the aircraft during landing and Ground Movement Controllers, who take over once the aircraft, has touched the ground. This course is foundation knowledge for our Junior, FS-3 Operations Supervisor and will aid them as they coordinate with the Tower and provide assistance to both air and ground operations.

Learning Objectives:

- Definition of terms, practices & procedures (delay programs, slot allocation, gate holds, ground stops, individual releases, re-routing, SWAP, separation, runway use, in-trail restrictions, etc.).
- Explanation of NY TRACON, Flight Centers (Boston, Cleveland, others), Flight Service Stations (FSS).
- Explanation of TCA, Approach, Tower, Departure & Ground Control.

- Explanation of ILS (glide slope & localizer), PAPI, VASI, CAT, FAA approach lighting, ASDE (ground radar) & other radar systems, METARS (hourly weather sequence), altimeter settings, VFR vs. IFR conditions.
- Aeronautical Information Services (AIS) and Tower/Aerodrome Control

Category IV – Aeronautical Operations – Regulatory

This category has two classes:

1. AE – Operations - Airport Employee Operations
ASOS – Airport Safety Operations

1. AE -Operations

1. The Airport Employee Operations Training Program – This training program should include a pre and post exam on material.

Airport Safety Oversight

- Resolution of Safety Issues
- Regulatory Safety and Accident Prevention
- Risk and Risk Management
- Safe Operation

Federal Aviation Regulation Part 139

- Airport Certification Manual and Certification Specifications
- FAR Part 139 Contents

Airport Design and Layout

- Airport Layout Plans
- Airport Layout Plan Components
- Runway System
- Taxiway System
- Aprons and Ramps
- FAA Form 5010
- Heliports

Airport System

- Airfield Characteristics
- Impact of Airport Operations on the Airport System
- Environmental

Airport Movement and Safety Areas

Airport Self-Inspection

- Non-complying Conditions
- Airport Construction Activity

Airport Condition Reporting

- Notices to Airmen (NOTAM)
- Flight Service Stations (FSS)
- NOTAM Dissemination
- Snow NOTAMs
- Airport Rescue and Fire Fighting NOTAMs
- Lighting Systems, Obstruction and Landing System NOTAMs

Pavement Surfaces

- Pavement Condition and Inspection
- Pavement Management System (PMS)
- Pavement Skid Resistance
- Pavement Friction Measurement
- Airfield Lighting, Signs and Pavement Markings (3 hours)
- Airfield Pavement Markings
- Construction Activity Marking, Lighting and Signage

Navigational Aids

- Aircraft Approach Lighting Systems
- ILS Systems and Critical Areas
- Navigational Aids
- Protection of Navigational Aids

Airfield Safety and Communications

- Ground Vehicle Operation
- Runway Incursions
- Airport Responsibilities under SMGCS
- ATCT Communications and Radio Procedures
- Light Gun Signals/Traffic Patterns
- Public Protection

Imaginary Surfaces Associated with FAR Part 77

Use of FAA Form 7460-1
Heliports

Foreign Object Debris (FOD)

Wildlife Hazard Mitigation

Winter Operations

- Snow and Ice Control Plans and Airport Responsibilities
- Airport Condition Reporting and Issuance of NOTAMs
- Pavement Conditions and Friction Measurement
- Deice and Anti-Ice Compounds for Pavements and Aircraft

Hazardous Materials

- Material Safety Data Sheets
- Hazardous Material and Substances Inspection
- Fuel Storage Tanks and Inspection
- Fuel Characteristics and Mitigating Fuel Hazards
- Markings and Placards Associated with Hazardous Substances and Material Class

Airport Rescue and Firefighting (ARFF) Indices & Requirements/Responsibility, Performance, & Training Requirements for ARFF Response (1 hour)

Airport Emergencies (2 hours)

- Purpose and Scope of an Airport Emergency Plan (AEP) & Response
- Phases of Emergency & Responsibilities under AEP
- Testing the AEP
- Role & Responsibility of the NTSB, FAA, & the Airport in Accident Investigation
- Federal Regulatory & Enforcement Process

Security

- Airport Security Plan
- SIDA, Access Control, & Identification
- TSA Regulations & the Areas of Responsibility
- Airport & Air Carrier Security
- Air Carrier Security Incidents

Examination Review

Examination covering all learning objectives

2. Airport Safety Operations

Airport Safety Operations courses are designed to increase awareness of FAA's Part 139 airport certification program, as well as enhance the professionalism and basic safety responsibilities of airport operations personnel. These professional courses are specifically tailored to airport personnel responsible for the day-to-day operations of public-use (both commercial service and general aviation) and military airports throughout the United States. The following is a general outline of the subjects for the Advanced Airport Safety Operations course. Case studies and general discussions should cover a range of topics, including:

- Environmental issues

- Winter operations (deicing/snow removal)
- Emergency planning
- Construction safety
- Airside vehicle operations
- Security (operations issues)
- Hazmat/fuel spills
- Wildlife management/bird control

Category V – Aeronautical Driver Training

This section consists of 2 courses

- Driver Training Curriculum – level 1 ramps & Restricted vehicle
- Movement Areas – Runways & Taxiways

1. Driver Training Curriculum

- A: Restricted Vehicle Service Road (RVSR) markings, speed limits & locations.
- B: Non-Movement Area markings.
- C: Yielding to aircraft & emergency vehicles.
- D: Use of two-way radios, cell phones & other electronic devices.
- E: Jet Blast hazards and avoidance.
- F: Aircraft navigation lights.
- G: Helipad markings, lighting and location(s).
- H: Aircraft parking circle of safety.
- I: Port Authority Breach of Rules Program (BOR).
- J: Escort Procedures
- K: Foreign Object Debris (FOD).
- L: Runway hazard signs, markings & lighting.
- M: Taxiway signs, markings & lighting.
- M: Personal Safety (vests, eye & ear protection).
- N: Airport I.D. display area (SIDA).
- O: Airfield driving at night and during poor visibility.
- P: Security awareness.
- Q: Airport Rules and Regulations.

2. Movement Areas

All of the areas covered in non-movement training

- A: ATC & Port Authority radio communication & NORDDO procedures.
- B: Movement area signs, markings & lighting.
- C: Runway & taxiway safety areas.
- D: Runway arrestor beds.
- E: ILS critical areas.
- F: Location of FAA NAVAIDS.
- G: Aircraft Identification.
- H: Movement area familiarization.

