

April 8, 2014

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL BROKER/RETAIL MANAGEMENT SERVICES AT THE PORT AUTHORITY BUS TERMINAL ON AN “AS-NEEDED” BASIS DURING 2014-2017 (RFP #37313)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to the subject Request for Proposals (RFP) for Performance of Expert Professional Broker/Retail Management Services at the Port Authority Bus Terminal on an “As-Needed” basis during 2014-2017. The Authority reserves the right, in its sole discretion, to: 1) limit the Consultant’s work to performance of the contemplated Broker and Optional Services prior to Agreement award; and 2) extend this Agreement term for an additional three (3) year period (2017-2020).

The scope of services to be performed under this Agreement are set forth in Attachment A to the Authority’s standard agreement (the “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:

The Authority will only consider proposals from those firms able to demonstrate compliance with the following:

- A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the leasing, development, design, construction, and management of retail concessions at transportation terminals or multi-tenant retail sites. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the company/firm meet said requirements.
- B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least three (3) contract(s) for similar services of similar scope involving multi-tenant retail sites in a major transportation environment, with each contract containing a portfolio whose annual rental income was a minimum of ten million dollars (\$10,000,000).
- C. The Proposer shall hold a valid New York State Real Estate Broker License.
- D. Proposer shall have been in the real estate brokerage business for at least five (5) years, with annual revenues of at least five million dollars (\$5,000,000) per year over the past three (3) years generated from brokerage commissions related to retail leasing.

In the event a proposal is submitted by a joint venture, the foregoing prerequisites will be considered satisfied only if any one participant individually meets all of said requirements.

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly

and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words “acting jointly and severally”.

The Authority will be the sole judge of whether a Proposer meets said requirements.

II. **PROPOSAL FORMAT REQUIREMENTS:**

To respond to this RFP, submit a concise proposal complying with the following criteria:

- A. To be acceptable, the Proposal shall be no more than twenty six (26) pages single-sided or thirteen (13) pages double-sided, using 12 point or greater font size. The page limit pertains only to Letters G, H, and I in Section III below. Each resume shall be two (2) pages maximum, single-sided or one (1) page, double-sided, using 12 point or greater font size. The Proposal pages shall be numbered and bound, with “Your Firm Name,” and **RFP Number 37313** 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. Address Proposal to: The Port Authority of New York and New Jersey, 2 Montgomery Street, Jersey City, NJ 07302, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and six (6) copies, along with seven (7) compact disc copies of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the reproducible original of the proposal and the written hard copy Agreement, if awarded, shall take precedence over material on the compact disc.
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal must be delivered in sufficient time so that the Authority receives it **no later than 2:00 p.m. on April 30, 2014**. The outermost cover of your submittal must include the RFP Number and the RFP title as indicated in “Subject” above. The Authority assumes no responsibility for delays caused by any delivery services.
- F. If your Proposal is to be hand-delivered, please note that only individuals with proper identification (e.g., photo identification) will be permitted access to the Authority’s offices. Individuals without proper identification will be turned away and their packages not accepted.

III. **SUBMISSION REQUIREMENTS:**

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company.
- B. Complete a copy of Attachment C (Company Profile).

- C. Demonstrate your compliance with the prequalification requirements listed in Section I, “Proposer Requirements” above.
- D. The Proposer is required to demonstrate that it is financially capable of performing the subsequent Agreement. The determination of the Proposer’s financial qualifications and ability to perform said Agreement will be in the sole discretion of the Authority. The Proposer shall submit, with its proposal, the following:

- 1. Financial Statement

- a. Certified financial statements, including applicable notes, reflecting the Proposer’s assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent three (3) calendar years or the Proposer’s three (3) most recent fiscal years.
- b. Where the certified financial statements in (a) above are not available, then reviewed statements from an independent Certified Public Accountant setting forth the aforementioned information shall be provided.

If the statements submitted in response to subparagraphs a. and b. above do not cover a period which includes a date not more than forty-five (45) days prior to the Proposal Due Date, the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

- 2. A statement of work regarding services similar to that required by this RFP that the Proposer has on hand, including any services on which a bid and/or proposal has been submitted, containing a description of the services, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name and contact information of an individual most familiar with the Proposer’s work on these jobs.
- 3. The name and address of the Proposer’s banking institution, chief banking representative handling the Proposer’s account, the Proposer’s Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer’s Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer’s account.

- E. Cost

- 1. Commission for Brokerage Services

The Consultant’s commission structure shall be annualized, and based upon a fifteen (15) year lease term. The lease agreements shall be negotiated by the Consultant as set forth in Attachment A.

- a) Proposed Rate(s) shall be broken down into various categories:
 - 1) New Lease
 - 2) Renewal Lease (extension of tenant’s lease within its existing leasehold)
 - 3) Existing tenant in new location or increasing/decreasing current space.

- b) The fee structure for lease(s) with a term greater than fifteen (15) years will be as mutually agreed upon by the Authority and the Consultant on a case-by-case basis.
 - c) The Consultant shall receive no commission with respect to leases entered into by the Authority with Authority-procured tenants whose presence in the PABT is required by the Authority, but will be eligible for a commission associated with renewals of such leases, upon request and approval of the Authority.
2. Management Fee for Retail Management Services
- Proposer should submit, as an Annual “flat fee” component, a management fee for retail management services, for each of the six (6) years, which shall be calculated independent from, and exclusive of, the Broker’s Fee that is earned on securing new leases or renewal of leases.
- The Consultant shall only earn a Management Fee, if it is determined by the Authority, after its performance audits, that the Retail Management of the PABT has been performed in compliance with the requirements stipulated in Attachment A, to the satisfaction of the Authority.
3. Optional Pricing
- Tenant Construction Alteration Process (TCAP) COMPLIANCE: fee per tenant
- F. Qualifications and Experience of Staff
- 1. Include detailed resumes of all full-time and other key personnel of your firm who will be assigned to perform the requested services. For each individual indicate his or her educational background, chronological history of employment, and any relevant licenses and/or certifications. The resumes should clearly identify the years of experience in the field related to the tasks for which the individual will be responsible.
 - 2. Include a profile of the persons identified in the organization chart (see item H., below) that describes how their experience and technical abilities will assist in the successful completion of the contemplated services.
 - 3. Identify and submit resumes of any supplemental staff who may be required to replace key staff as the need arises. Note that any replacement of staff is subject to the review and approval of the Authority at that particular time. Submission of names and resumes of these individuals with this Proposal does not impact the rights of the Authority to approve or not approve such staff in the future.
- G. Specific relevant experience of your firm. For all projects referenced, include the name of the company, a contact person and current telephone number for verification purposes. Provide detailed information regarding the performance of contract(s) referenced. Include a separate statement indicating if any such contracts (other than and including those listed) were terminated during their contract term as a result of the services performed.
- H. Proposed management approach to performance of the contemplated services. Factors addressed in your management approach shall include, but are not limited to: a) proposed organizational structure to be responsive to the Authority’s needs (include an organization chart identifying key individuals, their firm and office addresses, functions,

responsibility(ies) and reporting relationships); b) your approach to, and schedule for, keeping the Authority apprised of the services performed, or to be performed; and c) your approach to ensuring the quality and timeliness of the services to be provided.

- I. Describe the proposed technical approach to performance of the contemplated services. Your technical approach shall include a complete discussion of how your firm proposes to perform each task as required to demonstrate your firm's understanding of the required services. Include any tasks that may be required, but that have not been identified in Attachment A, giving your reasons for including those tasks.
- J. A complete list of your firm's affiliates.
- K. 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.
- L. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this 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. Exceptions raised at a time subsequent to proposal submission will not be accepted.

IV. SELECTION PROCESS:

The qualifications based selection process shall take into consideration the technical criteria presented below in order of importance, and subsequently cost, as appropriate.

- A. Staff Qualifications and Experience;
- B. Firm Qualifications and Experience;
- C. Management Approach; and
- D. Technical Approach.

After consideration of these factors, the Authority may enter into negotiations with the firm or firms deemed best qualified to perform the contemplated services.

V. ADDITIONAL INFORMATION:

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 Proposer shall be deemed to have made the certifications contained therein unless said Proposer submits a statement with its 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".

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 consultants, 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 requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State's Department of the Treasury

Your attention is directed to Paragraph 18 of the Authority's Standard Agreement in which the Director has stated the goals for Minority Business Enterprise participation. A listing of certified MBE/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

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

All questions, if any, must be received at least five (5) working days prior to the proposal due date by Ms. Tiernan at ttiernan@panynj.gov. 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. For RFP updates and Addenda, if any, Proposers are encouraged to monitor the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6> as required to ensure that they are aware of such changes.

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

Proposal preparation costs are not reimbursable by the Authority. The Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority.

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 waive defects in proposals, to undertake discussions and modifications with one or more consultants 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
Assistant Director
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL BROKER/RETAIL MANAGEMENT SERVICES AT THE PORT AUTHORITY BUS TERMINAL ON AN “AS-NEEDED” BASIS DURING 2014 TO 2017

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’s facilities also include all of its wholly owned subsidiaries, such as but not limited to The Port Authority Trans-Hudson Corporation (PATH), that is a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York-New Jersey transportation network.

The Port Authority Bus Terminal (“PABT” or “Bus Terminal”) is located at 625 8th Avenue between West 40th and West 42nd Streets in New York, NY. The PABT handles over 2.9 million arrivals and departures and almost 63 million passenger trips annually. On a typical weekday, over 200,000 passengers use the Bus Terminal. The “world’s busiest Bus Terminal” serves as the western anchor for the revitalized Times Square area and eastern anchor to new development in West Midtown, while continuing its role as a gateway to New York City. The Bus Terminal includes approximately 150,000 square feet of retail space within the North and South Wings, and has space to expand its retail offerings. The Authority is seeking a Broker/Retail Management Firm (“Consultant,” or “you”) to handle, on behalf of the Authority, all the leasing, marketing and management of the retail component of the PABT. Consultant shall provide services to the Authority and any of its related entities/subsidiaries as required by the Authority. The Authority is also exploring leasing opportunities for a vacant 13,000 square foot one-story building it currently owns on 9th Avenue between 40th and 41st Streets. This building is included as part of the PABT for the purposes of this scope of work.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of, but are not limited to, providing brokerage and retail management services at the PABT, including leasing such space on

behalf of the Authority, developing, implementing and updating leasing and marketing plans, and preparing reports documenting services performed, proposed changes, and actual facility performance.

