



THE PORT AUTHORITY OF NY & NJ

One Madison Avenue
New York, NY 10010

March 25, 2010

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR THE TERMINAL A REDEVELOPMENT PROGRAM AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN "AS-NEEDED" BASIS DURING 2010, 2011, 2012, & 2013 (RFP #20859)

Dear Sir or Madam:

The Port Authority of New York and New Jersey, ("Authority"), hereby invites your Proposal for providing expert professional project management services for the Terminal A redevelopment program at Newark Liberty International Airport as requested on an "as-needed" basis. The scope of the task(s) to be performed by you are set forth in Attachment A to the Authority's Standard Agreement ("Agreement"), included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

I. PROPOSER REQUIREMENTS

Proposals will be considered only from entities that can demonstrate compliance with the following minimum requirements:

- A. Successful completion by the proposing firm of at least three (3) Program Management services projects involving major redevelopment of a large airport terminal having similar operational complexity and scope as the services required herein, within the past ten (10) years. Said projects must have had a construction value over \$500 million each. Experience must include management of consultants in various architectural/engineering and related disciplines, as appropriate.
- B. Program and Project Managers assigned to the Project shall possess a minimum of ten (10) years experience in management of redevelopment projects of buildings and facilities of similar complexity, scope and cost (estimated in the range of \$2.2 to \$2.7 billion).

II. PROPOSAL FORMAT REQUIREMENTS

To respond to this RFP, the Proposer shall submit a concise Proposal in response to the following basic criteria:

- A. To be acceptable, this Proposal shall be of no more than 30 pages-single-sided or 15 pages-double-sided using 12 point or greater font size not including the resumes. This limit does not include Section III, items: A, B, C, I, J, K and L, below. Each resume shall be 2-page maximum, single-sided, or 1-page maximum, double sided, using 12 point or greater front size. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with "Your Legal Firm Name", and **RFP Number 20859** clearly indicated on the cover.

- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below.
- C. All Proposals must be delivered in sealed envelopes and/or packages addressed to: The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and six (6) copies, along with one (1) compact disc copy, of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the reproducible original of the Proposals and the written hard copy Agreement, if awarded, shall take precedence over material on the compact disc.
- D. To ensure the appropriate handling of your submission, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS** on any return address, and on any information submitted on the compact disc, as well as on the reproducible original and each copy of its Proposal. Failure to comply with this requirement may lead to a delay in consideration of your proposal, and thereby delay contract awards. Any such delays shall be the responsibility of the Proposer.
- E. Your Proposal should be received in sufficient time so that the Authority receives it **no later than 2:00 p.m. on April 20, 2010**. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.
- F. If your Proposal is to be delivered by messenger, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Messengers without proper identification shall be turned away and their packages not accepted. The Authority assumes no responsibility for delays caused by any delivery services.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

Section A. Agreement on Terms of Discussion

In accordance with Authority policy, we also request you to include in the front of your Proposal, a copy of Attachment B, signed by an officer of your company.

Section B. Transmittal Letter

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, demonstrating your compliance with each of the aforementioned "Proposer Requirements" listed above. Your transmittal letter shall also include the following:

1. A statement indicating whether the Consultant is proposing as a single entity or joint venture. If a joint venture, submit all information required for a single entity for each participant in the joint venture. If the Proposer is a joint venture and seeks to propose as such, the joint venture Proposer must meet the prerequisites. All the qualification information required for a single entity shall be submitted for each participant in the joint venture. If a common law joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a

formal presentation of how they propose to perform the Work outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when they submitted the Proposal. No substitution of participants will be allowed without the express prior written permission of the Authority.

2. Submit a copy of any written agreement, or understanding, which exists between each party to the joint venture as part of the Proposal. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Contract. Such explanation shall fully discuss and identify the responsibility of each party to the joint venture for performing the Work, and for providing the required insurance.
3. Complete a copy of Attachment C (Company Profile).