The contractor will be required to film on the aeronautical side and provide an instructional DVD, approximately 25-30 minutes in length, customized for each airport (EWR, LGA, JFK, TEB, Stewart). Once produced, 100 DVD copies shall be made for each airport. Additionally, the contractor will provide one thousand two hundred, bound handouts on premium photographic paper each year that includes text & color photos from the DVD, as a student handout. The contractor will also prepare three tests. The content of these tests will be 25 multiple choice, true/false and fill-in type questions, with accompanying color photos and answer keys. The contractor will provide each airport with a copy of these three tests & answer keys that can be saved on a computer, along with four hundred copies of each test, per year. Format and tools to be mutually agreed by Contractor and Authority and must be consistent with existing Authority standards. A copy of each airport's current Driver Training videotape, student handout, three tests and answer keys shall be provided to the successful proposer after award of contract.

The contractor will also be required to make the Driver Training program computerized, as in Interactive Employee Training (IET), in the same way and format as the Port Authority airport's FAR Part 139 Training Program. The filming, handouts and test responsibilities will be the same as listed above. New to this segment will be electronic record capability. The IET system will require installing this DVD on the current IET kiosk computers, along with the purchase and installation of additional computer equipment and workstation furniture. Since each airport has varying amounts of current IET equipment, the amount will need to be determined. A site visit to view the current IET curriculum shall be provided upon request."

Category VI – Security Training

Category VI has three classes:

2. AE Security – Airport Employee Security Training
3. Airport Security Planning
4. Security Contract Administration

1. Airport Security Program Outline

Introduction to the Course

- ➔ Explanation of Course Outline
- ➔ Overview Discussion on History of Airport Security

History and Policy Development in Aviation Security (3 hours)

- ➔ Chronological History of Aviation Security Related Events
- ➔ Background on Policy Development Procedures
- ➔ Security Related Events Generating New Policy Implementation Procedures
- ➔ ICAO's Role in Aviation Security

Aviation Security System

- ➔ U.S. Government Hierarchy Before 9/11
- ➔ U.S. Government Hierarchy After 9/11
- ➔ Aviation Security Roles and Responsibilities
- ➔ Evolving Threats: Past, Present, and Future

Premise of 49 CFR - Transportation Security Regulations (2 hour)

- ➔ 49 CFR 1500 - Terms and Abbreviations
- ➔ 49 CFR 1520 - Sensitive Security Information
- ➔ 49 CFR 1540 - Civil Aviation Security, General Rules
- ➔ Responsibilities of Passengers and Employees

Review

Premise of 49 CFR - Transportation Security Regulations

- ➔ 49 CFR 1542 - Airport Security

- Airport Security Programs
- Operations - Fingerprinting, Access Control, Law Enforcement Coordination
- Contingency Planning

Aircraft Operator Security

- History and Development
- Roles of the AOOSC, GSC and corporate security department
- Air Rage, Federal Air Marshals, Federal Flight Deck Officers, Secure Flight
- 49 CFR 1544 - Aircraft Operator Security
- Screening Programs and Bag Matching
- Operations and In-Flight Emergencies
- Threats and Threat Response
- 49 CFR 1546 - Foreign Air Carrier Security

Indirect Air Carrier Security

- 49 CFR 1548 - Indirect Air Carrier Security
- All-Cargo Operator Security
- Roles of Customs and Border Protection, Immigration and Customs Enforcement, and Clearance Programs
- 49 CFR 1550 - Aircraft Security Under General Operating and Flight Rules
- General Aviation Security - Fixed Based Operators (FBO)
- General Aviation Airport Security

Review

Practical Airport Security

- The Airport Security Coordinator
- Airport Security Department Set-Up
- Significance of Self-Auditing
- 49 CFR 1503 and TSA Sanction Guidance
- The Badge Application, Access Control Set-Up
- Helpful Forms and Documents
- General Administrative Practices

Weapons and Tactics

- Explosives and Explosive Detection Equipment
- Explosive Trace Detection
- K-9 Teams
- TSA Explosives Unit
- X-Rays and Magnetometers
- Biometrics and New Technology

Emergency Planning and Incident Command

- The Emergency Management Cycle
- Role of the Emergency Manager
- Special Events Contingency Planning with Public Safety Agencies
- Exercise Design
- Basic Incident Command System
- Security Incident Considerations and Characteristics
- Restoring Normal Operations

International Civil Aviation Organization

- Risk and Threat Assessments (conducting security audits)
- ICAO Guidance
- Enforcement Guidance
- Current Regulatory & Policy Guidance

Class-Requested Discussion Items and Final Review

Review and Administration of Exam

2. - Airport Security Planning

- How to implement TSA mandated security requirements on current infrastructure and how it applies to future construction projects.
- How best to meet airport security requirements as it relates to TSAR 1542 and other Federal Rules and Regulations.
- An overview of airport security and focuses on regulations, the airport security plan, law enforcement responsibilities, Incident management, agency coordination and communication and an update on threat information.
- TSA organizational structure and responsibilities

- TSA rulemaking, policy and guidance
- SIDA and access control issues
- General requirements of an airport security program
- Law enforcement support of security programs and the passenger screening system
- Emergency preparedness and crisis command
- Criminal History Records Check (CHRC) and the
- Transportation Security Clearinghouse
- Terrorist-related issues

3. Class Three - Security Contract Administration

- How the airport carries out TSA mandated rules and regulations.
- Role of the Airport Security Administrator
- Role of the Security Office (SIDA)
- TSAR 1542 (and others) and how it applies.
- Emergency Amendments (EA) and directives and best practices to apply
- Details of the Airport Security Plan (ASP) (contents, etc.)
- Contract guard contract management and supervision.
- TSA interaction with the airlines and tenants

ATTACHMENT C - GENERAL CONTRACT PROVISIONS

1. General Agreement

The undersigned (hereinafter referred to as the "Contractor", the "Vendor", or "you") agrees to provide, and The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") agrees to purchase Aeronautical Training Services for category (ies) Wildlife, Aeronautical Operations Technical, Aeronautical Operations Regulatory, Aeronautical Driver Training, and Security Training; all as more fully set forth in the Scope of Work attached hereto and made a part hereof. The Scope of Work requires the doing of all things necessary or proper for or incidental to the requirements as set forth herein. These figures represent the estimated number of classes in a five year base period. the Scope of Work. All things not expressly mentioned in the Scope of Work but involved in carrying out its intent are required by the Scope of Work and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

Subject only to the provisions of the clause herein entitled "Extra Work", the Contractor's sole compensation in full consideration for the performance of all the Contractor's obligations under this Contract shall be the amounts computed in accordance with Attachment F, thereof.