III. DESCRIPTION OF CONSULTANT'S TASKS

The services of the Consultant may include, but are not limited to:

A. BROKER SERVICES

1. LEASING AND MARKETING PLAN PREPARATION

- a. Meet with Authority staff, and others as required, and assess the current state of tenancy at PABT, to discuss preparation of a Leasing Plan (LP) and Marketing Plan (MP) for the PABT, collectively referred to herein as a Leasing and Marketing Plan (LMP), and subsequently develop a LMP for the PABT retail areas, as required, to guide all leasing activity during the term of this Agreement.

- 1) The LP shall include, but is not limited to, preparation of:

- a) a market analysis of other similar properties for lease, local comparables, targeted rental rates, targeted tenant mix and type, tenant creditworthiness criteria, potential inducement packages, etc.;
- b) a list of prospective tenants, a leasing pro-forma for PABT, and analyses of potential early terminations/extensions;
- c) identification of proposed capital improvements and/or expenditures that may result in improved retail activity; and
- d) an analysis that compares other mass transit facilities in regard to space allocation, rent structure, sales and revenue projections, with the Bus Terminal. The analyses should include data from at least two (2) comparable mass transit facilities such as Grand Central Terminal or New York Penn Station.

- 2) The MP shall include, but is not limited to:

- a) providing for the promotion of the PABT (e.g. grand openings or other tenant promotions);
- b) a provision to coordinate and/or assist retail operators with special promotions, targeted marketing, and other retail enhancements opportunities;
- c) directories (brochures and interior, non-revenue signage), which may include promotional events, graphics campaigns, seasonal campaigns, holiday shopping bags, and store discounts;
- d) activities hosted by community organizations or cultural institutions. One of the goals of the MP shall be to promote retail tenancy awareness among PABT ridership as well as the surrounding community;
- e) A schedule for implementation of the proposed MP.

- 3) Submit a draft LMP within sixty (60) days of award of the Agreement. Incorporate Authority comments and resubmit the LMP as final within ten (10) business days of receipt of the Authority's comments.
- b. Except as otherwise directed, update the LMP every six (6) months to reflect changes to the retail market, neighborhood, residential demographics, retail space requirements, and surrounding commercial development, pedestrian circulation and construction; incorporate Authority's comments, and resubmit as final. The Authority will accept, in writing, the final LMP.
- c. Manage implementation of the approved LMP in conjunction with Authority staff.
- d. Develop (within three (3) months of notice to proceed), host, and maintain a web site that shall allow the public to identify retailers located at the PABT, including their respective operating hours, promotions, etc. At a minimum, the website shall be updated monthly to include any new and/or relocated tenants, promotions, etc. As directed by the Authority, link said site to the Authority or Consultant's web-page(s).
- e. Place professional "FOR LEASE" signs, as approved by the Authority, in available spaces, and hold Brokers' Open Houses, as appropriate, to market available space. Identify space available for lease, with details as appropriate, on the website(s). The web site address shall appear on all marketing materials as well as on the "FOR LEASE" signs.
- f. Maintain a list of prospective tenants by building site/location in the event that space becomes available. This list shall be available to the Authority.
- g. Notify prospective tenants of any PABT available, or soon-to-become-available, retail space. At a minimum, keep the Authority informed during the marketing process of such space, through meetings and/or conference calls (as required), but in any case no less than twice per month.
- h. As retail space becomes available, and in anticipation of retail space becoming available, propose the best approach for marketing said space, and meet with Authority to discuss your proposal, and the reasons therefor.
- i. Prepare, and submit a quarterly work sheet indicating leasing efforts taken in the prior three (3) months. This shall include, but is not limited to, a list of prospective tenants that were shown spaces, their responses (and comments) if any, and any marketing efforts undertaken during the period.
- j. The Consultant shall be available Monday through Friday to show the space to interested parties and other Brokers, as required.

2. NEGOTIATION AND LEASE OF THE PREMISES

The Consultant shall be the exclusive leasing broker with respect to the PABT. However, the Authority shall have final approval rights over all leasing and tenant-related decisions.

- a. Conduct all physical showings of the space in person, and explain the Authority leasing and Tenant Construction Alteration Process (TCAP), a copy of which is available at <http://www.panynj.gov/business-opportunities/tcap/>, and to answer any questions that arise.
- b. Consider and review all offers submitted on the space for lease, with the Authority, and answer any questions pertaining thereto, or to a counter-offer, etc. as approved by the Authority.
- c. Prepare and submit a standard term sheet to be used when negotiating with third parties. Incorporate Authority comments as required.
- d. Recommend modifications to the Authority's Leasing strategy, or standard form of lease, which may be in the best interest of the Authority (giving your reasons therefor), or as required to reflect market changes. Upon approval of the Authority, incorporate all such modifications, as appropriate.
- e. Negotiate all economic and material non-economic points with tenant(s) identified by you. Upon finalizing said negotiations (based in part on conformity to the Leasing Plan), submit a lease proposal package/term sheet (prepared by you and approved by the Authority) for the Authority's review and approval. Said package shall include, but not be limited to: a) the tenant's name and proposed lease term; b) the basic, additional and percentage rent to be paid; c) the square footage and location of the premises; d) free rent, tenant allowances and other incentives; e) the proposed use of the premises; f) credit information regarding the tenant; g) any services (including design and construction services) to be provided to the tenant that the Consultant believes are non-customary, with associated costs; h) any tenant termination rights; i) any co-tenancy requirements; j) a copy of the standard lease marked to show requested changes, if any; k) security deposit; l) rent commencement date; m) index rent; n) sublease and assignment; o) Landlord thirty (30)-day termination right; p) alterations; q) utilities; and r) any tenant improvement(s) and associated design and construction schedules, and budgets.
- f. If the Consultant seeks to have the Authority engage in a lease termination, amendment, assignment, renewal, or relocation, it shall provide a lease modification form to the Authority for its consent and approval. Said form shall contain a) the tenant's name and proposed lease term, if applicable; b) an executive summary of the proposed transaction; and c) a copy of the standard lease marked to show requested changes required to reflect such proposed transaction, and the reasons for the proposed termination.
- g. Once the terms of the lease has been agreed to by both the prospective tenant and the Authority, the Authority will prepare a lease (and/or renewal, extension, amendment or termination thereof, as applicable) for review by the tenant or tenant's representative.

- h. Obtain financial information concerning each proposed tenant or any proposed guarantor as appropriate, and as the Authority may request. To the extent the Consultant deems necessary, and as approved by the Authority, seek references from prospective tenants and conduct such other investigation as will establish whether the prospective tenant is capable of performing all obligations under the proposed lease. This shall include performing background checks (see Section IV.B.2.) and investigating all prospective tenants, including partners, joint ventures, and other key participants.
- i. Maintain comprehensive lease files for all leases at the PABT, including complete copies of leases and amendments, abstracts, correspondence, licenses, insurance certificates and letters of credit, and all other documentation relating to said leases and tenants.
- j. Develop and update a schedule for the purpose of tracking planned and actual dates (timelines) for tenant improvements or other tenant matters that require special attention.
- k. Engage in marketing and leasing activities as required to develop a Minority and Women Owned Business Enterprise (M/WBE) community outreach program for retail tenancy, retail employment, retail support services, retail space design and construction opportunities, and coordinate its implementation with the Authority.

3. REPORTING FOR BROKERAGE SERVICES

- a. Generate bi-annual revenue reports comparing actual revenue to budgeted/forecasted costs and revenues (include detailed explanations of variances); M/WBE Utilization Reports; and such other customary financial and management reports as required.
- b. Within thirty days after the end of the months June and December of each year for which Consultant is providing services under this Agreement, prepare and submit to the Authority a report documenting financial performance of the PABT retail tenants, i.e. regarding areas such as forecasted retail sales versus actual sales, as well as updated financial pro-formas with respect to the immediately following twelve (12) month period.
- c. Generate an annual report, as directed by the Authority, by the second quarter of every year to project current and long-range revenue and expense forecasts (fifteen (15) years) of projected results that shall be supplied to the Authority for planning purposes.

B. RETAIL MANAGEMENT SERVICES

- 1. Monitor and enforce lease compliance, including reviewing lease documents and PABT Rules and Regulations, which include: “use” clauses; insurance, health and similar inspections; performance guarantees; pricing policies; product quality and variety; capital expenditures; operating hours; signage; visual merchandising; employee appearance; customer service; cleaning and maintenance; and M/WBE requirements, and assess tenant compliance thereto. Depending on the nature of the non-compliance and the remedies available under the lease and applicable law, the

Consultant shall first work with the tenants to resolve the matter(s), and may recommend enforcement action to the Authority, as appropriate.

2. Directory signage may include directory information not specifically retail related; i.e., bus ticketing area, police, etc., as directed by the Authority. Directory signage shall be updated as required, but in any case, at least once every six (6) months.
3. Address all retail related customer service issues, complaints, requests, etc., from all parties to leases and other related contracts within two (2) days of receiving such request and notify the Authority in writing of all such matters, within twenty-four (24) hours of receipt of such request.
4. Advise the Authority promptly of service or delivery of, any claim, summons, subpoena or other similar material legal documents, any written notices of default from a party to any contract, or any written threats of litigation, any notice of violation of any legal or insurance requirements, or any notice, letter or other communication asserting any claim against the Authority and provide a copy of same to the Authority.
5. Notify the Authority promptly after it becomes aware of any fire or other damage to the PABT after notifying the Port Authority Police Department and/or calling 911 as appropriate.
6. Employ and provide on-site staff Monday-Friday, between 10AM to 6PM, to perform daily functions. All staff shall be subject to approval by the Authority.
7. Implement any new policies and procedures as directed by the Authority.
8. Provide quarterly quality control audits and reports covering retail tenants' compliance with lease and other requirements, cleanliness of retail tenants' premises, timeliness of service and quality of the products being offered, as noted in the Port Authority's Customer Care Standards Manual (Customer Care Manual), included herewith. Submit a report, to be created by the Consultant and approved by the Authority, within thirty (30) days of the end of each quarter, summarizing your findings.
9. Conduct comprehensive and thorough quarterly retail merchant operation reviews, based on the Customer Care Manual.
10. Act as a liaison between the Authority and PABT retail tenants. This shall include, conducting regular retail tenant meetings, with the Authority present, at least once every two months to discuss common problems, inform tenants of upcoming events, changes in bus service (i.e. gate usage), construction and other factors that may affect operations. The Consultant shall prepare minutes of each meeting, and shall submit the draft minutes within five (5) business days to the Authority. Incorporate Authority's comments, as appropriate, and submit as final within three (3) business days of receipt of such comments.

