

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT

ATTN: BID/PROPOSAL CUSTODIAN

4 WORLD TRADE CENTER

150 GREENWICH STREET, 21ST FLOOR

NEW YORK, NEW YORK 10006

REQUEST FOR PROPOSALS

ISSUE DATE:3/2/16

**TITLE: AIRPORT SHARED RIDE AND ASSOCIATED SERVICES
SERVING JOHN F. KENNEDY INTERNATIONAL
AIRPORT (JFK), LAGUARDIA AIRPORT (LGA),
NEWARK LIBERTY INTERNATIONAL AIRPORT (EWR),
AND STEWART INTERNATIONAL AIRPORT (SWF)**

RFP NO.: 45335

**SUBMIT PROPOSALS TO THE CONTACT BUYER (NAMED BELOW) NO LATER
THAN THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

PROPOSAL DUE DATE: MARCH 31, 2016 TIME: 2:00 P.M.

QUESTIONS DUE BY: MARCH 24, 2016 VIA EMAIL

SITE INSPECTION: EWR - MARCH 10, 2016 AT 1:00 P.M.

LGA - MARCH 11, 2016 AT 9:00 A.M.

JFK - MARCH 11, 2016 AT 1:00 P.M.

CONTACT/BUYER: SHANTA NELSON

PHONE: (212) 435-4661

FAX: (212) 435-4697

EMAIL: SNELSON@PANYNJ.GOV

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1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

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

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

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

B. **Brief Summary of Scope of Work**

The Port Authority is hereby seeking proposals from qualified firms to provide shared-ride shuttle and associated services (scheduled shared-ride shuttle and private van services) to the public (“**Authorized Services**”) through representation at the Welcome Centers located in the arrivals areas of all passenger terminals at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and Stewart International Airport (the “Airports”) as more fully described herein.

C. **Deadline for Receipt of Proposals**

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M. Eastern Standard Time or Daylight Savings Time, as may be in effect, unless further amended by the Port Authority. The Port Authority assumes no responsibility for delays caused by any delivery service.

D. Vendor Profile

To ensure maximum opportunities, it is vitally important that Proposers keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firms to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their vendor profiles or register as Port Authority Vendors by accessing the online registration system at <https://panynjprocure.com/VenLogon.asp>

E. Submission of RFP Proposals

One (1) reproducible original (containing original signatures and clearly designated as such) and ten (10) double-sided copies of the Proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP by being sent or delivered to the address specified on the cover page. Each copy of the Proposal, as well as the parcel(s) used for shipping, must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

If your proposal is to be hand-delivered, 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. There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC (150 Greenwich Street). Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles may be made only via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the above listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. Presently, UPS is the only delivery vendor with approved recurring delivery times. Please make your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information. The Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures or security requirements.

F. Communications Regarding this RFP

All communications concerning this RFP should be directed to Shanta Nelson, the Buyer listed on the cover page. All questions regarding this RFP must be submitted in writing via e-mail to the Buyer at snelson@panynj.gov.

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

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

G. Proposal Acceptance or Rejection

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

H. Union Jurisdiction

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

I. Notice - City of New York Payroll Tax

Proposers should be aware of the payroll tax imposed by the City of New York, New York. This tax, if applicable, is the sole responsibility of the Proposer. Proposers should consult their tax advisors as to the effect, if any, of this tax. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such tax. The Port Authority exemption set forth in this RFP does not apply to this tax.

J. Pre-Proposal Meetings and Site Visits

1. A Pre-Proposal Meeting is scheduled for March 10, 2016, 1:00PM, EWR, Building 1 located at 1 Conrad Road, Newark, New Jersey, 07114.

Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting. Additional

questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

2. Site Inspections are scheduled for the following dates:

Newark Liberty International Airport (EWR) on March 10, 2016:

EWR to commence in front of Building 1 located at 1 Conrad Road, Newark, New Jersey, 07114, immediately following the Pre-Proposal Meeting.

LaGuardia Airport and John F. Kennedy International Airport on March 11, 2016.

LGA to commence in front of Hangar 7 at 9:00AM and JFK to commence in front of Building 14, located on the South Service Rd, Jamaica, NY 11430 at 1:00PM.

A site inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

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

NOTE: For security reasons, one form of valid government issued photo ID will be required for attendance. No one without valid photo ID will be admitted

Attendees interested in attending should RSVP to Monique Lanier, Supervisor of Ground Transportation, via email at mlanier@panynj.gov no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

K. Aid to Proposers

As an aid to Proposers in determining the appropriate actions or services required in the performance of this Contract the Port Authority has provided information such as EXHIBIT II – Airport Welcome Center Locations, EXHIBIT III - Airport Traffic Statistics, and EXHIBIT IV - 2014 Shared-Ride Shuttle and Additional Services Reservations and Passengers and Attachment G Proposed Shared Ride Checkbox.

The Port Authority makes no representation, guarantee or warranty that the information provided therein is accurate or complete, or that it fully describes all the actions and/or services required to be furnished under this Contract and, in addition, the Port Authority shall not be responsible for any conclusions drawn therefrom. The information is made available to the Proposers merely for the purpose of providing them with such information as is in the possession of the Port Authority, whether or not such information may be accurate, complete or pertinent or of any value to the Proposers.

L. Additional Proposer Information

Prospective Proposers are advised that additional information, including but not limited to forms, documents and other information, including MBE/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at: <http://www.panynj.gov/business-opportunities/become-vendor.html>

M. Attention to Permit

Please pay special attention to the requirements of this RFP. In order to be eligible to participate in this RFP you must own and/or lease a minimum of ten (10) vehicles each having a seating capacity of between ten and fifteen passengers, excluding the driver. Please note that Attachment G requires Proposers to check off which geographic areas they want the Port Authority to consider when evaluating their proposed RFP.

N. Proposer Staff Background Screening

The Proposer awarded this Privilege Permit will be required to have its staff, and any subcontractor's staff working under this Privilege Permit, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Proposer as an out-of-pocket expense. The costs for any Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922.

2. SCOPE OF WORK

Airport Shared-Ride Shuttle and Associated Services ("Authorized Services") are ground transportation services offered in vehicles having a seating capacity of between ten (10) and fifteen (15) passengers, excluding the driver.

The Port Authority will grant a Ride Shuttle and Associated Services Permit ("Permit"), which shall be an authorization or agreement that allows the holder ("Service Provider") to conduct business at Port Authority Airports. It is anticipated that such Permit would be for a five (5) year period from the date of issue or a period as specified by the Port Authority. An example of this form of permit is found in Attachment E.

The service shall include fixed route scheduled service and/or multiple stop "door to door" service. Sedans, station wagons, buses and limousines will be prohibited from use in the provision of the Authorized Services. In no event shall the Service Provider seat more passengers than the vehicle's manufacturer permits.

Services shall be offered only on a per passenger basis. Fares shall be charged to each passenger by the Service Provider. No payment will be made to the authorized Service Provider by the Port Authority. Fares shall be determined by authorized Service Provider

and in accordance with any laws, rules or regulations promulgated by any governmental/regulatory agency having jurisdiction. The Fare charged shall be the fare initially quoted to the customer when a reservation is made and shall not vary or fluctuate based on the number of parties sharing the vehicle (i.e., the fare quoted and eventually charged to a single passenger shall not increase should the authorized Service Provider be unable to secure additional passengers to occupy the vehicle on a particular trip).

Authorized Services will be represented on the kiosks at the Welcome Centers located in the arrivals area of each airline terminal. These Welcome Centers may be modified or relocated by the Port Authority from time to time. Service Providers generally will have access to preferential locations for curbside passenger pickup (*i.e.* inner roadway access). Current Welcome Center locations at the airline terminals are noted on Exhibit II entitled "Airport Welcome Center Locations," annexed hereto and hereby made a part thereof. The Port Authority may, at its discretion, limit the authorized service Permit to certain geographic areas, as requested by the Proposer. The Permit granted to each provider would specifically state the geographic areas to which this limitation is applicable. Accordingly, Proposers should note that the Port Authority's designation of a limited number of Service Providers to a given geographic area may result in the Port Authority not granting a Permit to an otherwise qualified Proposer for such geographic area.

Please note the following key terms and conditions of the Shared Ride Shuttle and Associated Service Permit:

- (a) Representation of Airport Shared Ride Shuttle and Associated Services at the Welcome Centers location during primary travel hours shall be through Port Authority staff or a third party Service Provider selected by the Port Authority and at other times through Port Authority-furnished passenger self-service phones connected directly to the Service Provider's dispatchers. Expenses for calls placed through such telephones shall be borne by the Authorized Service Providers through the use of toll free "800" numbers or other methods acceptable to the Port Authority. Airport Shared-Ride Shuttle and Associated Service Providers may not use these telephones for any other purpose, including for the offer of "for-hire limousine" or other per vehicle service to the public. The Port Authority may, however, use such telephones to respond to calls by the public for other ground transportation services (high occupancy coach service, for-hire service, etc.) and to hotels, as more fully described in Exhibit I, entitled "Other Ground Transportation Services."
- (b) In exchange for the right to operate Airport Shared-Ride Shuttle and Associated Services, the Port Authority will charge a monthly fee of fifty dollars (\$50) per seat (excluding the driver's seat) per vehicle for the first and second year of the Permit. This fee will be increased to fifty-five dollars (\$55) for the years three (3) through five (5) of the Permit, for all boroughs except Manhattan. For locations in Manhattan, the monthly fee will be sixty dollars (\$60) for the first and second year of

the Permit. This fee will be increased to seventy dollars (\$70) for years three (3) through five (5) of the Permit.

The Port Authority's Aviation Department is committed to increasing the use of clean vehicles ("alternative fuel initiative"). Therefore the Port Authority will reduce the monthly fee to forty-five dollars (\$45) per seat for the first two (2) years and fifty dollars (\$50) per seat for years three (3) through five (5) of the Permit for all locations except Manhattan, if the vehicles used by operator to provide Authorized Services are Compressed Natural Gas, Hybrid Electric or Full Electric vehicles. There shall be no reduction in the fees for any of the locations in Manhattan.

Operators participating in this alternative fuel initiative must provide the Authority with a vehicle manifest and aggregate fuel use at the end of each calendar year. If the Service Provider compiles for part of the calendar year, the discount will be prorated.

- (c) All operators, regardless of participation in this alternative fuel initiative, must comply with anti-idling laws and they must turn off engines after three minutes of idling. The Authority enforces idling laws in effect in New York and New Jersey.

Proposers should also be aware that due to operational and other considerations, Shared Ride Shuttle and Associated Services Permits will provide that the Port Authority shall have no liability with respect to roadway congestion at the Airports, to the presence of persons in the Airport terminals or elsewhere or to persons not authorized by the Port Authority who may attempt to provide services similar to those Shared Ride Shuttle and Associated Services for which Service Providers hold Permits. In some instances, Airport terminals and immediate roadway frontages are operated by individual airlines and other terminal operators who are responsible for the control of traffic in their leasehold areas. The Port Authority may, but is not obligated to, have a number of efforts underway to discourage solicitations by unauthorized providers in the Airport terminals and may, but is not obligated to, work with terminal operators to control or eliminate such activity. Proposers are strongly urged to observe activities around the Airport terminals and to make their own evaluations prior to preparing any response to this RFP.

- (d) During the term of this agreement, the Port Authority may transition from telephone-based shared ride requests to a web-based system. By submitting a Proposal, the Service Provider understands and acknowledges that he will be required to transition to this system at his own expense, including the purchase of hardware and internet connectivity required to receive web-based reservations, and that upon

implementation of this new system, all reservations will be required to be received using this web-based system.”

Attached hereto and marked Exhibit III, entitled “Airport Traffic Statistics,” for reference by Proposers, are air traffic statistics for John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and Stewart International Airport. The Port Authority makes no representation, warranty or guarantee that the information contained therein, or in any addendum thereto, is accurate, complete or timely or that such information accurately represents the conditions that may be encountered during the effective period of the Shared Ride Shuttle and Associated Service Permit.

Attached hereto is Exhibit IV entitled “2014 Shared-Ride Shuttle and Associated Services Reservations and Passengers” for John F. Kennedy International Airport, LaGuardia Airport, and Newark Liberty International Airport. No statistics are available for Stewart International Airport. The Port Authority makes no representation, warranty, or guarantee that the information contained therein, or in any addendum thereto, is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the effective period of the Shared Ride Shuttle and Associated Service Permit.

3. PROPOSER PREREQUISITES

Interested parties who meet the following prerequisites should submit proposals. Only Proposers meeting the following prerequisites will be considered:

- a. The Proposer or one (1) or more of its principals shall have at least five (5) years of continuous experience (immediately prior to the date of submission of information in response to this RFP) in the management and operation of a commercial shared-ride van ground transportation service which operated not less than ten (10) vehicles during this period. Such service shall have been conducted with radio (or cell phone, data terminal or other similar technology) dispatched vehicles in response to request(s) via telephone from customers for such commercial ground transportation service; or the Proposer shall have been operating a ground transportation service as a scheduled common carrier utilizing vehicles having a seating capacity of between ten (10) and fifteen (15) passengers, charging a per passenger fare for routes operated under an acceptable operating authority issued by an approved regulatory entity such as NYSDOT, NJDOT or the US Surface Transportation Board.
- b. On the date of its submission of information in response to this RFP to the Port Authority, the Proposer must own or have under Contract at least ten (10) vehicles having a seating capacity of between six (6) and fifteen (15) passengers, excluding the driver. On the date of submission of information in response to this RFP to the Port Authority, the Proposer must have the requisite operating authority issued by the appropriate regulatory entity, including but not limited to NYCDOT, NYSDOT, NJDOT or the US Surface Transportation Board. Also, during the time period stated in (a) above, the Proposer or one (1) or more of its principals, shall have performed or be performing under at least two

- (2) Contracts requiring similar services of similar scope to those required under this Request for Proposals.
- c. The Bidder shall have earned in its last fiscal year, or in the last complete calendar year immediately preceding its Proposal, a minimum of five hundred thousand dollars (\$500,000.00) annual gross income from the type of service required under this Contract.

In the event a proposal is submitted by a joint venture, the foregoing prerequisites will be considered as follows: The prerequisites in subparagraphs (a) and (b) above will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the prerequisites. The prerequisites in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or if the gross income of the participants in the joint venture cumulatively meet the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a proposal, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the proposal and do each act and thing required by this RFP. On the original proposal, and wherever else the Proposer(s) name would appear, the name of the joint venture Proposer shall appear if the joint venture is a distinct legal entity. If the Proposer is a common law joint venture, the names of all participants shall be listed followed by the words "acting jointly and severally." All joint venture Proposers must provide documentation of their legal status.

All Proposers shall submit with their proposals documentary support that they meet the above prerequisites.

References cited as documentation for the above Prerequisites must appear in Attachment C, the Proposer Reference Form.

Furnishing this solicitation document to Proposers does not imply that the Port Authority has made a determination that any Proposer has met the prerequisites or has otherwise been deemed qualified to perform the Authorized Services. In addition, a determination that a Proposer has met the prerequisites is no assurance that it will be deemed qualified in connection with other Proposal requirements included herein.

4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the Agreement terms and conditions resulting from this RFP. The determination of the Proposer's financial qualifications and ability to perform under this Agreement will be in the sole discretion of the Port Authority. The Proposer shall submit, with its Proposal, the following, as appropriate:

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

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

(3) Where the statements submitted pursuant to subparagraphs (1) and/or (2) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

- B. A statement of current work activity which the Proposer has on hand, including any work on which a bid has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.
- C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the federal government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

5. EVALUATION CRITERIA AND RANKING

All Proposals will be reviewed by the Port Authority to determine if they contain all required submissions and if the Proposer meets the prerequisites. Proposals meeting such requirements will be reviewed and evaluated on the following criteria below (more fully described in Section 7 F), listed below in order of importance:

- Service Plan – The Proposer must describe the level of service, amenities and fare structure (i.e., frequency of service and hours of operation, type and number of vehicles, pricing/fare levels, provision of service for people with disabilities). The Proposer shall develop and describe a marketing plan designed to make its service attractive to customers.
- Operational Plan–The Proposer must describe its central dispatch and control environment including radio, telephone or data communication in vehicles; vehicle maintenance facilities and schedules; oversight of drivers by Proposers; driver and customer service training. The Proposer, must also describe the degree to which the Proposer will obtain and use alternative fueled and/or hybrid vehicles. The Proposer shall also describe its current, and plans for future, capacity to transition from a telephone-based ride request system to a web-based system (as the Port Authority may make this transition during the term of the permit issued for Authorized Services as a result of this RFP) and shall confirm that upon implementation of this new system, all of Proposer's reservations will be received using this web-based system. The successful Proposer will

use good faith efforts to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the operation, purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services. The Proposer should state how it would address the M/WBE subcontracting provisions of this RFP.