2. Duration

This Agreement shall commence upon complete execution of a Contract award letter by the Port Authority and the Contractor and shall remain in effect for a period of five (5) years (hereinafter the "Base Term") unless otherwise terminated in accordance with the provisions hereof. The Authority shall have the option to extend this Agreement for an additional two-year option period by written notice to the Contractor at least thirty (30) days prior to the expiration of the Base Term.

The Authority shall also have the option to extend this Agreement for up to an additional 120 day period, from the date originally fixed for expiration upon the same terms and conditions except as set forth elsewhere in this Agreement, to be effected by written notice to the Contractor received no later than thirty (30) days prior to the expiration date of the Base Term or the expiration date of the option period, if applicable.

All Contract prices for services and for extra work labor shall be applicable to the first year of the Base Term but shall be adjusted annually as follows. The Contractor's Compensation for labor costs for the base period shall be adjusted as stated below, but no adjustment shall exceed three percent (3%) per year:



- (a) For the second year of the Base Term, the quarterly ~~United States Bureau of Economic Analysis~~ ~~Employment Cost Index for Wages and Salaries for Private Industry Workers - Professional, Specialty and Technical~~ (non seasonally adjusted data June 1989 = 100) (hereinafter the "Index") for the fourth Quarter of 2007 and fourth Quarter of 2008 shall be obtained. The compensation for services and for Extra Work labor payable in the second year of the Base Term shall be the Base Term Prices multiplied by a fraction, the numerator of which shall be said Index for the fourth Quarter 2008 and the denominator of which shall be the said Index for the fourth quarter of 2007.
- (b) For the third year of the Base Term, the Index for the fourth Quarter of 2009 shall be obtained. The compensation for services and for Extra Work labor payable in the third year of the Base Term shall be the Prices payable in the second year of the Base Term multiplied by a fraction, the numerator of which shall be said Index for the fourth Quarter of 2009 and the denominator of which shall be the number of said Index for the fourth quarter of 2008.
- (c) For the fourth year of the Base Term, the Index for the fourth Quarter of 2010 shall be obtained. The compensation for services and for Extra Work labor payable in the fourth year of the Base Term shall be the Prices payable in the third year of the Base Term multiplied by a fraction, the numerator of which shall be said Index for the fourth Quarter of 2010 and the denominator of which shall be the number of said Index for the fourth quarter of 2009.
- (d) For the fifth year of the Base Term, the Index for the fourth Quarter of 2011 shall be obtained. The compensation for services and for Extra Work labor payable in the fifth year of the Base Term shall be the Prices payable in the fourth year of the Base Term multiplied by a fraction, the numerator of which shall be said Index for the fourth Quarter of 2011 and the denominator of which shall be the number of said Index for the fourth quarter of 2010.

The Contractor's Compensation for the two year option period shall be adjusted as stated below, but adjustment shall not exceed three (3%) percent per year:

- (a) For the first year of the option period of the Contract, the Index for the fourth Quarter 2012 shall be obtained. The compensation for services and Extra Work labor payable in the fifth year of the Base Term of the Contract shall be multiplied by a fraction, the numerator of which shall be said Index for the fourth Quarter of 2012 and the denominator of which shall be said Index for the fourth Quarter of 2011. The resulting product shall be the compensation payable for services and Extra Work labor in the first year of the option period.

- (b) For the second year of the option period of the Contract, the Index for the fourth Quarter 2013 shall be obtained. The compensation for services and Extra Work labor payable in the first year of the option period of the Contract shall be multiplied by a fraction, the numerator of which shall be the said Index for the fourth Quarter of 2013 and the denominator of which shall be said Index for the fourth Quarter of 2012. The resulting product shall be the compensation payable for services and Extra Work labor in the second year of the option period.

In the event of a change of the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as property reflecting changes in the value of the cost of services similar to that established in the said Index. In the absence of such agreement, the Authority shall choose an appropriate substitute index.

The Contractor's compensation for Extra Work labor and service costs for the 120-day extension option shall not be subject to adjustment. Extra work Labor and service costs for the 120-day extension period shall be the same as in effect during the year prior to the start of the 120-day option.

The provisions in the foregoing paragraphs with respect to adjustment of compensation may be modified if the Contractor has in the Proposal set forth specific percentage adjustments at which renewal is offered, which are acceptable to the parties or has committed to specific cost reductions during the contract term and extension.

3. Definitions

As used herein, "Director" shall mean the Director of Aviation of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally. For the purpose of administering this Agreement, the Director has designated the Manager, Messaging and Remote Access to act as his duly authorized representative and as System Manager and Contract Manager hereunder.

For the purposes of this agreement the Contract Manager shall be the individual designated by the Director with day-to-day responsibility for managing the project on behalf of the Port Authority. The Director may modify this designation in a writing forwarded to the Contractor at the address designated for delivery of notice herein.

As used herein, the term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturdays, Sundays, and holidays included. "Work" shall mean all services set forth in the Scope of Work attached hereto.

As used herein, the term "Work Day" shall mean a day between Monday and Friday with Monday and Friday included.

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

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

As used herein, the terms "Port Authority" or "Authority" shall mean The Port Authority of New York and New Jersey.

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 members of 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.

Subcontractor - shall mean anyone who performs work 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).

"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 resident aliens.

4. General Provisions

- A. No certificate, payment, (final or otherwise), acceptance of any work nor any other act or omission of the Authority shall operate to release you from any obligations under or upon this agreement, or to stop the Authority from showing at any time, that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any monies paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.
- B. You shall not issue or permit to be issued, any press release, advertisement, or literature of any kind which refers to the Authority or to the fact that services have been, are being or will be performed in connection with this Agreement unless you first obtain the written approval of the Director. Such approval may be withheld if for any reason the Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
- C. Under no circumstances shall you or your subcontractors communicate in any way with any department, board, agency, commission, or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however, that data from manufacturers and suppliers of materials, devices and equipment shall be obtained by you when you find such data necessary unless otherwise instructed by the Authority.
- D. Any services performed for the benefit of the Authority at any time by you or on your behalf, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another expressly written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or



subsequent to the services described herein, and no rights or obligations shall arise out of such additional services except as provided under this Agreement.