Section C. Cost

1. The "multiplier" referred to in the first line of subparagraph 8.A of the accompanying Standard Agreement, including a breakdown of said multiplier, indicating all of the multiplier's components (e.g. vacation, holiday, sick pay, workers' compensation, office rent, insurance, profit)
2. Actual hourly pay rate schedule for staff proposed to work on the project
3. Billing rates for partners and principals proposed to work on the project
4. The terms and conditions for the compensation of intended subconsultant(s) (including their multipliers, if applicable)

Section D. Firm Qualifications and Experience

Firm Qualifications and Experience, including subconsultants, which includes projects similar in size and scope to that contemplated in Attachment A, shall be presented in a Table prepared by you, to include, but not be limited to the following for each project:

1. Project Title
2. Members of your proposed team, if any, who have assisted in said project
3. Project Manager
4. Date Started
5. Date Completed
6. Construction Cost
7. Client
8. Provide a brief project narrative summary. Identify your specific scope of work. Highlight any unique challenges or obstacles and how they were handled. Identify any similarities to this project.
9. Contact Name and Phone Number (project reference) – the Authority reserves the right to contact such references at any time. At least one of the projects referenced must relate to the activities of your proposed Project Manager in a position of significant responsibility.

Section E. Staff's Qualifications and Experience

Attach a detailed resume for each individual that includes their educational background, chronological history of employment highlighting relevant project experience, relevant licenses and certifications. The resumes should clearly identify the years of experience in the field related to the tasks which the individual will be responsible for.

This section shall introduce the key personnel and/or subconsultants responsible for implementing the scope of work described in Attachment A. It shall demonstrate their ability to perform assigned tasks as required by highlighting their experience and technical capabilities. Include information on the following:

1. Proposed Program and Project Managers:

Submit a profile of the Program and Project Managers to demonstrate that the individuals have the needed experience to complete the services outlined in Attachment A. Identify the main projects the individuals have managed in the past 10-years. Submit resumes that detail his or her educational background, history of employment relevant to this assignment, firm association during that time (if any), and any relevant licenses and/or certifications.

2. Other Key Personnel Experience:

Detail the experience of key individuals to be responsible for the successful completion of the proposed project. Highlight individual experience with redevelopment projects.

Section F. Management Approach

This section shall describe in detail the Proposer's management approach to be furnished for the required services, which should include, but is not limited to, the following:

1. An organization chart for this project that identifies the relationship between the Project Manager, Principals, Senior Engineers, and other key individuals. Include their firm(s), office address, function, task responsibility and overall reporting relationships.

A profile of each person identified in the organization chart that describes how their experience and technical capabilities will assist in the successful completion of the contemplated services.

2. Approach to keeping the Authority team informed of issues and progress during project preparation.

3. Approach to quality control/quality assurance.

Section G. Technical Approach

A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services in Attachment A as well as any specific software or other technology you may employ in the performance of these services.

Section H. Sub-consultants

Intended subconsultant(s), the terms and conditions for their compensation (including their multiplier, if applicable), their MBE/WBE status and the technical qualifications of their key personnel to be assigned to the subject project including resumes.

Section I. M/WBE Participation

Your attention is directed to paragraph 20 of the Authority's Standard Agreement in which the /Director of Aviation has stated the goals for Minority Business Enterprise participation in this project. Submit details on how you intend to meet these goals. A listing of certified MBE/WBE firms will be provided upon request. If you plan to use an MBE or WBE firm that is not certified by the Authority but which appears to meet the Authority's requirements, the firm should begin the certification process, and you may submit such a firm with a statement that the firm has applied for Authority certification. Potentially certifiable MBE and WBE firms should contact the Authority's Office of Business and Job Opportunity. Contact information and certification applications are available on the Authority's website:

Section J. Affiliates

Include a complete list of your firm's affiliates. Affiliates shall be as defined as in paragraph 28 of the attached Standard Agreement.

Section K. Contract Exceptions

The Proposer is expected to agree with the form of contract and its terms and conditions. The Proposer should therefore not make any changes in the Standard Agreement nor restate any of its provisions in your Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time.

Section L. Conflict of Interest

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

IV. ORAL PRESENTATIONS

After review of all proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given only short advance notice. The presentation should be limited to 30 minutes, and include the material contained in your proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than five (5) other senior staff members who are proposed to work on

this project. Notification of presentation scheduling is made via e-mail. **Provide the name and e-mail address of the person who should be contacted for presentation scheduling, if applicable, as well as an alternate in the event that person is unavailable.**

V. SELECTION PROCESS:

The review, rating and ranking of proposals shall first be based upon the technical qualifications as indicated below. The qualifications based selection shall take into consideration the technical qualifications presented, and subsequently cost, as appropriate. After consideration of these factors the Authority may enter into negotiations with the firm (or firms) deemed best qualified in terms of the forgoing factors to perform the required services. Such negotiations shall be conducted between the Authority's contact-person as identified herein, or the undersigned, and the individual contact-person identified by your firm.

