A Public Records Access request has been submitted.

Request By:	Frank Canale
Signature:	frank canale
Request date:	09/19/2016
Address:	47-55 37th St Long Island City, NY 11101
Email:	fcanale@nouveauelevator.com
Phone number:	718-349-4709
Personal Information Request:	YES
Records seeking:	I respectfully request a copy of the current elevator / escalator contract in effect for PA NY NJ Newark Liberty International Airport Thank you

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY PRA #17370
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

William Shalewitz , Freedom of Information Administrator

Signature: Date:

09/26/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

- [x] The requested records are being made available.
- [ ] Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:
- [ ] A diligent search has been conducted, and no records responsive to your request have been located.
- [ ] The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:
- [ ] Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:
- [ ] The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.
- [x] Other:

Material responsive to your request can be found on the Port Authority's website at http://corpinfo.panynj.gov/documents/17370-C/. Paper copies of the available records are available upon request. Exemptions applied for privacy.

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

THE PORT AUTHORITY OF NY & NJ

ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010
(212) 435-7000

August 25, 2009

Mr. Arthur Carlucci
Sales Executive
KONE Inc.
124 West Main Street
High Bridge, NJ 08829

SUBJECT: MAINTENANCE AND REPAIR OF ELEVATORS, ESCALATORS, MOVING WALKS AND DELTA BARRIERS AT NEWARK LIBERTY INTERNATIONAL AIRPORT; BID NUMBER 17899; CONTRACT NUMBER 4600007863; PURCHASE ORDER NUMBER 4500060602

Dear Mr. Carlucci:

Your bid to the above subject contract and addenda numbers 1 through 3 have been accepted. The term of the contract shall be for a 5-year period commencing October 1, 2009 and unless otherwise extended or terminated according to the contract provisions shall expire on September 30, 2014.

Upon receipt of this letter, you shall submit to the Port Authority your insurance certificate as required for this contract, under PART III, paragraph 6 entitled "Insurance Procured by the Contractor." Send your certificate to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY 10003 (Attention: Contract Certificate Review). Please reference CITS # 3354N on your certificate.

Please note that Purchase Order number 4500060602 has been assigned for invoicing, payment and administrative purposes.

Your facility contact is Mr. Robert Grassi, who can be reached at 973-961-6130. If you have any questions concerning the award of this contract please contact Mr. Richard Grehl at 212-435-3941.

Very truly yours,

Larry Waxman
Manager
Technology & Operational Procurement Services Division

THE PORT AUTHORITY OF NY & NJ

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

Date April 21, 2009

ADDENDUM #3

To prospective bidders/proposers on bid/RFP # 17899 for MAINTENANCE AND REPAIR OF ELEVATORS, ESCALATORS, MOVING WALKS AND DELTA BARRIERS AT NEWARK LIBERTY INTERNATIONAL AIRPORT

☐ Due back on , no later than 11:00AM

☒ Originally due on 04/29/09, no later than 11:00AM

The following changes are hereby made in the documents:

1. PROPOSER QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions.

Q1. Who owns the parts that are stored on site?
A1. The parts stored on site are owned by the Contractor.

Q2. Also, what is the inventory of parts on hand to determine what items may be needed upon award of a contract?
A2. The spare parts inventory requirement is listed in PART V – SPECIFICATIONS, page 9, paragraph H, entitled "Inventory And Replacement Of Parts."

All other terms and conditions remain unchanged.

PS11All

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Kove Inc

INITIALED: JL

DATE: 4-29-09

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

PROCUREMENT
2009 APR 29 AM 11: 18

PS11A11

THE PORT AUTHORITY OF NY & NJ

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

Date April 17, 2009

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 17899 for MAINTENANCE AND REPAIR OF ELEVATORS, ESCALATORS, MOVING WALKS AND DELTA BARRIERS AT NEWARK LIBERTY INTERNATIONAL AIRPORT

☐ Due back on , no later than 11:00AM

☒ Originally due on 04/29/09, no later than 11:00AM

The following changes are hereby made in the documents:

1. PROPOSER QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions.

Q1. The Qualification Information noted in Part 1, page 5-6, items c, d & e, is the bidder required to submit this information with the bid?
A1. No. Please refer to Part I, page 4, item 9, first paragraph.

Q2. What company is currently contracted with the Port Authority Maintenance unit at EWR to provide cleaning services?
A2. Modern Facilities Services, Rick Lomonaco, Phone (973) 599-9393 ext-10, email "Rick@modernclean.com".

All other terms and conditions remain unchanged.

PS11All

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: KONE INC

INITIALED: JB

DATE: 4-28-09

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

PROCUREMENT
2009 APR 29 AM 11:18

PS11All

THE PORT AUTHORITY OF NY & NJ

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

Date April 10, 2009

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 17899 for MAINTENANCE AND REPAIR OF ELEVATORS, ESCALATORS, MOVING WALKS AND DELTA BARRIERS AT NEWARK LIBERTY INTERNATIONAL AIRPORT

☐ Due back on , no later than 11:00AM

☒ Originally due on 04/29/09, no later than 11:00AM

The following changes are hereby made in the documents:

1. PROPOSER QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions.

Q.1. Can copies of the inspection reports for all of the devices at Newark Liberty International Airport be sent to bidders?
A.1. Inspection reports will be made available for viewing. Please contact Mr. Robert Grassi at rgrassi@panynj.gov to make an appointment.

Q.2. What were the number of vandalism repairs made in the past 24 months with associated cost and description of each repair?
A.2. There were no billable repairs as a result of vandalism in the past 24 months.

Q.3. In Part I, page 7, paragraph 15, entitled "City Payroll Tax", if a company's payroll originates outside of Newark, NJ, does the payroll tax for the City of Newark still apply? Also, what is the tax rate?

REC'D APR 13 2009

A.3. As stated in the above referenced paragraph 15, if the services are provided in the City of Newark, NJ then the payroll tax applies. The applicable tax rate can be obtained from the City of Newark, NJ.

Q.4. In addition to the 2 required site vehicles to be provided by the contractor, will the Port Authority provide free parking for the elevator support staff? At any given time period the contractor could have several elevator staff personnel onsite.

A.4. As stated in Part V, page 23, paragraph "e. Transportation", second paragraph, "the Authority will provide undesignated parking for contractor employees personal vehicles for personnel assigned to work at Newark Liberty International Airport under this contract and while on duty only."

Q.5. What is the total number of elevators requiring glass cleaning?

A.5. Total # is 24.

Q.6. Can the Resident Teams be utilized to monitor the sub-contracted glass cleaning?

A.6. Yes.

Q.7. Can the resident teams be utilized to perform the semi-annual Port Authority inspections and tests on the equipment?

A.7. Yes, as long as there is no impact to routine maintenance, repair work and the inspection schedule.

Q.8. Can glass cleaning be performed during normal hours of 0700 - 1600, Monday thru Friday?

A.8. No, the glass cleaning will be performed on the overnight tour 2400-0800.

Q.9. Are there any holidays taken for which the mandatory staff would not be required to work?

A.9. There are 11 holidays referenced in the bid specifications under "Standard Contract Terms and Conditions", page 20, Section 40, Holidays. The Holiday staff requirements are as follows: 1 Resident Team 2400-0800, 1 Resident team 0800-1600, 1 on call team 1600-2400.

Q.10. Is the Port Authority tax-exempt under this contract?

A.10. Yes.

Q.11. Is the inventory of spare parts required by the contractor in Part V – Specifications, page 9, exclusive of and in addition to Exhibit – D, "Compensation for Parts and Materials Pricing Sheet"?

A.11. Yes, items in Part V are the responsibility of the contractor. Exhibit D is for compensation for parts and materials that are for unforeseen or unplanned work.

Q.12. Is the contractor required to use a Port Authority approved fire extinguisher service company for maintaining the machine room fire extinguishers?
A.12. No, fire extinguishers must be serviced by a fire protection equipment contractor with a business permit for portable fire extinguishers.

Q.13. Should the initial 5 year bid entry under Exhibit "F" Pricing Sheet item FA exclude estimated annual price increases as they will be determined in accordance with the price adjustment provision set forth in Part III item 4 entitled Price Adjustment?
A.13. Correct. They should exclude estimated annual price increase.

Q.14. Is the Exhibit "C" Pricing Sheet different from the mandatory "Minimum Staffing Requirements" required in this Bid?
A.14. Correct, Exhibit "C" is not to be used for the "Minimum Staffing Requirements."

2. In PART V – SPECIFICATIONS, add the following after section 8 "ATTACHMENTS":

"9. Wages and Supplemental Benefits

A. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee hourly Wages higher than the Minimum Hourly Wage hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wage per job title, set forth above, allows the Contractor to pay or provide some of its employees hourly Wages that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

B. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port

Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

C. The Contractor shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.
For records related to Wages and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

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

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

D. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract.

E. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages set forth herein (including any adjustments, if provided for, reflecting

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

F. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment(s) due to the Contractor under this Contract.

G. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment."

3. In PART V – SPECIFICATIONS, add the following after section 9 "Wages and Supplemental Benefits":

"Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to his or her workmen, laborers, and mechanics (who are employed by him/her to work on an hourly or daily basis at any trade or occupation at or about

the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed as determined by the Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.
For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the State of New Jersey, Department of Labor and Workforce Development for the counties of Essex and Union and for the period of time in which the work is performed (see attached "State of New Jersey Prevailing Wage Rate Determination" for "Elevator Modernization & Service, Prevailing Wage Rate, County of Essex and Union")
The provisions of this clause are inserted in this Contract for the benefit of such workmen, laborers and mechanics as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such workmen, laborers, carpenters and mechanics less than the rates of wages and supplements above described, such workmen, laborers or mechanics shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he/she is entitled under this clause. If such workmen, laborers and mechanics is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such workman, laborer or mechanics shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any workmen, laborers and mechanics to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause. Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain workmen, laborers and mechanics for the minimum hereinbefore described.

4. See attached "Attendance Sheet for Facility Inspection" dated April 1, 2009.

All other terms and conditions remain unchanged.

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

PS11All

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Kone Inc

INITIALED: JB

DATE: 4-28-09

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

PROCUREMENT
2009 APR 29 AM 11:19

PS11All

STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour B = Fringe Benefit Rate per Hour* T = Total Rate per Hour

* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at *www.nj.gov/labor* (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are <u>not</u> subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Elevator Modernization & Service **PREVAILING WAGE RATE**

	03/17/08
Journeyman	W 38.46 B 21.57 T 60.03

Expiration Date: 03/16/2009

Craft: Elevator Modernization & Service **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.83	19.43	22.97	26.50						
Benefits	14.97	15.26	15.87	16.47						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service **COMMENTS/NOTES**

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 8:00 AM and 4:30 PM.

- Overtime:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at double the hourly rate. All hours on holidays shall be paid at triple the hourly rate.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 7:00 AM and 5:00 PM.

- Overtime:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

Craft: Elevator Modernization & Service **PREVAILING WAGE RATE**

	03/17/08
Journeyman	W 38.46 B 21.57 T 60.03

Expiration Date: 03/16/2009

Craft: Elevator Modernization & Service **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
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MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

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RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Sunday holidays observed the following Monday.

Attendance Sheet for Facility Inspection

TITLE: MAINTENANCE AND REPAIR OF ELEVATORS, ESCALATORS, MOVING WALKS AND DELTA BARRIERS AT NEWARK LIBERTY INTERNATIONAL AIRPORT

BID NO. 17899

DATE: APRIL1, 2009 **LOCATION: EWR BUILDING 80** **TIME: 10:00 AM**

	NAME	COMPANY	CONTACT PHONE / E-MAIL
1	S VERGRAME	SLADE ELV	908 654-5300
2	SEAN DONLEAVY	FUJITEC	201 522 1577 SDONLEAVY@FUJITECAMERICA.COM
3	GARRY LEGRANI	FUJITEC	973-330-0100
4	VINCENT CAMPIONE	FUJITEC	973 330-0100 VCAMPIONE@FUJITEC AMERICA.COM
5	RICHARD GREHL	PA-PROCURE.	212-435-3941 RGREHL@PANYNJ.GOV
6	ROBERT GRASSI	PA-ELECTRICAL	(973) 961-6130 RGRASSI@PANYNJ.GOV
7	ROBERT DELARO	KONE INC.	(646) 879.2026 Robert.DeLaro@Kone.com
8	EDWARD KLAWORER	KONE INC.	646 879 0913 KONE.EWR@HOTMAIL.C
9	Rich Polizzi	Kone Inc.	718-361-7200 richard.polizzi@Kone.com
10	John Braun	Schindler	973-397-3621 John.braun@us.schindler.c
11	Karl Bauerlein	Schindler	973-397-3654 Karl.Bauerlein@us.schin.c
12	JOE KNOLMAYER	Schindler.	973-349-9795 Joe.Knolmayer@US.Schinc.Co
13	GLENN GURBISZ	SCHINDLER	973-634-3629
14	ROBERT ALVIGGI	SLADE ELEVATOR	908-654-5300 · 908-325-9836 RALVIGGI@SLADE-ELEVATOR.COM
15			

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: MAINTENANCE AND REPAIR OF ELEVATORS, ESCALATORS, MOVING WALKS AND DELTA BARRIERS AT NEWARK LIBERTY INTERNATIONAL AIRPORT

BID NO.: 17899 REVISION #1

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

FACILITY INSPECTION: APRIL 1, 2009 **TIME: 10:00 AM EST**

BID DUE DATE: APRIL 29, 2009 **TIME: 11:00 AM EST**

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

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

KONE INC.
(NAME OF BIDDING ENTITY)

124 W. MAIN STREET
(ADDRESS)

HIGH BRIDGE NJ 08829
(CITY, STATE, ZIP CODE)

ARTHUR J. CARLUCCI, SALES EXECUTIVE 973.328.2841
(REPRESENTATIVE TO CONTACT - NAME & TITLE) (TELEPHONE NO.)

[redacted] ARTHUR.CARLUCCI@KONE.COM 973.328.7999
(FEDERAL TAX I.D. NO.) (E-MAIL) (FAX NO.)

X BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): _____

INVITATION FOR BID

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

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PART I - STANDARD INFORMATION FOR BIDDERS

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

   All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

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

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

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

4. **Bidder's Questions**
   Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it shall be communicated to all Bidders by written addenda issued

under the name of the Manager, Purchasing Services Division of the Port Authority. Addenda shall be considered part of the Contract.

5. **Additional Information To and From Bidders**
   a. Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.
   b. If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.
6. **Union Jurisdiction**
   All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the paragraph entitled "Harmony" in the Standard Contract Terms and Conditions.
7. **Assessment of Bid Requirements**
   The Bidder should carefully examine and study the entire contents of these bid documents and shall make its own determinations as to the services and materials to be supplied and all other things required to be done by the Contractor.
8. **Bidder's Prerequisites**
   Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that they will be deemed qualified in connection with other bid requirements included herein.
9. **Qualification Information**
   The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to its qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire shall include, but not be limited to, the following:

   a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

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

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

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

Where the statements submitted pursuant to subparagraph's (i), (ii) or (iii) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the date on which the bids are opened, then the Bidder shall also submit a statement in writing, signed by an executive officer of the Bidder or his/her designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

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

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

b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the

service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

10. Facility Inspection

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

11. Available Documents - General

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

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

12. Pre-award Meeting

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

13. Price Preference

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

14. Good Faith Participation

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

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

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

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

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

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

15. City Payroll Tax

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

a) City of Newark, New Jersey for services performed in Newark, New Jersey;

b) City of New York, New York for services performed in New York, New York; and

c) City of Yonkers, New York for services performed in Yonkers, New York.