11. COMPREHENSIVE CUSTOMER SERVICE PROGRAM

Develop a comprehensive customer service program ("Program"), which includes customer service training for retail store managers and employees; and identifies the Consultant's monitoring activities. The Program shall include, but not be limited to:

- a. Preparation of a tenant handbook that contains the Customer Care Manual.
- b. Performance of a quarterly “Mystery Shopper” program, to determine which retailers need improvement and to provide feedback to each store manager and corporate office. The Consultant shall follow up with retail tenants (store managers and/or corporate offices as appropriate) to ensure that all deficiencies are addressed.
- c. Performance of weekly “walk-throughs” to ensure that retail tenants are complying with PABT Rules and Regulations, attached hereto, such as operating hours, signage restrictions, uniform and name-tag use, and merchandising standards. Noted violations must be discussed with store managers immediately and followed up in writing within a week. The Consultant shall be responsible for following up with the tenants to ensure that any infraction has been corrected appropriately and in a timely manner.

C. TCAP COMPLIANCE – Optional Services

The Authority requires that all tenants comply with a TCAP for any construction, alteration or renovation work that occurs within its facilities. Similar to a Buildings Department that enforces code compliance, the Authority reviews, approves and monitors construction activity within its facilities. As part of an effort to maintain tenant satisfaction at the PABT, the Consultant shall act in an administrative role to assist tenants with the TCAP and coordinate submissions by them, their architects and contractors in order to maintain an efficient and timely review of TCAPs submitted by the retail tenants.

The Consultant shall assist retail tenants with tenant design submittals, construction procedures, phasing and logistics, staging, schedules, site surveys, and permit requirements as required to ensure compliance with the Authority’s TCAP, which shall include attending pre-construction and subsequent construction meetings, and all inspections.

IV. CONDITIONS AND PRECAUTIONS

A. General

1. The Consultant shall not, without the advance consent of the Authority, permit any entity/person to occupy any space in the PABT without an executed lease.
2. The Consultant shall use commercially reasonable efforts to enforce the performance by tenants of all the terms and conditions of their respective leases; provided, however, that the Consultant may not institute any litigation in connection with such enforcement.
3. The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

B. Identity Checks and Background Screening

The Consultant and any sub-Consultant shall follow security requirements at the PABT facility, which may include but not be limited to:

1. The inspection of not less than two (2) forms of valid and current government issued identification (at least one having an official photograph) to verify name and residence for Facility badging.
2. The Port Authority utilizes the Secure Worker Access Consortium (SWAC) for validating a person's identity and credentials. All personnel must obtain a Level 3 access clearance by first obtaining an identity card from SWAC and then by having such identity card renewed annually. For additional information on SWAC, visit www.secureworker.com or call 1-866-477-7922.

ATTACHMENT B

PERFORMANCE OF EXPERT PROFESSIONAL BROKER/RETAIL MANAGEMENT SERVICES AT THE PORT AUTHORITY BUS TERMINAL ON AN “AS-NEEDED” BASIS DURING 2014 TO 2017 (RFP #37313)

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 Port Authority Freedom of Information Code and Procedure (FOI Code) adopted by the Port Authority’s Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, 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

**PERFORMANCE OF EXPERT PROFESSIONAL BROKER/RETAIL
MANAGEMENT SERVICES AT THE PORT AUTHORITY BUS TERMINAL ON
AN “AS-NEEDED” BASIS DURING 2014 TO 2017 (RFP #37313)**

COMPANY PROFILE

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 Port 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 Port Authority, see the Port Authority’s web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.

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

FIRM NAME
ADDRESS
CITY, ST ZIP

Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL BROKER/RETAIL
MANAGEMENT SERVICES AT THE PORT AUTHORITY BUS
TERMINAL ON AN "AS-NEEDED" BASIS DURING 2014 TO 2017**

Dear CONTACT:

1. The Port Authority of New York and New Jersey ("Authority") hereby offers to retain FIRM NAME ("the Consultant" or "you") to provide expert professional *****
***** as more fully set forth in Attachment A which is attached hereto and made a part hereof. The term of the Agreement may be renewed at the discretion of the Authority for up to one (1) additional three (3)-year period. Said extension shall be sent by letter at least thirty (30)-days prior to the end of the current term.

The Authority does not guarantee the ordering of any services under this Agreement.

2. This Agreement shall be signed by you and the Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director, *** Department, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in him unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Director has designated ***, TITLE, to act as his duly authorized representative. The Project Manager for this project is *****, at (***) ***-****, or e-mail 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. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder, and all work to be performed hereunder as set forth in Attachment A, will be subject to the review of the Director. The Director may disapprove, if in his sole opinion said items/services are not performed in accordance with the requirements of this Agreement or professional standards. If any of the said items/work or any portion thereof are so disapproved, the Consultant will forthwith revise or re-perform 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 or re-performance of such work. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval a staffing analysis of such services to the Authority. Approval of such direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement. Preparation of the staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

7. 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, and C below.

The Authority reserves the right of approval of all personnel performing services under this Agreement.

The Consultant shall verify that its employees working under this Agreement (in the United States) are legally present and authorized to work there, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

A. The Commission Structure shall be as follows:

TBD

The Consultant shall receive no commission with respect to leases entered into by the Authority with Authority-procured tenants whose presence in the PABT is required by the Authority, but will be eligible for a commission associated with renewals of such leases, upon request and approval of the Authority.

B. Management Fee: \$____/year (to be paid monthly)

The Consultant shall only earn a Management Fee for the work set forth in Attachment A, Section III.B, if it is determined by the Authority, after its performance audits, that the Retail Management of the PABT has been performed in compliance with the requirements stipulated in Attachment A, to the satisfaction of the Authority (See Section 5 above).

C. Optional fees – Tenant Construction Alteration Process (TCAP) Compliance:
\$_____/tenant

8. On or about the fifteenth day of each month, you shall render a bill for services performed 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 will, 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.

9. 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 will 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Originals of 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 of which 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.

15. 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.

16. You shall promptly and fully inform the Director in writing of any intellectual property disputes, as well as 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.

17. 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.

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

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights.

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

The Authority has a list of certified MBE/WBE service firms, which is available to you at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>. The Consultant shall be required to submit to the Authority's Office of Business Diversity and Civil Rights for

FIRM

- PAGE 6 -

DATE

certification the names of MBE/WBE firms it proposes to use who are not on the list of certified MBE/WBE firms.

19. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

At the direction of the Authority, you shall have your employees, subconsultants and their employees execute Authority approved non-disclosure agreements.

- Consultant/Subconsultant identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

No person shall be permitted on or about the non-public areas of the Authority's construction sites or facilities (including rental spaces) without a facility-specific photo identification

credential approved by the Authority. If the Authority requires facility-specific identification credentials for the Consultant and the subconsultant's staff, the Authority will supply such identification at no cost to the Consultant or its subconsultants. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the Consultant or to immediately report to the Authority the loss of any staff member's or subconsultant's individual facility-specific identification credential. The Consultant will be billed for the cost of the replacement identification credential. Staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working at, or leaving an Authority construction site or facility.

Staff may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, non-laminated social security card for identify and SSN verification.

- Designated Secure Areas

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Authority information considered Confidential Information (“CI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this Agreement and will govern the possession, distribution and use of CI. Protecting CI and other sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, CI procedures, protocols and practices, which may include, but which are not necessarily limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

20. 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 or 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 the Consultant 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 or 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".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

21. 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 and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. If vehicles are to be used to carry out the performance of this Agreement, 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 \$5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its related entities as additional insureds and shall contain an endorsement 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.

C. Professional Liability Insurance:

Not less than \$2,000,000 each occurrence, covering negligent 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, including but not limited to the 30 day cancellation notice and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) 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 General Manager shall so direct, the Consultant 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 General 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 Consultant to the Authority.

4) 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.

22. 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.

23. 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 in Sections 23 and 24, 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, or during the term of this Agreement, 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. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might, under this clause, make it unable to make the foregoing certifications, or might require disclosure.

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. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

During the term of this Agreement, the Consultant shall remain responsible. The Consultant agrees, if requested by the Authority, to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant shall comply with the terms of the suspension order. Agreement activity may resume at such time as the Authority issues a written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the Consultant, and an opportunity to be heard with appropriate Authority officials or staff, the Agreement may be terminated by the Authority at the Consultant's expense where the Consultant is determined by the Authority to be non-responsible. In such event, the Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and may pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

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

At all times, 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 to 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 or 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 the event that the Consultant becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "<http://www.panynj.gov/inspector-general>" for information about reporting information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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.

28. 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 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. The Authority's determination regarding any conflict of interest shall be final.

29. DEFINITIONS

As used in sections 23 to 28 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.

30. 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 his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

31. 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.

32. References herein to the Authority shall and shall be deemed to mean equally the Port Authority Trans Hudson Corporation (PATH).

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ACCEPTED:
Company: _____

Lillian D. Valenti
Director
Procurement Department

By: _____

Title: _____

Date _____

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 "33" to "34" and insert a new Paragraph "33" as follows:

33. 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.

Port Authority Corporate Standards Manual Customer Care Program





THE PORT AUTHORITY OF NY & NJ

Ernesto L. Butcher
Chief Operating Officer

March 2006

Dear Port Authority Partners:

The Port Authority of NY & NJ has recently embarked on a Customer Care program designed to improve the quality of service offered at Port Authority facilities regardless of who provides the service. Every employee, whether they are Port Authority employees or Partner employees, contributes to the quality of customer service.

To that end, I am pleased to share with you The Port Authority of NY & NJ's Corporate Customer Service Standards Manual. These six standards concentrate on aspects of services and facilities that most impact customer satisfaction at Port Authority facilities as determined by data gathered through customer service surveys and other feedback mechanisms. These six corporate standards are supplemented by each of our line businesses with specific standards that are applicable to them. Please be guided by both, the six corporate standards and any additional standards developed and implemented by each business area.