Technical qualifications shall include consideration of the following factors listed in order of importance:

- A. The qualifications and experience of the proposed staff, including sub-consultants who will be performing services hereunder;
- B. The qualifications and experience of the firm;
- C. Management approach.
- D. Technical approach.

VI. ADDITIONAL INFORMATION:

A. Available Information

Documents listed in Section V, of Attachment A shall be made available to all Respondents to this RFP.

To receive a CD-ROM containing the listed documents, the Proposer must request the information by emailing Ms Tracy Tiernan, Senior Staff Contract Specialist at ttiernan@panynj.gov. The e-mail subject line should state the RFP number. The body of the e-mail should include your firm's full name, address (no post office boxes), contact name, and contact phone number.

B. Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" and "Non-Collusive Proposing, And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees

If your firm is selected for performance of the subject services, the agreement you will be asked to sign will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" and "Non-Collusive Proposing, And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees". By submitting a proposal, the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with his proposal explaining why any such certification(s) cannot be made.

Such a submission shall be submitted in a separate envelope along with your proposal, clearly marked "CERTIFICATION STATEMENT".

C. State of New York, State of New Jersey Requirements

It is Authority policy that its consultants, contractors, and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State's requirements that certain contractors, affiliates, subcontractors and subcontractors' affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey State requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State's Department of Treasury.

Proposers are advised that additional information, including proposal requirements related to the subject RFP may be issued by the Authority in the form of addenda. Such addenda, if any, will be posted at the Authority's website prior to the due date for receipt of proposals. You are therefor encouraged to monitor the Authority's website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=4> to ensure that your submission is complete and received within the stipulated timeframe.

Should you have any questions, please e-mail them to Ms. Tracy Tiernan, Senior Staff Contract Specialist, at ttiernan@panynj.gov. All questions must be received by the Authority no later than 4:00 P.M. April 13, 2010. Neither Ms. Tiernan nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. There shall be no compensation for proposal preparation or presentation.

After review of all proposals received, and oral presentations (if necessary), the Authority will forward two (2) copies of the Agreement and Attachment A thereto to the selected firm who shall sign and return both copies. The return of one (1) copy executed by the Authority will effectuate the Agreement.

No rights accrue to any Proposer except under a duly authorized agreement for performance of the specified services.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more consultants, to waive defects in Proposals, and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under all the circumstances, best serve the public interest.

Sincerely yours,

Tim Volonakis
Manager
Professional, Technical and Advisory Services Division
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR THE TERMINAL A REDEVELOPMENT PROGRAM AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN “AS-NEEDED” BASIS DURING 2010, 2011, 2012, & 2013

I. BACKGROUND

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

The Authority is planning the redevelopment of Terminal A and other facilities (“the Program” or “the Project”) at Newark Liberty International Airport (EWR), which is located in the cities of Newark and Elizabeth, New Jersey. Phase I Conceptual Planning for the Program has been completed, and included herewith and made a part hereof (see Section V, below). The planning documents include: a needs assessment and capacity analysis; development and analysis of a range of alternatives; development of a preferred alternative to a conceptual level incorporating sustainable design strategies and next-gen passenger processing; development of construction cost estimates; staging plans; program delivery schedules; financial analysis and development of a preliminary business model. In addition, a range of options for providing rail access to the new Terminal were considered as well as how the new Terminal will fit into the long-range future of EWR.

As envisioned, the new Terminal A will be a state of the art domestic facility that will be incrementally developed in response to forecasted demand. Phase I will be comprised of 33 Group III gates configured and sized to flexibly handle group IV and V aircraft. Forecasted passenger demand for the Terminal is 11 Million Annual Air-Passengers (MAAP) in 2018. It is anticipated that the Terminal will grow to a maximum of 45 Group III gates in two subsequent incremental expansions to meet the forecasted ultimate demand of 18.2 MAAP over the life of the Terminal.