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

16. Additional Bidder Information

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

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. **Service(s) Required**
   Maintenance and Repair of Elevators, Escalators, Moving Walks and Delta Barriers at Newark Liberty International Airport

2. **Location(s) Services Required**
   Various locations at Newark Liberty International Airport

3. **Expected Date of Commencement of Contract**
   On or about October 1, 2009

4. **Contract Type**
   Service

5. **Duration of Contract**
   Five (5) years

6. **Price Adjustment during Base Term (Index Based)**
   Applicable See part III section 4

7. **Option Period(s)**
   Two (2), One (1) year options

8. **Price Adjustment during Option Period(s) (Index Based)**
   Applicable See part III section 4

9. **Extension Period**
   120 days

10. **Facility Inspection**
    Date and Time: April 1st 2009 at 10:00 AM

    Please contact Robert Grassi at rgrassi@panynj.gov to confirm attendance and/or receive travel directions. Part of the facility inspection includes elevator & escalators located in a US Customs area therefore anyone wishing to attend this part of the facility inspection must submit their name, date of birth and social security number on their company letterhead to Mr. Grassi at least forty eight (48) hours prior to the inspection date. This information will be forwarded to US Customs so the Port Authority can obtain visitor passes for these individuals. Anyone not submitting this information will not have access to the equipment located in this secure area.

11. Specific Bidder's Prerequisites

a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of Maintenance & Repair of Elevators, Escalators and Moving Walks actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a commercial or industrial business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

b. During the time period as stated in (a) above, the Bidder or persons or entities owning and controlling the Bidder shall have satisfactorily performed or be performing under at least one (1) contract(s) requiring similar services of similar scope to those required under this Contract.

c. The Bidder shall have immediately preceding the opening of its bid, a minimum of $13 million annual gross income from the type of Service required under this Contract.

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

12. Available Documents

The following documents will be made available for reference and examination:

- Current Elevator, Escalator & Moving Walk Contract # 4600003422 with Kone, Inc located in Long Island City, NY.
- Manuals for various vertical circulation equipment covered under this contract.
- Manuals for Delta Barrier equipment covered under this contract

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1. General Agreement

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

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

2. Duration

a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").

b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the absolute right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the option to extend this Contract, then, not later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, as aforesaid, and the Term of this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the Term of this Contract for succeeding Option Periods.

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the

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

3. Payment

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

a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.

b) The Contractor shall submit to the Manager by the fifth day of the month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice

c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid

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

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

4. Price Adjustment

For each year following the first year of the Base Term and for each year of any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III and Exhibit D entitled "Compensation for Parts and Materials" hereof) the Port Authority shall adjust the compensation due the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve month anniversary of the Commencement Date of this Contract. The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

Effective on the first day of the month of the Anniversary Date and thereafter on the first day of the month of each succeeding Anniversary Date during the Base Term and any Option Period exercised (excluding the 120 day Extension Period and Exhibit D entitled "Compensation for Parts and Materials") hereunder, the compensation payable shall be adjusted as follows:

For the second Contract year, the Price Index shall be determined for the months of December 2008 and December 2009. The compensation payable in the first year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for December 2009 and the denominator of which is the Price Index for December 2008, and such fraction shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the second year of the Contract.

For the third Contract year, the Price Index shall be determined for the months of December 2009 and December 2010. The compensation payable in the second year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for December 2010 and the denominator of which is the Price Index for December 2009, and such fraction shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the third year of the Contract.

For the fourth Contract year, the Price Index shall be determined for the months of December 2010and December 2011. The compensation payable in the third year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for December 2011 and the denominator of which is the Price Index for December 2010, and such fraction shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the fourth year of the Contract.

For the fifth Contract year, the Price Index shall be determined for the months of December 2011 and December 2012. The compensation payable in the fourth year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for December 2012 and the denominator of which is the Price Index for December 2011, and such fraction shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the fifth year of the Contract.

For the first year of the Option Period, the Price Index shall be determined for the months of December 2012 and December 2013. The compensation payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for December 2013 and the denominator of which is the Price Index for December 2012, and such fraction shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the first year of the Option Period.

For the second year of the Option Period, the Price Index shall be determined for the months of December 2013 and December 2014. The compensation payable in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for December 2014 and the denominator of which is the Price Index for December 2013, and such fraction shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the second year of the Option Period.

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

5. Liquidated Damages

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

a) In the event that during any monthly period the Contractor fails to perform *all Exhibit A services* on any item of equipment on which such services are required during that month, satisfactorily or at the frequencies set forth herein, the payment payable by The Authority to the Contractor for said monthly period shall be reduced by the Manager, by an amount equal to two hundred percent (200%) of the "Monthly Unit Maintenance Price" quoted by the Contractor for such item of equipment in Exhibit A of the Pricing Sheets and any amount owed to The Authority may be set off by The Authority in later months or otherwise collected by The Authority.

b) In the event that during any monthly period, the Contractor fails to perform *any part of the Exhibit A services* on any item of equipment on which such services are required during that month, satisfactorily or at the frequencies set forth herein, the installment payable by The Authority to the Contractor for said monthly period shall be reduced by an amount equal to twenty-five percent (25%) of the "Monthly Unit Maintenance Price" quoted by the Contractor in Exhibit A of the Contractor's Bid Sheets for such item of equipment multiplied by the number of times the Contractor fails to perform or satisfactorily perform a required operation in accordance with the minimum schedules specified herein. In no event, however, shall damages computed pursuant to this paragraph exceed two hundred percent (200%) of the "Monthly Unit Maintenance Price".

c) Equipment failure resulting in Service interruptions will be liquidated at the rate of $200.00 for each elevator and $200.00 for each escalator and moving walks that are out of service for twenty four continuous hours and for each additional day or partial day. The Authority defines "Failure" as any activity, which causes a service interruption. Because the causes of service interruption are varied and not all causes of service interruption can be attributed to the equipment itself, the Authority shall define service interruptions chargeable to the Contractor as follows:

All reasons are subject to Liquidated Damages, except as defined below.

Service interruptions that shall not be charged to the Contractor's performance are as follows:

- Shutdowns resulting from incidents or acts beyond the control of the Contractor (i.e., power failures, water damage, etc.)
- Shutdowns required in order to modify the equipment for the enhancement of its operation or safety when requested by the Authority.
- Shutdowns required as a result of any accident resulting from negligence on the part of the user.
- If in the sole opinion of the Manager the Contractor is making good faith efforts to return the equipment to service.

The Contractor shall submit a monthly availability report within 5 days of the first of the month. The report shall indicate both the availability and all service interruptions regardless of the cause including scheduled preventive maintenance, and the availability of the unit considering only the service interruptions chargeable to the Contractor as defined in this agreement.

(d) For " Call Back On-Site Response"

1. Damages to The Authority for the Contractors failure to respond within the time specified (within 1 hour) in the clause of the Specifications entitled "Callback Service" shall be liquidated at the rate of $200 per hour for each hour or part thereof by which the Contractor's response exceeds the response time required herein.

2. Damages to The Authority for the Contractor's failure to begin the repair within 4 hours shall be liquidated at the rate of $200 per hour for each hour or part thereof by which the Contractor's response exceeds the required time of four (4) hours.

(e) For "Extra Work

1. Damages to The Authority for the Contractor's failure to begin Extra Work when such is deemed necessary by the Manager shall be liquidated at the rate of $200 per hour for each hour past the time designated by the Manager in his directive to-begin such work.

Should The Authority exercise its right to terminate this Agreement pursuant to Standard Contract Terms and Conditions, Part II, General Provisions, Section 14, entitled "Rights and Remedies of the Authority", liquidated damages will be assessed by the Authority only for delays occurring prior to such termination.

To the extent that the Contractors failure to perform results from delay which is not the fault of the Contractor and which is beyond the Contractor's control and which it is unable to overcome by the exercise of all reasonable efforts or which it could not

reasonably have anticipated or avoided, the Authority will not assess liquidated damages hereunder. It shall be deemed that acts of God, war and acts of government, not yet specifically proposed or taken are beyond the Contractor's control.

f) For "Project Work"

Damages to the Authority for the Contractor's failure to complete "Project Work" on schedule shall be liquidated at a rate of $500.00 per day or part thereof.

g) For "Minimum Staffing Requirements"

Damages to the Authority for the Contractor's failure to comply with the Minimum Staffing Requirements during the hours specified in the clause of the specifications entitled "Minimum Staffing Requirements" shall be liquidated at the rate of $100.00 per quarter hour per staff member for each quarter hour in which the Staffing Requirement is not satisfied.

h) For "Visual Inspections"

Damages to The Authority for the Contractor's failure to perform daily visual inspections and report the findings as specified herein shall be liquidated at the rate of $100 per day for each day the inspection is not performed. (see Part IV, Specifications, Section 5)

i) For "Failure to repair"
Damages to the Authority for the Contractor's failure to repair, within 30 days, deficiencies noted during daily inspections will be liquidated at $250.00 per day for each piece of equipment each month the repair is not made.

j) For "Cleandowns"

Damages to The Authority for the Contractor's failure to perform the specified cleandowns every twelve (12) months and eighteen (18) month frequencies shall be liquidated at the rate of $3,000.00 for each elevator, escalator and moving walk cleandown the Contractor fails to perform.

k) For "Tests and Inspections"

Damages to The Authority for the Contractor's failure to perform the required Tests and Inspections at the required frequencies shall be liquidated at the rate of $2000 for each test and or inspection the Contractor fails to perform.

l) For "Clean & Protect"

The Authority shall be reimbursed by the Contractor for any cleaning costs (such as carpet cleaning) incurred due to the Contractor's failure to properly protect and clean any work area.

m) For "Insufficient Parts Supply"

Damages to The Authority for the Contractor's failure to stock the required spare parts shall be liquidated at the rate $250.00 per day or part thereof by which the Contractor's ability to effect a repair is impaired by the lack of spare part or parts as specified in the section entitled "Inventory and Replacement of Materials and Parts".

n) For "Failure to perform required glass cleaning"

Damages to The Authority for the Contractor's failure to perform required glass cleaning services at the semi annual intervals as specified herein shall be liquidated at the rate of $1,000.00 per elevator each time the semi annual glass cleaning is not performed.

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

6. 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 a contractual liability endorsement covering the obligations assumed by the contractor under this contract, AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - $ 10 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 as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability

other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

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

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

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

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

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is

not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. ***[CITS #3354N]***

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such notice shall be not less than 15 days, said changes to be effective upon the date specified in said notice.

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

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

Any such changes in areas or frequencies may result in the adjusted compensation to be an amount equal to but not greater or lesser than 50% of the Total Estimated Contract Price of the Contract for the Contract Term.

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

8. Extra Work

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

thereof, or six percent (6%) of the Total Contract Price of each Section if this Contract is awarded by separate Sections.

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

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

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

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

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

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer

thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

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

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

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEETS, TABLE OF CONTENTS

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PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEETS

1. SIGNATURE SHEET

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

PROCUREMENT 2009 APR 29 AM 8

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

Bidding Entity KONE INC.

Bidder's Address 124 W. MAIN STREET

City, State, Zip HIGH BRIDGE, NJ 08829

Telephone No. 973-328-2841 FAX 973-328-7999

Email ARTHUR.CARLUCCI@KONE.COM EIN# [redacted]

SIGNATURE Arthur J. Carlucci Date 4-28-09

Print Name and Title ARTHUR J. CARLUCCI, SALES EXECUTIVE

ACKNOWLEDGEMENT:

STATE OF: NEW JERSEY

COUNTY OF: MORRIS

On this 28 day of APRIL, 2009, personally came before me, ARTHUR J CARLUCCI, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Notary Public

OFFICIAL SEAL
Joseph Marrone
Notary Public-New Jersey
My Commission Expires
June 21, 2010

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

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

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

KONE Inc. Directors and Officers

First Name	Last Name	Title	Business Address	Home Address
Vance W.	Tang	President & CEO; Director/Chairman of the Board	4225 Naperville Road, Suite 400 Lisle, IL 60532	[redacted]
David M.	McFadden	Senior Vice President Operations & Director	4225 Naperville Road, Suite 400 Lisle, IL 60532	[redacted]
Kenneth E.	Schmid, Jr.	Senior Vice President Finance, Chief Financial Officer & Director	4225 Naperville Road, Suite 400 Lisle, IL 60532	[redacted]
Jeffrey S.	Blum	Senior Vice President Business Development	4225 Naperville Road, Suite 400 Lisle, IL 60532	[redacted]
Thomas	Bulat	Senior Vice President Northeast	47-36 36th Street Long Island City, NY 11101	[redacted]
Dennis L.	Gerard	Senior Vice President Central	4225 Naperville Road, Suite 400 Lisle, IL 60532	[redacted]
Michael	James	Senior Vice President Southeast	801 Hammond St. Coppell, TX 75019	[redacted]
Dennis H.	Viehweg	Senior Vice President West	15021 Wicks Blvd. San Leandro, CA 94577	[redacted]
Charles D.	Moore	Senior Vice President Human Resources	4225 Naperville Road, Suite 400 Lisle, IL 60532	[redacted]
Kurt E.	Stepaniak	Senior Vice President Law & Acquisitions, General Counsel & Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532	[redacted]
Ronald L.	Bagwill	Vice President, Director of Supply Unit	2101 Couch Drive McKinney, TX 75069	[redacted]
Stephen J.	Cox	Vice President Sourcing	One KONE Court Moline, IL 61265	[redacted]
Bernd W.	Dengs	Vice President Transit Operations Escalator Business	2266 US Hwy 6 Moline, IL 61265	[redacted]
Alexander	Vitt	Vice President Escalator Division	2266 US Hwy 6 Moline, IL 61265	[redacted]
Michael P.	Bauschka	Treasurer & Controller	One KONE Court Moline, IL 61265	[redacted]
Klaus T.	Cawén	Assistant Secretary	Keilasatama 3 Espoo, Finland 02150	[redacted]
Todd E.	McManus	Assistant Secretary	One KONE Court Moline, IL 61265	[redacted]

KONE Inc. Directors and Officers

First Name	Last Name	Title	Business Address	Home Address
Barbara	Brockmeyer	Assistant Treasurer	One KONE Court Moline, IL 61265	
Aimo K.	Rajahalme	Assistant Treasurer	Keilasatama 3 Espoo, Finland 02150	

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)

PLEASE SEE ATTACHED KONE INC.

DIRECTORS & OFFICERS

PROCUREMENT
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3. PRICING SHEETS

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black where required in the spaces provided on the Pricing Sheets attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s).

d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Total Estimated Contract Price, as required, based upon the applicable Unit Price inserted by the Bidder, which amount shall govern in all cases.