- Technical Experience – The Proposer must detail the Proposer’s experience in managing and operating a similar service in size and scope; demonstrated management oversight of drivers, the quality/type/size of the Proposer’s current operation(s), including customers served and gross receipts generated annually and the Proposer’s financial resources to operate.
- Financial Plan - The Proposer must describe the financial resources available to the Proposer for the establishment of proposed services, ridership estimates and anticipated gross revenues, reasonableness of fares, cost control (accounting system, revenue reporting and internal auditing), expense budget, credit history (including with the Port Authority) and current obligations. Proposer shall include an Advertising Plan to increase revenue (where revenue is defined as income generated from said plan) and showing that the Port Authority will receive twenty-five percent (25%) of the revenue.
- Background Check Plan - The Proposer must submit a “pass/fail” Background Check plan in accordance with this document.

6. MBE/WBE CONTRACTING AND SUBCONTRACTING PROVISIONS

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

MBE/WBE Good Faith Participation – The Contractor (i.e., the successful Proposer) shall use every good-faith effort to provide for participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Woman-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services, in accordance with the section of the Standard Terms and Conditions entitled “MBE/WBE Good Faith Participation.”

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

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

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

- b. Giving reasonable advance notice of specific Contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority Port Authority certified MBE/WBE or seeking MBE/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Port Authority certified Firms go to www.panynj.gov/supplierdiversty.
- d. Ensuring that provision is made to provide progress payments to MBE/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers shall use form PA3760C as the recording mechanism for the MBE/WBE participation plan, annexed hereto as Attachment H or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>.

Proposers shall include their MBE/WBE Participation Plans with their Proposals, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

The MBE/WBE Plan submitted by each Proposer to the Port Authority shall contain, at a minimum, the following:

- Identification of MBE/WBEs: Provide the names and addresses of all MBE/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of MBE/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

All MBE/WBE subcontractors listed on the MBE/WBE Participation Plan shall be subject to certification by the Port Authority in order to receive credit toward the MBE/WBE goals set forth in this Contract. See <http://www.panynj.gov/business-opportunities/supplier-diversity.html> to search for MBE/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Contract.

Subsequent to Contract award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Contract Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the MBE/WBE Plan, Contractors are directed to use form PA3760D, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written

approval. Unauthorized changes or substitutions, including performing with the Contractor's own forces the work designated for a subcontractor, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments in the form of the MBE/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

Prompt Payment/Retainage

The Contractor agrees to pay each subcontractor under this Contract, for satisfactory performance of its subcontract, no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority. The Contractor agrees further to return retainage payments, if any, to each subcontractor within ten (10) days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Authority.

MBE/WBE Conditions of Participation

MBE/WBE participation will be counted toward meeting the MBE/WBE Contract goal, subject to all of the following conditions:

A. Commercially Useful Function. An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a Contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Contractor and the MBE/WBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as a MBE/WBE, the Contractor shall receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or Contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.

B. Work Force. The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Contractor, other subcontractors on the Contract, or their Affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.

C. Supervision. All Work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Contractor, other subcontractors on the Contract or their Affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the Work.

Counting MBE/WBE Participation

The value of the Work performed by an MBE/WBE, with its own equipment, with its own forces and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime Contractor shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

A. Subcontractors. One hundred percent (100%) of the value of the Work to be performed by an MBE/WBE subcontractor will be counted toward the MBE/WBE goal. The value of such Work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Contractor, other Subcontractors or their affiliates will not be counted. When a MBE/WBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward MBE/WBE goals only if the MBE/WBE subcontractor is itself a MBE/WBE. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward MBE/WBE goals.

B. Manufacturers/Fabricators. One hundred percent (100%) of the expenditure to a MBE/WBE manufacturer or fabricator will be counted towards the MBE/WBE goal.

C. Material Suppliers. Sixty percent (60%) of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

D. Broker's/Manufacturer's Representatives. One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer's representative, will be counted toward the MBE/WBE

goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

E.Services. One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

F.Trucking Operations. If using an MBE/WBE firm for trucking operations, the MBE/WBE trucking firm of record shall be the firm that is listed on the MBE/WBE Participation Plan. The MBE/WBE trucking firm shall own and operate at least one registered, insured and fully operational truck used for the performance of the Work and shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE/WBE goal. The MBE/WBE trucking firm of record shall control the day-to-day MBE/WBE trucking operations for performance of the Work and shall be responsible for (1) negotiating and executing rental/leasing agreements; (2) hiring and terminating the work force; (3) coordinating the daily trucking needs with the Contractor; and (4) scheduling and dispatching trucks.

1.MBE/WBE Owned/Leased Trucks. One hundred percent (100%) of the value of the trucking operations the MBE/WBE provides for the performance of the Work using trucks it owns or leases on a long-term basis that are registered, insured and operated by the MBE/WBE using drivers it employs, will be counted toward the MBE/WBE goal.

2.MBE/WBE Short-Term Leased Trucks. The MBE/WBE may lease trucks on a short-term basis from another MBE/WBE, including an owner/operator who is Port Authority certified as a MBE/WBE. 100% of the value of the trucking operations that the lessee MBE/WBE provides will be counted toward the MBE/WBE goal.

3.Non-MBE/WBE Trucks. The MBE/WBE may lease trucks on a short-term basis from a non-MBE/WBE, including an owner-operator. One hundred percent (100%) of the fee or commission the MBE/WBE receives as a result of the lease arrangement will be counted toward the MBE/WBE goal. The value of the trucking operations provided by the lessee will not be counted toward the MBE/WBE goal.

G.Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the MBE/WBE performs with its own forces. Please contact the Office of Business Diversity and Civil Rights at (201) 395-3958 for more information about requirements for such joint ventures.

7. PROPOSAL SUBMISSION REQUIREMENTS

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

A. Letter of Transmittal

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

The Letter of Transmittal shall contain:

- (1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who is/are authorized to negotiate and execute the Permit;
- (3) Name, title and telephone number of a contact person to whom the Port Authority can address questions or issues related to this RFP;
- (4) Name and address of proposed subcontractors, if any;
- (5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation and, if applicable, all amendments thereto, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation and any such amendments as of the date of the opening of the Proposals, and if the Proposer is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Proposer's legal qualification to do business in that state;

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

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its Proposal and describing how the Proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

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

D. Certifications with Respect to the Integrity Provisions

The Proposer, by signing this Letter of Transmittal, makes the certifications set forth in the “Integrity Provisions” of this RFP attached as Attachment B. If the Proposer cannot make any such certification, it shall enclose an explanation of that inability at the time of proposal submission.

E. Documentation of Proposer Prerequisites

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

F. Proposal

The Proposer must submit a proposal that details and clearly describes its capability to perform the work described in this RFP and its approach to such work. At a minimum, the proposal shall address the following:

1. **Service Plan:** Describe the service approach that your firm would take in undertaking this operation. Include in this section:
 - (a) Specific geographical areas to be serviced. (Attachment provides a geographic check list.) Proposers must include copies of federal, state or local operating authority, if required, for such operation.
 - (b) Types of service offered.
 - (c) Hours of operation and frequency of service
 - (d) A description of services available to the handicapped. Including the number of wheelchair accessible vehicles, the amount of time required to have a vehicle at any airport, and advance notification requirements by the customer. If the Proposer does not have handicapped accessible vehicles in its fleet, it must describe in detail arrangements with any third party firm to provide such service,

including the name, address, telephone number and contact person, until such time it can purchase and place into operation its own accessible vehicles.

- (e) A Marketing Plan describing what the Proposer will do to advertise and promote the use of his service.
 - (f) A description of an advertisement plan that will generate additional revenues.
2. **Operational Plan:** Describe the operational approach that your firm would take in undertaking this operation. Include in the section:
- (a) Type and number of vehicles to be used (year, make and seating capacity). Proposers shall indicate their vehicle replacement schedules and shall state whether vehicles to be used are leased or owned. Indicate any plans to replace vehicles with alternative fuelled or hybrid vehicles. Vehicles shall be no more than five (5) years old.
 - (b) A description and location of maintenance facilities.
 - (c) A description of the Proposer's central dispatch and control system, including a description of vehicle communication equipment (i.e., radio, cell phone, data communication, etc.).
 - (d) A description of the measures the Proposer will take to ensure compliance with all standards required in the "Customer Care Airport Standards Manual," attached hereto and made a part hereof as Attachment D, including an incentive program for dispatchers and drivers for the provision of exemplary customer service.
 - (d) A description of any plans for third party involvement by subcontractors or otherwise in any portion of the operation, including the identification of any third party participants. Proposers who now use or plan to use owner/subcontractor drivers shall submit a copy of the franchise agreement or any such agreement between the Proposer and its owner/subcontractor drivers.
 - (e) Each Proposer shall include a description of his plan, subject to approval by the Port Authority, to ensure that non-scheduled customers can be provided with Service within thirty (30) minutes of contact with Service Provider.
 - (f) The Plan shall include, but not be limited to, the Proposer's industry experience and capability to manage the Airport Shared Ride and Associated Service with experienced staff and to maintain a high standard of customer service levels.
 - (f) MBE/WBE Participation Plan - Describe in detail the Proposer's M/W/BE Participation Plan in accordance with the section of this RFP titled "MBE/WBE Contracting and Subcontracting Provisions."

3. **Experience:**

The Proposer shall submit a listing of all Contracts/permits for managing and operating locations for Shared Ride and Associated Services to the public of similar scope that were performed by or are currently being performed by the Proposer at a transportation facility(ies) within the last five (5) years.

For each Contract listed include:

- the name and address of the Contracting party;
- the location, type of size of operation (including customers served and gross receipts generated), and hours of operation of each permit;
- a summary of the types of work performed; and
- the names, addresses and telephone numbers of owners/representatives familiar with the work and whom the Port Authority may contact.

4. **Financial Plan**

Provide in detail the following:

- Ridership estimates and anticipated gross revenues for each of the next three (3) years attributed to the Shared Ride and Associated Services program.
- Estimated pricing of services; pricing structure (i.e. discounted fares)
- Expense budget for the year 2016, including dollars specifically budgeted to support the Proposer's Marketing and Advertising Plan.
- The Proposer shall include financial information for similar projects, which shall, if applicable, demonstrate the firm's sales growth over a three (3) year period.

5. **Background Check Plan:** Submit a Background Check plan in accordance with requirements of this document

6. **Additional Information:** The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

G. Acknowledgment of Addenda

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

H. Privilege Permit

The Port Authority has attached to this RFP as Attachment F, for your reference, a copy of the form of proposed Permit between the Port Authority and the successful Proposer. The Port Authority reserves the right to change the terms of the Permit before it is signed by the parties.

The Port Authority makes no representation or guarantee as to, and shall not be responsible for, the permit's accuracy, completeness or pertinence and, in addition, shall not be responsible for the conclusions drawn therefrom. It is made available to Proposers merely for the purpose of providing them with such information as is in the possession of the Port Authority, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

8. CERTIFICATION OF RECYCLED MATERIALS PROVISION

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

Recycling Definitions:

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be

limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

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

A. Changes to this RFP

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

B. Proposal Preparation Costs

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

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

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

D. Ownership of Submitted Materials

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

E. SubContractors

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

F. Conflict of Interest

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

G. Authorized Signature

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

H. References

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

I. Evaluation Procedures and Negotiation

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

J. Taxes and Costs

Purchases of services and tangible personal property by the Port Authority are currently exempt from New York and New Jersey state and local sales and compensating use taxes and generally from federal excises. All costs associated with the Contract must reflect this exemption and must be stated in U.S. currency.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to a Proposer other than the Proposer proposing the highest revenue. The Contract will be awarded to the Proposer whose Proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any Proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a Proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Awards

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

M. Right to Extend Contract

This Contract is for a five (5) year term, with two (2) one (1) year Options and one hundred and twenty (120) day Extension Period available. During the Option Period, the Port Authority will charge a monthly fee of fifty-five dollars (\$55) per seat for service to all boroughs except Manhattan. For locations in Manhattan, the monthly fee during the option period will be seventy dollars (\$70) per seat. If the vehicle meets the agency's alternative fuel initiative, the monthly fee will be fifty (\$50) dollars per seat for all boroughs except Manhattan.

N. Rights of the Port Authority

- (1) The Port Authority reserves all its rights at law and equity with respect to this RFP, including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all Proposals, to waive defects or irregularities in Proposals received, to seek clarification of Proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any Proposal or modified Proposal which, in its judgment, will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete Proposals or request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a Proposal, and a Proposal may be accepted with or without discussions.
- (2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP (along with any addenda or attachments), the receipt of Proposals, or the incorporation in or rejection of information contained in any Proposal or in any other document. The Port Authority makes no representation, warranty or guarantee that the information contained herein, or in any addenda or attachment hereto, is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise of the Port Authority, its directors, officers, agents, representatives or employees, whether oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.
- (3) At any time and from time to time after the opening of the Proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish

additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a Proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

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

10.LIST OF EXHIBITS

Exhibit I - OTHER GROUND TRANSPORTATION SERVICES

Exhibit II -AIRPORT WELCOME CENTER LOCATIONS

Exhibit III-AIRPORT AIR TRAFFIC STATISTICS

Exhibit IV-2014 SHARED-RIDE SHUTTLE AND ASSOCIATED SERVICES
RESERVATIONS AND PASSENGERS

ATTACHMENT A -AGREEMENT ON TERMS OF DISCUSSION

ATTACHMENT B – STANDARD TERMS AND CONDITIONS

ATTACHMENT C - PROPOSER REFERENCE FORM

ATTACHMENT D - CUSTOMER CARE AIRPORT STANDARDS MANUAL

ATTACHMENT E –PERMIT

ATTACHMENT F –CERTIFIED ENVIRONMENTALLY PREFERABLE
PRODUCTS/PRACTICES

ATTACHMENT G- REGIONAL MATRIX CHECKLIST

ATTACHMENT H – W/MBE PARTICIPATION PLAN

EXHIBIT I - OTHER TRANSPORTATION SERVICES (FOR INFORMATIONAL PURPOSES ONLY)

Airport Shared-Ride and Associated Service are available through “Welcome Centers”, which are Port Authority-established airport locations for ground transportation and tourism information, with associated signage and displays. These centers feature stations staffed by highly trained staff to provide details on transportation options for passengers. The Port Authority will dispense information and/or, will make available through the Welcome Centers and self-service telephones reservations for a wide array of ground transportation services, including but not limited to High Volume Scheduled Coach Service, Incidental Scheduled Coach Service and Public Transportation Alternative service, which includes EWR AirTrain and JFK AirTrain, For-Hire Service, Non-Privileged Shared-Ride Service and Waterborne and Airborne Transportation Services, all as further described below. Inasmuch as the Port Authority is interested in increasing the use of middle and high occupancy vehicle services by passengers using the Airports, a primary function of the Welcome Centers is to represent and foster the use of such services. In addition to Airport Shared-Ride and Associated Services, which are the subject of this RFP #45335 for Airport Shared Ride and Associated Services Serving John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA), Newark Liberty International Airport (EWR), and Stewart International Airport (SWF), the following services are available through Welcome Centers:

- (a) “High Volume Scheduled Coach Service” is a ground transportation service operated between predetermined points which carries at least 30,000 passengers per month to and from each Airport with at least eighty-five (85%) of the passengers being transported in buses having twenty-five (25) or more seats, including the driver’s seat (although in-vehicle luggage racks may be substituted for some small number of seats). A High Volume Scheduled Coach Service Provider may represent its service in one or more terminals at the Airports at or adjacent to the Welcome Centers in a similar manner to the representation provided to the Permittee, where “Permittee” is defined as an entity issued a permit by the Port Authority to provide Airport Shared Ride Shuttle and Associated Service. The Port Authority reserves the right to amend or modify the definition of High Volume Scheduled Coach Service at any time and from time to time. Please note, such High Volume Scheduled Coach Service is not the subject of RFP #45335.
- (b) “Incidental Scheduled Coach Service” is any service operated on a scheduled basis exclusively in buses having twenty-five (25) or more seats, including the driver’s seat, serving a metropolitan area at least fifty (50) miles from the Airport, which makes a stop at the Airport, and which stop is incidental to stops at other major transportation facilities, such as the Port Authority Bus Terminal in midtown Manhattan. Welcome Center Personnel may give schedule and fare information regarding such services. Please note, such Incidental Scheduled Coach Service is not the subject of RFP #45335.