The cost of the overall Phase I Program which includes: a 33 gate Domestic Terminal; all required roadways; a 3000 space Parking Garage; all required utilities and infrastructure and associated enabling projects is currently estimated at between \$2.2 and \$2.7 billion.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of providing expert professional project management, related project support, and limited planning services on an “as-needed” basis through Phase II planning of the Program. Services may include, but are not limited to, project/program scoping; development of cost estimates and design and construction schedules; oversight of work by others from Conceptual through Design Development (Preliminary); coordination of project activities among all stakeholders; project reporting and communications; business model and financial assessments; airfield and airspace planning and analysis, coordinating the performance of environmental assessments (by others) including initial studies and Federal Aviation Administration (FAA) signoff.

It is anticipated that the Consultant's personnel shall be working at EWR. Some tasks may be performed at the Authority's offices at Gateway Center in Newark, NJ or at the Consultant's offices as directed by the Authority.

III. DESCRIPTION OF THE CONSULTANT'S TASKS

Specific tasks to be performed by the Consultant may include, but shall not be limited to, the following:

TASK A. DOCUMENT REVIEW

Review all Program related documents as required.

TASK B. FIELD VERIFICATION

1. Conduct field inspections and infrastructure inventory verification of the proposed Terminal A Program site and all related facilities.
2. Prior to inspection, meet with Authority staff to review Authority data relevant to the inspection.
3. Provide all equipment including rigging, scaffolds and ladders as required to inspect the structure and to maintain traffic under and over the structure. Staging of inspection work may be required.
4. Submit copies of completed field findings on inspection reporting forms (which will be provided by the Consultant and approved by the Authority) and meet with Authority staff to discuss those findings.

TASK C. PROGRAM/PROJECT MANAGEMENT PLANS

1. Draft and submit Program/Project Management Plans to include a critical path schedule and staffing analysis as required to identify all involved disciplines. Incorporate Authority comments and establish plans as final.
2. Prepare and/or review Requests for Qualifications (RFQ's) and Requests for Proposals (RFP's) documents, as appropriate, for the retention of expert professional technical and advisory services providers.
3. Coordinate all tasks as necessary to manage delivery of the final Master Site Plan (MSP). The MSP shall provide for all Program elements including terminal siting, roadway, infrastructure, utilities, taxiway, airfield and tenant leasehold improvements and all

associated program delivery requirements as needed to ensure alignment of the final MSP with the overall airport layout and improvement plans.

4. Coordinate the preparation of a Basis of Design Report by others, including all necessary supporting documents for the development of the new terminal. Evaluate project delivery options such as traditional Design, Bid Build or Public-Private Partnerships. If selected, support the solicitation of interest process for Public-Private Partnership. Integrate the selected terminal delivery approach into the overall Program Plan and schedule.
5. Develop a fully integrated Program delivery plan, establishing the scope of work for each of the proposed project contract packages. Coordinate the efforts of all engineering teams delivering the preliminary design efforts for the identified project packages. Develop a phasing approach for the Program to sequence the contract packages in alignment with the master project schedule, identifying critical delivery elements, long lead requirements and all outside Agency and 3rd party coordination requirements. Perform a comprehensive Program gap assessment to ensure scope is coordinated across all contract, tenant and outside Agency delivery packages.
6. Fully coordinate the services and delivery requirements of all involved discipline engaged under the Program, and coordinate such services with effected tenants or 3rd party stakeholders as required to ensure alignment with overall program objectives.
7. Perform risk assessments and prepare risk analyses for the Program as a whole and its various elements.
8. Prepare and conduct presentations and prepare documentation, as required, for the Program Plan and individual projects.

TASK D. IMPLEMENTATION OF THE PROGRAM/PROJECT MANAGEMENT PLANS

1. Conduct Project kick-off and progress meetings with the program team members, and others as appropriate, and record and distribute meetings minutes, incorporate comments, and redistribute.
2. Coordinate preparation of study reports, construction cost estimates and preliminary contract documents.
3. Establish staging restrictions and requirements based upon operational and maintenance constraints.
4. Develop comprehensive Program communication plans.
5. Review studies and preliminary designs documents for conformance to approved scope and budget.
6. Prepare Program documentation, correspondence and maintain Program file.
7. Provide utility management services and interface with work being performed by others.
8. Coordinate and assist in Program Phase II closeout.
9. Prepare the project files for retention by the Authority.