- E. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further rules and regulations which may from time to time during the effective period of this Contract, be promulgated by the Port Authority for reasons of safety, health, preservation of property, or maintenance of a good and orderly appearance of the Facilities, or for the safe and efficient operation of the Facilities. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Contractor of every rule and regulation hereafter adopted by it.
- F. This Contract does not constitute the Contractor as an agent or representative of the Port Authority for any purpose whatsoever. The Contractor shall perform all services hereunder as an independent Contractor and the Contractor, its officers, and employees shall not be deemed to be agents, servants, or employees of the Port Authority.

Note: this does give us ownership of the programs developed for us. It should not, however, try to gain ownership of programs that already have proprietary licenses.

5. Intellectual Property

- A. Except as provided below: as between the Port Authority and the Contractor, all training materials including Training Manuals, tutorials, Quick Reference Cards, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement (hereinafter referred to in this clause as "Training Materials"), shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any Port Authority internal purpose and at any time without other compensation than that specifically provided for herein, provided that nothing herein shall give the Port Authority the right to utilize the Training Materials for any commercial purpose or to distribute them or disclose them to any third person or entity not a Port Authority employee, contractor or consultant, except as required by law or to regulatory agencies with a "need to know" such as the Federal Aviation Administration. Any distribution or disclosure to a consultant or contractor of the Port Authority will be under a Non-Disclosure/No Distribution Agreement approved by the Contractor. The Contractor hereby warrants and represents that the Authority will have at all times the rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. Nothing

contained herein shall prohibit the Contractor from selling/distributing/disclosing Training Materials to others which represent ideas or methods that are the same as or similar to those represented by the Training Materials provided to the Authority hereunder, provided that confidential or proprietary information of the Port Authority incorporated in such Training Materials, as identified by the Director of Aviation, may not be included. The Contractor shall also maintain all of its intellectual property rights which it possessed prior to the entering into of this Contract, subject only to the provisions of this Paragraph A.

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

6. Proprietary Rights in Subject Matter Not Within Provisions of the Previous Clause

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

7. Indemnity in Regard to Infringement

The Contractor shall indemnify the Authority against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright, or other proprietary rights infringement arising out of or in connection with the Authority's or the Contractor's use, in

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

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

8. Insurance Compliance

The Contractor shall not commence the performance of any work on Authority premises until the Contractor has received notice from the Authority that the insurance provided by him in accordance with the clause hereof entitled "Insurance to be Provided by the Contractor" is satisfactory, as evidenced by the certificate to be furnished under said clause. The contract term shall not be extended on account of the time required to furnish the documents referred to above, but the Authority shall give notice to the Contractor within five (5) days after receipt of the certificate of insurance as to whether or not such insurance is satisfactory.

The Contractor's obligations for the performance and completion of all work within the time or times provided for in this Contract are of the essence of this Contract. The Contractor guarantees that he can and will complete performance under this Contract within the times herein stipulated.

9. Required Service Levels and Damages for Non-Performance

The Contractor's obligations for the performance of all work at the service levels specified in this Contract are of the essence. The Contractor guarantees that he can and will complete performance under this Contract at the service levels

stipulated in the Scope of Work. The Authority may consider continued failure to meet performance under this Contract at the levels stipulated as a material breach of this Contract. Service level monitoring and damages assessed will begin immediately at the commencement of training service development. Inasmuch as the damage and loss to the Authority which will result from the Contractor's failure to perform at these levels will include items of loss whose amount will be incapable or very difficult to accurately estimate, the damages to the Authority for non-performance will be liquidated as set forth in the SLA table.

9.A. Payment Provisions

The Contractor may invoice as follows: Category identification letters correspond to those in Attachment D)

Category A: Upon submission of draft syllabus and course materials and approval by the Port Authority.

Category B. Monthly or upon completion of each course offering.

Category C. Monthly

Category D. Monthly

Category E. Upon completion of each course offering.

Category F. Monthly

Category G. Monthly

Category H. Monthly

Category I. Initial Services—upon completion Ongoing services—monthly

All invoices shall be complete with category designation, brief description of services, date(s) services rendered, calculation of hours or other applicable units of measure, and total amount due. The Port Authority may request additional information, as it deems necessary.

The Authority shall, at the receipt of the Contractor's invoice and upon certification to the Authority and the Contractor by the Director (after receipt from the Contractor of such additional information as the Director may require), pay to the Contractor by check payments within 30 days after certification of the Contractor's invoices by the Director.

10. Extra Work

Except as specifically hereinafter provided in this numbered clause, the Contractor shall immediately make such changes in or additions to the products and services hereunder and supply such modified or additional products and



services as the Authority may direct ("Extra Work"). If such changes or additions are without fault on his part, or on the part of others performing on behalf of the Contractor whether or not in privity of contract with the Contractor, and if solely as a result thereof, the Contractor incurs additional costs in the performance of his obligations hereunder, the Contractor may request compensation for such changes or additions in addition to the compensation provided for elsewhere herein. Agreement by the Authority, if such is forthcoming, shall be in writing. The execution of the aforementioned written agreement shall be a condition precedent to payment of any additional compensation for changes or additions. Accordingly, if the Authority directs the Contractor to make any change in or addition to products or services which entitle him to compensation in addition to that provided for elsewhere herein, he shall not proceed with such changes or additions prior to execution of the aforementioned written agreement except as set forth in the clause hereof entitled "Compensation for Extra Work".

If, as a result of any changes in or additions to the products or services the Authority directs the Contractor to make, the costs of performance of his obligations hereunder are decreased, the parties agree to make such adjustments by way of reduction in the compensation provided for elsewhere herein as they may deem equitable and reasonable and, in making such adjustments, no allowance shall be made for anticipated profits.

The Director shall have the authority to order Extra Work up to an amount equal to six percent (6%) of the Total Estimated price for the base term plus that for any option years that have been exercised unless the Contractor is advised of a greater authorization in a letter signed by the Authority's Director of Procurement. Nothing herein shall be construed as a presentation that any changes or additions will be ordered.