- (c) "Public Transportation Alternative Service" includes local scheduled public bus service, subway, Amtrak and commuter railroad service, EWR AirTrain, JFK AirTrain and taxi service. Welcome Center Personnel may give schedule and fare information regarding such services. Please note such Public Transportation Alternative Service is not the subject of RFP #45335.
- (d) "For-Hire Service" is any service operated using vehicles having six (6) or fewer seats, including the driver's seat, on the basis of a per vehicle charge. Welcome Center personnel give general information regarding such service, which is available through the self-service telephone boards at or adjacent to the Welcome Centers. Please note, such For-Hire Service is not the subject of RFP #45335.
- (e) "Non-Represented Shared-Ride Service" is any service operated in vehicles having ten or more seats, including the driver's seat, with fares on the basis of a separate charge to each passenger, the operator of which services does not have a permit from the Port Authority to provide "Privileged Represented Service." In the event that a passenger is seeking service other than the Privileged Service, a list of entities generally offering Non-Represented Airport Shared-Ride and Associated Services may be distributed by personnel at the Welcome Centers and the passenger will be free to arrange transportation using a public telephone. Please note, such Non-Represented Shared-Ride Service is not the subject of RFP #45335.
- (f) "Waterborne and Airborne Transportation Service" includes ferries and helicopters. Passengers may obtain such service via shuttle vans or buses operated by the waterborne or airborne transportation provider or its Contractor(s) or by the Port Authority or its Contractor(s). Information about such providers may be made available through the Welcome Centers. Please note, such Waterborne and Airborne Transportation Service is not the subject of RFP #45335.

The Port Authority reserves the right to modify the representation of High Volume Scheduled Coach Service, Incidental Scheduled Coach Service, For-Hire Service, Public Transportation Alternative Service and Waterborne and Airborne Transportation Services by personnel at the Welcome Centers if, in the Port Authority's sole opinion, operational conditions at the Airports make the same advisable.

EXHIBIT II –AIRPORT WELCOME CENTER LOCATIONS

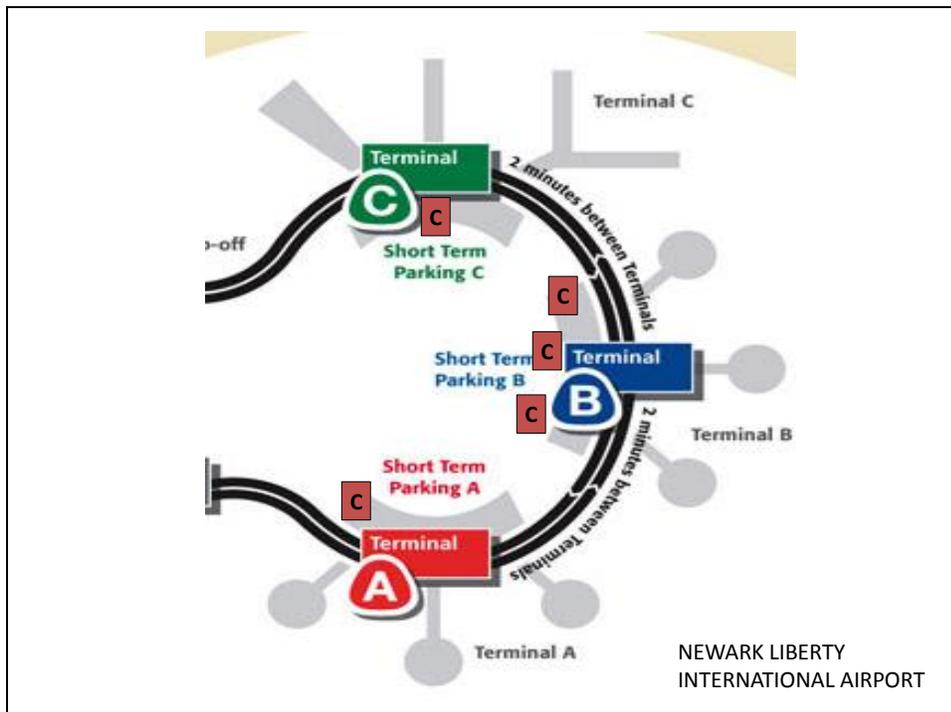
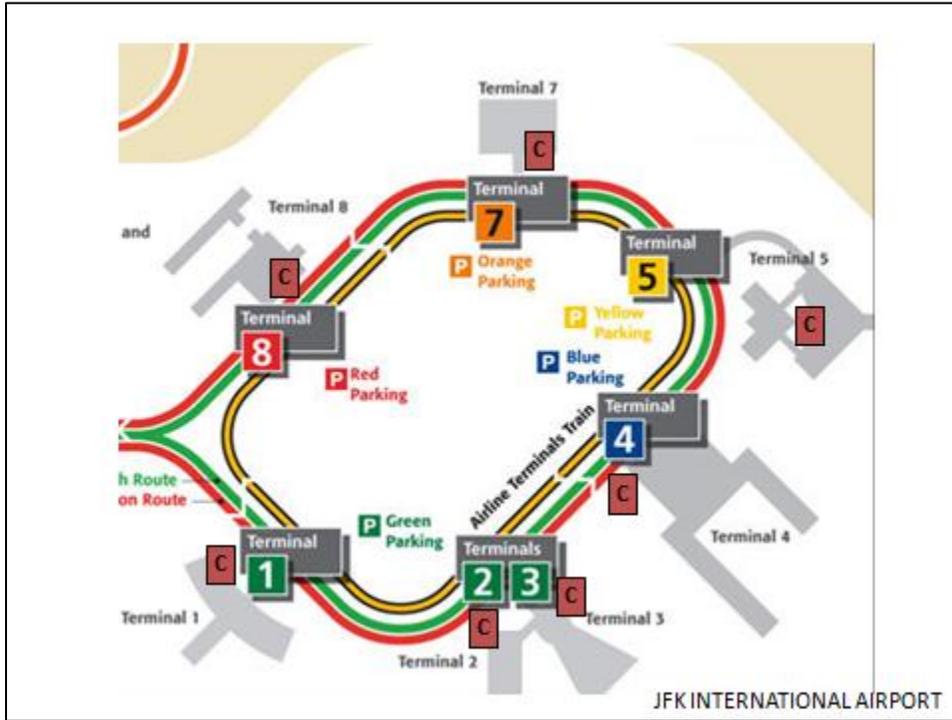


EXHIBIT II –AIRPORT WELCOME CENTER LOCATIONS (Continued)

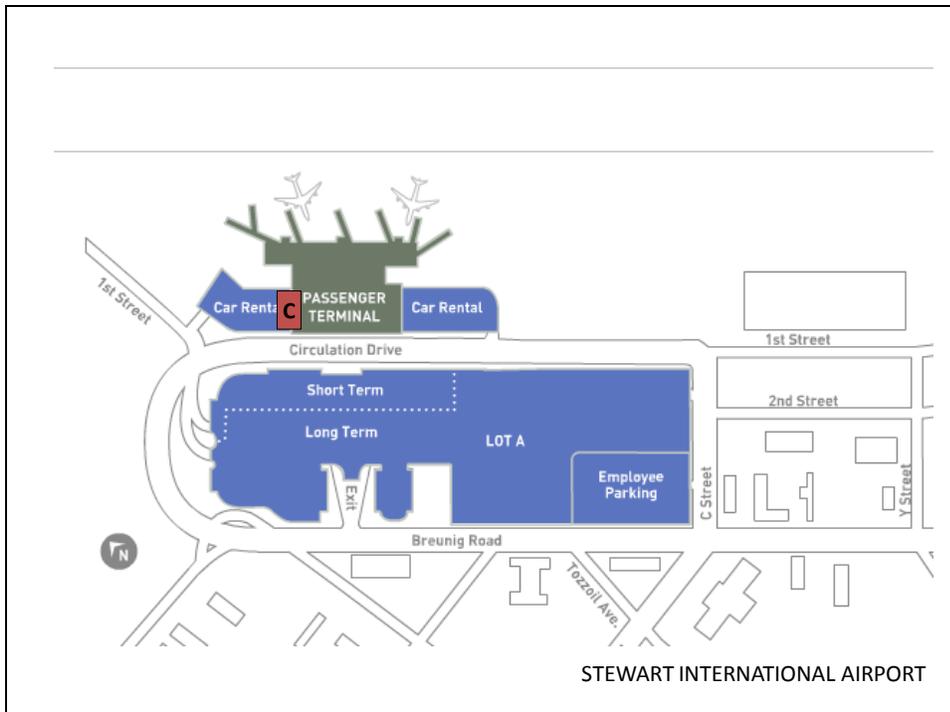
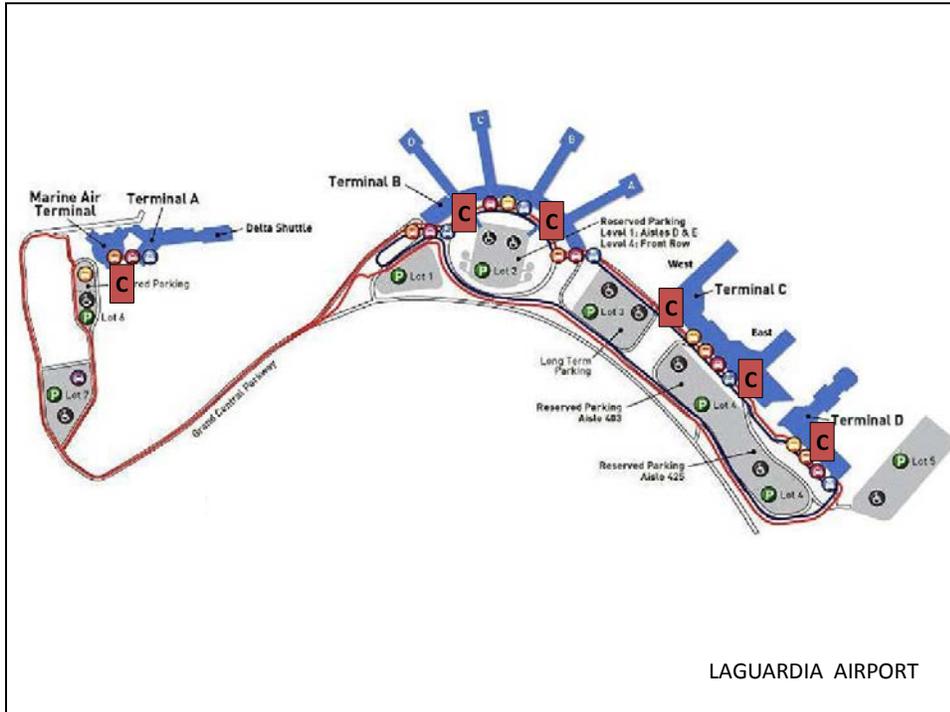


EXHIBIT III - AIRPORT TRAFFIC STATISTICS

YEAR	JFK AIR PASS.	LGA AIR PASS.	EWR AIR PASS.	SWF AIR PASS.	TOTAL AIR PASS.
2000	32,827,864	25,360,034	33,998,609	403,000	92,589,507
2001	29,350,052	22,519,874	31,100,491	284,000	83,254,417
2002	29,939,212	21,986,679	29,220,775	228,000	81,374,666
2003	31,732,446	22,482,770	29,428,899	400,000	84,044,115
2004	37,517,496	24,435,619	31,908,556	511,000	94,372,671
2005	40,884,350	25,878,601	33,037,754	398,000	100,198,705
2006	42,629,407	35,764,910	25,810,603	310,000	104,514,920
2007	47,716,941	36,367,240	24,985,264	914,000	109,983,445
2008	47,807,475	35,366,359	23,076,903	789,000	107,039,737
2009	45,915,069	33,424,110	22,142,336	390,000	101,871,515
2010	46,514,154	33,107,041	23,983,082	395,000	103,999,277
2011	47,683,529	33,711,372	24,122,478	412,053	105,929,432
2012	49,292,733	34,014,027	25,707,784	364,848	109,379,392
2013	50,423,765	26,681,100	35,016,236	320,682	112,441,783

**EXHIBIT IV - 2014 SHARED-RIDE SHUTTLE AND ADDITIONAL SERVICES
RESERVATIONS AND PASSENGERS**

Scheduled, Shared and Private Van Services				
Total Reservations and Passengers for 2014				
LaGuardia Airport				
Region	County	State	Reservations	Passengers
Manhattan	New York	NY	72,008	135,068
Total			72,008	135,068
Bronx, Brooklyn, Queens, Staten Island	Bronx	NY	18	93
	Kings	NY	223	1010
	Queens	NY	5,710	9594
	Richmond	NY	20	129
Total			5,971	10,826
	Dutchess	NY	1	3
	Orange	NY	1	2
	Putnam	NY	2	2
	Rockland	NY	1	1
	Westchester	NY	1,010	1,274
Total			1,015	1,282
Long Island	Nassau	NY	1395	2277
	Suffolk	NY	1645	2620
Total			3040	4897
New Jersey	Bergen	NJ	61	145
	Burlington	NY	3	4
	Essex	NJ	4708	6247
	Hudson	NJ	117	346
	Hunterdon	NJ	1	2
	Mercer	NJ	9	10
	Middlesex	NJ	29	44
	Monmouth	NJ	3	4
	Morris	NJ	15	22
	Ocean	NJ	3	4
	Passaic	NJ	6	31
	Somerset	NJ	3	4
Sussex	NJ	3	4	
Union	NJ	16	37	
Total			4,977	6,904
Connecticut	Fairfield	CT	5972	6878
	Hartford	CT	172	223
	Litchfield	CT	9	10
	New Haven	CT	3595	4191
	New London	CT	76	99
Total			9,824	11,401
Unknown	Unknown		6	7
Total			6	7
Grand Total			96,841	170,385

Scheduled, Shared and Private Van Services				
Total Reservations and Passengers for 2014				
John F. Kennedy International Airport				
Region	County	State	Reservations	Passengers
Manhattan	New York	NY	165,201	350,258
Total			165,201	350,258
Bronx, Brooklyn, Queens, Staten Island	Bronx	NY	46	233
	Kings	NY	278	1672
	Queens	NY	298	1890
	Richmond	NY	18	156
Total			640	3951
New York State	Albany	NY	3	18
	Dutchess	NY	1	4
	Orange	NY	4	9
	Rockland	NY	10	23
	Westchester	NY	1602	21,27
Total			1,620	2,181
Long Island	Nassau	NY	1564	3226
	Suffolk	NY	2207	4,077
Total			3,771	7,303
New Jersey	Bergen	NJ	240	677
	Burlington	NJ	7	21
	Camden	NJ	2	15
	Cape May	NJ	2	2
	Essex	NJ	13,513	17,951
	Gloucester	NJ	2	8
	Hudson	NJ	331	1,028
	Hunterdon	NJ	1	1
	Mercer	NJ	114	148
	Middlesex	NJ	192	331
	Monmouth	NJ	55	84
	Morris	NJ	49	101
	Ocean	NJ	24	45
	Passaic	NJ	37	83
	Salem	NJ	1	4
	Somerset	NJ	53	96
	Sussex	NJ	22	29
Union	NJ	87	188	
Warren	NJ	16	30	
Total			14,748	20,842
Connecticut	Fairfield	CT	7197	8,707
	Hartford	CT	2,893	3,668
	Litchfield	CT	8	11
	Middlesex	CT	1	2
	New Haven	CT	8,930	10,927
New London	CT	184	243	
Total			19,213	23,558
Pennsylvania	Bucks	PA	5	5
	Delaware	PA	3	5
	Lehigh	PA	1	2
	Montgomery	PA	5	6

	Philadelphia	PA	475	648
Total			489	666
Unknown	Unknown		2	19
Total			2	19
Grand Total			205,684	408,778

Scheduled, Shared and Private Van Services				
Total Reservations and Passengers for 2014				
Newark Liberty International Airport				
Region	County	State	Reservations	Passengers
Manhattan	New York	NY	81,821	176,793
Total			81,821	176,793
Bronx, Brooklyn, Queens, Staten Island	Bronx	NY	11	35
	Kings	NY	518	1135
	Queens	NY	19,243	25,601
	Richmond	NY	10	69
Total			19,782	26,840
New York State	Orange	NY	1	7
	Steuben	NY	1	1
	Tompkins	NY	1	2
	Westchester	NY	2	9
Total			5	19
Long Island	Suffolk	NY	2	13
Total			2	13
New Jersey	Bergen	NJ	22	86
	Essex	NJ	3	8
	Hudson	NJ	39	141
	Mercer	NJ	5	6
	Middlesex	NJ	12	34
	Monmouth	NJ	4	12
	Morris	NJ	6	34
	Ocean	NJ	2	19
	Passaic	NJ	1	2
Somerset	NJ	1	1	
Union	NJ	1	3	
Total			96	346
Connecticut	Fairfield	CT	22	24
	Hartford	CT	17	22
	New Haven	CT	45	53
Total			84	99
	Delaware	PA	1	1
	Philadelphia	PA	16	32
Total			17	33
Grand Total			101,807	204,143

ATTACHMENT A -AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority revised Freedom of Information Policy adopted by the Port Authority’s Board of Commissioners on October 22, 2014, or as may be amended, which may be found on the Port Authority website at: http://www.panynj.gov/corporate-information/pdf/board_minutes_102214.pdf, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause 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 Policy, 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.**

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Woman-owned Business Enterprise (WBE) - shall mean a business enterprise which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

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

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

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

4. Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the

Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. Non-Discrimination Requirements

The Contractor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

- A. Contractor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Contractor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
- B. Contractor agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 14 of these Standard Terms and Conditions entitled “Default, Revocation, or Suspension of Contract.”
- C. Contractor agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic

and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future

insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have

accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to

withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the

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

17. Records and Reports

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

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

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

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

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby

designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements is not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 - 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 - 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 - 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 - 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 - 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port

Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.