TASK E. MONITORING AND REPORTING

1. Provide monthly Program Status Reports addressing Program progress that shall include a narrative of the work completed and expenditures through the end of the preceding month, noting any outstanding issues or obstacles to budget compliance.
2. Follow-up on identified progress issues to resolve any deterrents to Program completion.
3. Monitor performance of all Programs tasks as it relates to the approved schedule and other Program requirements. Recommend corrective action as appropriate and as required to maintain the approved project schedule. Prepare monthly status reports addressing accomplishments, issues, schedule and budget status, and corrective actions as appropriate.
4. Develop Program schedules and cost mitigation plans that shall remediate baseline variances, and explain your mitigation strategy.
5. Evaluate consultant invoices for earned value and recommend payment or non-payment, giving your reasons therefor.
6. Evaluate impact of proposed changes on approved scope, schedule and budget present to Authority staff for approval.
7. Brief executive staff on status of Program.

TASK F. PROGRAM LEVEL MANAGEMENT SERVICES

1. Schedule and implement projects within the overall Program including coordinating and managing the activities of subordinate Project Managers.
2. Identify annual and/or Program level resources requirements.
3. Monitor selected projects and/or Programs for staffing and schedule compliance.

TASK G – BUSINESS MODELING AND FINANCIAL SERVICES

Provide financial services/studies as required to facilitate development of the following:

1. Leasing structure as required to include preferential/common-use facilities and other airline business strategies.
2. Transition plan from the old to the new terminal including leasing issues, use plans and rentals, etc.
3. Methods for operating and maintaining the new terminal (e.g. facilities corp.).
4. Cost recovery formula for net investment, Operation and Maintenance (O&M), etc.
5. Develop complete O&M cost analysis for all program elements.
6. Alternative project delivery models, such as Public-Private Partnerships and airline net leases, including debt-structuring alternatives.
7. Market research plans and trends.

TASK H. PLANNING PARAMETERS

1. Refine and validate the Overall Airfield Capacity Analysis, to be provided by the Authority. Validation may include, but is not limited to:

- a. Review and update overall airfield and EWR airspace capacity analysis and enhancement efforts within and outside the Agency.
 - b. Review Airfield Delay Reduction Program and coordinate the implementation of the Program with Terminal “A” development effort.
 - c. Develop program/project definitions including scopes, schedules and cost for airport elements such as aircraft parking/cargo facilities, which are displaced by new terminal development.
 - d. Total Airspace and Airport Modeler? (TAAM) modeling services and verify - airspace, runway, taxiway and overall apron gate capacity for both current and future plans.
2. Validate Terminal A Landside and Terminal Programmatic Requirements, including but not limited to:
- a. Overall airport auto parking demand and capacity, upon completion of Terminal A and other capital improvement programs at other terminals;
 - b. Roadway accessibility and demand resulting from Terminal A development and other airport capital projects, including Terminal A frontage level service modeling;
 - c. Terminal functions/processors inclusive but not limited to Check-in and Inbound/outbound baggage, Passenger and Baggage security screening, hold-room demand, support spaces and facilities, concessions;
 - d. Sustainable Design Program objectives and goals in conformance with Authority Standards.

TASK I. GENERAL SERVICES

Provide ancillary program management support services including but not limited to the following:

1. Provide professional project management subject matter experts as needed to support the Program management efforts to augment the required skill sets.
2. Conduct value planning, value engineering and peer review workshops.
3. Provide support services, as required, to prepare technical presentations.
4. As requested, prepare responses for the Authority to Program inquiries from outside entities.

TASK J. DOCUMENT MANAGEMENT

The Consultant shall be required to use the Authority’s internal document control application *LiveLink*. In addition, any reporting tools and systems must be first reviewed and approved by the Authority prior to use.

1. Operate, maintain and continually update an Authority-approved record keeping system to store all documents relating to the Program. Stored documents shall include, but are not limited to: correspondence, design documents for each phase including all updates.
2. Identify and make recommendations for overall record keeping requirements.

3. Organize and computer index files for easy access according to standards approved by the Authority.
4. Provide assistance in the distribution of technical documentation.
5. Develop and carry out acceptance procedures for all document deliverables. This shall include procedures for document management (distribution of materials, document version control, etc.).
6. Keep and protect all original papers. All stored documents shall be delivered to the Authority at Program completion, or as otherwise directed by the Authority.