11. Compensation for Extra Work

The Director and the Contractor may agree, in writing, on lump sum or other compensation for Extra Work. In the event that no such agreement is reached the contractor shall perform the extra work, and compensation shall be increased by the sum of the following amounts and such amounts only:

- A. for labor, the applicable hourly rates for extra work set forth in Attachment F4, as same may be escalated in accordance with this contract.
- B. the actual net cost in money of the materials required for the work plus five percent (5%)
- C. in addition to the foregoing, if the extra work is performed by a subcontractor, five percent (5%) of the amounts under (A) and (B). No extra work shall be performed by a subcontractor without the prior written approval of the Director.

12. Extra Work Procedures

Whenever any Extra Work is performed by the Contractor on a basis other than on a lump sum basis, the Contractor shall, as a condition precedent to payment for such work, furnish to the Director or his authorized representative at the end of each day daily time slips showing (a) the name and employee number of each person employed thereon, and the number of hours in each day during which they performed Extra Work; (b) a brief description of the nature of the work performed and a list of material and equipment used and the Port Authority authorized representative who approved the Extra Work. Item (b) shall be supplemented by the Contractor at a later date with a statement indicating from whom materials were purchased and the amount paid therefore. Such daily time slips are for the purpose of enabling the Director or his authorized representatives to determine the accuracy of the amounts claimed by the Contractor.

13. Performance of Extra Work

The provisions of this Contract relating generally to the Work shall apply without exception 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.

14. Final Payment

As used herein, the term "Final Payment" shall mean that payment made to the Contractor for services rendered and/or equipment provided in the final month in which this Contract is in effect.

The acceptance by the Contractor, or by anyone claiming by or through him, of payment designated as "Final Payment" shall be and shall operate as a release to the Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with this contract and for every act and neglect of the Authority and others relating to or arising out of the this contract, including claims arising out of breach of the contract and claims based on claims of third persons.

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

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment. Interest on any late payment under this Contract shall be at 6 percent per annum.

15. Termination of Agreement

The Authority may at any time for cause terminate this Agreement or any portion of the Agreement as to any services not yet rendered, and may terminate this Agreement or any portion thereof without cause upon thirty (30) days notice to the Contractor. Contractor shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address herein after set forth. Should this Agreement be terminated by either party as above provided, Contractor shall receive no compensation for any services not yet performed. No allowance shall be made for anticipated profits.

16. Withholding of Payments

If (1) the Contractor fails to perform any of his obligations under this Contract or any other agreement between the Authority and the Contractor (including his obligation to the Authority to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor is made against the Authority or (3) any subcontractor under this Contract or any other agreement between the Authority and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or on in connection with this Contract or any other agreement between the Authority and the Contractor or if in the opinion of the Authority any of the aforesaid contingencies is likely to arise, then the Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to protect it against delay or loss or to satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Authority to

withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such materialman, subcontractors, workman or other third persons.

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

In the event payments under this Contract are wrongfully withheld or delayed interest shall be paid in the amount of 6% per annum.

17. Contractor Personnel Standards of Performance

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

18. Work in Harmony

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 and as may be directed by the Director.

19. High Security

Services under the Contract may be required in high security areas, as the same may be designated by the Contract Manager from time to time. The 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.

Twenty-four hours prior to the proposed performance of any work in high security area, the Contractor shall notify the Contract Manager. The Contractor shall conform to the procedures as may be established by the Contract 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 Contract 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 Contract Manager during the term of the Contract.

20. Notification of Security Requirements

In case of conflict, the requirements set forth in the Proposal Submission Requirements and Scope of Work shall take precedence over the security requirements in this section.

The 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 are not 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 on a net cost basis.

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 on a net cost basis. 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.

21. Insurance Procured By The Contractor

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

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

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

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ and Port Authority Trans Hudson (PATH) 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. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insured(s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured(s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

"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, the Contract Manager 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 coverage of insurance. Should the modification or change directly result in an additional premium, the Port Authority will reimburse the Contractor for the additional cost attributable to the modification or change.

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 Contract Manager. 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 Manager 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 #3065N*

22. Assignments and Subcontracts

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express written consent of the Director shall be void and of no effect as to the Authority, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Director, may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to the Authority a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Integrity" Section entitled "Certification of No Investigation Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage Contingent or Other Fee". All further subcontracting by any subcontractor shall also be subject to such approval of the Director.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority or the Director shall create any rights in favor of such subcontractor and against the Authority; and as between the Authority and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontractors and all approvals of subcontractors, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Director, the Director shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

23. Certain Contractor's Warranties

The Contractor represents and warrants:



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

- A. That he is financially responsible and experienced in, and competent to perform this Contract; that no representation, promise or statement, oral or in writing, has induced him to submit his Proposal, saving only those contained in the papers expressly made part of this Contract; that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true; and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- B. That he has carefully examined and analyzed the provisions and requirements of this Contract, that from his own investigations he has satisfied himself 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 him for such examination, analysis, inspection and investigations was adequate;
- C. That the Contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform it in strict accordance with such provisions and requirements;
- D. That no Commissioner, officer, agent or employee of the Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- E. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Authority, its Commissioners, officers: agents: employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (2) the nature, 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.
- F. That, notwithstanding any requirements of this Contract, any inspection or approval of the Contractor's services or the equipment provided by the Contractor by the Authority, or the existence of any patent or trade name, the Contractor nevertheless warrants and represents that the equipment, the services and any intellectual property supplied to the Authority hereunder

shall be of the best quality and shall be fully fit for the purpose for which they are to be used. The Contractor unconditionally guarantees against defects or failures of any kind, including defects or failures in design, workmanship and materials, excepting solely defects or failures which the Contractor demonstrates to the satisfaction of the Authority have arisen solely from accident, abuse or fault of the Authority and not due to fault on the Contractor's part. In the event of defects or failures in said equipment, intellectual property or services, or any part thereof, then upon receipt of notice thereof from the Authority, the Contractor shall correct such defects or failures as may be necessary or desirable, in the sole opinion of the Authority, to comply with the above guaranty.

Moreover, the Contractor accepts the conditions at the sites of work as they may eventually be found to exist and warrants and represents that he 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 his own cost and expense, anything in this Contract to the contrary notwithstanding.