- g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any

and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

23. Accident Reports

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time ("Secure Areas"). The Port Authority shall 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 designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive 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 Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the 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 Manager during the term of the Contract.

33. 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, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise pose a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may 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 Port Authority Approved Non-disclosure Agreements

At the direction of the Port Authority, the Contractor shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure agreements.

- Contractor/ Subcontractor identity checks and background screening

The Port 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, or the like.

The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor 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 Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port 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 can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) 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 will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. 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 appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or 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 Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility 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 Contract may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, 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 PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;

- (4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
- (5) restrictions on the transfer, shipping, and mailing of PI;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to PI, from viewing such information;
- (7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the Handbook in order to assess the extent of compliance with security requirements, Protected Information procedures, protocols and practices, which may include, but not be 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.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013)*, Protected Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

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

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (MBE/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. MBE/WBE Good Faith Participation

The Contractor shall use every good-faith effort to provide for participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Woman-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services. If this Contract contains participation goals, the Contractor shall use good faith efforts to achieve the goals.

Good faith efforts to include participation by Port Authority certified MBE/WBEs shall include, but not be limited to the following:

- A. Dividing the services and materials to be procured into small portions, where feasible.
- B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- C. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBE/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty
- D. Ensuring that provision is made to provide progress payments to MBE/WBEs on a timely basis.
- E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications in this Part III, Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

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

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the

signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a

contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

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

4. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port 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 Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

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

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

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

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

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

In the event that the Contractor 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 Port 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 to report 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 Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

6. Conflict of Interest

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

7. Definitions

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

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

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

ATTACHMENT C - PROPOSER REFERENCE FORM*

Name of Proposer: _____

Please provide a list of references on your firm's performance of similar work within the last five (5) years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date(s): _____

Contract cost: _____

Description of work:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date(s): _____

Contract cost: _____

Description of Work:

Customer Name: _____

Address: _____

Contact Name and Title _____

Phone and Fax Numbers of Contact: _____

Contract date(s): _____

Contract cost _____

Description of work _____

*The Proposer may photocopy this form as needed.

ATTACHMENT D - CUSTOMER CARE AIRPORT STANDARDS MANUAL

Kennedy • Newark Liberty • LaGuardia • Stewart • Teterboro

Customer Care

Airport Standards Manual

Sixth Edition • February 2016



Port Authority
**Customer
Care**

Customer Care Airport Standards Manual

John F. Kennedy International Airport

LaGuardia Airport

Newark Liberty International Airport

Stewart International Airport

Teterboro Airport

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Customer, Industry & External Affairs Division

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February 2016

To our Airport Partners:

Nearly 20 years ago, we set out on a journey to improve customer satisfaction at The Port Authority of New York and New Jersey's airports. The foundation of our program – our Airport Standards – continues to evolve, and I am pleased to share with you this sixth edition of the Airport Standards Manual focusing on Customer Care.

Our Customer Care Program was designed and subsequently refined to improve the customer experience at our airports regardless of the service provider. Every airport employee, whether they work for the Port Authority or our business partners, contributes to the quality of our customers' experience.

As a team and airport community, we have made tremendous progress with our customers over the years. We have heard from scores of customers how delighted they are with the many improvements we have delivered, which has been made possible with conscientious effort and determination.

Through the Customer Care Program, we have offered training to all airport employees – part of a multi-faceted approach that also includes mystery shopping and an annual customer satisfaction survey. This manual is yet another tool we employ to ensure our customers get the best care possible. It provides vital information to develop performance enhancement strategies. I recommend you incorporate its contents in your daily operations, and ensure all your employees and contractors are familiar with its guidelines and requirements.

The Port Authority of New York and New Jersey thanks everyone who works together at the airports every day to create a memorable and enjoyable experience for the 124 million annual customers who travel with us. With your continued support and commitment, Customer Care will remain a hallmark of our airports and we look to continue enhancing our customers' experience.

Sincerely,



Ralph F. Tragale
Assistant Director
Customer, Industry and External Affairs



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1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees.

General Requirements

- a) No Port Authority contract staff including but not limited to Customer Care Representatives, Taxi Dispatchers, Bus Drivers or Parking employees may accept any gratuities.

1.1 Attitude, all employees shall:

- 1.1.1 Greet all customers in a friendly and professional manner.
- 1.1.2 Address customers proactively – be friendly and approachable – anticipate customer’s needs. Customers and passengers shall not have to initiate contact.
- 1.1.3 Display a smile and make eye contact with customers and fellow employees.
- 1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 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 proper and courteous vocabulary with customers and fellow employees.
- 1.1.8 Make every effort to satisfy customers’ needs, even when those needs are outside the employee’s specific job scope.
- 1.1.9 Focus on customers and not gather in a group to chat while on duty.
- 1.1.10 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- 1.1.11 Alcohol beverages shall not be consumed at any time when on duty.
- 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 at any time when in uniform in a public area.
- 1.1.14 Not use electronic devices, including but not limited to cell phones for personal use while on duty unless assisting a customer.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge

- 1.1.15 Add a pleasant closing when ending an interaction with a customer.
- 1.1.16 Be mindful of facial expressions and body language.
- 1.1.17 Use proper language and etiquette when speaking to and assisting passengers with disabilities.
- 1.1.18 Be empathetic when dealing with upset or angry customers.

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 at all times and official identification when required that is visible to the public at all times.
- 1.2.4 Wear clean, neat and pressed uniforms including appropriate footwear 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 challenge persons and to report suspicious items and/or activity.
- 1.3.2 Be aware that all vehicle operators will ensure that unattended vehicles are locked.
- 1.3.3 Report to Port Authority Police or appropriate law enforcement personnel all unattended vehicles.
- 1.3.4 Ensure that all AOA doors and gates are closed properly after each use.
- 1.3.5 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge

- 1.3.6 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.
- 1.3.7 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.
- 1.3.8 Report any life safety or security issue to appropriate airport staff.
- 1.3.9 Report any alarm for security or fire to the Port Authority Police or other law enforcement personnel through the appropriate airport protocol.
- 1.3.10 Report the illegal solicitation of ground transportation services by unauthorized personnel (“Hustlers”) to the Port Authority Police or appropriate Port Authority staff.

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.
- 1.4.2 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 a language barrier arises.
- 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0. (Orderly Evacuation and Resumption of Services)
- 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 being assisted.

2.0 - Curbside

Curbside General Requirements

- a) Self-service baggage carts shall be readily available at all cart racks at all times.
- b) Smoking receptacles shall be readily available in designated smoking areas.
- c) All signing on the curbside shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

2.1 Standards of Cleanliness

- 2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris.
- 2.1.2 Entrance and exit doors shall be clean free of excessive smudges, dirt and grime.
- 2.1.3 All glass shall be clean and free of excessive streaks and smudges.
- 2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris.
- 2.1.5 Recycling receptacles shall be clean and emptied to prevent the overflow of debris.
- 2.1.6 Awnings or canopies, where present, shall be clean at all times.
- 2.1.7 Walls and columns shall be clean and free of graffiti.
- 2.1.8 Curbside check-in counter, self-service check-in kiosks, baggage belts, baggage curtains and baggage carts shall be clean and organized, free of debris and baggage tape and without visible damage.
- 2.1.9 Light fixtures and assemblies shall be clean and free of excessive dust.
- 2.1.10 Smoking receptacles, where available, shall be clean and emptied on a regular basis.
- 2.1.11 Pet relief areas shall be clean and regularly maintained with a “mutt mitt” dispenser and trash can.

2.0 - Curbside

2.2 *Standards of Condition*

- 2.2.1 All frontages, sidewalks and crosswalks shall be free of large cracks and missing surface areas.
- 2.2.2 All glass shall be in good condition with no visible damage.
- 2.2.3 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 2.2.4 Recycling receptacles shall be in good condition without excessive dents, marks or peeling paint.
- 2.2.5 Smoking receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 2.2.6 All doors shall be in good condition and free of damage.
- 2.2.7 Awnings or canopies, where present, shall be in good condition, free of rips and tears.
- 2.2.8 Walls shall be free of excessive scratches, marks and scuffs.
- 2.2.9 Curbside check-in counters, self-service check-in kiosks, baggage belts, baggage curtains and baggage carts shall be in good condition, free of excessive dents, marks and scuffs.
- 2.2.10 All light fixtures shall be in good condition.
- 2.2.11 Snow and ice shall be removed from walkways and roadways.
- 2.2.12 Roadways shall be well maintained without excessive potholes.

2.3 *Standards of Functionality*

- 2.3.1 All doors shall be maintained in good working order.
- 2.3.2 Unattended self-service baggage carts shall be returned to dispenser racks and not allowed to collect in an unsightly manner.
- 2.3.3 Public address systems shall be clear and audible.
- 2.3.4 All self-service check-in equipment shall be in good working order.

2.0 - Curbside

- 2.3.5 All baggage conveyor belts and curtains shall be in good working order.
- 2.3.6 Skycap baggage carts shall be returned to their appropriate location or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner.
- 2.3.7 All light fixtures shall be in good working order.

2.4 *Signs, Directions, and Information*

- 2.4.1 Directional signs shall be visible and accurate.
- 2.4.2 Signs shall clearly indicate the location of services.
- 2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 2.4.4 Airline names shall be posted at drop-off and pick-up locations when practicable.
- 2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

3.0 –Flight Check-in Areas

Flight Check-In Area General Requirements

- a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility.
- b) Trash receptacles shall be available in the airline check-in areas.
- c) Flight Information Display Systems (FIDS) shall be provided.
- d) All signing in the check-in area shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

3.1 Standards of Cleanliness

- 3.1.1 Counters and kiosks shall be clean and free of graffiti.
- 3.1.2 Workspaces shall always appear uncluttered and organized.
- 3.1.3 Seating, where available, shall be clean and free of excessive stains and dirt.
- 3.1.4 Windowsills shall be free of excessive dust and debris.
- 3.1.5 Windows shall be free of excessive streaks and smudges.
- 3.1.6 Trash receptacles shall be clean and not overflowing.
- 3.1.7 Recycling receptacles shall be clean and not overflowing.
- 3.1.8 Walls, partitions, columns and doors shall appear clean and be free of excessive dirt and marks.
- 3.1.9 Carpet and floors shall be free of excessive debris and stains and shall appear clean.
- 3.1.10 Floors shall be dry, free from spills and water.
- 3.1.11 Ceilings shall be clean and free of excessive dust.
- 3.1.12 Light fixtures and assemblies shall be clean and free of excessive dust.
- 3.1.13 Heating and air conditioning units shall be clean and free of excessive dust.
- 3.1.14 Stanchions, ropes and “tensa barriers” shall be clean and free of excessive dust, tape and smudges.

3.0 –Flight Check-in Areas

3.1.15 Electronic device charging stations shall be clean.

3.2 *Standards of Condition*

3.2.1 Counters and kiosks shall be well maintained and in good repair.

3.2.2 Workspaces shall be in good condition, free of excessive dents, marks, scratches and scuffs.

3.2.3 Seating shall be free of rips, tears, stains and broken parts.

3.2.4 Windowsills shall be in good condition, free of broken parts and marks.

3.2.5 All windows shall be in good condition with no visible damage, chips or marks.

3.2.6 Trash receptacles shall be in good condition, with no visible damage.

3.2.7 Recycling receptacles shall be in good condition with no visible damage.

3.2.8 Walls, partitions, columns and doors shall be in good condition, with no excessive dents, chips, marks or scuffs.

3.2.9 Carpets and mats shall be free of excessive holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces.

3.2.10 Ceilings shall be in good condition, evenly aligned and free of visible damage.

3.2.11 All light fixtures shall have no visible broken parts.

3.2.12 Electronic charging devices, if available, shall be in good condition with no visible damage.

3.2.13 Baggage belts shall be in good condition with no visible damage.

3.2.14 Unattended self-service baggage carts shall be returned to dispenser racks or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner.

3.2.15 Heating and air conditioning shall be in good working condition.

3.0 –Flight Check-in Areas

3.2.16 Stanchions, ropes and, “tensa barriers” shall be well maintained and in good repair.

3.2.17 Employees’ personal belongings shall not be visible to customers.

3.3 *Standards of Functionality*

3.3.1 Flight Information Display System (FIDS) monitors shall be in working order.

3.3.2 Courtesy telephones shall be in working order.

3.3.3 Electronic charging stations, if available, shall be in working order.

3.3.4 Stanchions, ropes, “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view.

3.3.5 Public address system shall be clear and audible.

3.3.6 All baggage conveyor belts shall be in working order with no visible broken parts.

3.3.7 All self-service kiosks shall be in good working order with no visible broken parts.

3.4 *Signs, Directions, and Information*

3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

3.4.2 Terminal Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights shall be shown on the FIDS for that terminal.

3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

3.4.4 Customers shall be informed in a timely manner of flight delays via Flight Information Display Systems (FIDS), through appropriate public announcements and other electronic methods used by the industry.

4.0 – Walkways/Corridors/Elevators/Escalators

4.1 *Standards of Cleanliness*

- 4.1.1 Carpets, mats and floors shall be free of debris and excessive stains.
- 4.1.2 Floors shall be dry, free of spills or water.
- 4.1.3 Ceilings shall be clean and free of excessive dust and debris.
- 4.1.4 Light fixtures and assemblies shall be clean and free of excessive dust.
- 4.1.5 Pictures, frames, directories and advertising along walkways and corridors shall be clean and be free of excessive dust.
- 4.1.6 Elevator interiors shall be clean and free of debris and graffiti.
- 4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 4.1.8 Recycling receptacles shall be emptied in order to prevent the overflow of debris.
- 4.1.9 Heating and air conditioning shall be clean and free of excessive dust.
- 4.1.10 Water fountains shall be clean and free from debris and stains.

4.2 *Standards of Condition*

- 4.2.1 Carpets, mats and floors shall be free of excessive holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces.
- 4.2.2 Ceilings shall be in good condition, evenly aligned and free of visible damage.
- 4.2.3 All light fixtures shall have no visible broken parts.
- 4.2.4 Pictures, frames, directories and advertising shall be in good condition, free of tears, scratches, graffiti and other marks.
- 4.2.5 Elevators, escalators and moving walkways shall be in good working condition.
- 4.2.6 Elevator button lights and switches shall be in good condition.
- 4.2.7 Water fountains shall have no visible broken parts.
- 4.2.8 Corridors and walkways shall be free of obstructions.

4.0 – Walkways/Corridors/Elevators/Escalators

- 4.2.9 Heating and air conditioning units shall be in good condition with no visible broken parts.
- 4.2.10 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 4.2.11 Recycling receptacles shall be in good condition, without excessive dents, marks or peeling paint.

4.3 *Standards of Functionality*

- 4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order.
- 4.3.2 Elevator button lights and switches shall be operational.
- 4.3.3 Each elevator emergency phone or communication device shall be in working order.
- 4.3.4 Public address system shall be in working order and audible in all areas.
- 4.3.5 Water fountains shall be in good working order.
- 4.3.6 Heating and air condition units shall be in good working order.

4.4 *Signs, Directions, and Information*

- 4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking).
- 4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity.
- 4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information.
- 4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

5.0 – Passenger and Baggage Screening Areas

This standard will apply to both arriving and departing passenger and baggage screening areas, which are under the jurisdiction of the Transportation Security Administration (TSA) and Customs and Border Protection (CBP).

5.1 Standards of Cleanliness

- 5.1.1 Carpets, mats and floors surrounding baggage and passenger screening areas shall be free of excessive debris and stains.
- 5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape.
- 5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of excessive debris and baggage tape.
- 5.1.4 Walls, columns, doors and partitions shall have a clean appearance, free of dirt and marks.
- 5.1.5 Ceilings shall be clean and free of excessive dust.

5.2 Standards of Condition

- 5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas.
- 5.2.2 Carpets and mats shall be free of excessive holes, rips and worn or frayed areas.
- 5.2.3 All baggage and passenger screening equipment shall be in good condition, free of excessive marks, scuffs and broken pieces.
- 5.2.4 All furnishings, including but not limited to tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces.
- 5.2.5 Walls, columns, doors and partitions shall be free of large cracks, holes and graffiti.
- 5.2.6 Ceilings shall be free from stains and broken tiles.
- 5.2.7 Sign frames, holders and stands shall be in good condition.
- 5.2.8 Stanchions, ropes and “tensa barriers” shall be well maintained and in good repair.