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

EXHIBIT A
Pricing Sheets

Item	Escalator Designation	Location	Make & Model	Monthly Unit Maint Price		# of Units		Months		Estimated Total Annual Price
A.1	A-1	Terminal A Airtrain Station	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.2	A-2	Terminal A Airtrain Station	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.3	B-3	Terminal B Airtrain Station	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.4	B-4	Terminal B Airtrain Station	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.5	C-5	Terminal C Airtrain Station	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.6	C-6	Terminal C Airtrain Station	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.7	P3-7	Airtrain Station P3	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.8	P3-8	Airtrain Station P3	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.9	P2-9	Airtrain Station P2	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.10	P2-10	Airtrain Station P2	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.11	P1-11	Airtrain Station P1	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.12	P1-12	Airtrain Station P1	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.13	P4-13	Airtrain Station P4	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.14	P4-14	Airtrain Station P4	O&K RTK-BN	$ 2273.00	X	1	X	12	=	$ 27276.00
A.15	R-1	RailLink Station	KONE RTV-HD	$ 2273.00	X	1	X	12	=	$ 27276.00
A.16	R-2	RailLink Station	KONE RTV-HD	$ 2273.00	X	1	X	12	=	$ 27276.00
A.17	R-3	RailLink Station	KONE RTV-HD	$ 2273.00	X	1	X	12	=	$ 27276.00
A.18	R-4	RailLink Station	KONE RTV-HD	$ 2273.00	X	1	X	12	=	$ 27276.00
A.19	R-5	RailLink Station	KONE RTV-HD	$ 2273.00	X	1	X	12	=	$ 27276.00
A.20	R-6	RailLink Station	KONE RTV-HD	$ 2273.00	X	1	X	12	=	$ 27276.00
A.21	FIS-1	Term B International Facility	Schindler SWE-30-100K	$ 2273.00	X	1	X	12	=	$ 27276.00

A.22	FIS-2	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$ 27276.	00
A.23	FIS-3	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$ 27276.	00
A.24	FIS-4	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$27276.	00
A.25	FIS-5	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$27276.	00
A.26	FIS-6	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$ 27276.	00
A.27	FIS-7	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$ 27276.	00
A.28	FIS-8	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$27276.	00
A.29	FIS-9	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$27276.	00
A.30	FIS-10	Term B International Facility	Schindler SWE-30-100K	$2273.00	X	1	X	12	=	$27276.	00
A.31	CPB-1	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.32	CPB-2	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.33	CPB-3	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.34	CPB-4	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.35	CPB-5	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.36	CPB-6	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.37	CPB-7	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.38	CPB-8	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.39	CG-9	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.40	CG-10	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.41	CG-11	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.42	CG-12	C Parking Garage	Fuji Tec VS 1200	$2273.00	X	1	X	12	=	$27276.	00
A.43	TB-10	Terminal B	KONE E Series HR	$2273.00	X	1	X	12	=	$27276.	00
A.44	TB-11	Terminal B	KONE E Series HR	$2273.00	X	1	X	12	=	$27276.	00
A.45	TB-15	Terminal B	Otis Type 48R8000	$2273.00	X	1	X	12	=	$27276.	00
A.46	TB-21	Terminal B	Otis Type 48R8000	$2273.00	X	1	X	12	=	$27276.	00

A.47	TB-22	Terminal B	Thyssen Tugula	$ 2273.00	X	1	X	12	=	$ 27276.00	
	Elevator Designation	Location	Controller	Monthly Unit Maint. Price		# of Units		Months		Estimated Total Annual Price	
A.48	A	Terminal A Airtrain Station	Dover	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.49	B	Terminal B Airtrain Station	Dover	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.50	C	Terminal C Airtrain Station	Claddah	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.51	P1	Airtrain Station P1	Schumaker	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.52	P2	Airtrain Station P2	Schumaker	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.53	P3	Airtrain Station P3	Schumaker	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.54	P4-1	P4 Airtrain Station	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.55	P4-2	P4 Airtrain Station	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.56	R-1	RailLink Station	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.57	R-2	RailLink Station	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.58	R-3	RailLink Station	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.59	TB-B3	Terminal B	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.60	TB-B4	Terminal B	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.61	TB-B5	Terminal B	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.62	TB-B7	Terminal B	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.63	TB-FC- B8	Terminal B Food Court	Northern	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.64	FIS-1	Term B International Facility	Schindler MP-300	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.65	FIS-2	Term B International Facility	Schindler MP-300	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.66	FIS-3	Term B International Facility	Schindler MP-300	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.67	FIS-4	Term B International Facility	Cemco	$ 2273.00	X	1	X	12	=	$ 27276.00	
A.68	FIS-5	Term B International Facility	Schindler MP-300	$ 2273.00	X	1	X	12	=	$ 27276.00	

A.69	FIS-6	Term B International Facility	**Schindler MP-300**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.70	FIS-7	Term B International Facility	**Schindler MP-300**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.71	FIS-8	Term B International Facility	**Schindler MP-300**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.72	Oversize baggage Material Lift	Term B Interline belt area	**Simple relay controller**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.73	Bldg. 1 Elev 1	PA Administration Bldg. 1	**Elevator Systems Inc.**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.74	Bldg. 1 Elev.2	PA Administration Bldg. 1	**Elevator Systems Inc.**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.75	Material Lift #1	Building # 46 Heating Plant	**Simple relay controller**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.76	Material Lift # 2	Building # 46 Heating Plant	**Simple relay controller**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.77	Bldg. 60-1	PA Building 60 Earhardt Dr.	**Cemco Series 6000**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.78	Bldg. 60-2 Freight	PA Building 60 Earhardt Dr.	**Cemco SABP**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.79	Bldg.79	Brewster Road	**A&C Simplex**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.80	Bldg.80	Brewster Road	**A&C Simplex**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.81	Bldg. 157- 1	Cargo Building	**Otis**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.82	Bldg 157-2	Cargo Building	**Otis**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.83	Bldg.305-1	PA Building Port Newark	**Otis**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.84	CG-1	C Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.85	CG-2	C Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.86	CG-3	C Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.87	CG-4	C Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.88	CG-5	C Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.89	CG-6	C Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.90	P4-G-1	P4 Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.91	P4-G-2	P4 Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00
A.92	P4-G-3	P4 Parking Garage	**MCE**	$ 2273.00	X	1	X	12	=	$ 27276.00

A.93	P4-G-4	P4 Parking Garage	MCE	$ 2273.00	X	1	X	12	=	$ 27276.00
A.94	TA-FC-ELE	Terminal A Food Court	Northern	$ 2273.00	X	1	X	12	=	$ 27276.00
	DELTA Barriers Designation	**Location**	**Delta Scientific Model #**	**Monthly Unit Maint Price**		**# of Units**		**Months**		**Estimated Total Annual Price**
A95	C-4	West Side Terminal C	TT207S/FM	$ 2273.00	X	2	X	12	=	$ 54552.00
A96	ECHO	West Side Terminal A	TT207S/FM	$ 2273.00	X	2	X	12	=	$ 54552.00
A97	FOXTROT	Wiley Post Road	TT207S/FM	$ 2273.00	X	2	X	12	=	$ 54552.00
A98	GOLF	Bulk Fuel Storage Area	TT207S/FM	$ 2273.00	X	2	X	12	=	$ 54552.00
A99	HOTEL	North of Parking lot P7	DSC501-1	$ 2273.00	X	2	X	12	=	$ 54552.00
A100	INDIA	Adjacent to Building # 80	DSC501-1	$ 2273.00	X	2	X	12	=	$ 54552.00
A101	JULIET	Conrad Road Adjacent to Building #1	TT207S/FM	$ 2273.00	X	2	X	12	=	$ 54552.00
A102			**Exhibit "A" Total Sum of A1 through A101**						=	$ 2,945,808.00

Exhibit B Project Work Pricing Sheet

Provide a lump sum price for the items listed below (See the section of the Specifications entitled "Project Work") Project work may or may not be performed during the term of this contract this decision is at the sole discretion of the manager. Lump sum prices are all inclusive of labor, materials, equipment, supplies, overhead, profit, and any other things necessary to complete the project work. No project shall be started without proper authorization. Lump sum prices and labor rates for project work not started in the first year of the contract will be adjusted in accordance with the provisions of the clause entitled escalations and options. Project Work not completed on time will be subject to liquidated damages as per the clause entitled "Liquidated Damages".

	Description of Work	Price Per Unit		Estimated Number of Units		Total Estimated Price
B1	Remove existing fire service key switches & furnish & Install code compliant standard fire service key switches to meet current New Jersey Code . Supply 2 keys with each switch	$ 350.00	X	50	=	$ 17,500.00
B2	Furnish & Install new elevator travel cables to replace existing cables on 3 elevator P4 parking garage	$ 11,000.00	X	3	=	$33,000.00
B3	Remove existing Dover Elevator controller furnish and install new latest version MCE elevator controller with remote monitoring capabilities Terminal Stations A & B	$ 30,000.00	X	2	=	$ 60,000.00
B4	Remove existing Schumacher Elevator controller furnish and install new latest version MCE elevator controller with remote monitoring capabilities Remote Stations P1, P2 & P3	$30,000.00	X	3	=	$ 90,000.00
B5	**Exhibit "B" Project Work total, sum of items B1 through B4**					$200,500.00

Exhibit C Pricing Sheet

Labor Rates for Unforeseen or Unplanned Work & Rehabilitation work for Elevator, Escalator, Moving Walks and Delta Barriers

	Labor	Estimated # of Hours (5 year base)		Labor Rate		Total Estimated Contract Price (5 Year Base)
C1	**Mechanic** Monday - Friday 0800-1600 hrs	1000	x	$ 125.00	=	$125,000.00
C2	**Mechanic** Monday - Friday 1600-2400 hrs	1000	x	$ 160.00	=	$160,000.00
C3	**Mechanic** Monday - Friday 2400 - 0800 hrs	1000	x	$ 160.00	=	$160,000.00
C4	**Mechanic** All other times including Saturday, Sundays and Holidays	1000	x	$ 160.00	=	$ 160,000.00
C5	**Helper** Monday - Friday 0800-1600 hrs	1000	x	$ 100.00	=	$ 100,000.00
C6	**Helper** Monday - Friday 1600-2400 hrs	1000	x	$ 133.00	=	$ 133,000.00
C7	**Helper** Monday - Friday 2400 - 0800 hrs	1000	x	$ 133.00	=	$133,000.00
C8	**Helper** All other times including Saturday, Sundays and Holidays	1000	x	$ 133.00	=	$133,000.00
C9	**Exhibit "C" Total Estimated Labor Sum of Items C1 thru C8**				=	$ 1,104,000.00

Note: Charges for Labor hours above are all inclusive of wages and benefits and also includes the contractors overhead including tolls, travel time cost of vehicle use and profit.

Exhibit D

Compensation for Parts and Materials Pricing Sheet

Bidder Shall Insert a percentage to be added / subtracted (Bidder shall circle the + or -) to the net cost of parts and materials. The % shall be firm for the duration of the contract and any or all Option Periods.

Item	Estimated Five (5) Year Net Cost	Contractors Percentage* Mark- Up / Mark- Down			Total Estimated Five (5) Year Cost of Parts and Materials
D1	$300,000	X (+)/ - 20 %	plus $300,000	=	$ 360,000.00

"Net Cost" shall be the Contractors actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions and refunds (whether or not any or all of the same shall have been taken by the contractor) of all materials, supplies, tools, and labor purchased or leased by the Contractor solely for use in performing Contractors obligations hereunder provided such purchase or lease has received the prior written approval of the Manager. The documentation that the Contractor receives from it's supplier that accompanies the material will substantiate these charges.

EXHIBIT E Pricing Sheet

Future Equipment

It is currently anticipated , but not guaranteed, that the following equipment will become part of this agreement during the first or second year. Such services should be considered an integral part of this contract as well as an integral part of the bid comparison. This equipment will become part of the contract in it's entirety.

	Equipment Terminal B	Monthly Price Per Unit		Estimated Number of Units		Months/Yr.	Total Estimated Annual Price
E1	Schindler SWE Glass Balustrade Escalator	$ 325.00	X	7	X	12	$ 27,300.00
E2	Thyssen Victoria Model Glass Balustrade Escalator	$ 325.00	X	5	X	12	$ 19,500.00
E3	Holed Hydraulic Service elevator 6000 LB Capacity (4) Landing front and rear center opening doors	$ 325.00	X	2	X	12	$ 7,800.00
E4	Holed Hydraulic Glass Passenger elevator 9,000 lb Capacity four (4) landing front & rear center opening doors	$ 325.00	X	2	X	12	$ 7,800.00
E5	**Exhibit "E" total, sum of items E1 through E4**						$ 62,400.00

EXHIBIT "F" Pricing Sheet

5 Year Price Summary

FA	Total five (5) year cost for Maintenance & Repair of Elevators, Escalator, Moving Walks and Delta Barriers (Item A102 from Exhibit "A" X 5)	$ 14,729,040.00
FB	Total cost for Project Work (Item B5 from Exhibit "B")	$ 200,500.00
FC	Total Cost for Labor (Item C9 form Exhibit "C")	$ 1,104,000.00
FD	Total Cost for Parts and Materials (Item D1 from Exhibit "D")	$ 360,000.00
FE	Total Future Equipment Maintenance & Repair (Item E5 from Exhibit "E" X 5)	$ 312,000.00
FF	**Estimated Total Contract Price for Five (5) years (Sum of Items FA, FB, FC, FD & FE above)**	$ 16,705,540.00

PROCUREMENT
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PART V – SPECIFICATIONS

1. DEFINITIONS

Where the term elevator or escalator is used it shall not be construed as being exclusive. All the provisions of this contract apply equally to elevators, escalators and moving walks and Delta Barriers whether or not each is specifically listed.

To avoid undue repetition, the following terms whenever they occur in this Contract or any of the other papers forming a part of the Contract shall be construed as follows:

"**Facility**" shall mean Newark Liberty International Airport.

"Manager" shall mean the Port Authority representative who will administer this contract and verify contractor compliance.

" Journeyman Mechanic" shall mean an individual who has thorough formal training and extensive hands on experience, achieved competence in the field of elevator/escalator/moving walk, troubleshooting, repair and maintenance.

" Apprentice Helper" shall mean an individual who has thorough formal training and extensive hands on experience achieved competence in assisting the Journeyman Mechanic in the field of elevator/escalator, trouble shooting, repair and maintenance

"Lead Mechanic" shall mean a Journeyman Mechanic who has thorough formal training and extensive hands-on experience, achieved competence in the field of elevator/escalator/moving walk, troubleshooting, repair and maintenance This individual shall be responsible to coordinate all of the contractor's on-site activities including scheduling, manpower, acquiring parts and material, coordinating all work with the Manager, communicating with the Manager, completing all required report submissions. Additionally the Lead Mechanic shall be the Managers prime contact. The Lead Mechanic **must have demonstrated experience in operating a maintenance, repair and rehabilitation operation of similar size and responsibility to that of this contract**.

"Project Manager"

Shall be a member of the Contractor's Branch Office who shall be designated as the Manager's and the Lead Mechanic's off-site point of contact should the need for additional assistance of any kind arise. This person shall intervene to expedite work or resolve maintenance and repair issues when contacted by the Manager.

"Peak Service Hours" The Authority's peak service hours occur from 12 Noon until 11p.m., Monday through Friday. The only maintenance action that shall take place during these hours shall be that which is authorized by the Manager".

"Repair Maintenance" (RM) work may be performed at anytime when a unit has been identified as 1) an inoperative unit; 2) a unit that poses the potential for or has sustained damage during operation, 3) a unit that poses the potential for or has inflicted damage to personal property, and 4) a unit that poses the potential for or has inflicted injury to persons.

"Elevators" shall mean the elevators identified and listed in Exhibit A of the Contractors Bid Sheets, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such elevators.

"Escalators" shall mean the escalators identified and listed in Exhibit A of the Contractors Bid Sheets, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such escalators.

"Moving Walks" shall mean the moving walks identified and listed in Exhibit A of the Contractors Bid Sheets, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such moving walks.

" Delta Barriers" shall mean vehicle-arresting system consisting of a hydraulic power unit, and related controls, hydraulic hoses, bearing blocks, pistons and a steel barrier plate identified and listed in "Exhibit A".

"Inspector" shall mean anyone who inspects, tests and certifies elevators and escalators, and who meets the qualification requirements of The American Society Mechanical Engineers Qualified Elevator Inspector (QEI) - 1.

"ASME A17.1" shall mean the latest edition of The American Society of Mechanical Engineers *Safety Code* For Elevators, Escalators and Moving Walks

"ASME A17.2" shall mean the latest edition of The American Society of Mechanical Engineers *Inspection Manual* for Elevators and Escalators.

"ASME A17.3" shall mean latest edition of The American Society of Mechanical Engineers *Safety Code For Existing* Elevators and Escalators.

"Extra Work" shall mean Work required by the Manager which is in addition to that required by the Contract Specifications in their present form.

"BOCA Building Code" shall mean the applicable BOCA National Building Code.

2. GENERAL WORK REQUIRED

These Specifications relate generally to the maintenance repair and performance of Elevators, Escalators, Moving Walks, Material Lifts and Delta Barrier vehicle arrest systems services at various buildings and locations at Newark Liberty International Airport as shown in Exhibit A of the Pricing Sheets, in the City's of Newark and Elizabeth in the State of New Jersey.