All of the standards listed in this manual have a designation indicating whether the standard is a high or a routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items.

I recommend you employ this manual in your daily operation, ensuring that all your employees and those of your contractors are familiar with its content and requirements.

I want to thank you and the many people who work together at Port Authority facilities every day to provide a positive experience for each customer. With your continued cooperation and support and our joint commitment, we believe that customer service will be a hallmark at all of our facilities.

Sincerely,

Ernesto L. Butcher
Chief Operating Officer



225 Park Avenue South, 15th Floor
New York, NY 10003
T: 212 435 7887 F: 212 435 4050

Port Authority Corporate Standards Manual Customer Care Program

Port Authority Facilities

John F. Kennedy International Airport	Elizabeth-Port Authority Marine Terminal
Newark Liberty International Airport	Port Newark
LaGuardia Airport	Howland Hook Marine Terminal
Teterboro Airport	PATH Rail Transit System
Downtown Manhattan Heliport	Journal Square Transportation Center
AirTrain JFK	The Legal Center
AirTrain Newark	The Teleport
George Washington Bridge	Ferry Transportation
George Washington Bridge Bus Station	Essex County Resource Recovery Facility
Lincoln Tunnel	Bathgate Industrial Park
Port Authority Bus Terminal	Industrial Park at Elizabeth
Holland Tunnel	Waterfront Development
Bayonne Bridge	Queens West Waterfront Development
Goethals Bridge	The South Waterfront at Hoboken
Outerbridge Crossing	World Trade Center Site
Auto Marine Terminal	
Brooklyn Port Authority Marine Terminal	
Brooklyn Piers	
Red Hook Container Terminal	

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The Port Authority of New York & New Jersey

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Table of Contents

	INTRODUCTION	1
1.0	Employee Attitude, Appearance, Awareness and Knowledge	4
2.0	Walkways, Corridors, Elevators and Escalators	7
3.0	Restrooms	9
4.0	Retail Services	13
5.0	Food & Beverage Services	17
6.0	Public Circulation & Queue Management	21

INTRODUCTION

The Standards

These Customer Service Standards concentrate on aspects of services and facilities that most impact customer satisfaction at Port Authority facilities as determined by data gathered through customer service surveys and other feedback mechanisms. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

- Standards referring to "Adequate" or "Sufficient" lighting shall conform to the Illuminating Engineering Society of North America (IES-NA) ***Lighting Handbook, 8th Edition Section 11*** as they pertain to the respective areas and activities.
- All signs shall be in conformance with the Port Authority ***Signing and Wayfinding Standards Manual*** as well as those areas addressed in this manual.

Customer Care Standards are being implemented at Port Authority facilities, and are reviewed regularly against best industry practices to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, facility quality assurance reviews, focus groups and data gathered for the Port Authority.

The manual includes a designation at the end of each of the standards indicating whether the standard is a high or routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered routine in nature.

Immediate Action Items

Certain aspects of the Mystery Shopping and Facility Quality Assurance Review process are deemed to be "***Immediate Action Items***", requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Rudeness/indifference to customers**
- **Excessive disrepair**

If mystery shoppers/inspectors witness any of these conditions they will immediately notify the proper facility contacts.

I. SERVICE COMMITMENT

All Port Authority employees are responsible for upholding these Standards - and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas. It is suggested that all partners attend an annual briefing session with the Port Authority to review these standards.

Commitment to upholding the standards is essential for providing quality customer service. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards

There is, however, an important distinction between the level of customer satisfaction achieved by a Partner, and the Partner's level of commitment and compliance to these standards. Customer satisfaction is useful in measuring the customers' perceptions about each facility's services but does not directly evaluate a Partner's commitment, compliance, or performance. Similarly, Partner compliance is a useful measure to determine how committed a Partner is to implementing these standards; yet this may not be reflected in the Partner's level of customer satisfaction. Where feasible, the two elements, customer satisfaction and Partner's commitment, must be measured and evaluated together to determine a Partner's true effectiveness and the effect these standards have on customer service.

II. METHODOLOGY

This methodology identifies the elements that are most important to customer service and provides a recommended strategy for assessing Partner's performance.

There are three major components to the development of good performance :

- 1. Customer Service Standards Manual.** The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.
- 2. Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring commitment of all Partners to improve customer service through several acts including but not limited to Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's experience.
- 3. Port Authority Leases.** All references to the "Corporate Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of this manual.

A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners performance. Limiting the data to few sources allows Port Authority staff to focus their efforts on developing and refining the questions and data collection procedures, rather than attempting to use multiple sources that employ different collection techniques and scoring methodologies. Mystery shopping, facility quality assurance reviews, and additional data collection all monitor Partners performance. The customer satisfaction survey measures customer perception of various services and facilities at each facility. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of these standards with the objective of improving customer service:

- 1. Customer Satisfaction Survey** – The Customer Satisfaction Survey report quantifies customer evaluations regarding the quality of the facilities and services
- 2. Mystery Shopping** – The mystery shopping report summarizes the performance and quality of various operators and services at each of the facilities based on selected criteria representative of all the key attributes for each Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage is reported for each Partner. This is the predominant method of data collection as it provides some measure of Partner performance for all of the service standard categories.
- 3. Facility Quality Assurance Reports** – Facility quality assurance reports provide summarized routine and high priority deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of "0" if the standard is met or "1" if it does not meet the standard. Routine deficiencies are quick fixes identified with mostly cleaning or management issues while high priority deficiencies are those addressing condition and functionality and are more likely to be capital intensive and long term fixes. The high and routine deficiencies identified through facility quality assurance reviews are then totaled and distributed to all partners for follow up actions.
- 4. Additional Data Collection and Partners' Information** – This includes working with Partners and monitoring respective action plans and collecting appropriate data.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All facility employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind “... **people may not remember exactly what you did or what you said ... but they will always remember how you made them feel**”.

Standards of Employee Attitude, Appearance, Awareness and Knowledge

All employees will meet or exceed the following standards:

1.1 Attitude, all employees shall:

- 1.1.1 Greet all customers in a friendly and professional manner. Address customers proactively – be friendly and approachable – anticipate customer’s needs. Customers and passengers shall not have to initiate contact.
- 1.1.2 Display a positive attitude toward passengers and fellow employees at all times.
- 1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer’s problem.
- 1.1.5 Be capable of communicating clearly when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and tone of voice with customers.
- 1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.
- 1.1.9 Make every effort to satisfy customers’ needs, even when those needs are outside the employee’s specific job scope.
- 1.1.10 Focus on customers and not gather in a group to chat while on duty.
- 1.1.11 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge (continued)

- 1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.
- 1.1.13 Not nap or sleep while on duty or in a public area.
- 1.1.14 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

1.2 Appearance, all employees shall:

- 1.2.1 Be well groomed, clean and present a professional appearance.
- 1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.
- 1.2.3 Wear nametags and/or official identification that is visible to the public at all times.
- 1.2.4 Wear clean, neat and pressed uniforms while on duty.
- 1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

1.3 Awareness, all employees shall:

- 1.3.1 Be obligated to report suspicious items and/or activity.
- 1.3.2 Ensure that all secure doors and gates are closed properly after each use.
- 1.3.3 Not allow persons to follow them through any secure door or gate.
- 1.3.4 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.

1.4 Knowledge, all employees shall:

- 1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge (continued)

- 1.4.2 Convey accurate information using clear and understandable terms.
- 1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
- 1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.
- 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions.
- 1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to passengers with reduced mobility.

2.0 – Walkways/Corridors/Elevators/Escalators

2.1 Standards of Cleanliness

- 2.1.1 Carpet and floors shall be free of debris and stains and appear clean. (R)
- 2.1.2 Floors shall be dry, free of spills or water. (H)
- 2.1.3 Ceilings shall be clean and free of dust. (R)
- 2.1.4 Light fixtures and assemblies shall be clean and free of dust. (R)
- 2.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. (R)
- 2.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. (R)
- 2.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. (R)
- 2.1.8 Heating and air conditioning units shall be clean and dust free. (R)

2.2 Standards of Condition

- 2.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. (H)
- 2.2.2 Ceilings shall be in good condition, even across the ceiling and free of visible damage. (R)
- 2.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. (H)
- 2.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. (R)
- 2.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize customer inconvenience. (H)
- 2.2.6 Elevator button lights and switches shall be in good condition. (R)
- 2.2.7 Each elevator emergency phone or communication device shall be in working condition. (R)

2.0 – Walkways/Corridors/Elevators/Escalators (continued)

- 2.2.8 Corridors and walkways shall be free of obstructions. (R)
- 2.2.9 Heating and air conditioning units shall be in working order. (R)
- 2.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint. (R)

2.3 Standards of Functionality

- 2.3.1 All monitors, including Information Display Systems shall be in working order. (R)
- 2.3.2 Elevator button lights and switches shall be operational. (R)
- 2.3.3 Public address system shall be in working order and audible from all areas. (H)
- 2.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles. (H)
- 2.3.5 In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. (R)

2.4 Signs, Directions, and Information

- 2.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services. (R)
- 2.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Signing and Wayfinding Standards. (R)
- 2.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. (R)
- 2.4.4 All monitors, including Information Display Systems, shall be clear, visible with accurate information. (R)
- 2.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Signing and Wayfinding Standards. (R)

3.0 – Restrooms

General Requirements

- a) Restrooms shall have sinks with soap dispensers. (R)
- b) Female restrooms shall be equipped with sanitary dispensers and sanitary trash receptacles. (R)
- c) All restrooms shall have sanitary seat covers available. (R)
- d) All stall doors must have door locks or latches. (H)
- e) All stalls shall be equipped with a clothes hook or a pocketbook holder. (R)
- f) All restrooms shall be equipped with an appropriate number of trash receptacles. (R)
- g) Paper products shall be provided in adequate supply to meet peak traffic flow. (H)

3.1 Standards of Cleanliness

- 3.1.1 Floors shall be free of debris and stains and appear clean. (R)
- 3.1.2 Floors shall be dry, free of spills or water. (H)
- 3.1.3 Unpleasant odors shall not be detected. (R)
- 3.1.4 Mirrors shall be free of streaks, smudges and watermarks. (R)
- 3.1.5 Sinks shall be clean, and faucets shall have a polished appearance. (R)
- 3.1.6 Entranceways and doors shall be clean and free of debris. (R)
- 3.1.7 Paper towel holders and/or automatic hand dryers shall be clean. (R)
- 3.1.8 Urinals shall be clean and free of debris. (R)