5.0 – Passenger and Baggage Screening Areas

5.2.9 Light fixtures shall have no visible broken parts.

5.2.10 Employee's personal belongings shall not be visible to customers.

5.3 *Standards of Functionality*

5.3.1 All equipment, including but not limited to baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery, bins and aids shall be maintained and in working order.

5.3.2 Stanchions, ropes and "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view.

5.6 *Signs, Directions, and Information*

5.6.1 Internal notices shall not be displayed in public areas.

5.6.2 Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

5.6.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

5.6.4 Only approved regulatory signs shall be used.

6.0 - Restrooms

General Requirements

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

6.1 Standards of Cleanliness

- 6.1.1 Floors shall be clean and free of debris and excessive stains.
- 6.1.2 Floors shall be dry, free of spills or water.
- 6.1.3 Unpleasant odors shall not be detected.
- 6.1.4 Mirrors shall be free of excessive streaks, smudges and watermarks.
- 6.1.5 Sinks shall be clean, and faucets shall have a polished appearance.
- 6.1.6 Entranceways and doors shall be clean and free of debris.
- 6.1.7 Paper towel holders and/or automatic hand dryers shall be clean.
- 6.1.8 Urinals shall be clean and free of debris.
- 6.1.9 Tiles and walls shall be clean.
- 6.1.10 Soap dispensers shall be clean and free of soap scum.
- 6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance.

6.0 - Restrooms

- 6.1.12 Light fixtures and assemblies shall be clean and free of dust.
- 6.1.13 Sanitary seat cover dispensers shall be clean.
- 6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free.
- 6.1.15 Baby changing stations, where available, shall be clean.
- 6.1.16 All walls, doors and partitions shall be clean.
- 6.1.17 Ceilings shall be clean and free of dust and debris.
- 6.1.18 Countertops shall be clean and free of debris and pooling water.

6.2 *Standards of Condition*

- 6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces.
- 6.2.2 Mirrors shall be in good condition, free of scratches, marks, have minimum de-silvering, cracks and broken pieces.
- 6.2.3 Sinks, including fixtures, shall be in good condition, free of excessive scratches, stains and broken pieces.
- 6.2.4 Entranceway, doors and doorframes shall be in good condition, free of excessive scratches, dents, marks and scuffs.
- 6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of excessive marks, scratches, rust and broken pieces.
- 6.2.6 Urinals shall be in good condition, free of excessive chips, marks and broken pieces.
- 6.2.7 Wall tiles shall be in good condition, free of excessive chips, marks and broken pieces and grout shall be free of missing pieces and excessive discoloration.
- 6.2.8 Soap dispensers shall be in good condition.
- 6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces.

6.0 - Restrooms

- 6.2.10 All light fixtures shall have no visible broken parts.
- 6.2.11 Sanitary seat cover dispensers shall be in good condition, free of excessive marks, scratches and broken pieces.
- 6.2.12 Trash and sanitary receptacles shall be in good condition.
- 6.2.13 Baby changing station, where available, shall be in good condition, with all necessary parts and free of excessive marks, scratches and scuffs.
- 6.2.14 All walls, doors and partitions shall be free of holes, excessive graffiti, scratches and peeling paint.
- 6.2.15 Ceilings shall be free of cracks and stains.
- 6.2.16 Countertops shall be in good condition with no excessive scratches, cuts, gouges or marks.
- 6.2.17 All caulking joints between fixtures and wall or floor shall be filled without excessive gaps.

6.3 *Standards of Functionality*

- 6.3.1 Public address system shall be clear and audible.
- 6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed.
- 6.3.3 Automatic hand dryers and paper towel dispensers shall be in working order.
- 6.3.4 Toilets and urinals shall be in working order.
- 6.3.5 Door locks and latches shall be in working order.
- 6.3.6 Sink drains and faucets shall be in working order.
- 6.3.7 Baby changing stations shall be in working order.
- 6.3.8 Sanitary seat cover dispensers shall be filled and in working order.
- 6.3.9 Soap dispensers shall be filled and in working order.

6.0 - Restrooms

6.4 *Signs, Directions, and Information*

- 6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity.
- 6.4.4 If sanitary products are not available in the restrooms, an appropriate sign in the restroom shall reflect the nearest place to purchase these items.

7.0 – Gate Areas

General Requirements

- a) Public address system shall be available in every gate area.
- b) Flight Information Display Systems (FIDS) shall be available in or around the gate areas.

7.1 Standards of Cleanliness

- 7.1.1 Seating shall be clean and free of excessive debris and stains.
- 7.1.2 Windowsills shall be free of excessive dust and debris.
- 7.1.3 Windows shall be clean and free of excessive streaks and smudges.
- 7.1.4 Trash receptacles shall be clean and not overflowing.
- 7.1.5 Recycling receptacles shall be clean and not overflowing.
- 7.1.6 Walls, partitions, doors and columns shall have a clean appearance free of excessive dirt and marks.
- 7.1.7 Carpets, mats and floors shall be free of excessive debris and stains.
- 7.1.8 Floors shall be dry, free of spills or water.
- 7.1.9 Ceilings shall be clean and free of excessive dust.
- 7.1.10 Light fixtures and assemblies shall be clean and free of excessive dust.
- 7.1.11 Heating and air conditioning units shall be clean and free of excessive dust.
- 7.1.12 Stanchions, ropes and “tensa barriers” shall be clean and free of excessive dust, tape and excessive smudges.
- 7.1.13 Counters/podiums and kiosks shall be clean, uncluttered and free of debris.
- 7.1.14 Advertising and display areas shall be clean and free of debris.
- 7.1.15 Televisions and monitors shall be clean and free of excessive dust.
- 7.1.16 Electronic charging stations shall be clean.

7.0 – Gate Areas

7.2 *Standards of Condition*

- 7.2.1 Seating shall be free of rips, tears and broken parts.
- 7.2.2 Windowsills shall be in good condition, with no excessive marks, scratches or broken pieces.
- 7.2.3 Windows shall be in good condition, free of excessive scratches or marks.
- 7.2.4 Trash receptacles shall be in good working condition, without excessive dents, marks or peeling paint.
- 7.2.5 Recycling receptacles shall be in good condition without excessive dents, marks or peeling paint.
- 7.2.6 Walls, partitions, doors and columns shall be in good condition, without excessive marks, scuffs, dents or gouges.
- 7.2.7 Carpet shall be free of excessive holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces.
- 7.2.8 Ceilings shall be in good condition, evenly aligned and free of visible damage.
- 7.2.9 All light fixtures shall have no visible broken parts.
- 7.2.10 Heating and air conditioning units shall be in good working condition.
- 7.2.11 Stanchions, ropes and “tensa-barriers” shall be in good condition, with no visible damage or broken parts.
- 7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, graffiti or broken pieces.
- 7.2.13 Televisions and monitors shall have no visible broken parts.
- 7.2.14 Electronic charging stations, if available, shall have no visible broken parts.
- 7.2.15 Advertising and display areas shall be in good repair and shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 7.2.16 Cleaning supplies and equipment shall be stored out of customers’ view when not in use.

7.0 – Gate Areas

7.3 *Standards of Functionality*

- 7.3.1 The Public Address System shall be clear and audible at all times.
- 7.3.2 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order.
- 7.3.3 Televisions and monitors shall be clear, visible and in good working condition.
- 7.3.4 Electronic charging stations shall be in good working condition.
- 7.3.5 In the event of delays, cancellations or diversions, Standard 17.0 will apply.

7.4 *Signs, Directions, and Information*

- 7.4.1 Signing shall be visible and adequate to direct customers to all services.
- 7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airports Standards Manual.
- 7.4.3 Appropriate directional signing shall be visible at every decision point and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

8.0 – Retail Services

General Requirements

- a) All items for sale must have price visible either on each item or on the shelf.
- b) Tip receptacles are not permitted.
- c) “Street Pricing” signing must be prominently displayed.
- d) All items shall be sold at “Street Prices” as defined in the lease/permit.

8.1 Standards of Cleanliness

- 8.1.1 All public areas in the retail space shall be clean and well maintained.
- 8.1.2 Carpet and floors shall be free of excessive debris and stains.
- 8.1.3 Doors and entrances shall be clean and free of excessive dust.
- 8.1.4 Glass windows and display cases shall be clean.
- 8.1.5 Light fixtures and assemblies shall be clean and free of excessive dust.
- 8.1.6 All walls, doors, partitions and columns shall be clean.
- 8.1.7 Ceilings shall be clean and free of dust.
- 8.1.8 Sales and cashier areas shall appear neat, organized and clean.
- 8.1.9 Heating and air conditioning units and vents shall be clean and free of excessive dust.
- 8.1.10 Monitors shall be clean and free of dust.
- 8.1.11 Trash receptacles shall be clean and not overflowing.
- 8.1.12 Recycling receptacles shall be clean and not overflowing.
- 8.1.13 iPads or other electronic devices used for ordering or payment shall be clean.

8.2 Standards of Condition

- 8.2.1 Carpets shall be free of excessive holes, rips and worn or frayed areas.
- 8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas.

8.0 – Retail Services

- 8.2.3 Entranceways shall be in good condition, free of excessive marks, scratches or any visible damage.
- 8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight.
- 8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no excessive gouges, scratches, graffiti or broken pieces.
- 8.2.6 All light fixtures shall have no visible broken parts.
- 8.2.7 Walls and columns shall be free of large cracks, holes and graffiti.
- 8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area.
- 8.2.9 All displays and racks shall be arranged to permit free movement by customers with baggage.
- 8.2.10 Stock shall be stored out of view of customers.
- 8.2.11 Ceilings shall not be stained or have any broken tiles.
- 8.2.12 Employees' personal belongings shall not be visible to customers.
- 8.2.13 Heating and air conditioning units shall be in good working order.
- 8.2.14 Packaging, shipping materials and delivery carts shall be removed in a timely manner.
- 8.2.15 Electronic device charging stations shall have no visible broken parts.

8.3 *Standards of Functionality*

- 8.3.1 In the event of flight delays, essential services shall remain open for passengers in the terminal after normal business hours.
- 8.3.2 Music system shall be in a clear and audible working condition with appropriately set volume level.
- 8.3.3 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions.
- 8.3.4 All counters that are ADA accessible shall be kept clear of merchandise.

8.0 – Retail Services

8.3.5 iPads or other electronic devices used for ordering or paying shall be in good working condition.

8.3.6 Electronic device charging stations shall be in good working order.

8.4 *Signs, Directions, and Information*

8.4.1 Store policies regarding acceptable methods of payment, returns/refunds, etc. shall be clearly displayed.

8.4.2 Operators shall clearly display a telephone number or email address to contact management for customer complaints and or compliments.

8.4.3 Hours of operations shall be prominently displayed and fully observed.

8.4.4 Appropriate directories shall be visible, and clearly direct customers to all retail facilities.

8.4.5 Handwritten signs shall not be used and temporary signs shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

8.4.6 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.

8.4.7 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.

8.4.8 When a retail outlet is closed for unscheduled reasons, appropriate signs shall be posted advising customers of the nearest, similar operating retail outlet.

8.4.9 There shall be no unauthorized postings.

8.4.10 All retail outlets offering sale of Metro Cards shall have appropriate signing.

8.0 – Retail Services

8.5 *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.

- 8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop.
- 8.5.2 Employees shall always offer customers a receipt and say “thank you” or an appropriate pleasant closing.
- 8.5.3 Employees shall always give correct change.
- 8.5.4 Employees shall make every effort to make change for customers.
- 8.5.5 All retail locations shall have sufficient cash available immediately upon opening to make change for early morning sales.
- 8.5.6 Any complaints shall be dealt with promptly.
- 8.5.7 Employees shall have appropriate knowledge of items being sold.
- 8.5.8 Employees shall not use personal electronic devices. The only music audible to customers shall be provided by the audio system.

8.6 *Standards of Product*

- 8.6.1 Merchandise shall be attractively displayed.
- 8.6.2 Damaged merchandise shall be removed from display areas.
- 8.6.3 Displays shall be maintained to provide an uncluttered appearance.
- 8.6.4 No items shall remain on shelves past expiration dates.
- 8.6.5 Merchandise shall be stocked in quantities sufficient for normal customer traffic.
- 8.6.6 Merchandise shall be delivered, to retail areas in appropriate carts with rubber wheels.

9.0 – Food & Beverage Services

General Requirements

- a) All items for sale must have price visible either on each item or on the shelf.
- b) Tip receptacles are not permitted.
- c) “Street Pricing” signing must be prominently displayed.
- d) All items shall be sold at “Street Prices” as defined in the lease/permit.

9.1 Standards of Cleanliness

- 9.1.1 All areas in the establishment shall be clean and well maintained.
- 9.1.2 Debris shall be removed from tables and counters within a reasonable time.
- 9.1.3 Area shall be free of unpleasant odors.
- 9.1.4 Carpet and floors shall be free of excessive debris and stains.
- 9.1.5 Entranceways, doors and frames shall be free of excessive smudges, dirt.
- 9.1.6 Ceilings shall be clean and free of excessive dust.
- 9.1.7 Glass windows and display cases shall be clean.
- 9.1.8 Sales and cashier areas shall appear organized and clean.
- 9.1.9 Tray slides and counters shall be clean.
- 9.1.10 Trays shall be clean.
- 9.1.11 Light fixtures and assemblies shall be clean and free of excessive dust.
- 9.1.12 All tables, chairs, booths, display cases, and fixtures shall be clean.
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained.
- 9.1.14 All cooking equipment shall be clean.
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris.

9.0 – Food & Beverage Services

- 9.1.16 Recycling receptacles shall be emptied in order to prevent the overflow of debris.
- 9.1.17 Heating and air conditioning units and vents shall be clean and free of excessive dust.
- 9.1.18 Monitors shall be clean and free of dust.
- 9.1.19 Electronic charging stations shall be clean.
- 9.1.20 iPads or other electronic devices used for ordering or paying shall be clean.

9.2 *Standards of Condition*

- 9.2.1 Carpets shall be free from holes, rips and worn or frayed areas.
- 9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas.
- 9.2.3 Entranceways and frames shall be in good condition, free of excessive marks, scratches or any visible damage.
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces.
- 9.2.5 All counters and tray slides shall be in good condition with no deep scratches, gouges, graffiti or broken pieces.
- 9.2.6 All cooking equipment shall be well maintained and in good working order and have no visible damage.
- 9.2.7 Electronic charging stations shall have no visible damage.
- 9.2.8 Ceilings shall be free of stains and broken tiles.
- 9.2.9 All light fixtures shall be in working order with no broken visible parts.
- 9.2.10 Packaging, shipping materials and delivery carts shall be removed in a timely manner.
- 9.2.11 Cleaning supplies and equipment shall be stored out of customers' view when not in use.

9.0 – Food & Beverage Services

- 9.2.12 Trash receptacles shall be clean and in good condition, without excessive dents, marks or peeling paint.
- 9.2.13 Recycling receptacles shall be clean and in good condition without excessive dents, marks or peeling paint.
- 9.2.14 Employees' personal belongings shall not be visible to customers.
- 9.2.15 Heating and air-conditioning units shall be in good condition, free of any visible damage.
- 9.2.16 Monitors shall be clear, visible and in good working condition.
- 9.2.17 iPads or other electronic devices used for ordering or paying shall be in good working condition.

9.3 *Standards of Functionality*

- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers.
- 9.3.2 Music system shall be clear and audible with appropriately set volume level.
- 9.3.3 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct the entrance.
- 9.3.4 Heating and air conditioning units shall be in working order.
- 9.3.5 iPads or other electronic devices used for ordering or paying shall be in good working order.
- 9.3.6 Electronic charging stations shall be in good working order.
- 9.3.7 Cooking equipment shall be in good working order.

9.4 *Signs, Directions, and Information*

- 9.4.1 Store policies regarding acceptable methods of payment, returns/refunds, etc. shall be clearly displayed.
- 9.4.2 Operators shall clearly display a telephone number or email address to contact management for customer complaints and or compliments.

9.0 – Food & Beverage Services

- 9.4.3 Hours of operations shall be prominently displayed and fully observed.
- 9.4.4 Appropriate directories shall be visible to direct customers to all food and beverage facilities.
- 9.4.5 Handwritten signs shall not be used and all temporary signs shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 9.4.6 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.
- 9.4.7 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.
- 9.4.8 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest operating facilities.
- 9.4.9 There shall be no unauthorized postings.

9.5 *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.

- 9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop.
- 9.5.2 Employees shall always provide customers with a receipt and “thank you” or an appropriate pleasant closing.
- 9.5.3 Employees shall always give correct change.
- 9.5.4 Employees shall make every effort to make change for customers.
- 9.5.5 Employees shall not use personal electronic devices. The only music audible to customers shall be provided by the unit audio system.
- 9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales.