The Contractor is fully responsible for all maintenance and repairs. Any equipment added to this agreement subsequent to the Contract commencement date will be inspected by the Contractor to identify any and all rehabilitation work required to bring the unit into good working condition. If any rehabilitation work is required it will be accomplished under the Extra Work provisions of this agreement after which the Contractor will become fully responsible for maintenance and repairs of the rehabilitated equipment except as noted above.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraphs. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraphs are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

This agreement covers the following categories of work for all elevators, escalators, moving walks, material lifts and Delta Barriers.

a. **Maintenance**

Includes but is not limited to the following:

- Routine work / preventive maintenance
- Non-routine work including *all repairs*, call back service and emergency service.
- Annual cleandowns of escalator interiors as defined herein.

NOTE: Annual Cleandown work for escalators will be performed by a dedicated team, which will be in addition to the resident teams.

- Elevator cleandown of shaft way and rails as more fully described herein. The onsite resident teams can perform this work.
- Glass Cleaning Semi Annual:
  - Elevator cab glass cleaning, interior and exterior.

- Interior elevator shaft way glass cleaning.

NOTE: Glass cleaning is to be performed by a professional glass cleaning company subcontracted by the successful bidder. Elevator / Escalator Contractor is to provide code compliant glass cleaning procedure approved by the manager. The work of glass cleaning is to be supervised by an elevator mechanic to ensure safety for glass cleaning professionals.

i. Daily Records and Documentation

The Contractor shall notify the Manager at the beginning and upon completion of each preventive maintenance, repair or retrofit activity. The Contractor shall provide the Manager with a completed preventive maintenance check chart via e-mail within 24 hours of completion of the preventive maintenance procedure that adequately addresses all ASME, state, and local codes and indicates the date, start and finish times, and total man-hours employed to complete the preventive maintenance task; wear measurements, and meter readings etc. ; and any corrective actions including, adjustments, repairs, lubrication, rust/corrosion resistance (painting) activities etc.
The Contractor shall provide and keep current the "Maintenance Control Program" a suitable check chart and repair log for each escalator, elevator and moving walk posted in the machine rooms or other area designated by the Authority. Check charts and repair logs shall be submitted to the Authority for approval prior to use. Entries shall be made to indicate the status of all scheduled maintenance and repair work performed, including date, the nature of the work, and parts or components utilized to perform such maintenance and repairs. The check charts and repair logs shall be kept on self-duplicating data sheets and shall not be removed from their designated area by the Contractor except for the purposes of reproduction. In such cases check charts and repair logs shall be returned immediately. The Contractor must properly initial the chart to indicate that the work has been accomplished. The duplicate must be clear and legible and remain in the designated area at all times. The duplicates become the property of the Authority.

The Contractor shall provide the Authority a monthly summary of all repair activity on elevators, escalators and walks NO LATER THAN THE 10TH DAY OF THE FOLLOWING MONTH. The summary shall be arranged in a chronological columnar format and shall include the following information: Date out of service, time

out of service, unit identification number, explanation (description of work performed), parts used (including parts put on) and the date and time the unit was restored to service.

The repair summary shall be submitted in hardcopy and on CD.

The contractor shall be responsible for obtaining all technical documentation necessary for maintenance and repair of each type of escalator. The Authority will provide any available documentation that can be released without restriction but it shall be the Contractors responsibility to make copies of such documentation. Lack of such documentation shall not be an acceptable reason for equipment downtime.

The Contractor will be responsible to maintain all equipment records for maintenance, repair, accidents, extra work, vandalism misuse and abuse associated with all equipment. These records must be made available to The Port Authority upon request.

All the Contractors' employees working on the project site shall physically sign in and out for each tour at the Newark Liberty International Airport Electrical Maintenance Office located in Building #80 at Newark Liberty International Airport or an alternate location at Newark Liberty International Airport designated by the Manager. For security purposes, The Port Authority may elect to implement some form of an electronic sign in system, which may be an ID card swipe system, biometric identification system or other electronic means.

ii. Each mechanic shall be equipped with the following:

A. A vehicle to transport tools and materials to the work site.

B. Appropriate tools to perform the required work.

C. A supply of parts to restore service interruptions resulting from common elevator, escalator, moving walk and delta barrier failures such as but not limited to landing and cab door malfunctions, cab leveling adjustments, hall and cab push button station problems and indicator outages, broken escalator comb plates, failed or out of adjustment safety switches, hand rail drive adjustments, comb plate and impact device trips, replacement lamps to conform with the requirements of the Specifications

entitled "Maintenance of Elevators" and "Maintenance of Escalators and Moving Walks".
For delta barriers a supply hydraulic oil, grease and rags

D. Contractor shall provide at no additional cost to the Port Authority Nextel direct connect radio / telephone to be used by contractors resident on site teams to ensure that communications can be achieved 24 hours a day, seven days per week between the Manager, Lead Mechanic and Resident Teams

E. The Lead Mechanic shall be required to carry and respond to hand held radio transceiver supplied by the Airport Electrical Maintenance Department. Upon receiving a call, the Lead Mechanic shall promptly return the call via radio or telephone.

Telephone numbers for the Airport Electrical Maintenance Department are:

(973) 961-6130 or (973) 961-6078

b. Testing

Tests and inspections including code required and random inspections

c. Project Work

(see Exhibit "B" of Pricing Sheets)
also see the Section of the Specifications entitled "Project Work".

d. Misuse, Accidents, Abuse or Vandalism
Repairs required due to misuse, accidents, abuse or vandalism is the responsibility of the contractor. The Authority will provide recompense for vandalized ***material only*** should the material's cost exceed $1,000.00 There will be NO recompense for labor costs that are due to misuse, accidents, abuse and vandalism. See Repairs Resulting From Misuse, Accidents, Abuse or Vandalism.

e. Visual Inspections

The Contractor Lead Mechanics shall perform visual inspections of elevators and escalators, moving walks and Delta Barriers using an established checklist form. Inspections will be performed on ten (10) percent of the covered equipment daily with all equipment visited within a two (2) week period. Contractor will be required to coordinate with the

Manager to establish an acceptable schedule to accommodate these inspections with no impact to maintenance activities or service call responses.
Copies of the completed inspection checklists shall be furnished to the Manager weekly. Deficiencies noted during inspections must be repaired within 30 days or shall be subject to liquidated damages.

f. Maintenance Control Program

Maintenance Control Program: the Contractor shall have a code compliant "Maintenance Control Program" in place before starting work. This plan must be submitted to the Authority for review and approval. This is to be a written Maintenance Control Program as required by section 8.6 of the ASME A17.1 Elevator Safety Code 2004 edition or as modified in later editions.

g. Code Compliance

The agreement requires the Contractor to become fully responsible for the maintenance as specified elsewhere herein of elevators, escalators, moving walks and delta barriers including the replacement of all parts, except those parts listed in the clause entitled "Parts Exclusion" and all labor required to continually keep the elevators, escalators and moving walks in compliance with the applicable ASME A17.1 Elevator and Escalator Safety Code and the ASME A17.3 Safety Code for Existing Elevators and Escalators.

h. Inventory And Replacement Of Parts

The Contractor shall stock, keep and maintain in a place that allows quick access in the New York-New Jersey Metropolitan Area, a sufficient supply of spare parts and materials, tools and other equipment as may be necessary to make replacements and repairs without delay. Any delay in performing any of the requirements of this Contract resulting from lack of necessary parts and/or materials may, at the Manager's discretion, result in the assessment of liquidated damages as per the clause entitled, "Liquidated Damages."

The Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each piece of equipment covered by this contract.

The inventory shall include, but not necessarily be limited to, the following:

1.) Lamps for elevator cab lighting, COP's & escalator D-marc lights

2.) Door operator motors and gear reduction units.

3.) Transformers and rectifiers for each type and size used.

4.) Relays and switches, minimum one on each type.

5.) Generator and motor brush sets for each type and size used.

6.) Controller and selector switch contacts and coils for each size and type used. Electronic components (one complete set of each manufacturer).

7.) Selector tapes and selector motor (when used).

8.) Door interlocks.

9.) Car door electronic edge completes, each type.

10.) Escalators - spare parts - on site minimum inventory at all times as follows:

(a) 10 steps per unit type
(b) 30 step rollers per unit type
(c) 10 of each type of comb segments
(d) One full step chain for each type of escalator

11.) All necessary lubricants and cleaning materials.

12.) The Contractor shall provide at each machine room a fire resistant metal bucket for storage of rags. There shall be no combustible material stored in any machine room.

13.) The Contractor shall provide and maintain fire extinguishers in each elevator machine room.

14.) Parts inventory requirements: Contractor agrees to the following requirements and authorization of parts used in the Work:

15.) Major components parts (electrical): motors and drive assemblies are to be maintained in stock.

16.) Major components parts (mechanical): if Contractor does not have machine gears, frames, sheaves, transmissions and similar mechanical components in stock, he must provide Owner with current information of sources for these items which can be obtained within two (2) working days.

17.) Special electrical parts Contractor acknowledges that elevator and escalator control systems contain solid-state printed circuit modules. Contractor agrees to maintain in inventory, a sufficient amount of modules and component parts to replace and or repair any of these units should failure occur.

18.) Job materials inventory: Contractor will maintain a supply of contacts, coils, brushes, lubricants, rollers, wiping cloths and minor parts in each elevator machine room, properly stored in an approved parts cabinet.

19.) Spare parts inventory: Contractor will maintain a supply of genuine original equipment manufacturer's replacement parts in their warehouse inventory. This inventory will include, but not be limited to, generator rotating elements, door operator motors, brake magnets, brushes, controller switch contacts, selector tapes, door hangers, roles, hoist way limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.

i. Replacement Parts Policy

Contractor will not alter equipment parts and O.E.M. design with other manufacturers' parts or design unless approved by the Manager and if the O.E.M. has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the O.E.M. but supplied to the O.E.M. as part of their overall product may be acceptable if said party is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers and, upon written authorization from the owner or owner's representative, may be used in lieu of the O.E.M. parts.

Contractor agrees to maintain a diagnostic tool and one set of spare boards for each equipment model, as required, on the job site for the entire length of the contract. Any boards used out of stock will be

replaced within twenty-four (24) hours.

The Contractor will supply the Authority with a spare parts inventory list on a quarterly basis. When it is necessary for the Contractor to replace any part or item of material during the performance of Extra Work under this Contract, the Contractor shall first submit to The Authority for its approval the name of the item, the identifying number therefore, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that The Authority is to be billed therefore. The Authority shall have the option of a) approving same; or b) supplying said material to the Contractor itself provided it is of equal quality to that proposed by the Contractor.

ii. Parts Exclusion

The-contractor *will not* be responsible for the following:

(a) Elevators:

- Refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels frames and sills, car flooring and floor covering, replacement of main line power switches, circuit breakers and feeders to disconnect switch, hydraulic cylinders and underground hydraulic piping.

(b) Escalators:

- Balustrade repair and replacement, (excluding skirt panels).

(c) Delta Barriers

- Underground hydraulic hose, electrical service, electronic control boards, barrier pushbutton control panel.

i. Callback Services

The Contractor's on-site staff shall handle all callbacks. Contractor shall provide additional manpower, at no additional cost to the Authority, should the on-site staff be unable to perform any required repairs in a satisfactory time frame as determined by the Manager.

All repairs and adjustments to the elevators, escalators and moving walks are required to be made immediately. The Contractor's staff responding-to emergencies on elevators,

escalators, moving walks and delta barriers are required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor **must** supply such labor and/or materials within the time period designated by the Manager but in no caselater than four (4) hours following the Manager's concurrence that such labor and/or materials are required. Such delay in performing the repair will require the approval of the Manager or his designee. The Contractor will be compensated as provided in the Extra Work clause of the Contract only for those repairs that are designated by the Manager as falling under the section of the Specifications entitled "Repairs Resulting From Negligence, Misuse, Accidents or Abuse."

j. Rehab Work

The Contractor shall perform all necessary work required to bring each unit into conformity with the applicable ASME A17.1 Elevator and Escalator Safety Code and the ASME A17.3 Safety Code for Existing Elevators and Escalators.

It is the responsibility of the Contractor to identify all required work. Failure of the Contractor to identify all required work does not relieve the Contractor from responsibility to bring all units into conformity with the aforementioned Elevator and Escalator Codes.

Within two weeks after the commencement date of this agreement, the Contractor shall deliver to the Manager for review and approval a prioritized work schedule with projected completion dates for all rehabilitation work. Rehabilitation work for each unit will be in accordance with the approved schedule.

k. Project Work

The Contract includes Project Work which The Authority may elect to perform to address changes necessary as the result of revised Code Conformance requirements or to enhance the performance and/or aesthetics for the elevator and escalator units included herein. The contractor shall not begin any Project Work until authorized by the Manager. None of this Project Work is guaranteed to be authorized by the Authority.

Contractor and Manager will mutually agree to Project Work start and completion dates.

Project Work currently identified consists of the following

1. Furnish & install code compliant standard fire service keys to meet current New Jersey code to replace existing fire service key switches on fifty (50) elevators.

2. Replace elevator traveler cables including adding a junction box in the existing elevator shaft way for each of three (3) elevators in P4 garage.

3. Remove existing Dover elevator controllers and furnish and install new latest version MCE elevator controllers with remote monitoring capabilities for a total of two (2) elevators located at Airtrain Stations in Terminal A & B

4. Remove existing Schumacher elevator controllers and furnish and install new latest version MCE elevator controllers with remote monitoring capability for a total of three (3) elevators located at Airtrain Stations P1, P2 and P3

The Contractor shall perform all necessary work required for these projects for the bid price inserted by the Contractor for the applicable project in "Exhibit B" of the Contractor's Bids Sheets.

At the Manager's discretion, additional projects may be identified during the term of this agreement. Compensation for the labor portion of these projects will be in accordance with the labor rates designated in "Exhibit C Labor Rates" of this Contract. Compensation for all materials utilized shall be computed in accordance with the "Exhibit D Material Mark up" of this contract.

Lump Sum Prices and Labor Rates for Project Work not started in the first year of the Contract will be adjusted commensurate with the provisions of the clauses in the Contract entitled, "Price Adjustment" contained in Part III, Section 4 of this agreement.

l. Inspection and Testing

(A) **General**

The Contractor shall perform acceptance, periodic, and periodic with test inspections and tests of the escalators, moving walks, and elevators in accordance with the requirements of the latest editions, including supplements, of both the Safety Code for Elevators and Escalators, (ASME A17-1) and the applicable Inspectors, Manuals for Elevators and Escalators, (ASME A17.2.1 - electric elevators, A17.2.2 - hydraulic elevators and A17-2.3 - escalators and moving walks) and provisions of governmental regulations (for example, New Jersey Administrative Code) which would be applicable if The Authority were a private corporation. The Contractor shall perform the inspections and tests indicated in (B), (C) and (D) of this Section.

All costs for all inspections and tests shall be included in the prices given in Exhibit A. The Contractor shall provide all equipment materials and apparatus for the Contractor to properly perform the inspections and tests. Except as noted ' the Manager will inform the Contractor of the schedule of inspections and tests approximately one week in advance. This is so that The Authority can have an inspector witness the tests and inspections. The Contractor must properly document all the inspections and tests regardless of any other reports generated by any other parties (for example, Inspectors, etc.). If for any reason the inspections and tests are delayed, extended or rescheduled, then the Contractor shall be responsible for completing the inspections and tests at no additional cost to The Authority.

In New Jersey, the Periodic Inspections and Periodic Inspections and Tests will be performed once each annually or at such other frequencies as the Manager may designate based on changes in the NJ Administrative Code or other applicable code. It is anticipated, that they will be conducted in an alternating basis at regular six-month intervals. This represents the two-code inspections and tests required in New Jersey.

The Authority shall have the right to perform its own inspections and tests of the equipment at any time or request that the Contractor assist them in their tests and inspections.