3.0 – Restrooms (continued)

- 3.1.9 Tiles and walls shall be clean. (R)
- 3.1.10 Soap dispensers shall be clean and free of soap scum. (R)
- 3.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. (R)
- 3.1.12 Light fixtures and assemblies shall be clean and free of dust. (R)
- 3.1.13 Sanitary dispensers shall be clean. (R)
- 3.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. (R)
- 3.1.15 Baby changing stations shall be clean. (R)
- 3.1.16 Walls and doors of toilet and toilet stalls shall be clean. (R)
- 3.1.17 Ceilings shall be clean and free of dust. (R)
- 3.1.18 Countertops shall be clean and free of debris and be dry. (R)

3.2 Standards of Condition

- 3.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. (R)
- 3.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. (R)
- 3.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. (R)
- 3.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. (R)
- 3.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. (R)
- 3.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. (R)

3.0 – Restrooms (continued)

- 3.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. (R)
- 3.2.8 Soap dispensers shall be in good condition. (R)
- 3.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. (R)
- 3.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. (R)
- 3.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. (R)
- 3.2.12 Trash and sanitary receptacles shall be in good condition. (R)
- 3.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. (R)
- 3.2.14 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint. (R)
- 3.2.15 Ceilings shall be free of cracks and stains. (R)
- 3.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. (R)
- 3.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. (R)

3.3 Standards of Functionality

- 3.3.1 Public address system shall be clear and audible in the restroom areas. (H)
- 3.3.2 Cleaning supplies and equipment shall be stored out of the public view when not in use and doors to closets kept closed. (H)
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Restrooms – 23 foot-candles. (H)
- 3.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. (H)

3.0 – Restrooms (continued)

- 3.3.5 Toilets and urinals shall be in working order. (H)
- 3.3.6 Door locks and latches shall be in working order. (H)
- 3.3.7 Sink drains and faucets shall be in working order. (R)
- 3.3.8 Baby changing stations shall be in working order. (H)
- 3.3.9 Sanitary dispensers shall be filled and in working order. (R)
- 3.3.10 Soap dispensers shall be in working order and have soap available. (R)
- 3.3.11 Unpleasant odors shall not be detected. (R)

3.4 Signs, Directions, and Information

- 3.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Signing and Wayfinding Standards. (R)
- 3.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Signing and Wayfinding Standards. (R)
- 3.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. (R)

4.0 – Retail Services

4.1 Standards of Cleanliness

- 4.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. (R)
- 4.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. (R)
- 4.1.3 Entrance doors and frames shall be free of smudges, dirt and grime. (R)
- 4.1.4 Glass windows and display cases shall be clean. (R)
- 4.1.5 Light fixtures and assemblies shall be clean and free of dust. (R)
- 4.1.6 All walls and columns shall be clean. (R)
- 4.1.7 Ceilings shall be clean and free of dust. (R)
- 4.1.8 Sales and cashier areas shall appear neat, organized and clean. (R)
- 4.1.9 Heating and air conditioning units and vents shall be clean. (R)

4.2 Standards of Condition

- 4.2.1 Carpets shall be free of holes, rips and worn or frayed areas. (R)
- 4.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. (R)
- 4.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. (R)
- 4.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. (R)
- 4.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. (R)
- 4.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no visible broken parts. (R)
- 4.2.7 Walls and columns shall be free of large cracks, holes and graffiti. (R)

4.0 – Retail Services (continued)

- 4.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. (R)
- 4.2.9 All displays and racks shall be arranged so as to permit free movement by customers. (R)
- 4.2.10 Stock shall be stored out of view of customers whenever possible. (R)
- 4.2.11 Ceilings shall not be stained or have any broken tiles. (R)
- 4.2.12 Employees' personal belongings shall not be visible to customers. (R)
- 4.2.13 Heating and air conditioning units shall be in good working order. (R)
- 4.2.14 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas. (R)

4.3 Standards of Functionality

- 4.3.1 In the event of any delays, essential services should remain open for customers after normal business hours. (H)
- 4.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Retail – 72 foot-candles. (H)
- 4.3.3 Public Address System (PAS) and music system shall be in a clear and audible working condition with appropriately set volume level. (H)
- 4.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. (R)
- 4.3.5 Television monitors shall be clear, visible and in good working condition. (R)

4.4 Signs, Directions, and Information

- 4.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. (R)
- 4.4.2 Operators whose lease agreement require, shall prominently display "Street Pricing" signing. (R)
- 4.4.3 A telephone number shall be visible so customers can call with complaints or compliments. (R)
- 4.4.4 Hours of operations shall be displayed and fully observed. (R)

4.0 – Retail Services (continued)

- 4.4.5 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. (R)
- 4.4.6 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Signing and Wayfinding Standards. (R)
- 4.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. (R)
- 4.4.8 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. (R)
- 4.4.9 When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet. (R)
- 4.4.10 There shall be no unauthorized postings. (R)
- 4.4.11 All retail outlets offering sale of Metro Cards shall have appropriate signing. (R)

4.5 Standards of Retail Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

- 4.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. (R)
- 4.5.2 Employees shall always provide customers with a receipt and a "thank you". (R)
- 4.5.3 Employees shall always give correct change. (R)
- 4.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. (R)
- 4.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. (R)

4.0 – Retail Services (continued)

- 4.5.6 Any complaints shall be dealt with promptly and records maintained. (R)
- 4.5.7 Employees shall have appropriate knowledge of items being sold. (R)
- 4.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. (R)

4.6 Standards of Product

- 4.6.1 All items shall be sold at “Street Prices” as defined in the lease/permit. (R)
- 4.6.2 Merchandise shall be attractively displayed. (R)
- 4.6.3 Facility managers shall ensure that concessionaires provide a variety of items that meet customers’ needs, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. (R)
- 4.6.4 Damaged merchandise shall be removed from display areas immediately. (R)
- 4.6.5 Displays shall be maintained to provide an uncluttered appearance. (R)
- 4.6.6 All prices shall be clearly displayed. (H)
- 4.6.7 No items shall remain on shelves past expiration dates. (R)
- 4.6.8 Merchandise shall be stocked in quantities sufficient for normal customer traffic. (R)
- 4.6.9 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. (H)

5.0 – Food & Beverage

5.1 Standards of Cleanliness

- 5.1.1 All areas in the establishment shall be clean and well maintained. (R)
- 5.1.2 Debris shall be removed from tables and counters within two minutes. (R)
- 5.1.3 Area shall be free of unpleasant odors. (R)
- 5.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. (R)
- 5.1.5 Entrance doors and frames shall be free of smudges, dirt and grime. (R)
- 5.1.6 Ceilings shall be clean and free of dust. (R)
- 5.1.7 Glass windows and display cases shall be clean. (R)
- 5.1.8 All food used for display purposes shall be changed regularly. (R)
- 5.1.9 Sales and cashier areas shall appear organized and clean. (R)
- 5.1.10 Tray slides shall be clean. (R)
- 5.1.11 Trays shall be washed, not just wiped. (R)
- 5.1.12 Light fixtures and assemblies shall be clean and free of dust. (R)
- 5.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. (R)
- 5.1.14 All visible cooking equipment shall be clean. (R)
- 5.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. (R)
- 5.1.16 Heating and air conditioning units and vents shall be clean. (H)

5.2 Standards of Condition

- 5.2.1 Carpets shall be free from holes, rips and worn or frayed areas. (R)
- 5.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. (R)

5.0 – Food & Beverage (continued)

- 5.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. (R)
- 5.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. (R)
- 5.2.5 All visible cooking equipment shall be well maintained and in good working order. (R)
- 5.2.6 Ceilings shall be free of stains and broken tiles. (R)
- 5.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. (R)
- 5.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas. (R)
- 5.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. (H)
- 5.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. (R)
- 5.2.11 Employees' personal belongings shall not be visible to customers. (R)
- 5.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. (R)

5.3 Standards of Functionality

- 5.3.1 In the event of delays or cancellations, hours of operations shall be extended to accommodate customers. (H)
- 5.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candles.** (H)
- 5.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level. (H)
- 5.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. (R)
- 5.3.5 Heating and air conditioning units shall be in working order. (R)

5.0 – Food & Beverage (continued)

5.4 Signs, Directions, and Information

- 5.4.1 Store policies regarding credit cards shall be clearly displayed. (R)
- 5.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signing. (R)
- 5.4.3 Operators shall clearly display a telephone number for customer complaints or compliments. (R)
- 5.4.4 Hours of operations shall be displayed and fully observed. (R)
- 5.4.5 Appropriate signing shall be visible to direct customers to all food and beverage facilities. (R)
- 5.4.6 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Signing and Wayfinding Standards. (R)
- 5.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. (R)
- 5.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. (R)
- 5.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. (R)
- 5.4.10 There shall be no unauthorized postings. (R)

5.5 Standards of Food and Beverage Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

- 5.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. (R)
- 5.5.2 Employees shall always provide customers with a receipt and a "thank you." (R)

5.0 – Food & Beverage (continued)

- 5.5.3 Employees shall always give correct change. (R)
- 5.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. (R)
- 5.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. (R)
- 5.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. (R)
- 5.5.7 Any complaints shall be dealt with promptly and records maintained. (R)

5.6 Standards of Product

- 5.6.1 Facility Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). (R)
- 5.6.2 Menus shall be well designed, clean and display the correct prices. (R)
- 5.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. (R)
- 5.6.4 No items shall remain on shelves past expiration dates/times. (H)
- 5.6.5 Operators shall make every attempt to ensure that all menu items are available. (R)
- 5.6.6 Hot food shall be delivered hot; cold food shall be delivered cold. (R)
- 5.6.7 Clean trays shall be available. (R)
- 5.6.8 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. (H)

6.0 – Public Circulation and Queue Management

The Following Defines “Circulation Areas”

Circulation areas are comprised of publicly accessible areas inside or outside Port Authority buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, customer waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

The Following Defines “Queuing Area”

Queuing areas are comprised of publicly accessible areas inside or outside Port Authority buildings dedicated to the organization of customers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate customers approaching ticket counters, concessions, self-serve ticket kiosks, information kiosks, and ground transportation areas.