9.0 – Food & Beverage Services

9.5.7 Any complaints shall be dealt with promptly.

9.5.8 Employees shall have appropriate knowledge of items being sold.

9.6 *Standards of Product*

9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, 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.).

9.6.2 All food used for display purposes shall be presentable.

9.6.3 Menus shall be well designed, clean and display the correct prices.

9.6.4 No items shall remain on shelves past expiration dates.

9.6.5 Operators shall make every attempt to ensure that all menu items are available.

9.6.6 Hot food shall be delivered hot and cold food shall be delivered cold.

9.6.7 Merchandise shall be delivered to food and beverage areas in appropriate carts with rubber wheels.

10.0 – Baggage Claim

General Requirements

- a) Self-service baggage carts shall be readily available at all cart racks at all times.
- b) Public Address System shall be available.
- c) Baggage Information Display System (BIDS) shall be available.

10.1 Standards of Cleanliness

- 10.1.1 Baggage carousels shall be clean and be free of debris.
- 10.1.2 Carpets, mats and floors shall be free of debris and excessive stains.
- 10.1.3 Trash receptacles shall be clean and not overflowing with debris.
- 10.1.4 Recycling receptacles shall be clean and not overflowing with debris.
- 10.1.5 Heating and air conditioning units shall be clean and free of excessive dust.
- 10.1.6 Ceilings shall be clean and free of excessive dust.
- 10.1.7 Light fixtures and assemblies shall be clean and free of excessive dust.
- 10.1.8 Seating shall be clean and free of excessive stains.
- 10.1.9 Electronic charging stations shall be clean.
- 10.1.10 Windowsills shall be free of excessive dust and debris.
- 10.1.11 Windows shall be clean and free of excessive streaks and smudges.
- 10.1.12 Walls, partitions and columns shall have a clean appearance, free of excessive dirt and marks.
- 10.1.13 Conveyor curtains shall be clean and free of excessive dirt and debris.

10.2 Standards of Condition

- 10.2.1 All baggage carousels shall be in good condition with no excessive gouges, scratches, graffiti or broken pieces.

10.0 – Baggage Claim

- 10.2.2 Carpets and mats shall be free of excessive holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces.
- 10.2.3 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 10.2.4 Recycling receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 10.2.5 Ceilings shall be in good condition, evenly aligned and free of visible damage.
- 10.2.6 Seating shall be free of excessive rips, tears and broken parts.
- 10.2.7 Windowsills shall be in good condition, free of excessive scratches or marks.
- 10.2.8 Windows shall be in good condition, free of excessive scratches or marks.
- 10.2.9 Walls, partitions and columns shall be free of large cracks, holes and graffiti.
- 10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed.
- 10.2.11 All light fixtures shall have no visible broken parts.
- 10.2.12 Unattended baggage carts shall be returned to the dispenser racks and not allowed to collect in an unsightly manner and impede passenger flow.
- 10.2.13 Conveyor curtains shall be in good condition free of rips, tears and broken parts.
- 10.2.14 Electronic device charging stations shall have no visible broken parts.

10.3 *Standards of Functionality*

- 10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers.
- 10.3.2 The Public Address System shall be clear and audible.
- 10.3.3 All information display systems shall be clear, visible and accurate and in good working order.
- 10.3.4 Electronic device charging stations shall be in good working order.

10.0 – Baggage Claim

- 10.3.5 Monitors shall be in good working condition.
- 10.3.6 Heating and air conditioning units shall be in good working condition.
- 10.3.7 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal regulations.

10.4 Signs, Directions, and Information

- 10.4.1 Signing shall be visible and adequate to direct customers to all services.
- 10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline.
- 10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery in a timely manner.
- 10.4.5 Advertising and display areas shall be in good repair and shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

11.0 – Welcome Centers, On-Airport Bus and Permittee Services

General Requirements

- a) No Port Authority contract staff including but not limited to Customer Care Representatives, Taxi Dispatchers, Bus Drivers or Parking employees may accept any gratuities.

11.1 Standards of Cleanliness

Welcome Centers

- 11.1.1 Counters shall be clean, organized and uncluttered.
- 11.1.2 Computers and monitors shall be clean and free of dust.
- 11.1.3 All self-service telephones, including self-service phones shall be clean and free of debris.
- 11.1.4 All panels and displays including self-service areas shall be clean and free of debris.
- 11.1.5 Electronic device charging stations shall be clean.
- 11.1.6 All brochure racks shall be clean, organized and uncluttered.
- 11.1.7 All seating shall be clean and free of excessive dust.
- 11.1.8 All floors, mats and carpets shall be free of debris and excessive stains.

On-Airport Bus Service

- 11.1.9 All vehicle lighting shall be clean and free of debris.
- 11.1.10 Vehicle exteriors shall be clean.
- 11.1.11 Vehicle interiors shall be clean and free of debris and unpleasant odors.
- 11.1.12 Pictures, frames, directories, luggage racks and advertising shall be clean and free of excessive dust and graffiti.
- 11.1.13 All glass shall be clean and free of excessive streaks and smudges.
- 11.1.14 Seating shall be clean and free of graffiti and debris.
- 11.1.15 All floors and mats shall be free of debris and excessive stains.

11.0 – Welcome Centers, On-Airport Bus and Permittee Services

Permittee Services

- 11.1.16 Vehicle exteriors shall be clean.
- 11.1.17 Vehicle interiors shall be clean and free of debris and unpleasant odors.
- 11.1.18 All glass shall be clean and free of excessive streaks and smudges.
- 11.1.19 Seating shall be clean and free of graffiti and debris.
- 11.1.20 All floors and mats shall be free of debris and excessive stains.
- 11.1.21 Pictures, frames, directories, luggage racks and advertising shall be clean and free of excessive dust and graffiti.

Bus Shelters

- 11.1.22 All bus shelter exteriors shall be clean.
- 11.1.23 All bus shelter interiors shall be clean and free of debris.
- 11.1.24 Pictures, frames, directories and advertising shall be clean and free of excessive dust and graffiti.
- 11.1.25 All glass shall be free of excessive streaks and smudges.
- 11.1.26 Seating shall be clean and free of graffiti and debris.
- 11.1.27 Light fixtures and assemblies shall be clean and free of excessive dust.
- 11.1.28 All sidewalks shall be clean and free of debris.

11.2 Standards of Condition

Welcome Centers

- 11.2.1 Counters and workspaces shall be maintained in good condition with no excessive gouges, scratches, graffiti or broken pieces.
- 11.2.2 Computers and monitors shall be in good working condition.

11.0 – Welcome Centers, On-Airport Bus and Permittee Services

- 11.2.3 Electronic device charging stations shall be in good working condition, with no broken parts.
- 11.2.4 All self-service telephones, shall be in good condition.
- 11.2.5 All panels and displays shall be in good condition, free of excessive marks, scratches, gouges and any visible damage.
- 11.2.6 Brochure racks shall be in good condition, free of any visible damage.
- 11.2.7 Seats shall be in good condition, free of any visible damage.
- 11.2.8 All floors and mats shall be in good condition, free of large cracks, gouges and excessively worn areas.
- 11.2.9 Employee’s personal belongings shall not be visible to customers.

On-Airport Bus Service

- 11.2.10 All vehicle lighting shall be operational with all lamps lit and no visible broken parts.
- 11.2.11 Pictures, directories, frames, baggage racks and advertising shall be in good condition with no excessive marks, scratches or visible damage.
- 11.2.12 All glass shall be in good condition, free of excessive scratches, and chips.
- 11.2.13 Seating shall be free of tears, rips and missing or broken pieces.
- 11.2.14 Vehicle exteriors shall be in good condition, with all damage repaired promptly.
- 11.2.15 Vehicle interiors shall be in good condition, with all damage repaired promptly.
- 11.2.16 Employee’s personal belongings shall not be visible to customers.
- 11.2.17 All bus shelters shall be in good condition with no gouges, excessive scratches, graffiti or broken pieces.

Permittee Services

- 11.2.18 All vehicle lighting shall be operational with all lamps lit and no visible broken parts.

11.0 – Welcome Centers, On-Airport Bus and Permittee Services

- 11.2.19 Pictures, frames, baggage racks and advertising shall be in good condition with no excessive marks, scratches or visible damage.
- 11.2.20 All glass shall be in good condition, free of excessive scratches, chips and broken pieces.
- 11.2.21 Seating shall be free of tears, rips and missing or broken pieces.
- 11.2.22 Vehicle exteriors shall be in good condition, with all damage repaired promptly.
- 11.2.23 Vehicle interiors shall be in good condition, with all damage repaired promptly.
- 11.2.24 Employee's personal belongings shall not be visible to customers.

Bus Shelters

- 11.2.25 All bus shelter exteriors shall be in good condition with no visible damage.
- 11.2.26 All bus shelter interiors shall be in good condition, free of missing or broken pieces.
- 11.2.27 Pictures, frames and advertising shall be in good condition, free of excessive scratches and graffiti.
- 11.2.28 Heating units, if available, shall be in good condition with no visible broken parts.

11.3 Standards of Functionality

Welcome Centers

- 11.3.1 All Customer Care Representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays.
- 11.3.2 Computers and monitors shall function properly.
- 11.3.3 All self-service telephones shall function properly.
- 11.3.4 Electronic device charging station shall function properly.

11.0 – Welcome Centers, On-Airport Bus and Permittee Services

On-Airport Bus Service

- 11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes.
- 11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures.
- 11.3.7 Doors shall operate properly and easily.
- 11.3.8 All buses must be equipped with automated recording announcements or the bus driver must make audible announcements of the airport terminal or bus stop.
- 11.3.9 Waiting time during peak periods shall not be excessive.
- 11.3.10 Public Address systems and announcements shall be clear audible, with up to date information.
- 11.3.11 Handicapped lifts or “kneeling bus” apparatus shall function properly as referenced to Standard 19.0 “Passengers with Reduced Mobility”.
- 11.3.12 Operator must be knowledgeable in the operation of the bus for passengers with reduced mobility.

Permittee Services

- 11.3.13 Vehicles shall not make excessive noise or give off unpleasant odors and fumes.
- 11.3.14 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures.
- 11.3.15 Doors shall operate properly and easily.
- 11.3.16 Drivers must make audible announcements of the airport terminal or bus stop.
- 11.3.17 Waiting time during peak periods shall not be excessive and shall meet the permit requirements.
- 11.3.18 Only authorized permittees shall make pick-ups at designated areas.

11.0 – Welcome Centers, On-Airport Bus and Permittee Services

- 11.3.19 Handicapped lifts shall function properly as reference to Standard 19.0 “Passengers with Reduced Mobility”.
- 11.3.20 Operator must be knowledgeable in the operation of the vehicle for passengers with reduced mobility.
- 11.3.21 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs.
- 11.3.22 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged services at the Welcome Center.

11.4 Signs, Directions and Information

Welcome Centers

- 11.4.1 All signs and postings shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 11.4.2 Welcome Center waiting area shall be clearly identified.
- 11.4.3 All transportation information shall be accurate and up to date.
- 11.4.4. All Ground Transportation telephone information panels shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

On-Airport Bus Service

- 11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted.
- 11.4.6. Pick-up locations shall be clearly designated.
- 11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 11.4.8. All “Variable Message Signs” shall operate properly and display the correct information. Red “LED” (Light Emitting Diodes) signs shall not be used.

11.0 – Welcome Centers, On-Airport Bus and Permittee Services

11.4.9. Airline directories, where posted, shall be current and up-to-date.

Bus Shelters

11.4.10. Bus schedules shall be prominently displayed.

11.4.11. Airline directories, where posted, shall be current and up-to-date.

12.0 – Taxi Dispatch Service

General Requirements

- a) No Port Authority contract staff including but not limited to Customer Care Representatives, Taxi Dispatchers, Bus Drivers or Parking employees may accept any gratuities.

12.1 Standards of Cleanliness

- 12.1.1 Taxi booths shall have clean windows and be free of graffiti.
- 12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices.
- 12.1.3 Taxi passengers waiting areas shall be clean and free of debris.

12.2 Standards of Condition

- 12.2.1 Taxi booths windows shall be in good condition, free of excessive scratches and broken pieces.
- 12.2.2 All taxi booths shall be in good condition with no dents, excessive scrapes, debris or peeling paint.
- 12.2.3 Taxi passenger waiting areas shall be in good condition with no missing surface areas.
- 12.2.4 Queue line railing, where installed, shall be free of defects.
- 12.2.5 Taxi queue pavement markings shall be visible.

12.3 Functionality

- 12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation.

12.4 Signs, Directions, and Information

- 12.4.1 Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 12.4.2 Taxi rate information must be posted or be provided to the passengers.

12.0 – Taxi Dispatch Service

12.5 Standards of Taxi Dispatch Employees

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

12.5.1 Taxi dispatch employees must be knowledgeable regarding taxi fares, tolls and distances to locations.

12.5.2 Taxi dispatch employees shall not solicit or accept any form of gratuity.

13.0 – Parking Facilities and Services

General Requirements

- a) No Port Authority contract staff including but not limited to Customer Care Representatives, Taxi Dispatchers, Bus Drivers or Parking employees may solicit or accept any form of gratuity.

13.1 Standards of Cleanliness

- 13.1.1 Crosswalks, sidewalks, ramps and parking lot surfaces shall be clean and free of excessive dirt and debris.
- 13.1.2 Escalators and elevators shall be clean and free of debris.
- 13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 13.1.4 Recycling receptacles shall be emptied in order to prevent the overflow of debris.
- 13.1.5 All structures and equipment shall be free of dirt and graffiti.
- 13.1.6 All light fixtures and assemblies shall be clean and free of graffiti.
- 13.1.7 All windows shall be clean and free of excessive streaks and smudges and be clear of obstructions.
- 13.1.8 Parking lot bus shelters, where available, shall be clean and free of debris.
- 13.1.9 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings.
- 13.1.10 Drains shall be clear and free of debris.
- 13.1.11 Unpleasant odors shall not be detected.
- 13.1.12 Phones and intercom areas shall be clean and free of debris.
- 13.1.13 All equipment including Ticket Issuing Machines (TIM's) and Pay on Foot Machines (POF's) shall be clean.

13.0 – Parking Facilities and Services

13.2 Standards of Condition

- 13.2.1 Parking lot surfaces shall be well maintained and free of potholes and weeds.
- 13.2.2 Escalators, elevators, ramps and staircases shall be in good condition with no excessive gouges, scratches, graffiti and broken pieces.
- 13.2.3 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 13.2.4 Recycling receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 13.2.5 All equipment including Ticket Issuing Machines (TIM's) and Pay on Foot Machines (POF's) shall be in good condition.
- 13.2.6 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces.
- 13.2.7 All light fixtures shall have no visible broken parts.
- 13.2.8 All windows shall be in good condition, free of excessive marks, scratches and broken or missing pieces.
- 13.2.9 All bus shelters shall be in good condition with no gouges, excessive scratches, graffiti or broken pieces.
- 13.2.10 Phones and intercoms shall be in good condition with no gouges, excessive scratches, graffiti or broken pieces.
- 13.2.11 Striping shall be clear and visible with old markings completely removed.
- 13.2.12 Unattended self-service baggage carts and wheelchairs shall be returned to dispenser racks or appropriate location promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 13.2.13 All fences and barriers shall be well maintained, and properly secured.

13.0 – Parking Facilities and Services

13.3 Standards of Functionality

- 13.3.1 Properly uniformed and identifiable personnel shall be readily available to assist customers and respond to customer assistance situations within twenty (20) minutes of the customer's request.
- 13.3.2 All equipment including Ticket Issuing Machines (TIM's) and Pay on Foot Machines (POF's) shall be functioning and in good working order.
- 13.3.3 Every emergency phone shall be in good working order with clear instructions.
- 13.3.4 All emergency telephones and intercoms shall be in good working order with appropriate volume and all functions operating.
- 13.3.5 Escalators and elevators shall be in working order.
- 13.3.6 Elevator button lights and switches shall be operational.
- 13.3.7 Each elevator emergency phone or communication device shall be in working condition.
- 13.3.8 A "red light" shall be displayed indicating a closed lane.
- 13.3.9 A "green light" shall be displayed indicating an open lane.
- 13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined by Port Authority facility operations.

13.4 Signs, Directions, and Information

- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as methods of payment, shall be prominently displayed at all entrances and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 13.4.3 Aisle numbers and markings shall be visible and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

13.0 – Parking Lots & Garage Services

- 13.4.4 Signing in bus shelters shall display essential information regarding the airport, airline locations (at LGA) and route information and must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 13.4.5 Signing for “help” phones and services shall be clear and visible and must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 13.4.6 A plaque with the cashier’s name and contact information for customer comments shall be clearly visible at each cashier booth.