Any deficiencies discovered as a result of the inspections and tests performed by the Contractor and/or The Authority shall be corrected immediately by the Contractor, after which the equipment shall be retested by the Contractor to verify that the deficiencies have been corrected to the satisfaction of the Manager, or his authorized representative. Upon completion of these inspections and tests and the correction of

deficiencies, the Contractor shall render to the Manager a written statement of the results of the inspections and tests. All retesting herein shall be at no additional cost to The Authority.

(B). After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.

(C). Contractor shall at no additional cost to the Authority coordinate the annual elevator state test of smoke detector and emergency generator systems, as applicable, with the Authority, smoke detector Contractor and emergency generator Contractor. In order to meet the requirements of the test, the Authority shall be responsible for any costs associated with their own work forces, smoke detector and emergency generator contractors.

(D). The Contractor shall provide manpower as required to assist in all the Authorities inspections, tests, and equipment evaluations. The Authority shall, at all times, have the right to make inspections of escalator and elevators and the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by the Authority. All of the above will be at no additional cost to the Authority.

(E). The project manager or supervisor is responsible to respond to any elevator or escalator accident involving injuries that require medical attention and any elevator entrapments in which police/fire department respond and/or inquires occur.

(F). Contractor at the Authority's direction, must respond with available on site personnel to inspect, evaluate condition etc. of equipment following any flood, weather problems, major incident, accident, fire etc and respond in writing accordingly.

m. Repair Resulting From Misuse, Abuse or Vandalism

The Contractor shall be entitled to compensation in addition to that specified in the "Schedule of Prices", only for such portion of the cost of any tests, repairs and replacements as are necessitated directly by misuse, accidents or abuse which are not the fault of the Contractor as affirmatively demonstrated by him to the sole

satisfaction of the Manager. In determining the amount of such payment by The Authority to the Contractor, there shall not be included in the amount of such payment the already depreciated cost of parts required to be repaired or replaced and that which would, in any event, require repair or replacement (at the time or ultimately) as part of the Contractor's maintenance obligations without separate payment. Compensation for any repairs or replacements under this paragraph shall be for material/ parts cost only and only those costs exceeding $1,000.00.

There will be no additional compensation for Labor resulting from repairs associated with vandalism, misuse or abuse.

The Contractor shall immediately perform all required repairs and replacements regardless of the cause thereof, except repairs or replacement work which the Contractor considers to be "Extra Work", which shall not be performed absent prior notice to and approval of the Manager.

Nevertheless, should the Manager order the performance of such work without designating it as Extra Work, the Contractor shall comply but shall within twenty four (24) hours give written notice to the Manager stating why he deems it to be Extra Work and shall moreover furnish to the Manager such reports, records and receipts as are required pursuant to the clause of the Contract entitled "Extra Work". The failure of the Contractor to inform the Manager prior to the performance of Extra Work that he deems to be Extra Work, or to serve such notice or to furnish such reports, records and receipts shall be deemed to be a conclusive and binding determination on his part that the work is not Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages by reason thereof, such written notice, reports, records, and receipts being a condition precedent to such claims.

n. Wiring and Control Diagram Management

a) The Authority shall endeavor to provide the Contractor with copies of the schematic electrical diagram of the elevators/escalators covered under this agreement.

b) If, in the course of the Contract, changes are made to he wiring and/or other control apparatus, the Contractor will update the diagrams and provide The Authority with two (2) sets of the altered documents clearly showing all changes.

c) If, in the course of the Contract, existing systems are rehabilitated or otherwise upgraded, the Contractor shall provide The Authority with two (2) sets of "as built" control schematics and field wiring diagrams.

All wiring diagrams, control schematics and similar documentation shall become and remain the property of the Authority.

o. Breakdown, Malfunction Or Damages

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, he shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Contractor and shall remain in place until necessary repairs are completed, and shall comply with all applicable codes.

Maintenance under this contract shall be provided at a constant, high quality level to properly protect all elevator, escalator, moving walk and Delta Barriers equipment from deterioration and to provide constant peak performance of all elevators, escalator, moving walk and Delta Barriers resulting in a minimum of down time for any portion of the system.

If for any reason an elevator, escalator, moving walk or delta barrier should be out of service for more than the usual trouble shooting time of 30 to 60 minutes, the Contractor shall notify the Manager when the elevator, escalator, moving walk or delta barrier was taken out of service, the reason why and what time the elevator, escalator, moving walk or delta barrier is expected to be put back in service for proper and safe operation.

Equipment identified from visual inspection that is in need of repair must be repaired within 30 days of noted deficiency.

When an elevator, escalator or moving walk covered by this agreement is shut down, a sign shall be placed at each opening on all floors stating: "This elevator/escalator or moving walk is being serviced." A record shall be maintained by the Contractor of routine maintenance items in need of correction, which come to his attention, and he shall provide this list to The Authority for necessary corrective action during the Contractor's routine visit.

For planned shut downs more than one day, the Contractor shall post a sign in the vicinity of the elevator or escalator at least two days in advance to advise patrons or intended shut down and duration. The Manager shall approve the format of the sign.

3. SPACE PROVIDED TO THE CONTRACTOR

The Port Authority of NY & NJ will furnish the Contractor without charge non-exclusive space for an office, locker room, work area, lavatory and washroom for the employees of the Contractor at Newark Liberty International Airport. The Port Authority of NY & NJ will provide space for the storage of the Contractor's tools, equipment, materials and supplies. Said facilities and/or space will be designated by the Manager and may be changed at any time or from time to time at his discretion. The Contractor shall at all times, maintain and clean these facilities and all fixtures, equipment and other appurtenance located therein, and maintain them in an orderly and neat appearance as approved by the Manager.

*** The Port Authority of NY & NJ will provide magnetic proximity cards or other means of electronic individual identification such as biometric scanning for access to these rooms, by the contractors' personnel.*

a. Contractor Will Supply and Maintain On Site:

- A computer for sending and receiving electronic mail and operating the "Computerized Maintenance Management System".
- A facsimile machine
- A computer printer
- A company phone

b. Examination Of Space Provided

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

4. CONTRACTOR'S STAFF REQUIREMENT

a. Security Requirements

Employees of companies contracted by the Port Authority of NY & NJ to perform services at Newark Liberty International Airport must have security identification badges. Therefore, the successful bidder, at the time

of contract award, must submit a corporate package (company I.D. request form) to the Security I.D. Office at Newark Liberty International Airport. The Contractor must designate one or more persons to become Company Issuing Officers. This individual will be responsible for processing all Security I.D. applications and must attend an Issuing Officer training session conducted by the Port Authority Security I.D. office prior to being certified as an Issuing Officer. A detailed description of the Issuing Officer's responsibilities can be obtained upon request, from the Port Authority Security I.D. office at Newark Liberty International Airport

Issuing officers must attend (1) one (4) four-hour Issuing Officer training session held at Newark Liberty International Airport. The Issuing Officer will be responsible to assist contractor personnel in obtaining Authority airport Identification.

There will be no additional compensation for time spent by contractors' personnel to attend this training class.

All contractor employees permanently assigned to work at Newark Liberty International Airport during the term of this contract must obtain Authority Airport ID. Each person applying for an ID must attend (1) one (4) four-hour SIDA training class discussing ID responsibilities.

There will be no additional compensation for times spent by contractors' personnel to attend this training class.

i. Individual Requirements

I.D. applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain an I.D. card. Applicants who do not pass the CHRC will not be eligible to work at Newark Liberty International Airport on this contract. The fingerprinting fee is presently $27.00 per person. Contractor must pay this non-reimbursable fee.

Applicants must:

- Complete the Port Authority Security I.D. Application form (PA 3757) and present it to an authorized issuing officer for signature.
- All vehicle operators must possess a valid drivers license
- Complete and pass the SIDA and Port Authority Driver Training class if necessary.
- Clear (CHRC) fingerprint background check.
- Provide two forms of identification including a valid Social Security Card and a Government issued picture I.D. card.

**The CHRC takes an average of two weeks for approval. The Authority therefore urges applicants to submit their applications as soon as possible. The Manager of this contract, will provide the Security I.D. Application form (PA 3757)

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

The Port Authority may impose, increase and/or upgrade security requirements of the Contractor and its staff during the term of the Contract to address changing security conditions and/or new governmental regulations. Accommodate all such impositions, increases and/or upgrades at no cost to the Authority.

Arrange for dedicated personnel assigned to this Contract to also obtain at no cost to the Authority a U.S. Customs Hologram for access to high security buildings. Staff must meet the established criteria required by the U.S. Bureau of Customs and Border protection.

ii. Bonding

The Contractor must obtain at his own expense an Airport Customs Surety Bond. Currently a $25,000 bond is required for 25 employees or less.

b. Personnel Requirements

The Contractor (and any subcontractor) shall furnish competent and adequately trained personnel to perform the Work required hereunder. Maintenance shall be performed by Journeyman Mechanics, competently supervised, who shall be qualified to keep the elevators, moving walks and escalators adjusted and repaired and in proper operating condition. If, in the opinion of the Manager, any employee so assigned is performing his functions unsatisfactorily, the Contractor shall replace him within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

A Journeyman Mechanic shall perform all work on elevators, escalators and moving walks and must have a minimum of five (5) years experience as a Journeyman Mechanic. Apprentice Helpers shall have a minimum of one (1) year experience. The Journeyman Mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of these particular types of elevators and escalators. The Contractor shall, if requested by the Manager or his Authorized Representative, furnish proof of this training and experience to the

satisfaction of the Authority.

The Contractor, his mechanics and other personnel shall adhere to the Authority's safety standards and rules and shall comply with all directives issued in the interest of public safety when so notified by the Manager or his Authorized Representative. The Contractor's personnel shall immediately comply with all directives issued by the Authority's Police officers. Failure to comply with authorized directives shall cause the Authority to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing work required hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff.

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

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

c. Safety Training

The contractor's employees are required to attend monorail safety certification training (currently 4 hours every 3 years) and Amtrak safety training (currently 2 hours yearly) sessions at the required intervals at no additional cost to the Authority.
Training sessions will be held at a designated location at Newark Liberty International Airport.

d. Personnel Uniforms and Badges

The Contractor shall provide for his personnel all necessary distinctive uniforms and identification badges or woven identification insignia of a type, style and color which shall be subject to the prior and continuing approval of the Manager, and the Contractor's employees shall wear these uniforms and identification badges or insignia at all times when performing the operations hereunder.
Employees without proper identification shall not be permitted to work. The Contractor's personnel must wear the uniforms at all times while

working at the facility. The Contractor shall be responsible to ensure that its employees are wearing proper shoes for the task being performed.

The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes and the exercise of this right shall not limit the obligations of the Contractor to perform the work.

e. Transportation

The Contractor shall provide two (2) work vehicles, which will remain on site for the transportation of personnel, materials and equipment to the various job sites at the facility. The vehicles will be one (1) full size cargo van and one (1) full size pick up truck. One (1) of these vehicles must be equipped with a power operated lift gate for moving heavy equipment. Each of these vehicles shall be no more than three (3) model years old and shall be kept in clean, presentable condition free of dents.

All Contractors' vehicles operated at the facility in connection with this Contract shall be clearly labeled on both sides of the vehicle with the Contractor's name and address in contrasting lettering having a minimum dimension of 2" high with 1/2" thick lines. The Authority will provide undesignated parking for Contractor employees personnel vehicles for personnel assigned to work at Newark Liberty International Airport under this contract and while on duty only.

The Authority will designate parking for the two (2) vehicles permanently assigned to the site.

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

f. Minimum Staffing Requirements

i. Project Manager

1 Project Manager - Available during normal working hours Monday – Friday 0700-1500 and all other hours only on an emergency basis as determined by the Manager.

At a minimum, the Contractor is required to assign on a full time basis **the following staff which will be on site at Newark Liberty International Airport** at the

designated times listed below. These individuals will work exclusively under this contract on Port Authority equipment covered herein at these designated times.

ii. Lead Mech

1 Lead Mechanic - To work the hours of 0700 - 1500 Monday through Friday (Excluding Holidays)

iii. Resident Team

3 Resident Teams -To work the following hours:
1 Team to work 2400 to 0800 (Seven (7) days per week)
1 Team to work 0800 to 1600(Seven (7) days per week)
1 Team to work 0700 to 1500 (Five (5) days per week Monday through Friday)
(Resident team consists of 1 mechanic & 1 helper)

iv. On-Call Resident Team

1 On Call Resident Team - To work the hours of 1600 - 2400 Seven (7) days per week (On call team consists of 1 mechanic & 1 helper)

v. Function Of Lead Mech

- To provide daily supervision for the work force to safely and properly perform scheduled maintenance routines and repairs of all elevators, escalators, moving walks and delta barriers covered by this agreement.
- Obtain and Maintain sufficient supply of materials and spare parts for proper and safe operation of all elevators, escalators, moving walks and delta barriers covered by this agreement.
- Coordinate all scheduled maintenance routines and repairs, which involve removing an elevator, escalator, moving walk or delta barrier from service with the Manager or designee.
- Report immediately discovery of any damage, signs of disrepair to, mechanical breakdown of or malfunction of, elevators, escalators, moving walks or delta barriers covered under this contract to the manager or designee.

Perform daily visual equipment inspections.

vi. Function Of Resident Team

- Perform specified routine maintenance as directed by the Lead Mechanic on all elevator, escalators, moving walks and delta barriers.
- Perform specified repair work as directed by the Lead Mechanic on all elevator, escalators, moving walks and delta barriers.
- The team will also be responsible to respond to service calls and emergencies involving all elevators, escalators, moving walks and delta barriers covered under this contract.

vii. Function Of the On Call Resident Team

- To provide a quick response to elevator, escalator moving walk and delta barrier stoppages and trouble calls.
- Perform specified routine preventative maintenance as directed by the Lead Mechanic
  Perform specified repair work as directed by Lead Mechanic.
- The On Call Resident Team may be utilized to assist other mechanics performing maintenance specified herein provided that the on call mechanic and / or helper can safely abandon the maintenance activities immediately to respond to elevator, escalator, moving walk and delta barrier stoppages and trouble calls which are the prime duties of the on call team.

5. EXECUTION OF WORK

a. Right To Observe and Inspect

The Port Authority of NY & NJ by its officers, employees, and representatives shall have the right at all times to enter upon the facilities, work areas and/or spaces provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for performing of any act or thing which The Port Authority of NY & NJ may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing The Port Authority of NY & NJ shall have the right, for its own benefit or for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the facilities and/or space and to enter upon the facilities and/or space at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood that the foregoing shall not impose or be construed to impose

upon The Port Authority of NY & NJ any obligations to inspect, construct or maintain or to make repairs, replacements, alterations or additions nor shall create any liability for any failure so to do.

b. Computerized Maintenance Management System (CMMS)

The contractor shall have a CMMS, approved by the manager, to create, manage, track and store information on all work, work orders, tests, call backs, incidents, repairs, failure analysis reports and fault tracking work and all other work pertaining to the equipment.

This CMMS will include web-based access for The Port Authority Manager to view, print and save information on all work, work orders, tests, call backs, incidents, repairs, failure analysis reports and fault tracking work and all other work pertaining to the equipment.

The system will also track onsite inventory and parts usage on this Contract.
This CMMS will include contractors "Maintenance Control Program" and central dispatch service with all calls being monitored and routed through contractors' dispatch service which is available twenty four (24) hours per day, seven (7) days per week.