Areas of Responsibility

- A. Partners shall manage the circulation and queuing activity in their lease areas that are used by customers to queue for services, which include areas that may fall outside a partner’s lease line.
- B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.

6.1 Standards for Managing Passenger Circulation

- 6.1.1 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (R)
- 6.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. (R)
- 6.1.3 Objects shall not be placed or installed in a permanent or temporary manner in areas where pedestrian flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalators, roadway curbsides and emergency exit lanes, corridors or access points. (R)

6.0 – Public Circulation and Queue Management (continued)

- 6.1.4 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. (R)
- 6.1.5 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. (H)
- 6.1.6 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. (R)
- 6.1.7 Provide and maintain adequate wayfinding to promote efficient public circulation. (R)
- 6.1.8 Objects shall not interfere with the public's visual field so as to effect public orientation and understanding of designated flow paths. (R)

6.2 Standards for Managing Passenger Queuing Areas

- 6.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. (R)
- 6.2.2 Designated queuing areas shall be properly sized based on anticipated public use and shall be maintained to accommodate future public circulation and queuing demands. (R)
- 6.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. (R)
- 6.2.4 The Port Authority or partner shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent public flows in a manner that decreases public mobility or results in an unsafe condition. (R)
- 6.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator or curbside roadways) or impede primary public flow patterns. (R)
- 6.2.6 Public queues shall not extend or be formed outside a building where shelter is not available. (H)

6.0 – Public Circulation and Queue Management (continued)

6.3 Stanchion Appearance and Locations

- 6.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. (R)
- 6.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. (R)
- 6.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. (R)
- 6.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. (R)
- 6.3.5 Stanchion belts or ropes shall never be tied together. (R)
- 6.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. (R)
- 6.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. (R)
- 6.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. (R)

REVISED RULES AND REGULATIONS
FOR PORT AUTHORITY BUS TERMINAL

PURPOSE

1. Purpose. These rules are established by the Port Authority of New York and New Jersey to facilitate the proper use of the Port Authority Bus Terminal and to protect the terminal and its patrons.

DEFINITIONS

2. Definitions. As used herein:

(a) Bus shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel gasoline, diesel oil, or any other substance utilized by highway vehicles for fuel and permitted both by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Lincoln Tunnel (and then only in strict compliance with the requirements of such laws, rules and regulations), and having overall dimensions not in excess of the following: length, 60 feet; width, 102 inches; height, 11 feet six inches and having a maximum gross loaded weight not in excess of 42,000 (unladen weight) pounds avoirdupois, distributed to provide not more than

20,000 pounds per axle. Articulated buses up to 65 feet overall length shall, for the purposes of these regulations, be included in the definition.

(b) Carrier shall mean an operator of one or more vehicles for the transportation of passengers for hire.

(c) Driver shall mean the person who is in actual physical control of a vehicle.

(d) Express shall mean and include property other than baggage, mail, manifest baggage and newspapers, transported or to be transported by a carrier in accordance with its published tariffs, and shall be defined as defined in the published tariffs of any carrier, except that it shall not include acid, animals, articles packed in wet ice or water, dangerous articles, explosives, gases, inflammable materials, intoxicating beverages, jewelry, lottery tickets, materials having or capable of producing strong, offensive odors, meat, meat products, money, securities, watches, or wet batteries; provided, however, that by notice given within 60 days after the effective date of any reissue, revision or supplement of a tariff of any carrier, the Port Authority may exclude therefrom any article, material or thing listed therein for the first time; and provided, further,

that express shall not include any parcel or piece the overall dimensions of which are greater than 24 inches by 24 inches by 45 inches.

(e) Highway vehicle shall mean and include an automobile, a bus, a truck, a tractor equipped with rubber tires, a trailer, or a semi-trailer.

(f) I.C.C. regulations shall mean regulations of the Interstate Commerce Commission in effect on the effective date hereof issued under the authority of the Interstate Commerce Commission.

(g) Manifest baggage shall mean and include property checked through on the line of any carrier (or of a carrier connecting with any carrier) on a ticket or tickets for passenger transportation, in accordance with and as defined by local and joint baggage tariff 500-G of the Interstate Commerce Commission, issued June 15, 1949 and effective July 20, 1949, as the same may be hereafter supplemented or amended; provided, however, that by notice given to the carrier within 60 days of any supplement, revision or reissue of the tariff of such carrier, the Port Authority may exclude any article, material or thing therein listed for the first time.

(h) Parking shall mean the halting of a vehicle on a roadway or other area while not actually engaged in receiving or discharging passengers, except when halted in obedience to

traffic regulations, signs or signals, and without regard to the presence or absence of the driver.

(i) Permission shall mean permission granted by the manager except where otherwise specifically provided.

(j) Person shall mean any individual, firm, partnership, corporation, or incorporated or unincorporated association, and shall include any assignee, receiver, trustee, executor, administrator or similar representative appointed by a court, and shall mean the United States of America or any department of the government thereof, any state or political subdivision thereof, or any foreign government or political subdivision thereof, or the United Nations.

(k) Port Authority shall mean The Port Authority of New York and New Jersey.

(l) Port Authority rules and regulations shall mean the rules and regulations set forth in this Part and all amendments and supplements thereto.

(m) Published tariff; see tariff.

(n) Stand shall mean to halt a bus for the purpose of loading or unloading or for waiting in position for loading or unloading.

(o) Manager of the terminal or manager shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said

manager by these rules and regulations, and shall mean the manager or acting manager of the terminal for the time being or his duly designated representative or representatives.

(p) Tariff or published tariff shall mean the schedule of rates, terms and conditions of transportation under which a carrier conducts its operation and which has been approved by the Interstate Commerce Commission or by other governmental regulatory body having jurisdiction over the operations of the carrier.

(q) Terminal shall mean the two buildings that represent the North and South Wing of the bus facility which are connected above and below West 41st Street. The South Wing shall mean the building on the block bounded by West 40th Street, Ninth Avenue, West 41st Street and Eighth Avenue in the borough of Manhattan, in the City, County and State of New York. The North Wing shall mean the building on a portion of the block bounded by West 42nd Street, Eighth Avenue, West 41st Street and the east face of the building at 330 West 42nd Street in the borough of Manhattan, in the City, County and State of New York. The terminal also includes the overhead viaducts from the South Wing to the west side of 9th Avenue as well as the tunnel leading from the North Wing to Dyer Avenue.

(r) Vehicle shall mean and include automobiles, trucks, buses, tractors, trailers, semi-trailers, horse-drawn carts or

wagons and any other devices in or upon or by means of which any person or property is or may be transported, carried or drawn upon land only, except railroad rolling equipment or other devices designed to operate on stationary rails or tracks.

(s) Vehicular level shall mean and include any floor or story at the terminal designed for use by highway vehicles.

GENERAL

3. Permission to use terminal conditional. Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons to enter upon or use the terminal or any part thereof, is conditioned upon acceptance of and compliance with the Port Authority rules and regulations, as from time to time may be changed, and entry upon or into the terminal by any person shall be deemed to constitute an agreement by such person to comply with the said rules and regulations; provided, however, that such rules and regulations will not apply to premises or space occupied or used under the provisions of a written agreement made with the Port Authority unless provision is made therein for the application of the said rules and regulations.

4. Use of terminal may be denied persons violating law or rules. The manager of the terminal shall have authority to deny the use of the terminal to any individual violating Port Authority rules and regulations or laws, ordinances or

regulations of the United States government, the State of New York, or the City of New York.

5. Permission to enter certain areas of the building.

(a) Closed Areas - No person except person assigned to duty therein shall enter without permission any area of the terminal posted as being closed to public.

(b) Restricted Areas - No person shall enter without authorization any area of the terminal posted as restricted unless such person complies with such restriction.

(c) Persons entering the terminal when not fully open for business - During such days and hours as the terminal is partially closed such as late hours of the night and early hours of the morning, any person shall, when entering, remaining, or leaving the terminal, if requested by a Port Authority representative, exhibit such authorization as prescribed by the manager.

6. Abandonment of property prohibited. No person shall abandon any property at the terminal.

7. Permission required to carry on commercial activity. No person shall carry on any commercial activity at the terminal without permission.

8. Gambling prohibited. No person shall gamble or conduct or engage in any game of chance at the terminal unless such game of chance is permitted by local state and federal law and has been approved by the manager.

9. Permission required to solicit funds or contributions. No person shall solicit funds or contributions for any purpose at the terminal without permission.

10. Permission required to post or distribute commercial signs, advertisements, etc. No person shall post, distribute or display commercial signs, advertisements, circulars or printed or written material within the terminal without permission. The manager of the terminal reserves the right to set standards for the location, appearance, size and content of all signs, posters, notices, displays and advertisements and may prohibit installation of such or subsequent removal, if necessary.

11. Lost Articles. All persons finding lost articles at the terminal shall deliver them to the Parcel Check Room. Articles unclaimed by the owner or owners within three months after the finding thereof will be turned over to the finders, except when found by Port Authority employees on duty.

12. Trash, garbage, waste, etc. to be deposited in receptacles provided therefor. No persons shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products

or any other waste material into or upon any portion of the terminal except by depositing such material in receptacles provided therefor. All such receptacles shall be subject to the approval of the manager.

13. Defacing, damaging, etc. terminal or property therein prohibited. No person shall deface, mark, break, or otherwise damage any part of the terminal, or any property thereat.

14. Non-commercial distribution of leaflets, carrying of placards and holding of discussions restricted.

- (a) The non-commercial distribution of leaflets, the setting up of card tables to aid in that distribution, the carrying of placards and the holding of discussions with terminal patrons shall be permitted in the following manner at the locations on the subway mezzanine passageway, main floor, second floor and fourth floor and not within 10 feet of an escalator or elevator as designated on a diagram of the terminal on display in the manager's office and on file in the secretary's office. All areas shall be unavailable during major holiday periods, i.e., the periods commencing on the day preceding major holidays (e.g. Friday before Labor Day, day before Thanksgiving, the day

before three-day weekends) through and including the concluding day of the holiday period. The manager may grant exception to this rule for holidays which do not give rise to three-day weekends and for which traffic forecasts indicate that traffic in the terminal shall not substantially exceed that which occurs on a normal day.