13.5 Standards of Parking 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.

- 13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials.
- 13.5.2 Employees shall provide a “thank you” or an appropriate pleasant closing to every customer.
- 13.5.3 Parking employees shall not solicit or accept any form of gratuity.

14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Construction and Alteration Process and Standards Guide (TCAP) is required.

14.1 *Standards of Cleanliness*

14.1.2 Temporary walls and screening shall be free of graffiti, excessive dirt and debris.

14.2 *Standards of Condition*

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials.

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

14.2.3 Storefronts under construction shall have a “uniform” barrier wall or “window dressing” that is attractive and conceals construction activity, as indicated in the Tenant Construction and Alteration Process Standards Guide (TCAP).

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility.

14.2.5 Floors shall be dry and free of spills or water.

14.2.6 Temporary walls/barricades shall be well maintained with no dents or excessive marks.

14.2.7 All light fixtures shall have no visible broken parts.

14.2.8 No unpleasant odors shall be emitted from the construction site.

14.2.9 Sound suppression efforts shall be employed that meets the airport’s operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers.

14.2.10 Construction workers shall obtain and prominently display official identification.

14.0 - Construction

14.3 Standards of Functionality

- 14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area.
- 14.3.2 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner.
- 14.3.3 Construction employees shall comply with all relevant Port Authority Airport Rules and Regulations.

14.4 Signs, Directions, and Information

- 14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed.
- 14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation.
- 14.4.3 Adequate directional signing, must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual and shall be provided when construction barricades hide or obstruct facilities, egress, and services.
- 14.4.4 Handwritten signs shall not be used and temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

15.0 – Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers.

15.1 Standards for Representation

- 15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.
- 15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is airborne. The representative shall sign-in and sign-out with the Terminal Operator.
- 15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)
- 15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:
 - A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;
 - B. Name(s) of all authorized representative(s) on duty
 - C. 24-hour telephone contact
 - D. E-mail address and website address for posting of information
 - E. Mailing address
 - F. The name and contact of ground handling company authorized representative.
 - G. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

15.0 – Charter Operations

- 15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.
- 15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.
- 15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

15.2 Standards for Information

- 15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.
- 15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.
- 15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.
- 15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

15.3 Standards for Services in case of flight delay or cancellation

- 15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time.
- 15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.
- 15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

16.0 – Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

16.1 Standards of Ramp Cleanliness

- 16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA Advisory Circular 150/5210-24 (or the most current circular) and Port Authority Rules and Regulations.
- 16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have absorbent type material available.
- 16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt.
- 16.1.4 All windows visible from ramp/airside shall be clean and free of excessive streaks and smudges.
- 16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris.
- 16.1.6 All recycling receptacles shall be emptied in order to prevent the overflow of debris.
- 16.1.7 Walls, columns and doors shall be clean.
- 16.1.8 All service roads, as well as walkways and sidewalks shall be clean and free of debris.
- 16.1.9 Interline baggage transfer areas shall be clean and free of debris.
- 16.1.10 All drains shall be clear.
- 16.1.11 Guard booth interiors shall be clean, free of debris, clutter and have no personal items visible.
- 16.1.12 Guard booth windows shall be clean and free of excessive streaks and smudges.

16.0 – Ramp and Airside Areas

16.2 Standards of Equipment Cleanliness

- 16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris.
- 16.2.2 Buses and/or Mobile Lounges shall be clean.
- 16.2.3 Bus and/or Mobile Lounge seating shall be clean.
- 16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of excessive streaks and smudges and free of dirt.
- 16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and excessive dirt.
- 16.2.6 Aircraft loading bridges shall be clean and free of debris.

16.3 Standards of Ramp Condition

- 16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the air terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property.
- 16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings and appropriate signage.
- 16.3.3 All fences and barriers shall be well maintained and properly secured.
- 16.3.4 All light fixtures shall have no visible broken parts.
- 16.3.5 All ramp surface areas shall be free of potholes.
- 16.3.6 All service roads shall be well maintained and free of potholes.
- 16.3.7 Guard booths shall present a well-maintained appearance, free of clutter and debris.
- 16.3.8 Trash receptacles shall be in good condition, without dents, excessive marks or peeling paint.
- 16.3.9 Recycling receptacles shall be in good condition, without dents, excessive marks or peeling paint.

16.0 – Ramp and Airside Areas

16.3.10 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment.

16.4 Standards of Equipment Condition

16.4.1 Ground Support Equipment shall be parked and stored in clearly marked designated areas.

16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections.

16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts.

16.5 Standards of Equipment Functionality

16.5.1 Buses and/or Mobile Lounges shall be in good working order.

16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working order.

16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes.

16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible.

16.5.5 Ramp equipment and cargo containers shall be staged in an orderly fashion.

16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface.

16.5.7 Aircraft loading bridges shall be in good working order.

16.5.8 Interline baggage transfer equipment shall be in good working order.

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews.

16.0 – Ramp and Airside Areas

16.6 Signs, Directions, and Information

- 16.6.1 Handwritten signs shall not be used and any temporary signs must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 16.6.2 Gate numbers shall be clearly marked and visible at all times and must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

17.0 – Assistance to Stranded Passengers

General Requirements

- a) All airlines shall adhere to all federal regulations regarding assistance to stranded passengers.

The Following Defines “Stranded Passengers”

Some flights are delayed on the airport “tarmac” before taking off or landing. US Department of Transportation rules prohibit US Airlines from allowing a domestic flight to remain on the tarmac for more than three (3) hours unless:

- The pilot determines that there is a safety or security reason why the aircraft cannot taxi to the gate and deplane its passengers or
- Air traffic control advises the pilot that taxiing to the gate (or to another location where passengers can be deplaned) would significantly disrupt airport operations.

US airlines operating international flights to or from most US airports must each establish and comply with their own limit on the length of tarmac delays on those flights. On both domestic and international flights, US airlines must provide passengers with food and water no later than two hours after the tarmac delay begins. While the aircraft remains on the tarmac, lavatories must remain operable and medical attention must be available if needed.

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than three (3) hours either on departure or on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

17.0 – Assistance to Stranded Passengers

The Following Defines “Areas of Responsibility”

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public. The Port Authority of NY & NJ has pledged to assist airlines during flight delay situations. PAPRICA (Port Authority Passenger Recovery in Cooperation with the Airlines) is the guideline airlines shall use during flight delays.

17.1 Assistance to passengers stranded on board an aircraft

- 17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for two (2) hours or longer.
- 17.1.2 Passengers shall be provided with essential needs such as food, water, medical attention, heat and air conditioning and restroom facilities on board.

17.2 Assistance to passengers stranded inside the terminal

- 17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline.
- 17.2.2 In accordance with airline’s and/or terminal operator’s procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.
- 17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required.
- 17.2.4 Airlines are encouraged to provide passengers with any additional services as required by federal regulation.

17.0 – Assistance to Stranded Passengers

17.3 Passengers with Reduced Mobility

- 17.3.1 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly, disabled, passengers with medical conditions, unaccompanied minors, passengers with young children and passengers speaking foreign languages.

17.4 Arriving flight information provided to the general public

- 17.4.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis.

18.0 – AirTrain Stations and Vehicle

18.1 Standards of Cleanliness

Stations: Interior

- 18.1.1 Seating shall be clean.
- 18.1.2 Floors shall be free of debris and stains.
- 18.1.3 All floor mats shall be clean and properly aligned.
- 18.1.4 Windowsills shall be free of excessive dust and debris.
- 18.1.5 Windows and doors shall be clean and free of excessive streaks and smudges.
- 18.1.6 Trash receptacles shall be clean and not overflowing.
- 18.1.7 Recycling receptacles shall be clean and not overflowing.
- 18.1.8 Walls shall have a clean appearance, free of dirt and excessive marks.
- 18.1.9 Floors shall be dry, free of spills or water.
- 18.1.10 Ceilings shall be free of excessive dust.
- 18.1.11 Light fixtures and assemblies shall be clean and free of excessive dust.
- 18.1.12 Pictures, frames, directories and advertising shall be clean and free of excessive dust.
- 18.1.13 Heating and air conditioning units shall be clean and free of excessive dust.
- 18.1.14 Elevator cab walls and floors shall be clean and free of debris.
- 18.1.15 Escalators shall be clean and free of debris.
- 18.1.16 All Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be clean and free of excessive dust.

18.0 – AirTrain Stations and Vehicles

Stations: Exterior

- 18.1.17 Entrance and exit doors shall be clean and free of dirt and excessive smudges.
- 18.1.18 Windows shall be free of excessive streaks and smudges.
- 18.1.19 Trash receptacles shall be clean and emptied to prevent the overflow of debris.
- 18.1.20 Recycling receptacles shall be clean and emptied to prevent the overflow of debris.
- 18.1.21 Awnings or canopies, where present, shall be clean.
- 18.1.22 Walls shall be clean.
- 18.1.23 Light fixtures and assemblies shall be clean and free of excessive dust.

Trains:

- 18.1.24 Exteriors shall be clean.
- 18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti.
- 18.1.26 Seating shall be clean and free of excessive stains.
- 18.1.27 Walls shall be clean and free of graffiti and excessive scratches.
- 18.1.28 Ceilings shall be clean and free of excessive dirt.
- 18.1.29 Carpeted surfaces shall be clean and free of excessive stains.
- 18.1.30 Floors shall be dry, free of spills.
- 18.1.31 Windows shall be free of excessive streaks and smudges.
- 18.1.32 Doors shall be clean.
- 18.1.33 Light fixtures and assemblies shall be clean.

18.0 – AirTrain Stations and Vehicles

18.1.34 Passenger Information Display System (PIDS) monitors shall be clean and free of excessive dust.

18.1.35 Flight Information Display System (FIDS) monitors shall be clean and free of excessive dust.

18.2 Standards of Condition

Stations: Interior

18.2.1 Seating shall be free of missing or broken parts.

18.2.2 Floors shall be free of excessive gouges, cracks and missing pieces.

18.2.3 Floor mats shall be in good condition, without excessive wear and frays.

18.2.4 Windowsills shall be in good condition without any missing or broken pieces.

18.2.5 Glass in windows and doors shall have no broken or cracked panes.

18.2.6 Trash receptacles shall be in good condition with no excessive dents, marks or peeling paint.

18.2.7 Recycling receptacles shall be in good condition with no excessive dents, marks or peeling paint.

18.2.8 Walls and columns shall be in good condition, free of excessive marks, scuffs, dents or gouges.

18.2.9 Ceilings shall be in good condition, and free of visible damage.

18.2.10 All light fixtures shall be in working order with no visible broken parts.

18.2.11 Emergency telephones shall be in good condition, with no broken pieces.

18.2.12 Pictures, frames and advertising shall be in good condition, free from excessive marks, scratches and missing or broken pieces.

18.2.13 Heating and air conditioning units shall be in good working condition.

18.2.14 Escalators and elevators shall be in working condition.

18.2.15 Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be in good condition, with no visible damage.

18.0 – AirTrain Stations and Vehicles

- 18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 18.2.17 Employees' personal belongings shall not be visible.

Stations: Exterior

- 18.2.18 Sidewalks shall be smooth and free of large cracks or missing surface areas.
- 18.2.19 Entrance and exit doors shall be in good working order.
- 18.2.20 Windows shall be in good condition with no excessive scratches, chips or broken pieces.
- 18.2.21 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.
- 18.2.22 Recycling receptacles shall be in good condition without excessive dents, marks or peeling paint.
- 18.2.23 Awnings or canopies, where present, shall be in good condition with no visible damage.
- 18.2.24 Walls and columns shall be in good condition, free of excessive marks, scuffs, dents or gouges.
- 18.2.25 All light fixtures shall be in good condition.
- 18.2.26 Snow and ice shall be removed from walkways, roadways to prevent any safety hazard.

Trains

- 18.2.27 Exteriors of the trains shall be in good condition, free of visible damage.
- 18.2.28 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage.
- 18.2.29 Walls shall be in good condition, free of excessive marks, scuffs, dents or scratches.
- 18.2.30 Trains shall be in good working order.

18.0 – AirTrain Stations and Vehicles

- 18.2.31 Carpeted surfaces shall be free of excessive holes, rips, worn or frayed areas.
- 18.2.32 Flooring shall be free of large gouges, cracks and stains.
- 18.2.33 Seating shall be free of tears, rips or graffiti.
- 18.2.34 Passenger Information Display System (PIDS) shall be in good condition with no visible damage.

18.3 Standards of Functionality

Stations: Interior

- 18.3.1 Flight Information Display System (FIDS) and Train Information Display System (TIDS), shall be clear, visible and accurate.
- 18.3.2 Elevator button lights and switches shall be operational.
- 18.3.3 Each emergency phone on the platform and each elevator emergency phone or communication device shall be in working condition.
- 18.3.4 Public address systems shall be clear and audible.

Stations: Exterior

- 18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles.

Trains:

- 18.3.6 Waiting times at EWR shall not exceed:
 - Four (4) minutes, between the hours of 0500 and 1100
 - Three (3) minutes, between the hours of 1100 and 2000
 - Four (4) minutes, between the hours of 2000 and 2400
 - Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK shall not exceed:

- Twenty (20) minutes, between 0000 and 0400
- Twelve (12) minutes, between the hours of 0400 and 0730
- Fifteen (15) minutes between the hours of 0730 and 1500
- Twelve (12) minutes between the hours of 1500 and 2000
- Twenty (20) minutes between the hours of 2000 and 0000

18.0 – AirTrain Stations and Vehicles

- 18.3.7 Air conditioning and heating units shall be in proper working condition and maintain appropriate temperatures.
- 18.3.8 Automated announcements shall be audible and up-to-date.
- 18.3.9 Public address systems shall be clear and audible.
- 18.3.10 Emergency phones or communication devices shall be in working order.

18.4 Signs, Directions, and Information

- 18.4.1 Route/destination signing shall be clearly posted.
- 18.4.2 Drop-off and Pick-up points for hotels and other services shall be clearly designated.
- 18.4.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 18.4.4 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate.
- 18.4.5 Handwritten signs shall not be used and all temporary signs shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.
- 18.4.6 Emergency phones and/or call boxes shall be easily identified.
- 18.4.7 Maps and directories shall be accurate, up-to-date and shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

19.0 – Assistance to Passengers with Reduced Mobility

General Requirements

- a) Employees providing services to Passengers with Reduced Mobility shall not solicit gratuities.

Definition of “Passengers with Reduced Mobility”

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the Americans with Disabilities Act (ADA) in an individual with “a physical or mental impairment that substantially limits one or more major life activities.” Major life activities include such activities as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers’ requiring/requesting the aid of a mobility assistance representative.

Relevant Standards and Regulations

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382)
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11)
- Transportation Security Administration Training
- Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance (US Airports) DOT 49 CFR Part 27
- The Rehabilitation Act Section 504
- 2010 ADA Standards for Accessible Design and Construction
- DOT ADA Standards for Transportation Facilities

19.0 – Assistance to Passengers with Reduced Mobility

Areas of Responsibility

- A. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.
- B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.
- C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.
- D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.
- E. Terminal Operators must enable or ensure high-contrast captioning at all times on all televisions and other audiovisual displays that are capable of displaying captions and that are located in any gate area, ticket area, passenger lounges provided by US or foreign carrier or any common area of the terminal to which any passengers have access that provide safety briefings, information or entertainment.
- F. Airlines whose websites are not accessible to passengers with disabilities must allow them to take advantage of web-only fares and waive any fees when booking by phone or other method.
- G. If passengers with disabilities cannot readily use automated kiosks to check-in or print a boarding pass, airlines must provide assistance at the kiosks or allow passengers to the front of the line at the check-in counter.

19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator

- 19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights.

19.0 – Assistance to Passengers with Reduced Mobility

- 19.2.2 The airline operating the arriving flight of a passenger with reduced mobility is responsible for providing and ensuring the assistance, even if the passenger holds a separate ticket for a departing flight departing from a different terminal.
- 19.2.3 Carriers providing the assistance to the arriving passenger must, on request, make stops in route including but not limited to a restroom, pet relief area, or to purchase food and beverage items.
- 19.2.4 Passengers with Reduced Mobility shall not be left unattended at any AirTrain platform or station or vehicle.
- 19.2.5 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities.
- 19.2.6 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities.
- 19.2.7 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft).
- 19.2.8 Unaccompanied minors shall not be left unattended.
- 19.2.9 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently.
- 19.2.10 Passengers with Reduced Mobility being dropped off at the curbside shall be able to obtain assistance within 10 minutes.
- 19.2.11 Carriers must make a Complaint Resolutions Officer (CRO) available during the times their flights are operating and in the languages in which the carrier's services are available to the public. Carrier reservation agents, contractors and websites must provide information regarding the availability and contact information of the CRO to passengers to resolve any complaints or disability related issues.
- 19.2.12 Employees shall be trained in providing boarding and deplaning assistance, the use of any equipment used by the carrier, and proper boarding and deplaning techniques that safeguard the safety and dignity of passengers with reduced mobility.
- 19.2.13 Employees shall honor the request of the person with reduced mobility they are assisting.