CMMS system must have the following components:

- Work order maintenance system meeting the minimum ASME code requirements and manufacturers recommended maintenance for each unit.
- Ability to schedule maintenance planning and to provide this information to the Authority on a daily bases.
- Ability to create routine, non routine maintenance and repair work orders
- Ability to track maintenance and repair history and costs of such maintenance and repairs for each unit. This information is to be made available through a web based format to the Authority
- Ability to track contractor response time

c. Service Maintenance Form

The Contractor's serviceman shall report to the Manager or his designated representative at the start and completion of each maintenance routine, and said servicemen shall keep the Manager informed of the work performed

by them by furnishing him with a completed "Service Maintenance Form" (Attachment A), which shall include in addition to any pertinent data, such data as times of arrival and departure, materials replaced, the hours any escalator, moving walk, or elevator was out of service, a checklist indicating the specific components which were inspected and/or adjusted, and the workmen's names. A completed copy of the Contractor's "Service Maintenance Form" shall be attached to and submitted with each of the Contractor's invoices. Prior to the institution of its use, the format of the "Service Maintenance Form" shall be submitted to the Manager for approval.

d. Service And Daily Log Book

The Contractor shall maintain Authority provided service log books kept in each elevator machine room and at designated locations for the escalators and moving walk. The Contractor shall make the following entries upon each visit to the service equipment.

1. Record time arrived at location.
2. Note purpose of visit, i.e., routine P.M. or call back, etc.
3. Record specific work performed.
4. Operating condition of equipment at time of departure.
5. Time of departure.
6. Signature of service person.

The contractor shall maintain a daily log book in their on site office to log various daily activities, calls & repairs.

e. All Service Calls

All calls for service or repair will be dispatched through Contractor's dispatching service 24 hours per day, 7 days per week. Contractor shall provide toll free phone number for Authority use when reporting equipment trouble.

f. Scheduling Of Work

The contractor will be responsible for daily scheduling all work, routine, non-routine maintenance and repair. Contractor will use the computerized web based "Computerized Maintenance Management System" along with the contractors "Maintenance Control Program" to produce daily work orders and a daily schedule.

g. Daily Schedule

Contractor shall submit a daily manpower schedule indicating the work to be performed and the responsibilities of the contractors job site personnel for that day. The schedule shall be submitted in a format acceptable to the manager and must be provided to the Authority 24 hours before the work schedule goes into effect.

6. SPECIFIC WORK REQUIRED

a. Maintenance Of Escalators And Moving Walkways

In performing maintenance, the Contractor shall use all reasonable care to keep the escalators in proper, safe, and efficient operating condition, twenty four (24) hours a day, seven days a week, including legal holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. Maintenance shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to other equipment for maintenance. All maintenance shall be, as a minimum, in accordance with the manufacturer's recommendations, ASME A17.1 and in accordance with the provisions of law, as well as all governmental rules, regulations and orders which would be applicable if Port Authority were a private corporation. This includes but is not limited to the New Jersey Administrative Code. Whenever services are rendered under this Agreement, it shall be the Contractor's responsibility to contact the Manager or his authorized representative to report the kind of service rendered.

1. The Contractor shall maintain each escalator in proper adjustment for smooth, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants and lubricate all parts as recommended by the manufacturer and make any necessary adjustments to each escalator at least semi monthly. Manufacturer's approved lubricants and cleaning materials or the Contractor shall furnish the equivalent approved by the Manager. The use of excessive amounts of lubricant is to be avoided.

2. The preventive maintenance specified herein below is considered the minimum for each escalator and its individual components. If specific equipment covered by this Contract requires additional preventative maintenance for safe reliable operation, as specified

by the Manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventative maintenance without added cost to PA.

3. At a minimum, the Contractor shall perform maintenance service for each escalator at the frequencies indicated hereunder. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance. Any revisions of an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager shall have the right to revise an established maintenance time schedule by giving the Contractor one-week notice and at no additional cost to The Authority

4. Any part or parts of the escalators, which for any reason become unsuitable for use shall be repaired or replaced with new components of the same manufacturer and of current design by the Contractor. Such repair or replacement are included in the Contractor's monthly price for maintenance unless the Contractor demonstrates the applicability of the clause entitled "Repairs Resulting from Negligence, Misuse, Accidents, Vandalism or Damage caused by Foreign Objects" of the Specifications. Such parts shall include, but shall not be limited to: Machines, gears, bearings, worms sheaves, sprockets, brakes, chains, belts, steps, pallets, switches, conductors, wiring, cables, electrical and mechanical components.

5. All wiring, conductors, cables and conduits for power, lighting and control, on the load side of the disconnect switch, shall be maintained in proper working order by the Contractor.

6. Refinishing and replacement of balustrades panels if ordered by the Superintendent shall constitute extra work. Skirts and their finish shall not be considered extra work.

7. Cleandowns: All escalators covered under this contract must be cleaned down during the first 12 months after the effective date of the Contract and then at the frequencies designated herein in "Attachment B" thereafter. The Contractor shall completely clean each escalator and moving walk as described below.

   Cleandowns will take a maximum of three (3) calendar days to complete.

   The Contractor shall remove the pallets, at least half of the steps, and all panels or covers necessary to completely access the interior

of the units. The entire interior of each unit shall be cleaned with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps, pallets, belts, handrail systems, chains, pits, trusses, roller tracks, and interiors of balustrade, skirt and newel panels. All removed parts shall be temporarily stored, and the unit barricaded as approved by the Manager. Thoroughly inspect the escalators interior, check all safety switches for proper operation and adjust as necessary, inspect roller tracks for alignment; realign as required. Replace all worn components such as wheels, axles, bearings chains and sprockets as needed. The unit shall be reassembled after the cleaning is complete.

8. The Contractor at no additional cost to the Port Authority shall maintain any component of the existing escalators maintained under this Contract that is repaired, replaced or refinished by the Contractor or by others.

9. The escalators shall be properly barricaded at both ends to prevent access during all work. The Contractor is to provide all needed barricades and post "OUT OF SERVICE" signs, with required start/end dates, at each end.

   No safety or electrical protective devices shall be rendered inoperative except where necessary during testing, inspection or maintenance. Such devices shall be restored to their normal operating condition immediately afterwards.

b. Schedule Of Maintenance Of Escalators And Moving Walkways

   The Contractor shall make as a minimum, the following scheduled maintenance checks and services (PM's) to each of the escalators and moving walks all their individual components, and at the indicated frequencies:

   In addition Contractor will follow the maintenance schedules as per each escalator manufacturers specified maintenance.

1. Monthly (PM's) (12 times per year per unit at approximately four week intervals)

a. Open pits shall be barricaded to prevent public access.

b. During maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the mainline switch. The mainline switch shall be mechanically locked out in the off position while working inside the normal PA of moving gear.

c. Clean and inspect controllers, relays, fuses, switches, timers and switches, timers and contacts. Repair as required.

d. There shall be a visual contrast between the combs and steps or pallets. Adjacent floor surfaces shall be continuous at the top of the landing plates, with no abrupt changes in elevation of more than ¼ inch.

e. Worn or damaged equipment creating a safety hazard shall be replaced.

f. All safety and operating devices shall perform both mechanically and electrically at least in accordance with the manufacturer's criteria and the applicable ASME A17.1, New Jersey Administrative Code requirements. Check operation of controller.

g. On cleated risers there shall be engagement between the riser cleats and the slots on the adjacent step tread and between adjacent pallets.

h. The clearance on either side of the escalator steps between the step and the adjacent skirt shall not be more than three sixteenths of an inch (3/16"). Worn skirts shall be refinished or replaced at the superintendent's discretion.

i. Handrails:

(1) The use of hinges for splicing is prohibited.

(2) Do not apply paraffin wax directly to handrail. Wax the edges of the handrail guide when lubrication is needed. Also inspect handrail guide and remove all burrs and rough spots. Clean out any dust, and lint present in the system.

(3) Adjust the handrail tension and observe if there is handrail wear and tear. Repair or replace as necessary.

(4) Replace any worn or missing handrail entry guards.

(5) Check handrail drive belts, chains and rollers for wear, proper tension, and abnormal noise and replace as necessary.

j. Brake functions shall be checked. Repair as required. The brake shall be adjusted to meet all ASME A17.1 requirements and Manufacturers Specifications.

k. Any comb section that doesn't meet the ASME A17.1 or the A17.2 codes shall be replaced or at the Manager or his designee's sole discretion at no cost to the Port Authority.

l. Any step tread that does not meet the A17.1 or the A17.2 code shall be replaced at the Manager or his designee's sole discretion at no additional cost to the Port Authority.

m. Combplate teeth shall mesh with and set into the slots in the step tread or treadway surfaces so that the points of the teeth are always below the upper surfaces of the treads. Remove any debris.

n. Pits at the ends of each unit and spaces under the balustrades shall be swept or vacuumed clean of all debris by the Contractor at least once a month.

o. The Contractor shall treat the exposed surface of the skirt panels adjacent to the steps with a friction reducing spray material such as "ACCEL" as manufactured by Certified Laboratories, Kendall Park, NJ or an equal approved by the Superintendent. This is not required for skirt panels made of low friction materials as specified in the ASME A17.1 Code. The Contractor shall use a spray funnel and take other precautions to assure that no overspray gets onto either steps or comb plates, and wipe off any such overspray in order to prevent a slipping hazard.

p. All panels, covers and trim are in place, secured and free from excessive gaps, pinch points, sharp edges or tripping hazards.

q. Start key switches shall be self-centering and the key must not be removable in the run position. Stop switches and audible alarms shall be operational.

r. Lubrication of all parts requiring lubrication shall be made in accordance with Manufacturer's recommendations and using approved lubricants.

s. All lighting associated with the escalators shall be relamped as necessary during each maintenance service visit by the Contractor including, but not limited to, pit and equipment room lights, tread demarcation lights, comb illuminators, skirt lights, handrail lights and newel lights.

t. Check drive motors for any irregularities, proper lubrication and repair as necessary.

u. Check tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as required.

v. Check all bearings, chains, belts, rollers, cables, pulleys, and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as required.

w. Check all ceiling intersection guards, deck barricades, and anti slide devices. Replace/repair as necessary.

x. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code. Including floor plates finishes and textures.

ANNUAL PM (once per year)

1) Examine all safety devices and conduct the Periodic and Periodic inspections plus test as required. All tests shall be performed in accordance with the provisions of the American National Standard Safety Code for Elevator, Escalators and Moving Walks current edition.

2) Full clean down of each escalator and moving walk by removal of at least half of the steps. Contractor is to provide a labor report including mechanics name, unit # date, time and description of work performed during the cleandown.

3) Take oil samples of the escalator drive station, these oils samples are to be analyzed by an authorized company in the business of oil sampling. The results of this oil sample will be attached to the cleandown labor report.

c. Maintenance Of Elevators

The work described under the following paragraphs shall be performed by the Contractor staff assigned to the Contract on full-time basis as further described in the clauses of the Specifications entitled "Minimum Staffing Requirements"

The monthly maintenance prices for elevators, stated in Exhibit A of the Contractor's Price Sheets, shall include compensation for the full-time staff assigned to perform maintenance of elevators. Such maintenance shall consist of the services outlined below as a minimum.

1. In performing maintenance, the Contractor shall use all reasonable care to keep the elevators in proper, safe, and efficient operating condition, twenty four (24) hours per day, (7) seven days per week including legal holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and do all things necessary or proper for or incidental to such maintenance. All maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. **All maintenance shall be at the minimum in accordance with the manufacturers recommendations, ASME A17.1 and in accordance with the provisions of law, as well as all governmental rules, regulations and orders which** would be applicable if The Port Authority of NY & NJ were a private corporation. This includes, but is not limited to the New York City Building Code and/or the New Jersey Administrative Code as applicable. Whenever services are rendered under this Contract, it shall be the Contractor's responsibility to contact the Manager or his authorized representative to report the kind of service rendered.

2. The Contractor shall maintain each elevator in proper adjustment for smooth, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants and lubricate all parts of machinery and equipment requiring lubrication as recommended by the manufacturer and make any necessary adjustments to each elevator at least semi-monthly. Manufacturers approved lubricant and cleaning materials or the Contractor shall furnish the equivalent approved by the Manager. The use of excessive amounts of lubricant is to be avoided.

3. The preventive maintenance specified herein is considered the minimum for each elevator and it's associated components. If specific equipment covered by this Contract requires additional

preventive maintenance for safe reliable operation, as specified by the manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventive maintenance without added cost to The Port Authority of NY & NJ.

4. At a minimum, the Contractor shall perform maintenance service for each elevator at the frequencies indicated hereunder, subject to a time schedule submitted to and approved by the Manager. The "Schedule of Elevator Maintenance Checks and Services", hereafter, indicates the maintenance routines required to be performed semi-monthly, monthly, quarterly, semi annually and annually. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance. Any revisions of an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager shall have the right to revise an established maintenance time schedule by giving the Contractor one-week notice and at no additional cost to The Port Authority of NY & NJ

5. Any part or parts of the elevators, which for any reason become unsuitable for use shall be repaired or replaced with new components of the same manufacturer and of current design by the Contractor. Such repair or replacements are included in the Contractor's monthly prices for maintenance unless the Contractor demonstrates the applicability or shows that the clause entitled "Repairs Resulting From Negligence, Misuse, Accidents, Abuse or Vandalism" of the Specifications is applicable.

   Such parts shall include, but shall not be limited to the following:

a. Machine worm gear, thrust bearings, drives sheave, drive sheave shaft bearings, brake pulley, brake coils, contact, linings and component parts.

b. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.

c. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, wiring, conductors, cables, conduit, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape, and mechanical and electrical driving equipment.

d. Governor, governor sheave and shaft assembly, bearing, contacts and governor jaws. Car and counterweight safety mechanisms.

e. Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, governor tension sheave assembly, compensating sheave assembly, car and counterweight guide shoes including rollers or gibes, terminal stopping and speed limiting devices.

f. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, door hardware such as checks, latches, hinges and knobs.

g. Automatic power operated door operator, car door hangers, car door contacts, door protective devices, load weighing equipment, carframe, door hardware such as door checks, latches, hinges and knobs, door restrictors, door reopening devices.

6. All conductors, cables, and conduit for power, lighting and control, on the load side of the disconnect switch, shall be maintained in proper working order by the Contractor.

7. The following types of services or items of equipment, if ordered, shall constitute Extra Work: refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, replacement of main line power switches, breakers and feeders to the disconnect switch.

8. The maintenance shall not include underground hydraulic cylinders and underground hydraulic piping, but shall include, but not be limited to, plungers, plunger guides, glands and hydraulic oil, above ground hydraulic piping and cylinders, pistons, rams, fittings, valves, and tanks.

9. Any components of the existing elevators, maintained under this Contract that are repaired, replaced or refinished by the Contractor or by others shall be maintained by the Contractor at no additional cost to The Port Authority of NY & NJ. This includes, but is not limited to the components listed in Item g.

10. The hoistway doors at each landing shall be properly barricaded to prevent access during all work. The Contractor is to provide all needed barricades and post "OUT OF SERVICE" signs at each landing. No safety or electrical protective devices shall be rendered inoperative except where necessary during testing,

inspection and maintenance, such devices shall be restored to their proper operating condition immediately afterwards.

11. Safety or electrical protective devices shall be rendered inoperative except where necessary during testing, inspection and maintenance, such devices shall be restored to their proper operating condition immediately afterwards.

12. It is the intent of the Contract to provide for complete maintenance of Authority elevators so that they shall be in first class operating condition at all times. The ASME A17.1 and A17.2, as revised and amended, shall govern except where a more stringent code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements. Work not particularly specified in the Contract, but involved in carrying out the intent of complete and proper execution of the work may be required, and shall be performed by the Contractor. The apparent silence of the Contract as to any detail, or the apparent omission from them of any work to be done and only the best general practice is to prevail and that only the best materials and workmanship is to be used. Interpretation of the Contract shall be made upon that basis.

13. Contractor agrees that when an elevator is shut down or fails to operate that it will return the equipment to service with as little delay as possible. When an elevator is shut down or fails to operate, the Contractor shall place a sign in full view at each landing, and at all station entrances indicating that the escalator is "Temporarily Out of Order". The sign shall also include the approximate time and/or date at which the escalator is expected to be back in service.