(1) Subway mezzanine passageway between North and South Wings. Five persons shall be permitted to distribute leaflets and/or carry placards and hold discussions in this area.

(2) Main Floor

(i) Area A. Six persons shall be permitted to distribute leaflets, carry placards and hold discussions. Additionally, these persons may set up two card tables at the location in this area designated on the diagram of the terminal on display in the manager's office and on file in the secretary's office.

(ii) Area B. This area shall be available to eight persons for the distribution of leaflets, the carrying of placards and the holding of discussions. Additionally, these

persons may set up two card tables in the location in this area designated on the diagram of the terminal displayed in the manager's office and on file in the secretary's office.

(3) Second Floor

(i) Area A. This area shall be available to six persons for the distribution of leaflets, the carrying of placards and the holding of discussions with patrons of the terminal at all times when the area is open to the general public, except when this area is being used as a passenger holding area.

(ii) Area B. Two persons may distribute leaflets and set up one card table to aid in this distribution in the location designated as area B on the diagram of the terminal displayed in the manager's office and on file in the secretary's office. Because of the small size of this area and its proximity to escalators, the area shall be unavailable to these persons for discussions with terminal patrons.

(iii) Area C

(a) This area shall be available to three persons for the distribution of leaflets, the carrying of placards and the holding of discussions with terminal patrons. Additionally, one card table may be set up for the distribution of leaflets at the specified location within area C shown on the diagram displayed in the manager's office and on file in the secretary's office.

(b) This area will be unavailable for these activities when being used as a passenger holding area.

4. Fourth Floor

(i) Area A. This area shall be available at all times to three persons for the distribution of leaflets, carrying of placards and the holding of discussions with terminal patrons. Additionally, one card table may be set up for the distribution of leaflets by these persons in the location designated on area A of the upper bus level shown on the

diagram of the terminal displayed in the manager's office and on file in the secretary's office.

(ii) Area B. This area shall be available at all times to two persons for the distribution of leaflets, the carrying of placards and the holding of discussions with terminal patrons.

(b) In addition to the above, a total of 10 persons shall be permitted to walk on the concourses and walkways within the terminal which are open to the public, for the purpose of distributing non-commercial leaflets at all times, provided that such activities shall be subject to the limitations described above.

(c) (1) Any person or group who wishes to conduct any of the above activities at the locations specified shall apply to the manager on forms provided by him for this purpose. Application shall be made not less than 36 hours nor more than one week before commencement of the activities. The application shall set forth the type of activities to be conducted, the time, location and duration of the activities, and the name, address and telephone number of the person making the application (in

case of a group it shall be sufficient to supply the name, address and telephone number of one person who can be contacted if problems arise concerning the grant of the application).

(2) The manager shall grant all such applications on a first come, first served basis so long as the number of persons, the activities and the time, duration and location applied for are in compliance with the provisions set forth in subdivision (a).

(3) The grant of the application by the manager shall be in the form of a permit which shall set forth the number of persons covered by the permit, the activities which are permitted, the permitted time and duration of those activities, and the location at which the activities may be conducted.

(4) The duration of each permit issued shall not be in excess of two weeks. Any person or group may renew a permit for successive two-week periods. Renewal applications shall be made on the same form as new applications and shall be processed as if they were new applications.

(d) No signs, placards or other material shall be affixed to the bus terminal. No leaflets or other

material shall be distributed by leaving them unattended throughout the terminal.

- (e) The manager may refuse the grant of any permit or suspend any permit already granted in the event of emergencies, such as snowstorms, traffic accidents, power failures, transportation strikes or other conditions which render the traffic flow in any of the areas covered by the permit such that conduct of the activities would create a dangerous condition or substantially interfere with traffic in the terminal.

15. Creation of obnoxious odors, noxious gases, smoke or fumes prohibited. No person shall create, or permit any vehicle or machine of which he is in charge to create, obnoxious odors, noxious gases, smoke or fumes in the terminal. The creation of internal-combustion engine exhaust-fumes by vehicles in the terminal, so long as such vehicles are maintained and are being operated in a proper manner, shall not be an infraction of this section. No person shall spit, urinate or defecate on any part of the terminal other than in a urinal or toilet intended for that purpose.

16. Vehicular use of terminal restricted. No person shall travel, or remain on, or shall permit any vehicle of which

he has charge to travel, or remain on, any portion of the terminal except upon the roadways, walks or other places or areas provided for the particular class of traffic. No person shall occupy or shall permit any vehicle of which he has charge to occupy the walks, roadways, entrances, exits, waiting rooms or other areas of the terminal in such a manner as to hinder or obstruct their use by others. Only parties authorized by the manager are permitted to operate vehicles on terminal premises; unauthorized vehicular operation on terminal premises may be considered trespass.

17. Loitering in or about terminal prohibited. No person shall loiter in or about the terminal or any part thereof.

18. Authorization required for sale of merchandise, solicitation of trade, entertainment of persons or solicitation of alms. No person, unless duly authorized by the Port Authority, shall, in or upon any area, platform, stairway, station, waiting room or any other appurtenance of the terminal:

- a) sell, offer for sale any article of merchandise; or
- b) solicit any business or trade, including the carrying of baggage for hire; the shining of shoes or bootblackening; or
- c) entertain any persons by singing, dancing or playing any musical instrument; or
- d) solicit alms

19. Persons unable to give satisfactory explanation of presence prohibited from loitering in terminal. No person, who is unable to give satisfactory explanation of his presence, shall

loiter in or about any toilet, area, station, station platform, waiting room or any other appurtenance of the terminal. No person shall bathe, shower, shave, launder or change clothes or remain undressed in any public restroom, sink, washroom or any other area within the terminal.

20. Animals barred from terminal. No person except a police officer or another person authorized by the manager shall enter in the terminal with any animal except a "seeing eye" dog or an animal properly confined for shipment.

21. Passage through loading gates restricted. No person shall pass through the loading gates on any vehicular level except:

- a) persons employed by or doing business with a carrier whose duties require such passage;
- b) authorized representatives of the Port Authority;
- c) persons having permission; and
- d) passengers immediately prior to boarding buses or immediately after leaving buses

22. Photography and filming in the terminal. No person may make drawings or take still photographs or motion pictures for commercial use within the terminal without permission from the manager.

23. Alcoholic beverages. No person shall drink or carry any open alcoholic beverage in any public part of the terminal.

SAFETY

24. Permission required to bring into or carry firearms or other weapons in terminal; exceptions. No persons, except authorized law-enforcement officers, post-office, customs and express employees, licensed armed guards, employees of a carrier, and members of the armed services of the United States or of any State thereof on official duty, shall bring into or carry in the terminal any firearms or other weapons, without permission.

25. Permission required to bring into or carry explosives, acids, inflammables, compressed gases, etc. in terminal; exceptions. No person shall bring into or carry in the terminal any explosives, acids, inflammables, compressed gases or articles or materials having or capable of producing strong offensive odors, or articles or materials likely to endanger persons or property, except with permission. No person shall

bring or cause to be brought into or kept in the terminal any signal flare or any container filled with or which has been emptied or partially emptied of oil, gas petroleum products, paint or varnish, except with permission. When permission is given to bring into or keep at the terminal any such articles or materials it shall be conditioned upon the use of appropriate receptacles in rooms or areas approved therefor by the manager. Bringing in or keeping at the terminal without special permission gasoline or other motor fuel contained in tanks permanently

attached to vehicles and not contained under pressure shall not be an infraction of this regulation. Bringing into and keeping in the terminal without special permission kerosene signal flares in good condition, of the type required or permitted by Interstate Commerce Commission regulations and properly stowed in buses, shall not be an infraction of this regulation.

26. Permission required to use inflammable liquids for cleaning at terminal. No person shall use inflammable liquids for cleaning at the terminal without permission.

27. Smoking or carrying lighted cigars, cigarettes, pipes, etc. in certain areas of terminal prohibited. No person

shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in areas of the terminal where smoking is prohibited by the Port Authority.

28. Unauthorized interference with or use of terminal systems or equipment prohibited. No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of the fire protection system, sprinkler system, drainage system, alarm system, telephone system, public announcement and intercommunication system, plumbing system, air-conditioning system, ventilation system, fire hydrants, hoses, fire extinguishers, Port Authority towing equipment or other mechanical system, facility or equipment installed or located at the terminal including closed circuit television cameras and monitors, signs and notices; nor shall any person operate, adjust or otherwise handle or manipulate, without permission, any of the aforesaid systems or portions thereof, or any machinery, equipment or other devices installed or located at the terminal. Tags showing date of last inspection attached to units of fire extinguishing and fire fighting equipment shall not be removed therefrom. Nor shall any person plug a TV, radio or other electrical device into any outlet or connect any device to any utility at or in the terminal.

29. All persons required to exercise care to avoid or prevent injury to persons or damage to property. All persons at

the terminal shall exercise the utmost care to avoid or prevent injury to persons or damage to property. Neither any inclusion in nor any omission from these rules and regulations set forth in this Part shall be construed to relieve any person from exercising the utmost care to avoid or prevent injury to persons or damage to property.

30. Permission and accompaniment by Port Authority employee required for entry into all designated Port Authority areas. No person shall enter any Port Authority area at the terminal except with permission and then only when accompanied by an employee of the Port Authority. This includes emergency stairwells except when an emergency conditions exists.

31. No sleeping in terminal. No person on or in the facility shall sleep, doze, lie, or sit down on the floors, hallways, platforms, stairs, landings or other places where such activity may be hazardous to such person or to others, or may interfere with the operation of the terminal's transportation system, pedestrian flow or comfort of its users or tenants.

32. No skateboarding, rollerskating, or bicycle riding. No person shall skateboard, roller skate or ride a bicycle, scooter or any other self-propelled vehicle or device on or through any part of the terminal.

33. Noise. No person shall make, continue, cause or permit to be made or continued any unauthorized noise in the terminal.

34. Fire. No person shall cook, light a fire or otherwise create a fire in any part of the terminal.

35. Storage. No person shall store bundles, paper, cloth, cardboard or any other material in solid, liquid or gas form that could in any way pose a fire or life safety hazard or obstruct or hinder passage without the approval of the manager.