TASK K. RESOURCES

Provide vehicles for use by Consultant staff assigned to this Project, as required.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information certain documents specified below. The documents specified under "A" below were prepared for the subject work, or other purposes, and form a part of this Agreement. The documents specified under "B" below were not prepared for the purpose of providing information for the Consultant for the present work but were prepared for other purposes, and do not form a part of this Agreement. The 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 conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing him with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

Said documents are as follows:

A. Documents

1. Terminal A Modernization and Expansion Program
2. Integrated Sustainable Design and Strategies

B. Documents

1. EWR Component Workshop Report
2. Peer Review Report July 11, 2007

VI. CONDITIONS AND PRECAUTIONS

1. The Consultant and any subdivision of the Consultant, shall not be eligible to participate in any other contracts related in any way to the Program.
2. The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.
3. Vehicular traffic on all airport roadways shall always have priority over any and all of the Consultant's operations.

4. Work Areas

- a. The Consultant shall limit its inspection work to the areas necessary for the performance of such inspection and shall not interfere with the operation of the Facility without first obtaining specific approval from the Authority.
- b. During all periods of time when not performing operations at the work site, the Consultant shall store all equipment in areas designated by the Authority and shall provide all security required for such equipment.
- c. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

5. Work Hours

The Consultant shall perform its work at the site between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise directed by the Authority. In any case, no work shall be performed at the site on a legal holiday of either the State of New York or the State of New Jersey.

VII. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations, coverage for work within fifty feet of railroad, and Independent Contractor coverages in limits of not less than \$25,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$25,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include "The Port Authority of NY & NJ and its wholly owned entities" as additional insureds and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that "*The insurance carrier(s) shall not, without obtaining the 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 provisions of any statutes respecting suits against the Port Authority*".

B. Workers' Compensation Insurance:

The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation shall be endorsed in favor of the Authority and its wholly owned entities.

C. Professional Liability Insurance:

Not less than \$2 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the P. A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.
2. 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 Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement 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.
3. The 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, such cost may be considered as an out-of-pocket expense.
4. Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
5. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

* * *

P.A. Agreement #*-10-*****
DATE

FIRM NAME
ADDRESS
CITY, STATE ZIP

Attention: CONTACT NAME, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PROJECT
MANAGEMENT SERVICES FOR THE TERMINAL A
REDEVELOPMENT PROGRAM AT NEWARK LIBERTY
INTERNATIONAL AIRPORT ON AN "AS-NEEDED" BASIS DURING
2010, 2011, 2012, & 2013**

Dear CONTACT:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain <FIRM NAME> (hereinafter referred to as "the Consultant" or "you") to provide expert professional Project Management Services for the Terminal A Redevelopment Program at Newark Liberty International Airport as requested on an "as-needed" basis during 2010 – 2013 as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

The Authority reserves the right to extend this Agreement for a period of up to two additional years, thereby modifying the agreement term to include the performance of services requested during 2014 and 2015. A letter extending the agreement term into each additional year shall be sent to the firm at least 30 days prior to the end of the term.

2. This Agreement shall be signed by you and the Director of Procurement. As used herein "Director" shall mean the Director of Aviation of the Authority, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in her unless specifically stated as acting personally.

For the purpose of administering this Agreement, the Director has designated *****, <TITLE>, to act as her duly authorized representative. The Project Manager for this project is <NAME>, at tel. (***) ***-****, or email address: *****@panynj.gov.

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of all your services under this Agreement.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more

stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

5. In response to a request for the performance of as-needed services and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of said services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Director and you shall submit to her for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

6. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. Any Contract Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in her sole opinion said items are not in accordance with the requirements of this Agreement and sound engineering principles or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications, and corrections and changes therein which are best suited for the contemplated construction, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

7. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or as directed by the Engineer prior to the performance of specific services. All drawings shall be prepared in strict conformance to the Authority CAD Standards. Submit all CAD drawings to the Authority on compact discs, uploaded to the Project Website, or as otherwise required in DWG and DWF format in accordance with Authority CAD Standards.

8. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C and D below, subject to the limits on compensation and provisions set forth in paragraph 5 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B and C hereunder.

A. For work performed at the Consultant's offices, the Consultant shall be compensated at an amount equal to *.** times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; for work performed at Authority office(s), as mutually agreed upon, the Consultant shall be compensated at an amount equal to *.** times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing schedule shall clearly indicate any of your employees, as proposed by you to perform the requested services, that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested adjustment setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall in all cases be finally determined by the Director or her designee, in their sole and absolute discretion.