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

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

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

24. Rights and Remedies of The Authority

The Authority shall have the following rights in the event the Director shall deem the Contractor guilty of a breach of any term whatsoever of this contract:

- a) The right to cancel this Contract as to any or all of the Work yet to be performed;



- b) The right to specific performance, an injunction or any other appropriate equitable remedy;
- c) The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of The Authority indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Required Information" and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent or Other Fee", or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

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

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

damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

25. Rights and Remedies of The Contractor

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

26. Tax Exemptions, Duties and Imposts

Sales to the Authority, as the governmental instrumentality of the States of New York and New Jersey, are exempt from taxation, either state or municipal, in those two states, and also from Federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code is No. 13-730079K. The Contractor should retain a copy of this Contract to substantiate the exempt sale. The Contractor shall pay all duties and imposts, if any, on the importation of any materials.

The Authority is an organization exempt from the New Jersey State Sales and Use Tax Act, and the New York State and New York City Sales and Compensating Use Tax Act. In view of the foregoing, the Contractor should not include in his prices any amounts for New Jersey, New York State or New York City sales and use taxes on materials, supplies and services in connection with sales to the Authority hereunder.

If (I) any claim is made against the Contractor by New Jersey, New York State or New York City for such sales or compensating use taxes, or (II) any claim is made against the Contractor by a materialman or subcontractor on account of a claim against such materialman or subcontractor by either State or the City for such sales or compensating use taxes, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

- A. the Contractor, or the Contractor and any such subcontractor, as the case may be, have complied with such rules and regulations as may have been promulgated relating to the claiming of the exemption from such taxes and have filed all forms and certificates required by the applicable laws, rules and regulations in connection therewith; and
- B. the Authority is afforded the opportunity before any payment of tax is made, to contest said claim in the manner and to the extent that the Authority may choose and to settle or satisfy said claim, and such attorney as the Authority



may designate is authorized to act for the purpose of contesting, settling and satisfying said claim; and

- A. the Contractor, or the Contractor and any such subcontractor, as the case may be, shall give immediate notice to the Authority and its designated attorney in contesting said claim and furnish promptly to the Authority and said attorney all information and documents necessary to contest such claim which items shall be preserved for six (6) years after the date of Final Payment or longer if such a claim is pending or threatened at the end of such six (6) years.

If the Authority elects to contest any such claim, it will bear the expense of such contest.

27. Not Used

28. Notice Requirements

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice and of information with respect to such claim as provided in this clause. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein "claim" shall include any claim arising out of this agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to execution of this Agreement and claims of a type which are barred by the provisions of this agreement) for damages, payment or compensation of any nature or for performance of any part of this Agreement.

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

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

which the Contractor may be incurring or all other circumstances which will affect any claim to be made which records shall be submitted to the Authority.

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

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

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

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

29. Service of Notices On The Contractor

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



30. No Third Party Rights

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

31. Indemnification

The Contractor shall indemnify and hold harmless the Authority, its Commissioners, officers, representatives and employees, from and against all claims and demands, just or unjust, of third persons arising out of or alleged to arise out of or in connection with the Contractor's acts or omissions, and those of its officers, employees, agents and subcontractors, in the performance or non-performance of its services under this Contract, and for all expenses incurred by the Authority in the defense, settlement or satisfaction thereof. 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.

32. Risks Assumed By The Contractor

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Authority, or the Contractor's subcontractors responsible for any aspect of the work required hereunder, or third persons or from any other cause: excepting only risks occasioned solely by affirmative, willful acts of the Authority done subsequent to the effective date of this Contract with the intent of causing the loss or damage,

- A. The risk of loss or damage to property of the Authority arising out of the acts or omissions of the Contractor. The Contractor shall forthwith repair, replace, and make good any such loss or damage without cost to the Authority.
- B. The risk of loss or damage to any property of the Contractor
- C. The risk of claims, just or unjust, by third persons against the Contractor or the Authority on account of personal injuries (including wrongful death) or property damage arising or alleged to arise out of or in connection with the Contractor's performance of the Contract, (whether or not actually caused by or resulting from the performance of the Contract) or out of or in connection with Contractor's operations or presence at or in the vicinity of Authority premises including claims for workers' compensation, whether such claims are made and whether such injuries, damage, or loss are sustained at any time both before and after the completion of the work provided for herein.

- D. The risk of claims made against the Contractor or the Authority for loss or damage to any property of subcontractors, materialmen, workmen and others performing the Contract, occurring at any time prior to the completion or removal of such property from the Authority premises or the vicinity thereof.

The Contractor shall indemnify the Authority against all claims described in subparagraphs B, C and D above and for all expenses incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys, except where indemnity would be precluded by the New York State General Obligations Law, Section 5-322.1. If so directed, the Contractor shall defend against any claims described in subparagraphs B, C and D above, in which event it shall not, without obtaining express advance permission from the General Counsel of the Authority, raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statute respecting suits against the Authority. Such defense shall be at the Contractor's cost.

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents, and employees of the Authority, so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Authority is named, including a direct right of action against the Contractor to enforce the foregoing indemnity, except, however, that the Authority acting through its Commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the Authority's acceptance of the performance by the Contractor in part or in whole, nor the making of a payment shall release the Contractor from its obligations under this numbered clause.

Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Contract relating to such risks or claims, (b) to imply that it assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Contract, or (c) to limit the risks which it would assume or the claims for which it would be responsible in the absence of such enumerations.

33. Applicable Law--Jurisdiction

This Contract shall be construed in accordance with the laws of the State of New York excluding its conflict of laws provisions. The Contractor hereby consents to the exercise by the courts of the States of New York and New Jersey of jurisdiction in personam over it with respect to any matter arising out of or in connection with this Contract and waives any objection to such jurisdiction which

it might otherwise have; and the Contractor agrees that mailing of process by registered mail addressed to it at the address of the Contractor set forth in the Proposal, shall have the same effect as personal service within the States of New York or New Jersey upon a domestic corporation of said State. The said courts shall have exclusive jurisdiction of all disputes arising under or in connection with this Agreement.