36. No sound reproduction devices. Except with prior permission, no person shall operate or use any personal radio, television, phonograph, tape recorder or other sound reproduction device in the terminal in such a manner that the sound emanating from such sound reproduction device is audible to another person.

37. Use of lighting or sound reproduction equipment. No person shall without specific authorization from the manager operate or use or cause to be operated or use any lighting or sound reproduction device for commercial or business advertising purposes or for the purpose of attracting attention to any performance, show, sale or display of merchandise, or any commercial or business enterprise, in front or outside of any building, place or premises in the terminal.

38. Inspection of freight, articles and packages. The manager reserves the right to inspect all freight and other

articles including hand-carried packages brought into or out of the Bus Terminal and to exclude therefrom all articles which violate any of these rules and regulations, and to require the occupants of space and others regularly doing business at the terminal to issue package passes (in such form as may be approved by the manager) for packages being carried to or from, or from one location to another within the terminal.

BAGGAGE AND EXPRESS

39. Leaking, loose, improperly packaged and marked baggage or express not accepted for handling. No piece of baggage or express will be accepted for handling at the terminal, if in a leaking or loose condition. No piece of express will be accepted for handling if it is not properly packaged and marked.

40. Express, baggage or manifest baggage producing or capable of producing offensive odor or likely to cause damage or injury to persons or property not accepted for handling and subject to removal from terminal. No piece of express, baggage or manifest baggage will be accepted for handling at the terminal if it has or is capable of producing an offensive odor or is likely to damage other express or baggage or to endanger persons or property or to make any portion of the terminal untenable; and the same shall be subject to immediate removal by the Port

Authority from the terminal or to another location or locations within the terminal, such removal to be at the risk and expense of the carrier involved.

41. Express, baggage and manifest baggage subject to I.C.C. regulations not handled unless in compliance with applicable provisions of such regulations. Express, baggage, and manifest baggage, subject to I.C.C. regulations, will not be handled at the terminal, unless it complies with the said regulations in every respect including without limiting the generality of such regulations proper condition for transportation, containers of adequate strength, packing, marking, labeling, description, certification, and quantity and loading limitations.

VEHICLES

42. Vehicles not maintained, operated and registered in accordance with Port Authority rules and applicable laws, ordinances or regulations may be denied access to or removed from terminal. The manager of the terminal shall have authority to deny access to the terminal for any bus or other vehicle not maintained, operated and registered in accordance with these regulations, or which is otherwise in violation of the Port Authority Bus Terminal rules and regulations or the laws, ordinances or regulations of the United States government, the State of New York, or City of New York; and shall have authority

to require removal of any such vehicle from the terminal on five minutes' notice. In the event the vehicle is not so removed, the Port Authority may remove it under the provisions of section 59 herein.

43. Vehicles so loaded, constructed, operated, equipped or maintained as to endanger persons or property or obstruct traffic barred from terminal. No vehicle which is loaded in such a manner, or with such materials, or which is so constructed, operated, equipped or maintained as to endanger or to be likely to endanger persons or property, or to obstruct traffic, shall be permitted in or upon the terminal.

44. Vehicles having weights or dimensions in excess of described maxima or using prohibited fuels barred from terminal. No vehicle will be permitted in or upon the terminal which has a weight or dimensions larger than the maxima described herein for buses or which utilizes any fuel not permitted as a source of motive power for buses under the provisions of section 2 herein.

45. Vehicles lacking valid registration plate barred; exceptions. Except for vehicles owned by the government of the United States, and horse-drawn vehicles, no highway vehicle shall be permitted in the terminal unless a currently effective registration plate duly issued by appropriate governmental authority is attached thereto.

46. Persons driving highway vehicles within terminal required to be duly licensed to operate such vehicles. No person shall drive any highway vehicle (except a horse-drawn vehicle) in the terminal without a motor vehicle operator's or chauffeur's license issued by appropriate governmental authority permitting the driving by such person of the particular type of vehicle driven and valid within the State of New York.

47. Passenger boarding and discharge areas to be used so as to avoid blocking bus traffic. Except when standing a bus in space, the use of which has been licensed specifically to the operator of such bus by written agreement with the Port Authority, drivers shall stand vehicles in the terminal only at space designated for such vehicles by the manager or other Port Authority representative. Where space is used in common by the buses of more than one carrier, such as on the unloading platforms, the drivers will cause their buses to stand in the most forward portion of such space available upon arrival and will continually move their buses forward, toward, and to the most forward vacant portion of the space. No buses shall discharge passengers on any active roadways including the viaducts leading to and from the terminal unless specifically directed by a terminal representative.

48. Procedure to be followed by driver in event of accident involving his vehicle. The driver of any vehicle

involved in an accident resulting in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, render such assistance as may be needed, and give his name, address and driver's license, and the registration number of the vehicle to the person injured or to a Port Authority officer or representative. The driver, operator, or owner of such vehicle shall make a report of such accident in accordance with the law of the State of New York.

49. Unauthorized tampering, starting, movement or interference with vehicles prohibited. No unauthorized person shall tamper with any vehicle, start the motor thereof, move the vehicle, or otherwise interfere with the operation thereof at the terminal.

50. Permission required to fuel, defuel, lubricate, clean or repair vehicles within terminal. No person shall fuel, defuel, lubricate, clean or repair a vehicle or any part thereof, at the terminal, without permission.

51. Vehicles entering terminal required to extinguish headlights. Every driver of a vehicle entering the terminal shall extinguish the headlights thereof and shall not relight them until leaving the terminal.

52. Prolonged sounding of vehicle horns prohibited. Prolonged sounding of the horns of vehicles in the terminal is forbidden.

53. Leaving vehicles unattended without turning off motor, locking vehicle and setting brakes prohibited. No person shall leave a vehicle unattended in the terminal without having first turned off its motor, locked all doors, and set its parking brakes.

54. Vehicles prohibited from remaining in terminal for more than 15 minutes. No vehicle shall remain in the terminal for longer than the time necessary for permitted operations in connection therewith, and, unless a shorter time limitation is elsewhere imposed, no vehicle shall remain in the terminal for longer than 15 minutes unless at a designated gate or parking space and so as not to obstruct the operation of the terminal. The manager shall have authority to require, by five minutes' notice, which may be given orally to the driver, the removal from the terminal of any vehicle which shall have been standing or parked at the terminal for so long as 15 minutes; in the event the vehicle is not so removed, the Port Authority may remove it under the provisions of section 59 herein.

55. Operation of vehicles within terminal regulated. No person shall operate a vehicle in the terminal in a careless and negligent manner or in disregard of the right or safety of others, or without due caution, or at a speed in excess of speed limits posted in the area where the vehicle is being operated, or in any event at a speed in excess of 5 miles per hour, or at any

speed or in any manner which endangers or is likely to endanger persons or property, or while under the influence of intoxicating liquor or any narcotic or habit-forming drug.

56. Compliance with authorized traffic orders, signals, signs or directions required. Drivers of vehicles in the terminal must at all times comply with any traffic order, signal or direction, given by voice or by hand, of an authorized representative of the Port Authority. When traffic is controlled by traffic lights or signs or by mechanical or electrical signals, such lights, signs and signals shall be obeyed unless an authorized representative of the Port Authority directs otherwise.

57. Drivers required to report arrival and departure and pay fees. Unless other applicable provision for reports is made in an agreement with a carrier, each driver of a bus of any carrier shall report to the Port Authority representative immediately upon arrival at the terminal, shall pay all fees required shall give information of the expected time of departure, and shall, immediately before departure, check out as directed by the Port Authority representative.

58. Disabled vehicles subject to removal. Unless other provisions for the removal of disabled vehicles has been made by agreement, the Port Authority shall have the right to require, by five minutes' notice which may be given orally to the driver, the

removal from the terminal (or to a different location in the terminal), of any vehicle which has become disabled in the terminal. In the event such vehicle is not so removed, the Port Authority may remove it under the provisions of section 59 herein.

59. Removal of vehicles from terminal to be at owner's or operator's risk and expense. In the event the Port Authority is empowered to remove any bus or other vehicle from the terminal by any provision of the rules and regulations set forth in this Part, such removal shall be at the risk of the owner or operator of such vehicle, and the cost thereof shall be for the account of such owner or operator and payable to the Port Authority on demand.

60. Time limit for engine idling. Every driver who causes a vehicle to park or stand in the terminal for three (3) or more minutes shall turn off its motor.

PARCEL CHECK ROOM

61. The Port Authority parcel check room will be operated as a public check room at which services will be provided to the public subject to regulations and fees established by the Executive Director or his representative.

PORTER SERVICE

62. The Port Authority of New York and New Jersey will furnish porter service to the public free of charge at the Port Authority bus terminal.

CHARTER BUS OPERATIONS

63. Use of terminal by charter buses permitted; restrictions; fees. Operators of charter bus transportation service between the City of New York and points outside the city who have not entered into agreements for space and services at the Port Authority bus terminal will be permitted to use the enclosed vehicular levels of the terminal, such use to be limited to one-way and through operations originating at points outside New York City, and to round-trip operations, the initial portions of which originate at points outside New York City, the charge for each bus arrival or departure with passengers to be \$12.50.

PUBLIC VEHICULAR PARKING

64. The Port Authority public vehicular parking area. The public vehicular parking area is operated and charges fees as established by the Executive Director of the Port Authority of New York and New Jersey or his designated representative.

ELEVATORS, ESCALATORS, AND LOADING DOCKS

65. Elevator Schedule. Elevators for passengers and freight handling service will be operated in accordance with a

schedule established by the manager, unless the arrangements are made with the manager for operation at other times.

66. Prohibition. Passenger elevators and escalators may not be used to carry freight.

67. Controls. The use of any escalator, elevator, private right-of-way or truck loading dock at the terminal will be subject to the direct control of the manager.

68. Causing an elevator or escalator to stop. No unauthorized person shall cause an elevator or escalator to stop by means of any emergency stopping device unless continued operation would appear to result in probable injury to a person or persons. Any such stopping should be reported immediately to a terminal representative.

69. Truck loading docks. Truck loading docks located in the terminal are designed to accomplish the immediate transfer of merchandise between the freight elevators and trucks. All person will confine their use of docks to such purpose as directed by the manager. No storage or holding of merchandise on the truck loading docks awaiting the arrival of trucks or awaiting transfer to premises or space at the terminal will be permitted.