Notwithstanding the above, the multiplier set forth in the second and fifth lines of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to professional and technical employees, but not partners or principals for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees who do not receive such payments in the Consultant's normal business practice shall not be given under this Agreement.

C. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

D. The Consultant will also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Director, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above the Authority will pay an amount approved in advance by the Director and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The Authority will not pay for expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges, typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging (including FAX, Telex and telegrams) or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advance in writing by the Director. If the Consultant chooses to travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as provided herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Director. The total number of reimbursable travel hours (for travel outside the Port District) will be calculated by reducing the actual travel time by three hours. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Rates:

Domestic Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips that are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and shall provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is an area of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey and over 200 other municipalities, including all or part of seventeen counties, in the two States.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters and to other professional and technical employees of the Consultant for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multiplier referred to in subparagraph A above.

9. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one year after completion of services to be performed under this Agreement.

10. On or about the fifteenth day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

11. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

12. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Director. Such approval may be withheld if for any reason the Director believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

13. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however that data from

manufacturers and suppliers of material shall be obtained by you when you find such data necessary, unless otherwise instructed by the Director.

14. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

15. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

16. Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form in which it has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

17. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the

appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

18. You shall promptly and fully inform the Director in writing of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

19. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Director. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

20. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups; and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"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 Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

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

The Director has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

In order to facilitate the meeting of this goal, the Consultant's shall use every good faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority maintains a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job Opportunity for certification the names of any MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

21. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems and projects where 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 Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

22. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk of loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

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

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause nor the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that the Consultant assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which the Consultant would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

**23. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST),
INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION
AND DISCLOSURE OF OTHER INFORMATION**

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

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;
- C. had an agreement terminated by any governmental agency for breach of agreement 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 Proposal;
- E. had any business or professional license suspended or revoked or, within the five years prior to proposal 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, proposal 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.

**24. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION,
CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE,
BROKERAGE, CONTINGENT OR OTHER FEES**

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

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

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal 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 Authority), 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 Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant 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 Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

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

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

* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in

paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the 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 Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period 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 Consultant 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 Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant 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 Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants 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.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of this Agreement 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 Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

25. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

Consultants are advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New Jersey

that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

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

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

26. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Agreement, the Consultant shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, Consultant, construction manager or other person or firm representing the 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 Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or any other Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

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 Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, 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 Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

The Consultant shall ensure 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 agreement, the Consultant 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 Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your

subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

27. CONFLICT OF INTEREST

During the term of this agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant 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 Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and if the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant 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 Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or if a portion of the Consultant'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 Consultant's services not be performed by the Consultant, 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 Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant 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 Consultant's part. The Consultant 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 agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

28. DEFINITIONS

As used in sections 23 to 27 above, 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 if 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 Consultant by whatever title(s) known.

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

29. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or by his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

30. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

FIRM NAME

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DATE

31. If the foregoing meets with your approval, indicate your acceptance by signing this original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date _____

ACCEPTED:
FIRM NAME

By: _____

Title: _____

Date: _____

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "31" to "32" and insert a new Paragraph "31": as follows:

"31. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles."

ATTACHMENT B

PERFORMANCE OF EXPERT PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR THE TERMINAL A REDEVELOPMENT PROGRAM AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN “AS-NEEDED” BASIS DURING 2010, 2011, 2012, & 2013

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority’s Freedom of Information Policy and Procedure adopted by the Port Authority’s Board of Commissioners on November 20, 2008, which may be found on the Authority website at http://www.panynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

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

ATTACHMENT C

COMPANY PROFILE

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL
PROJECT MANAGEMENT SERVICES FOR THE TERMINAL A REDEVELOPMENT
PROGRAM AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN “AS-
NEEDED” BASIS DURING 2010, 2011, 2012, & 2013 (RFP #20859)**

1. Company Name (print or type):

2. Business Address (to receive mail for this RFP):

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

7. Date (MM/DD/YYYY) Firm was Established: ____/____/____

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

9. Officer or Principal of Firm and Title:

10. Name, telephone number, and email address of contact for questions:

11. Is your firm certified by the Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☐ No

If yes, please attach **Port Authority** certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/DoingBusinessWith/economic/html/objo.html> to receive information and apply for certification.