34. Authority of The Director

Inasmuch as the public interest requires that the Project to which this Contract relates shall be performed in the manner which the Authority, acting through the Director deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental thereto. In the exercise of this authority, the Director shall have power to alter the Scope, to require the performance of Work not required by it in its present form, even though of a totally different character from that not required, and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. To resolve all disputes and to prevent litigation, the parties to this Contract authorize the Director to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) and such decision shall be conclusive, final and binding on the parties. The Director's decision may be based on such assistance as he may find desirable. The effect of the decision shall not be impaired or waived by any negotiation or settlement offers in connection with the question decided, whether or not he participated therein, or by any prior decision of him or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

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

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Director and shall perform the Contract to his satisfaction at such times and places, by such methods and such manner and sequence as he may require, and the Contract shall at all stages be subject to his inspection. The Contractor shall employ no equipment, materials, methods or men to which he objects, and shall remove no materials, equipment or other

facilities from the Authority site without permission. Upon request, he shall confirm in writing any oral order, direction, requirements or determination.

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

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

35. Approvals by the Director

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

36. Contract Review and Compliance Audits

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

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

37. Authority Access to Records

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any amounts for which the Contractor has been compensated, or claims he should be compensated, by the Authority above those included in any lump sum or unit price compensation set forth elsewhere herein. The expenditures incurred for an audit of records outside the Port District shall be paid by the Contractor. The Contractor shall obtain for the Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of one year after Final Payment to the Contractor, provided, however, that if within the aforesaid one year period the Authority has notified the Contractor in writing of a pending claim

by the Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of Final Payment with respect to the records and documents involved.

The Contractor shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Authority or the Authority's external auditors that may, from time to time, be designated to audit detail records which support Contractor charges to the Authority. The Authority shall have access to the detail records that support Contractor charges to the Authority for up to one year following the termination of the contract.

No provision in this Contract giving The Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents, which The Authority would have in the absence of such provision.

38. Claims of Third Persons

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

39. No Discrimination in Employment, Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- 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 any such statutes, ordinances, rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

40. Integrity

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

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



- been indicted or convicted in any jurisdiction;
- 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 Proposer;
- 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;
- ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- 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;
- 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
- 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.

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

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

- 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 Proposer or with any competitor;
- the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Proposer prior to the official opening of such bid to any other Proposer or to any competitor;



- no attempt has been made and none will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- 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 "Proposer'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; and
- no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Proposer for the purpose of securing business has been employed or retained by the Proposer 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.
- The Proposer has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

Moreover, the foregoing certifications, if made by a corporate Proposer, shall be deemed to have been authorized by the Board of Directors of the Proposer, 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 Proposer cannot make the foregoing certifications, the Proposer shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Proposer 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.

Notwithstanding that the Proposer may be able to make the foregoing certifications at the time the Proposal is submitted, the Proposer shall immediately notify the Authority in writing during the period in which its Proposal is under consideration 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 Proposer 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 Proposer 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 Proposer is not a responsible Proposer 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, Proposers 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.). Proposers are also advised that the inability to make such certification will not in and of itself disqualify a Proposer, and that in each instance the Authority will evaluate the reasons therefor provided by the Proposer. Under certain circumstances the Proposer 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 Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

Proposers 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 Proposer is not eligible to bid on or

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

The policy permits a Proposer 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 Proposer, or (ii) the state agency determination relied upon was made without affording the Proposer the notice and hearing to which the Proposer was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law. The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

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

During the term of this Contract, the Proposer 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 Proposer 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 Proposer, 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 Proposer 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 Proposer 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 Proposer shall include the provisions of this clause in each subcontract entered into under this Contract.

E. 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.

F. Conflict Of Interest

During the term of this Agreement, you shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for your own services to the Authority) to which it is contemplated the 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 you have substantial financial interest in the contractor or potential contractor of the Authority or if you have an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall you at any time take any other action which might be viewed as or give the appearance of a conflict of interest on your 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 you have reason to believe such an arrangement may be the subject of future discussion, or if you have any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and your 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 you have reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest you shall immediately inform the Director in writing of such situation giving the full details thereof. Unless you receive the specific written approval of the Director, you 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 you of a portion of your services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of your said service 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 your services not be performed by you, reserving the right, however, to have the services performed by others and reserving the right to reduce the lump sum compensation as he/she may deem reasonable in his/her sole discretion. Your execution of this Agreement shall constitute a representation by you that at the time of such execution you know 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 your part.

41. Confidential Information

Confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority'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 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. 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 and equipment contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.

The Contractor shall adhere to the Port Authority's information security policies and procedures as published in the Port Authority's Technology Standards and Guidelines.

42. 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.

43. 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.

44. No Estoppel or Waiver

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



45. Non-Liability of The Authority Representatives

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

46. Modification of Contract

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

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/DoingBusinessWith/contractors/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.

48. Laws and Ordinances

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



THE PORT AUTHORITY
OF NEW YORK & NEW JERSEY

Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.



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: January 2, 2008

ADDENDUM #1

**TO PROSPECTIVE PROPOSERS ON RFP # 14683 FOR AERONAUTICAL TRAINING
FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AVIATION
DEPARTMENT.**

Due back on January 28, 2008, no later than 2:00 PM

The following changes are hereby made in the documents:

Proposers who want to receive a CD ROM Directory to search for M/WBEs by a particular commodity or service shall contact the Office of Business and Job Opportunity at 212-435-7802. The Port Authority of NY & NJ makes no representation as to the financial reasonability of such firm's or their ability to perform work under this contract.

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

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

THE PORT AUTHORITY OF NY & NJ

**LARRY WAXMAN, MANAGER
PRIORITY PROCUREMENTS DIVISION**

PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

**QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
NADINE AZIZ, WHO CAN BE REACHED AT (212) 435-3934.**



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: January 7, 2008

ADDENDUM #2

**TO PROSPECTIVE PROPOSERS ON RFP # 14683 FOR AERONAUTICAL TRAINING
FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AVIATION
DEPARTMENT.**

Due back on January 28, 2008, no later than 2:00 PM

The following changes are hereby made in the documents:

1. Page 99 of the Request for Proposal "RFP" Attachment E1 entitled "Proposer Prerequisite A" 5 years of continuous experience NOT 2 years.
2. Page 103 of the Request for Proposal "RFP" Attachment E4 entitled "Checklist for Proposers": Vendors shall submit 1 original and 10 copies of the RFP NOT 15 copies.