14. The Authority shall, at all times, have the right to make inspections of elevators and the work of the Contractor, and the Contractor agrees to perform maintenance work and make repairs deemed necessary by the Authority at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to the Authority.

15. The elevators shall be kept in first class operating condition maintaining the same speeds, safety, and efficiency as specified in the original escalator maintenance manual. Proper safety devices and safety requirements, in accordance with all applicable codes including ASME A17.2.3 are to be adhered to. Additionally the comb impact devices are to be calibrated

annually in both the vertical and horizontal direction with an approved dynamometer.

16. All records of types of inspections repairs etc. shall be kept current and will remain the responsibility of the Contractor

d. Schedule Of Maintenance Of Elevators

The Contractor shall make as a minimum, the following scheduled Maintenance checks, and services routines to each of the elevators and all their individual components, and at the indicated frequencies:

1. **Semi Monthly PM's** (24 times a year at approximately two week intervals)

a. Perform general inspection for proper operation of all machinery, including but not limited to the traction motor, tanks, heaters, generator, brushes, controllers, gear box, pulleys, pumps, piping, brakes, governor, drive valves, selectors, floor controllers. Lubricate as required.

b. Empty drip pans, discard oil, check reservoir oil level. Replenish oil as needed. The level of oil shall be properly maintained above the minimum required. Pressure tank shall be kept at least 2/3 full. Any unexplained oil leak shall immediately be reported to the Superintendent.

c. Inspect, repair and lubricate machinery, contacts, linkage and gearing.

d. Clean and inspect controllers, selectors, relays, fuses, switches, timers and contacts. Repair as required.

e. Ride car and observe operation of doors, leveling, reopening devices, smoothness. Adjust/Repair as needed.

f. If rails are lubricated, check condition and lubrication. Service lubricators. Lubricate as needed.

g. Check operation of all hoistway and car door interlocks. Repair as required.

h. Inspect all lighting associated with the elevators, including, but not limited to pit lights, equipment room lights, shaftway lights, position indicators floor indication lights, car and hall station

push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Replace/relamp as needed. The Contractor shall relamp all inoperative lights and so indicate in the checklist of the "Service Maintenance Form" specified hereinafter. Check all alarms and maintain in proper working order.

i. Remove litter, dust, oil, and other extraneous materials from all machine room equipment, door saddles and other areas of the elevators not accessible from the elevator lobby.

j. Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.

k. Check for proper leveling.

l. Worn or damaged equipment creating safety hazard shall be replaced.

m. All safety and electrical protective devices shall perform both electrically and mechanically at least in accordance with the manufacturers criteria and the applicable ASME A17.1 New York City Building Code and/or New Administrative Code.

2. **Monthly PM's** (12 times a year at monthly intervals)

a. Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, releveling, and other devices. If creeping is excessive, determine cause and correct it.

b. Check door operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, chains, and cams.

c. Inspect interior of cab. Test telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel, and emergency lights. Repair as necessary.

d. Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubricators.

e. Test mechanism. Observe operation of motor, generator, and pump, oil lines, tank, controls, plunger, packing, brakes, governor, traction machinery sheaves.

f. Test manual and emergency control. Repair as needed.

g. Check oil level in car and counterweight oil buffers and add oil as required.

h. Check packing glands of valves and cylinder and tighten to prevent loss of fluid, if necessary. The amount of leakage shall not exceed 5 gallons.

i. Visually inspect controller, selector, contacts and relays. Check adjustment and repair as required.

j. Check hoistway doors. Clean, lubricate, and adjust tracks, hangers, eccentrics, linkage, gibs and interlocks. ***Clean and vacuum door sills and remove debris that may restrict door operation***

k. Clean, adjust and lubricate car door or gate tracks, pivots, gibes, hangers, car grille and stile channels. *Clean and vacuum door sills and remove debris that may restrict door operation*

l. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighter's Service to assure that the system is maintained in proper operating order. A written record of the findings of the operation shall be made and provided to the Manager

3. **Quarterly PM's** (Four times a year at three month intervals)

a. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and inductors. Repair and/or adjust for proper leveling.

b. Inspect car safety mechanism, clean and keep free of rust and dirt. And lubricate as necessary.

c. Checks buffers for free movement and clean as required.

4. **Semi-Annual PM's** (Two times a year at six month intervals)

a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components, adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays settings

and operation of overloads. Clean and inspect fuses and holders and all controller connections.

b. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibes or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated.

c. Clean all overhead beams, sills bottom of platform, car tops and hoistway walls.

d. Check car and counterweight runby and clearances. Adjust to meet all ASME A17.1 Code requirements.

e. Clean and wash all interior glass elevator cabs and hoistways (shafts).

5. **Annual PM's** (Once a year at twelve (12) month intervals)

a. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ASME A17.1 Section 1206.

b. Take sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturer. Drain and replace fluid if it fails to meet manufacturer's specified properties.

c. Thoroughly clean the mechanism, pit, top and bottom of car, hoistway, machine room, and all other elevator components and areas.

d. Every six years flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206.

Pressure tanks and piston rods shall be cleaned every three (3) years in accordance with ASME A17.1 Rule 1206.

e. Maintenance Of Delta Barriers

The Port Authority will provide training to Contractors Staff assigned to Newark Liberty International Airport in repair and

maintenance of Delta Barriers from an authorized Delta Scientific representative at no cost to the Contractor. Training will take place at Newark Liberty International Airport on a date mutually agreeable between Contractor and the Manager. There will be no additional compensation to the Contractor for Contractor staff attendance at this training session

The scope of work consist of routine maintenance, repairs and response to trouble calls for fourteen (14) Delta Barrier vehicle arrest systems. Calls will be answered 24 hours a day 7 days a week by facility staff assigned to Newark Liberty International Airport. Staff will respond to diagnose problem and make repairs as needed to return barrier to service

Contractor will perform maintenance as outlined in the manufacturers recommended maintenance for this equipment, attached herein are maintenance guidelines.

- One of the resident teams will perform routine maintenance & repairs.
- Routine maintenance will be performed on a monthly, quarterly and yearly schedule. These routines are described in the attached herein

The Contractor will supply additional staff at no additional cost to the authority to perform major repairs if this work cannot be handled by the resident teams in an acceptable time frame as determined by the Manager.

- **Major repairs are defined as:**

Replacement of hydraulic hoses and fittings
Replacement of barrier pistons
Replacement of hydraulic pump and pump motor

The monthly maintenance prices for Delta Barrier as stated in the Exhibit A, Schedule of Prices, include compensation for maintenance and repair as set forth in this section. Such maintenance shall consist of the services outlined below and as specified by the manufacturer as a minimum.

A. In performing maintenance, the Contractor shall use all reasonable care to keep the Delta Barriers in proper, safe, quiet and efficient operating condition, twenty- four (24) hours a day, seven days a week, including legal holidays. The Contractor shall furnish all labor, oil, grease, hydraulic fluid and rags, barricades, warning signs, and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. The Port Authority will supply all parts for Delta Barrier maintenance and repair. If the Port Authority elects to have the contractor supply the parts then compensation for the parts will be as per the provisions of Exhibit "D" "Compensation for Parts and Materials"

Maintenance shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to other equipment for maintenance. All maintenance shall be, as a minimum, in accordance with the manufacturer's recommendations.

SAFETY NOTE:

DO NOT WORK ON OR AROUND DELTA BARRIERS WITHOUT FIRST LOCKING OUT THE BARRIER PLATE BY INSERTING SAFETY PINS OR LEGS AS REQUIRED AND REMOVING SYSTEM HYDRAULIC PRESSURE.

USE CAUTION WHEN WORKING AROUND SYSTEMS UNDER PRESSURE. REMOVE PRESSURE FROM SYSTEM IF POSSIBLE WHILE PERFORMING MAINTENANCE ON THE HYDRAULIC POWER SYSTEM.

f. Schedule Of Maintenance Of Delta Barriers

Monthly: (12 times per year)

Block traffic during Maintenance to prevent accidents

- Shut system off and drop system pressure to zero.

- ☐ Check the accumulator pressure while the system is at zero pressure using the charging kit. If the charging kit is not available, observe the value that the pressure gauge jumps to when power is again turned on. Recharge accumulators as needed. Log value and pressure setting on Log Sheet.

- ☐ Replace oil filter at first monthly maintenance. For systems that are cycled less than 100 cycles per day, replace every third month there after. If system is cycled above this rate, or the location is in a dust environment, replace filter monthly.

- ☐ Add clean filtered oil to 1 inch from top of the site glass. **Important!** Only add oil to the system when there is no oil pressure on the system. Large oil leak could occur if added when system is at pressure!

- ☐ Remove Barrier access plates and check for debris build up in the area of the mounting frame. Completely vacuum and remove any debris build up in the pit area and around pivot points and bearing blocks. Check for indications of oil leaks around the cylinder and header fittings. Tighten fittings and clean debris as necessary. **Check bearing block bolts for tightness and tighten same as needed.**

- ☐ Check the operation of the Barrier heaters if so equipped. They should get warm approximately one minute after energizing.

- ☐ **Check all cylinder pins and bushings; apply a light even coating of grease to clevis pins.**

- ☐ Clean dust and debris from around HPU tank and hydraulic lines. Wipe up any spilled oil.

- ☐ Turn power on and bring system back to operation.

- ☐ Confirm that the Barrier operates smoothly during the raise and lower cycle. Adjust speeds as desired. (Do not operate too fast!)

- ☐ Check all control functions for complete operation of all features.

- ☐ Check sequence of operation

- ☐ Clean Barrier pits.

Quarterly Maintenance (4 times per year)

This work is to be performed in conjunction with the monthly maintenance on a quarterly basis.

Block traffic during Maintenance to prevent accidents

- ☐ Shut system off and drop system pressure to zero.

- ☐ Clean Barrier pits

- ☐ Check the accumulator pressure while the system is at zero pressure using the charging kit. If the charging kit is not available, observe the value that the pressure gauge jumps to when power is again turned on. Charge accumulators as needed. Log value and pressure setting on Log Sheet.

- ☐ Add clean filtered oil to 1 inch from top of the site glass. **Important!** Only add oil to the system when there is no oil pressure on the system. Large oil leak could occur if added when system is at pressure!

- ☐ Replace oil filter.

- ☐ Remove Barrier access plates and check for debris build up in the area of the mounting frame. Check for indications of oil leaks around the cylinder and header fittings. Tighten fittings and clean debris as necessary.

- ☐ Tighten or replace any loose top plate bolts. Drill and tap to next size if threads are stripped.

- ☐ Check the operation of the Barrier heaters if so equipped. They should get warm approximately one minute after energizing. May only be checked when cold enough to energize the thermostats.

- ☐ Clean dust and debris from around HPU tank and hydraulic lines. Wipe up any spilled oil.

- ☐ Turn power on and bring system back to operation.

- ☐ Check system operating pressure ranges and add value to log sheet.

- ☐ Confirm that the Barrier operates smoothly during the raise and lower cycle. Adjust speeds as desired. (Do not operate too fast!)

- ☐ Check all control functions for complete operation of all features.

Yearly Maintenance (one time per year)

Block traffic during maintenance to prevent accidents.

- ☐ Drain the oil from the reservoir and flush with mineral spirits or clean oil. After wiping down the tank sides and bottom to assure that no contamination remains, replace with clean filtered oil.

- ☐ Remove Barrier top plates; check that the hydraulic cylinders are not leaking internally (see **Hydraulic Trouble Shooting** section for details). Replace cylinder seals or cylinder as necessary.

- ☐ Check cylinder clevis pins for wear, replace as necessary.

- ☐ Examine the foundation frame for debris buildup; check drain lines and sump wells for drainage, clean debris.

- ☐ Tighten or replace any loose top plate bolts. Drill and tap to next size or use inserts if threads are stripped.

- ☐ Check hydraulic interconnects lines for kinks, contact wear or bulging. Replace or protect hoses as required.

- ☐ Thoroughly clean the HPU, removing dust and spilled oil. Remove any rust build up on components. Touch up paint where necessary.

- ☐ Check the accumulator pressure while the system is at zero pressure using Delta Charging Kit 2469-31 or equal. If tool is not available, observe the value that the pressure gage jumps to when power is again turned an log value and pressure setting on log sheet.

- ❑ Test motor starter overloads by pressing the test button. Replace if necessary or press reset. Auto/Manual switch should be in the Manual position.

- ❑ Check the pressure relief valve by depressing the starter armature and allowing unit to run to the relief pressure valve of 2200 psig (152 bar). Adjust as necessary.

7 UNITS COVERED

C Parking Garage	(12) Fujitec Escalators (6) Hydraulic Elevators
P4 Parking Garage	(4) Geared Traction Elevators
A-B-C Airtrain:	(6) O&K Escalators (3) Hydraulic Elevators
Remote Station P1-P2-P3 & P4:	(8) O&K Escalators (5) Hydraulic Elevators
NEC / RailLink:	(6) Kone Escalators (3) Hydraulic Elevators
Terminal A:	(1) Hydraulic Elevator Term A Food Court
Terminal B:	(3) Global Hydraulic Elevators (1) Dover Hydraulic Elevator – B7 (1) Hydraulic Elevator B8 (2) Otis Escalators -15 & 21 (2) Kone E Series HR Escalators (1) Reciprocating Vertical conveyor
FIS Building:	(10) Schindler Escalators (7) Schindler Hydraulic Elevators (1) CEMCO Freight Hydraulic Elevator - #4
Admin Bldg. # 1:	(1) Passenger Elevator (1) Freight Elevator
Bldg. 46:	(2) Material Lifts

MCF Bldg. # 60 : (1) CEMCO Hydraulic Freight Elevator
(1) CEMCO Hydraulic passenger Elevator

Bldg 79: (1) Passenger Hydraulic Elevator

Bldg 80: (1) Passenger Hydraulic Elevator

Bldg. 157: (2) Hydraulic Elevators

Building 305: (2) Otis Geared Freight Elevators (East & West)

Various Locations Security Check Points: Fourteen(14) Delta Barrier Vehicle Arrest Systems Consisting of ten (10) model TT207SFM and Four (4) model DSC501

NOTE:
Additional Delta Barrier Info @ http://www.deltascientific.com/

FUTURE EQUIPMENT

Terminal B:
(7) Schindler SWE Escalators
(5) Thyssen Victoria Model Escalators
(2) High Capacity 9,000 lb. Holed Hydraulic Passenger Elevators
(3) 6,000 lb capacity Holed Hydraulic Freight Elevators

8 ATTACHMENTS

ATTACHMENT A – SERVICE FORM

ATTACHMENT B – CLEANDOWN FREQUENCIES

ATTACHMENT C – EQUIPMENT DESCRIPTION

		Attachment B Escalator Cleandown Frequencies		
			Every 12 Months	Every 18 Months
Designation	**Location**	**Make & Model**		
A-1	Terminal A Airtrain Station	**O&K RTK-BN**		X
A-2	Terminal A Airtrain Station	**O&K RTK-BN**		X
B-3	Terminal B Airtrain Station	**O&K RTK-BN**		X
B-4	Terminal B Airtrain Station	**O&K RTK-BN**		X
C-5	Terminal C Airtrain Station	**O&K RTK-BN**		X
C-6	Terminal C Airtrain Station	**O&K RTK-BN**		X
P3-7	Airtrain Station P3	**O&K RTK-BN**		X
P3-8	Airtrain Station P3	**O&K RTK-BN**		X
P2-9	Airtrain Station P2	**O&K RTK-BN**		X
P2-10	Airtrain Station P2	**O&K RTK-BN**		X
P1-11	Airtrain Station P1	**O&K RTK-BN**		X
P1-12	Airtrain Station P1	**O&K RTK-BN**		X
P4-13	Airtrain Station P4	**O&K RTK-BN**		X
P4-14	Airtrain Station P4	**O&K RTK-BN**		X
R-1	RailLink Station	**KONE RTV-HD**	X	
R-2	RailLink Station	**KONE RTV-HD**	X	
R-3	RailLink Station	**KONE RTV-HD**	X	
R-4	RailLink Station	**KONE RTV-HD**	X	
R-5	RailLink Station	**KONE RTV-HD**	X	

Attachment "A"

SERVICE MAINTENANCE FORM

Service maintenance form to be in a check list format and must include the following information. Service maintenance form to be approved by the manager.

EQUIPMENT DESIGNATION
NAME of mechanic
TYPE OF SERVICE:
ROUTINE MAINTENANCE
CALL BACK
EMERGENCY

REASON FOR SERVICE IF NOT ROUTINE MAINTENANCE:
TROUBLE FOUND:

SYSTEM :
HOUR METER READING:

REPAIRS MADE:

MATERIALS REPLACED:

PARTS USED:

CHECK IF BACK IN SERVICE:

REPORTED OUT OF SERVICE DATE:-/-/

TIME:

BACK IN SERVICE DATE:

TOTAL HOURS OUT OF SERVICE :

R-6	RailLink Station	**KONE RTV-HD**	X	
FIS-1	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-2	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-3	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-4	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-5	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-6	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-7	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-8	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-9	Term B International Facility	**Schindler SWE-30-100K**		X
FIS-10	Term B International Facility	**Schindler SWE-30-100K**		X
CPB-1	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CPB-2	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CPB-3	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CPB-4	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CPB-5	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CPB-6	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CPB-7	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CPB-8	C Parking Garage Pedestrian Bridge	**Fuji Tec VS 1200**		X
CG-9	C Parking Garage	**Fuji Tec VS 1200**	X	
CG-10	C Parking Garage	**Fuji Tec VS 1200**	X	

CG-11	C Parking Garage	**Fuji Tec VS 1200**	X	
CG-12	C Parking Garage	**Fuji Tec VS 1200**	X	
TB-10	Terminal B	**KONE E Series HR**	X	
TB-11	Terminal B	**KONE E Series HR**	X	
TB-15	Terminal B	**Otis Type 48R8000**	X	
TB-21	Terminal B	**Otis Type 48R8000**	X	
TB-22	Terminal B	**Thyssen Tugula**		X

Attachment C

Description of Port Authority Maintained Verticle Circulation Equip. Newark Liberty International Airport

Escalators Newark Airport

	Designation	Location	Make & Model	Rise	Speed	Step Opening
1	A-1	Terminal A Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
2	A-2	Terminal A Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
3	B-3	Terminal B Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
4	B-4	Terminal B Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
5	C-5	Terminal C Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
6	C-6	Terminal C Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
7	P3-7	Airtrain Station P3	O&K RTK-BN	23' 4"	90 FPM	40
8	P3-8	Airtrain Station P3	O&K RTK-BN	23' 4"	90 FPM	40
9	P2-9	Airtrain Station P2	O&K RTK-BN	23' 4"	90 FPM	40
10	P2-10	Airtrain Station P2	O&K RTK-BN	23' 4"	90 FPM	40
11	P1-11	Airtrain Station P1	O&K RTK-BN	23' 4"	90 FPM	40
12	P1-12	Airtrain Station P1	O&K RTK-BN	23' 4"	90 FPM	40
13	P4-13	Airtrain Station P4	O&K RTK-BN	23' 4"	90 FPM	40
14	P4-14	Airtrain Station P4	O&K RTK-BN	23' 4"	90 FPM	40
15	R-1	RailLink Station	KONE RTV-HD	28.64	90 FPM	40
16	R-2	RailLink Station	KONE RTV-HD	28.64	90 FPM	40
17	R-3	RailLink Station	KONE RTV-HD	29.07	90 FPM	40
18	R-4	RailLink Station	KONE RTV-HD	29.07	90 FPM	40
19	R-5	RailLink Station	KONE RTV-HD	14.40	90 FPM	40
20	R-6	RailLink Station	KONE RTV-HD	14.40	90 FPM	40
21	FIS-1	Term B International Facility	Schindler SWE-30-100K	21' 7"	90 FPM	40
22	FIS-2	Term B International Facility	Schindler SWE-30-100K	21' 7"	90 FPM	40
23	FIS-3	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
24	FIS-4	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
25	FIS-5	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
26	FIS-6	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
27	FIS-7	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
28	FIS-8	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40

29	FIS-9	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
30	FIS-10	Term B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
31	CPB-1	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	26' 5 1/2"	90 FPM	40
32	CPB-2	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	26' 5 1/2"	90 FPM	40
33	CPB-3	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	11' 9"	90 FPM	40
34	CPB-4	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	11' 9"	90 FPM	40
35	CPB-5	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	11' 9"	90 FPM	40
36	CPB-6	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	11' 9"	90 FPM	40
37	CPB-7	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	11' 9"	90 FPM	40
38	CPB-8	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	11' 9"	90 FPM	40
39	CG-9	C Parking Garage	Fuji Tec VS 1200	11' 9"	90 FPM	40
40	CG-10	C Parking Garage	Fuji Tec VS 1200	11' 9"	90 FPM	40
41	CG-11	C Parking Garage	Fuji Tec VS 1200	11' 9"	90 FPM	40
42	CG-12	C Parking Garage	Fuji Tec VS 1200	11' 9"	90 FPM	40
43	TB-10	Terminal B	KONE E Series HR	14' 3 13/16"	90 FPM	40
44	TB-11	Terminal B	KONE E Series HR	14' 3 13/16"	90 FPM	40
45	TB-15	Terminal B	Otis Type 48R8000	7'0"	90 FPM	40
46	TB-21	Terminal B	Otis Type 48R8000	7'0"	90 FPM	40
47	TB-22	Terminal B	Thyssen Tugula	36' 11 1/4"	90 FPM	40

	Elevators	Newark Airport				
	Designation	Location	Description	Power Unit/ Type	Capacity	Speed
48	A	Terminal A Airtrain Station	Dover controller two landing front & rear single speed center opening doors hydraulic elevator with two above ground pistons	Leistritz / Hydraulic	3,000 lbs	100 fpm
49	B	Terminal B Airtrain Station	Dover controller two landing front & rear single speed center opening doors hydraulic elevator with two above ground pistons	Leistritz / Hydraulic	3,000 lbs	100 fpm
50	C	Terminal C Airtrain Station	Claddah controller two landing front & rear single speed center opening doors hydraulic elevator with two above ground pistons	Leistritz / Hydraulic	3,000 lbs	100 fpm
51	P1	Airtrain Station P1	Schumacher controller type SS-3 two landing front & rear single speed center opening doors hydraulic elevator	Schumacher/ Magnetek	3,000 lbs	125 fpm

52	P2	Airtrain Station P2	Schumacher controller type SS-3 two landing front & rear single speed center opening doors hydraulic elevator	Schumacher/ Magnetek	3,000 lbs	125 fpm
53	P3	Airtrain Station P3	Schumacher controller type SS-3 two landing front & rear single speed center opening doors hydraulic elevator	Schumacher/ Magnetek	3,000 lbs	125 fpm
54	P4-1	P4 Airtarin Station	MCE HMC-1000-PHC Series controller two landing front opening two speed center opening doors Hydraulic elevator	Global / Hydraulic	6,000 LB	150 fpm
55	P4-2	P4 Airtarin Station	MCE HMC-1000-PHC Series controller two landing front opening two speed center opening doors Hydraulic elevator	Global / Hydraulic	6,000 LB	150 fpm
56	R-1	RailLink Station	MCE controller two landing front center opening single speed doors hydraulic elevator	Electro-Hydraulic Type V belt model 60J	4,500 LB	75 fpm
57	R-2	RailLink Station	MCE controller two landing front center opening single speed doors hydraulic elevator	Electro-Hydraulic Type V belt model 60J	4,500 LB	75 fpm
58	R-3	RailLink Station	MCE controller two landing front and rear center opening single speed doors hydraulic elevator	Electro-Hydraulic Type V belt model 60J	4,000 LB	75 fpm
59	TB-B3	Terminal B	MCE controller four landing 3 front openings and 1 rear opening two speed center opening doors hydraulic elevator	Global / Hydraulic	9,000 LB	150 fpm
60	TB-B4	Terminal B	MCE controller four landing 3 front openings and 1 rear opening two speed center opening doors hydraulic elevator	Global / Hydraulic	9,000 LB	150 fpm
61	TB-B5	Terminal B	MCE controller four landing 3 front openings and 1 rear opening two speed center opening doors hydraulic elevator	Global / Hydraulic	9,000 LB	150 fpm
62	TB-B7	Terminal B	MCE controller four landing front and side opening two speed side opening doors hydraulic elevator	CEMCO	5,000 LB	150 fpm
63	TB-FC- B8	Terminal B Food Court	Northern controller type TC-181 two landing front and rear opening two speed slide opening doors	ITI hydraulik model # UH-125-128-40-460	2,100 LBS	125 fpm

64	TB -Material Lift	Terminal B	Simple Relay Controller	Chain Driven	3,000 LB	10 fpm
65	FIS-1	Term B International Facility	Schindler Tyler Model MP-300 four landing , three front openings one rear opening two speed side opening doors hydraulic elevator	Schindler	4,000 LB	125 fpm
66	FIS-2	Term B International Facility	Schindler Tyler Model MP-300 four landing , three front openings one rear opening two speed side opening doors hydraulic elevator	Schindler	4,000 LB	125
67	FIS-3	Term B International Facility	Schindler Tyler Model MP-300 four landing , three front openings one rear opening two speed side opening doors hydraulic elevator	Schindler	2,000 LB	125
68	FIS-4	Term B International Facility	Cemco Lift Model B41085 two landing, one front opening,one rear opening verticle bi-parting doors hydraulic elevator	CEMCO	3,000 LB	150 fpm
69	FIS-5	Term B International Facility	three landings , two front openings one rear opening single speed center opening doors , hydraulic elevator	Schindler	4,000 LB	125
70	FIS-6	Term B International Facility	Schindler Tyler Model MP-300 three landings , two front openings one rear opening single speed center opening doors , hydraulic elevator	Schindler	4,000 LB	125
71	FIS-7	Term B International Facility	Schindler Tyler Model MP-300 three landings , two front openings one rear opening single speed center opening doors , hydraulic elevator	Schindler	4,000 LB	125
72	FIS-8	Term B International Facility	Schindler Tyler Model MP-300 three landings , two front openings one rear opening single speed center opening doors , hydraulic elevator	Schindler	4,000 LB	125
73	Bldg. 1 Elev 1	PA Administration Bldg. 1	Elevator Systems Inc. Controller Type HYD-PC-1950	Leistritz / Hydraulic	3,500 LB	125 FPM
74	Bldg. 1 Elev.2	PA Administration Bldg. 1	Elevator Systems Inc. Controller Type HYD-PC-1950	Leistritz / Hydraulic	5,000 LB	125 FPM
75	Matreial Lift #1	Building # 46 Heating Plant	Simple Relay Controller	Hydraulic type U/O	5000 LB	5 rpm
76	Material Lift # 2	Building # 46 Heating Plant	Simple Relay Controller	Chain Drive	10,000 LB	10 fpm
77	Bldg. 60-1	PA Building 60 Earhardt Dr.	Cemco Series 6000 two landing single speed center opening doors	Hydraulic type U/O	2,500 LB	125 fpm

78	Bldg. 60-2 Freight	PA Building 60 Earhardt Dr.	Cemco SAPB Hydraulic two landing bi-parting powered opening doors	Electro Hydraulic type V-belt	10,000 LB	50fpm
79	Bldg.79	Brewster Road	A&C Simplex two landing front opening single speed center opening doors, hydraulic elevator	Electro Hydraulic type Model U/O	2,500 LB	100 fpm
80	Bldg.80	Brewster Road	A&C Simplex two landing front opening single speed center opening doors, hydraulic elevator	Electro Hydraulic type Model U/O	2,500 LB	100 fpm
81	Bldg. 157 #1	Cargo Building	Otis model 211 two landing front opening single speed side opening Doors	Otis Hydraulic	3,000 LB	100 fpm
82	Bldg. 157 # 2	Cargo Building	Otis model 211 two landing front opening single speed side opening Doors	Otis Hydraulic	3,000 LB	100 fpm
83	Bldg.305-1	PA Building Port Newark	O'Thompson V V Simplex Controller four landing front opening non powered bi-parting doors	Otis Overhead Geared Traction 2:1	20,000 LB	50 fpm
84	CG-1	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear center opening doors hydraulic elevator	Hydraulic Power Unit Type V belt Model 605	6,000 LB	150 fpm
85	CG-2	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear center opening doors hydraulic elevator	Electro Hydraulic Power Unit Type V belt Model 605	6,000 LB	150 fpm
86	CG-3	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear center opening doors hydraulic elevator	Electro Hydraulic Power Unit Type V belt Model 605	6,000 LB	150 fpm
87	CG-4	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear center opening doors hydraulic elevator	Electro Hydraulic Power Unit Type V belt Model 605	6,000 LB	150 fpm
88	CG-5	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear center opening doors hydraulic elevator	Electro Hydraulic Power Unit Type V belt Model 605	6,000 LB	150 fpm
89	CG-6	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear center opening doors hydraulic elevator	Electro Hydraulic Power Unit Type V belt Model 605	6,000 LB	150 fpm

90	P4-G-1	P4 Parking Garage	**MCE six landing front opening single speed center opening doors, traction elevator**	**Holister Whitney / Geared Traction**	6,000 LB	350 fpm
91	P4-G-2	P4 Parking Garage	**MCE six landing front opening two speed center opening doors, traction elevator**	**Holister Whitney / Geared Traction**	6,000 LB	350 fpm
92	P4-G-3	P4 Parking Garage	**MCE six landing front opening single speed center opening doors, traction elevator**	**Holister Whitney / Geared Traction**	6,000 LB	350 fpm
93	P4-G-4	P4 Parking Garage	**MCE six landing front opening single speed center opening doors, traction elevator**	**Holister Whitney / Geared Traction**	6,000 LB	350 fpm
94	TA-FC	Terminal A Food Court	**Northern controller type TC-181 two landing front and rear opening 2 speed side opening doors**	**ITI hydraulik model # UH-125-104-30-460**	1,500 LB	125 fpm

	DELTA Barriers Designation	**# of barries at location**	**Location**	**Delta Scientific Model #**
95	C-4 Inbound	1	West Side Terminal C	**TT207S/FM**
96	C-4 Outbound	1	West Side Terminal C	**TT207S/FM**
97	ECHO Inbound	1	West Side Terminal A	**TT207S/FM**
98	ECHO Outbound	1	West Side Terminal A	**TT207S/FM**
99	FOXTROT Inbound	1	Wiley Post Road	**TT207S/FM**
100	OutBound	1	Wiley Post Road	**TT207S/FM**
101	GOLF Inbound	1	Bulk Fuel Storage Area	**TT207S/FM**
102	GOLF Outbound	1	Bulk Fuel Storage Area	**TT207S/FM**
103	HOTEL Inbound	1	North of Parking lot P7	**DSC501-1**
104	HOTEL Outbound	1	North of Parking lot P7	**DSC501-1**
105	INDIA Inbound	1	Adjacent to Building # 80	**DSC501-1**
106	INDIA Outbound	1	Adjacent to Building # 80	**DSC501-1**
107	JULIET Inbound	1	Conrad Road Adjacent to Bldg. #1	**TT207S/FM**
108	JULIET Outbound	1	Conrad Road Adjacent to Bldg. #1	**TT207S/FM**

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

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

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

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

18. General Obligations

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

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

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

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment

of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

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

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

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

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or

alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and

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

25. Lost and Found Property

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

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

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

i. Identity Checks and Background Screening

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

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

ii. Issuance of Photo Identification cards:

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

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

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

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

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. Good Faith Participation

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

a. been indicted or convicted in any jurisdiction;

b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;

c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;

d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;

e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and

g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting

competition;

d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract

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

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

6. Definitions

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

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

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include

inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.