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

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

THE PORT AUTHORITY OF NY & NJ

**LARRY WAXMAN, MANAGER
PRIORITY PROCUREMENTS DIVISION**

PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

**QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
NADINE AZIZ, WHO CAN BE REACHED AT (212) 435-3934.**



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: January 23, 2008

ADDENDUM #3

TO PROSPECTIVE PROPOSERS ON RFP # 14683 FOR AERONAUTICAL TRAINING FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AVIATION DEPARTMENT.

Due back on January 28, 2008, no later than 2:00 PM

The following changes are hereby made in the documents:

The following information is made available in response to questions submitted by prospective proposers. It should not be deemed to answer all questions, which have been submitted by proposers to the 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 mean or imply, any meaning, construction, or implication with respect to terms.

Question: "Does the Port have a centralized IT location server location where individual airports can log in for access to Port information"?

Answer: Yes.

Question: "Is it desired by the Port that there be an opportunity for selected consultant(s) to demonstrate capabilities prior to a final decision or contract awards"?

Answer: Proposers may be given the chance to make presentations if a short list is developed or needed to vet any outstanding issues or concerns.

Question: "Is it the intent of the Port to emphasize one delivery method over another? (i.e.: For scheduling purposes would the Port prefer classroom training or CBT training one over another"?)

Answer: No. The Port Authority will welcome different delivery methodologies.

Question: "Would all employees/tenant and vendors at the Port be considered optional audience members for some of the courses"?

Answer: This RFP is dedicated to Aeronautical Training and therefore the participant pool includes those performing aeronautical functions.

Question: "During recordkeeping, is it important to view each airport location individually or are consolidated only unified records preferred".

Answer: Each airport individually.

Question: "Would there be a need to divide recordkeeping into sub-groups based upon work responsibilities at airport locations"?

Answer: Yes. Record keeping, needs to be divided by airport and employee group level, and training program type.

Question: "Has the Port obtained assurances from the hardware supplier of the kiosks that third-party providers may be able develop and delivery materials that will function with the proprietary IET system referred in category 5"?

Answer: Access to the proprietary IET systems referenced in category 5 is not required to fulfill the requirement. The Authority is open to other delivery methods that meet the intent of the requirement. The vendor of the current IET is AAAE.

Question: "Since airports are a 24x7 operation, might there be a need for courses to be taught at night"?

Answer: Yes, there may be a need to have course delivery off hours and on weekends.

Question: "Will food and beverages be provided at the courses"?

Answer: The Port Authority will do its best to provide, at no cost, coffee the first day and lunch the last day of the course, but it should be noted that there are No guarantees.

Question: "On Page 29 of the RFP, under the section entitled "Attendance Roster", there was an editor's note left in. Was this intended to be here"?

Answer: This line should be deleted in its entirety and it should be noted that PeopleSoft does not play a role for the training administration.

Question: "For CBT training, who will proctor"?

Answer: Port Authority authorized personnel will proctor.

Question: "The RFP discusses liquidated damages if the vendor does not show up, is there any reciprocity if the PA cancels"?

Answer: The Port Authority will do it best to give the vendor a minimum of 24 hours notice of cancellation. A mutually agreed upon amount will be given to the vendor based on actual cost expended.

Note: The following statement is added to Section G1 Technical Proposal (Page 15)

Proposers are to address how they remain current on changes in legislation or requirements and describe their methodology on how such changes are incorporated into training materials on an ongoing basis.

Note: FAR 139 Training

A, In Attachment B (Page 32) Part II, Category 4. Aeronautical Operations Regulatory –the third block, previously entitled “Initial and Recurrent FAR 139 Training” shall be renamed “Initial FAR 139 Training” in its entirety.

B. On Page 46 the following line shall be appended to text that currently reads

“This category has two classes:

- 1. AE – Operations - Airport Employee Operations*
- 2. ASOS – Airport Safety Operations”*

3. Initial FAR 139 Training

C. Please insert the following course description for Initial FAR 139 training on Page 49.

3. Initial FAR 139 training

Designing of an airport specific training course, in a classroom setting with an instructor, to teach the 22 components of Part 139 / Airport Certification as specified below -

Part 139 / Airport Certification under Subpart D-Operations.

Subpart D—Operations

- 139.301 Records.
- 139.303 Personnel.
- 139.305 Paved areas.
- 139.307 Unpaved areas.
- 139.309 Safety areas.
- 139.311 Marking, signs, and lighting.
- 139.313 Snow and ice control.
- 139.315 Aircraft rescue and firefighting: Index determination.
- 139.317 Aircraft rescue and firefighting: Equipment and agents.
- 139.319 Aircraft rescue and firefighting: Operational requirements.
- 139.321 Handling and storing of hazardous substances and materials.
- 139.323 Traffic and wind direction indicators.
- 139.325 Airport emergency plan.
- 139.327 Self-inspection program.
- 139.329 Pedestrians and Ground Vehicles.

- 139.331 Obstructions.
- 139.333 Protection of NAV AIDs.
- 139.335 Public protection.
- 139.337 Wildlife hazard management.
- 139.339 Airport condition reporting.
- 139.341 Identifying, marking, and lighting construction and other unserviceable areas.
- 139.343 Noncomplying conditions.

As part of the course, and after completing the classroom portion, the proposer would then accompany the attendees on two airside tours...one AM & one PM...for familiarization of the items discussed in class and to see the airport at night. The length of this tour will be mutually determined, but shouldn't exceed 3-hrs in total length.

It should be noted that there is the potential for this course to be delivered on a "one on one" basis.

D. In Attachment D (page 95) of the RFP -- Price Sheets, under the category of Airport Operations, there will be three distinct course and therefore, three distinct prices for each of the following: (1) Airport Employee Operations, (2) Airport Safety Operations Basic and Advanced, (3) Initial FAR 139 Training. The Proposer is to furnish 3 prices under that one particular category.

Note: Attached is the list of attendees that were present at the pre proposal meeting that was held at the Port Authority on January 8, 2008.

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

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

THE PORT AUTHORITY OF NY & NJ

**LARRY WAXMAN, MANAGER
PRIORITY PROCUREMENTS DIVISION**

PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO NADINE AZIZ, WHO CAN BE REACHED AT (212) 435-3934.