19.0 – Assistance to Passengers with Reduced Mobility

- 19.2.14 The airlines and terminal operators that own, lease or control terminal facilities, shall provide wheelchair accessible animal relief areas for service animals, pre and post security, that accommodate departing, connecting or arriving passengers.

19.3 On-Airport Assistance to Passengers with Reduced Mobility

- 19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings.
- 19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act.
- 19.3.3 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station.
- 19.3.4 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station.

19.4 Provision of Wheelchairs to Passengers with Reduced Mobility

- 19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the most recent industry standards.
- 19.4.2 Airlines shall provide boarding wheelchairs and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge.
- 19.4.3 All wheelchairs may be subject to an inspection of:
- A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
 - B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;
 - C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;

19.0 – Assistance to Passengers with Reduced Mobility

- D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
 - E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
 - F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,
 - G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.
- 19.4.4 All wheelchairs shall be well maintained and in good condition.
- 19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand.
- 19.4.6 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts.
- 19.4.7 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its presence.
- 19.4.8 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal.
- 19.4.9 Airlines must permit passengers with a disability to provide written instructions regarding the disassembly and reassembly of personal wheelchairs and other mobility aids. The carrier must follow these instructions to the extent feasible, consistent with applicable security, safety and hazmat requirements.

19.5 *Signs, Directions and Information*

- 19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

20.0 – Public Circulation and Queue Management

The Following Defines “Circulation Areas”

Circulation areas are comprised of publicly accessible areas inside or outside the terminal 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, passenger 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 the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

Areas of Responsibility

- A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline’s lease line.
- B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.
- C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.
- D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.
- E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.
- F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

20.0 – Public Circulation and Queue Management

20.1 *Standards for Managing Passenger Circulation*

- 20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers.
- 20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0)
- 20.1.3 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.
- 20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator, deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points.
- 20.1.5 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.
- 20.1.6 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths when possible.
- 20.1.7 Provide and maintain adequate wayfinding to promote efficient public circulation.
- 20.1.8 Objects shall not interfere with the public's visual field to affect public orientation and understanding of designated flow paths.

20.2 *Standards for Managing Passenger Queuing Areas*

- 20.2.1 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.

20.0 – Public Circulation and Queue Management

- 20.2.2 Public queues for a facility shall not extend beyond the tenant’s designated lease area unless authorized by the Port Authority.
- 20.2.3 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition.
- 20.2.4 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, deboarding areas or curbside roadways) or impede primary public flow patterns.
- 20.2.5 Public queues shall not extend or be formed outside a terminal building where shelter is not available.

20.3 *Stanchion Appearance and Locations*

- 20.3.1 Placement of floor stanchions shall not interfere with public circulation, emergency egress, queuing or wayfinding.
- 20.3.2 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.
- 20.3.3 Stanchion belts or ropes should never be tied together.
- 20.3.4 Stanchions, ropes, “tensa barriers” shall be well maintained and in good repair.
- 20.3.5 Stanchions, ropes, “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view.
- 20.3.6 Stanchions, ropes, “tensa barriers” shall be clean and free of excessive dust, tape and smudges.

21.0 – Orderly Evacuation and Resumption of Services

Definition of “Emergency Situation”

- A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.
- B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 *Airline Assistance*

- 21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.1.2 All airline employees shall be familiar with airport emergency procedures.
- 21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.
- 21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) or other law enforcement agencies clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.
- 21.1.6 Airlines should at all times have an on-duty employee designated as an “Emergency Representative” who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) or other law enforcement agencies to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.
- 21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police or other law enforcement agencies to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.0 – Orderly Evacuation and Resumption of Services

- 21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police or other law enforcement agencies and the TSA, flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.
- 21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, or other law enforcement agencies terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.
- 21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS) shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).
- 21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

21.2 Airport Tenant Responsibilities

- 21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.
- 21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or other law enforcement agencies, or terminal operator instructions for emergency procedures.
- 21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.2.5 Airport tenants should at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, or other law enforcement agencies, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

21.0 – Orderly Evacuation and Resumption of Services

21.3 *TSA Responsibilities*

- 21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.
- 21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.
- 21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police or other law enforcement agencies and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)
- 21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

21.4 *Terminal Operator Responsibility*

- 21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.
- 21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.
- 21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.

21.0 – Orderly Evacuation and Resumption of Services

- 21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.
- 21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.4.6 The terminal operator or Port Authority should at all times have an on-duty employee designated as the “Emergency Representative” who will coordinate with Port Authority Police, TSA, airline, CPB, or other law enforcement agencies and airport tenant emergency representatives during an emergency situation.
- 21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the emergency and the steps airport customers must take to remain safe during the emergency period.
- 21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.
- 21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.
- 21.4.10 Annually or as updated, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.
- 21.4.11 Terminal operator’s safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

21.0 – Orderly Evacuation and Resumption of Services

21.5 *Communication and Public Announcements*

21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

21.6 *Directions and Assembly Locations*

21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assemble in case of an emergency.

21.6.2 Emergency evacuation markings are to be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual and building code standards.

21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.

21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police or other law enforcement agencies incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.

21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.

21.0 – Orderly Evacuation and Resumption of Services

21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building. All employees and customers must follow direction of law enforcement personnel.

21.7 *Departure Service Resumption Process*

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened in an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

21.8 *Departure Service Resumption Process*

21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

21.9 *Passengers Needing Assistance*

- Persons with Reduced Mobility are defined in Standard 19.0

21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.

21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

21.10 *First Aid Assistance*

21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.

21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

ATTACHMENT E – PERMIT

FOR PORT AUTHORITY USE ONLY :
: _____ :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
4 World Trade Center 150 Greenwich Street, 18th Floor New York, NY 10006
 SHARE RIDE AND ASSOCIATED SERVICES
 Privilege Permit

The Port Authority of New York and New Jersey (herein called the “Port Authority”) hereby grants to the Permittee hereinafter named, the hereinafter described Airport Shared Ride and Associated Service, at the Port Authority Facilities herein named, in accordance with the Terms and Conditions and Special Endorsements hereof; and said Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in said Terms and Conditions, Special Endorsements, Schedules and Exhibits.

1. **PERMITTEE:** [_____]
2. **PERMITTEE’S ADDRESS:** [_____]
3. **PERMITTEE’S REPRESENTATIVE:** [_____]
4. **PRIVILEGE:** To provide such permitted use described in Special Endorsement No. 1(b) hereof (the “**Authorized Service**”), and for no other purpose or purposes whatsoever.
5. **FEES:** As set forth in Special Endorsement No. 2 hereof.
6. **EFFECTIVE DATE:** [_____].
7. **EXPIRATION DATE:** [_____], unless extended or sooner revoked or terminated as provided for herein.
8. **REQUIRED SECURITY DEPOSIT:** \$[_____] Two(2) months payment as set forth in Paragraph 19 of the Special Endorsements
9. **INSURANCE REQUIREMENTS:** Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability. Automobile Liability Insurance – \$5 million combined single limit per accident for bodily injury and property damage liability.
10. **ENDORSEMENTS:** Special Endorsements, Insurance Schedule and Exhibits A- H.

Dated: as of [_____] THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

By: _____
Name: _____

[_____]
Permittee

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

By: _____
Name: _____
Title: _____

SPECIAL ENDORSEMENTS

1. (a) The Permittee is hereby granted the non-exclusive privilege to use the routes, roads and ways of Newark Liberty International Airport, John F. Kennedy International Airport, LaGuardia Airport and Stewart Airport (hereinafter collectively referred to as the "Airports") as may from time to time be designated by the Port Authority to provide an Airport shared ride shuttle and associated services, consisting of shared ride, scheduled or private services, all as defined below (collectively, the "Authorized Services") for all persons desiring transportation by the Permittee to and from:

(b) [ROUTES WILL BE DETERMINED AFTER A PROPOSER IS SELECTED], which will indicate the Airport where same will be provided

(c) See (b) above

(d) The Permittee shall have no right hereunder to carry on or conduct any business operation or service at the Airports including but not limited to any ground transportation service, other than the Authorized Services. The permission granted to the Permittee to provide the Authorized Services shall not be construed as being applicable to any establishment or operation by the Permittee of facilities outside the Airports for the handling of airline crews, passengers, employees and baggage arriving at or departing from the Airports. The Permittee shall not solicit business on the public areas of the Airports or on the premises of, or on any other area at each Airport occupied exclusively by, an Aircraft Operator. The use, at any time, either on the premises occupied exclusively by an Aircraft Operator or elsewhere on each Airport, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying devices is hereby expressly prohibited and any advertising or signs shall be subject to continuing Port Authority approval.

(e) As used herein:

- (i) "Shared Ride Service" shall mean the Permittee providing an entire vehicle and its driver to more than one (1) customer on the basis of a charge per customer as such charge(s) is set forth in Section 13 titled "Permittee Schedule of Rates and Charges" section (a), attached hereto and made a part hereof.
- (ii) "Scheduled Service" shall mean the Permittee providing more than one (1) vehicle and driver at designated points and in communities according to pre-determined schedules indicating times of operation and fares to be maintained by the Permittee. Such schedules shall be maintained by the Permittee to any regulatory agency whose franchise or license, together with this Permit, authorizes the operation of the Scheduled Service.
- (iii) "Private Service" shall mean the Permittee providing an entire vehicle and its driver to one customer on the basis of a per vehicle charge, as such charge(s) is set forth in Section 13 titled "Permittee Schedule of Rates and Charges" section (a), attached hereto and hereby made a part hereof.

Notwithstanding the above, it is expressly understood and agreed that the privilege granted under this Permit to provide the Authorized Services shall not include providing said service to a customer who is an Aircraft Operator, as hereafter defined in Section 1 of the Terms and Conditions attached hereto and hereby made a part hereof, and the Permittee hereby expressly agrees that it shall not provide the Authorized Services to an Aircraft

Operator, or to the passengers of an Aircraft Operator when such service is arranged by the Aircraft Operator or its employees, unless the Permittee has separate permit or permits issued by the Port Authority authorizing such service. In no event shall the Permittee indirectly or directly utilize its personnel (except as specifically authorized in writing by the Port Authority) or facilities at the Airports to carry on or conduct any business operation or service at the Airports other than as specifically set forth therein.

2. (a) The Permittee must operate no fewer than ten (10) vehicles at all times during the period of the permission granted hereunder. The conveyances shall not be of a model year more than five (5) years old and shall be a motor vehicle especially adapted for the Authorized Services. The conveyances to be operated by the Permittee in providing the Authorized Services shall all be capable of accommodating ten (10) to fifteen (15) passengers, including the driver. The use of each such conveyance shall be subject to the prior and continuing approval of the Port Authority and shall bear proper Port Authority issued stickers, as further provided in Special Endorsement No. 16, below. No vehicle utilized by the Permittee in performing the Authorized Services shall be moved unless and until all persons therein are seated. The Permittee shall operate the Authorized Services at a minimum of at least one (1) arrival and one (1) departure from each Airport hereunder every two (2) hours, during the hours from 7:00 a.m. to midnight (12:01 a.m.), seven (7) days a week, except as is otherwise authorized by the Port Authority in writing.

(b) The Permittee shall make only fair and reasonable charges for the Authorized Services. All rates and charges shall be filed with the General Manager of each Airport.

3. (a) During the period of the permission hereunder, the Permittee shall pay to the Port Authority the following monthly fees for the Authorized Services in accordance with the following procedure:

- (i) During the period commencing upon the Effective Date and continuing through the day preceding the second anniversary of such date, the Permittee shall pay to the Port Authority a monthly fee for all locations (except those in Manhattan) equivalent to Fifty Dollars (\$50.00) per seat (excluding the driver's seat), per vehicle.
- (ii) During the period commencing on the second anniversary of the Effective Date and continuing through the balance of the period of the permission granted hereunder, the Permittee shall pay to the Port Authority a monthly fee for all locations (except those in Manhattan) equivalent to Fifty-five Dollars and No Cents (\$55.00) per seat (excluding the driver's seat), per vehicle.
- (iii) For locations in Manhattan: During the period commencing upon the Effective Date and continuing through the day preceding the second anniversary of such date, the Permittee shall pay to the Port Authority a monthly fee equivalent to Sixty Dollars and No Cents (\$60.00) per seat (excluding the driver's seat), per vehicle, and
- (iv) During the period commencing on the second anniversary of the Effective Date and continuing through the balance of the period of the permission granted hereunder, the Permittee shall pay to the Port Authority annual monthly fee equivalent to Seventy Dollars and No Cents (\$70.00) per seat (excluding the driver's seat), per vehicle.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if the Permittee utilizes any vehicles to provide the Authorized Services which are Compressed Natural Gas, Hybrid Electric or Full Electric vehicles, then the Port Authority will reduce the

monthly fee set forth in paragraph 3(a)(i) to Forty-Five Dollars (\$45) per seat for the first two (2) years, and the fee set forth in Paragraph 3(a)(ii) shall be reduced to Fifty Dollars (\$50) per seat in the third year of the Permit through the balance of the permission granted hereunder. There shall be no reduction in the fees for any of the locations in Manhattan,

(c) The Port Authority shall bill the Permittee for fees due for the preceding calendar month which payment shall be due on presentation of the bill by the Port Authority. Such billings shall be based on the number of requests submitted by the Permittee for vehicle stickers as required by Special Endorsement No. 16 below, which billings shall be subject to change based upon (i) the actual number of vehicles used by the Permittee during the preceding calendar month, or (ii) the actual number of vehicle stickers issued to the Permittee at any time during the preceding calendar month. Each vehicle sticker surrendered in accordance with the requirements of Special Endorsement No. 16 (c) and which is replaced during the same calendar month with another vehicle sticker which is in effect for the remainder of the calendar month shall be fee payable based on the number of seats in the vehicle for which the sticker was issued on the last day of such calendar month.

(d) In the event this Permit commences the Authorized Service on other than the first day of a calendar month, the fee payable by the Permittee shall be prorated based on the actual number of the days in such calendar month. In the event this Permit is revoked by the Port Authority effective on a date other than the last day of a calendar month, the fee payable by the Permittee shall be prorated based on the actual number of the days in such calendar month. In the event that a vehicle is taken out of service during any particular month the Permittee is responsible to pay the fee for that vehicle for the entire month.

(e) Payments made hereunder shall be sent to the following address and shall include the Port Authority permit number on the face of the check:

The Port Authority of New York and New Jersey
P. O. box 95000-1517
Philadelphia, PA 19195-1517

Or via the following wire instructions:

Bank: TD Bank
Bank ABA Number: 026013673
Account Number: 5950011618

Or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

4. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that the fee to be paid hereunder is determined by the gross receipts from the operations of the Permittee. The granting of a privilege hereby shall not be construed to prevent or limit the granting of similar privileges at the Airports to another or to others, whether by use of this form of permit or otherwise.
5. The Permittee shall not enter into any agreement or understanding, express or implied, binding

or non-binding, with any other person who may furnish the Authorized Services which will have the effect of (a) fixing rates and charges to be paid by users of the service; (b) lessening or preventing competition between the Permittee and such other furnisher of the service; or (c) tending to create a monopoly on the Airports in connection with the furnishing of the service.

6. Use of Independent Contractors. The Permittee has advised the Port Authority that it desires to operate all or a portion of the Authorized Service by means of independent contractor arrangements whereby the driver of each vehicle used in performing the Authorized Services (hereinafter in this Permit called the "Independent Contractor Services") will conduct the same on behalf of the Permittee under a form of written agreement (such agreements being hereinafter in this Permit being called the "Independent Contractor Agreements") entered into between the Permittee and each such driver (such drivers being hereinafter in this Permit being called the "Independent Contractor Drivers"). The Port Authority has no objection to the use of the Independent Contractor Drivers to conduct the Independent Contractor Services, as aforesaid, notwithstanding any provision of Section No. 3 of the Terms and Conditions of this Permit which may conflict or be inconsistent herewith, provided that:
- (a) The Permittee hereby agrees that for all purposes under this Permit, the Independent Contractor Services shall be deemed to be conducted by the Permittee and shall be subject to all the terms, provisions and conditions hereof, including but not limited to the obligations of indemnification, insurance and the payment of all fees and the Permittee shall be fully and completely responsible therefore and all acts and omissions of the Independent Contractor Drivers shall be and shall be deemed to be acts and omissions of the Permittee.
 - (b) The Permittee represents and warrants to the Port Authority that it has and will continue to have all the rights and powers with respect to its Independent Contractor Drivers necessary to insure and enforce immediate and full compliance by the Independent Contractor Drivers with all of the agreements and undertakings of the Permittee under this Permit including, but not limited to, Section 3, of the Terms and Conditions. The Permittee understands and agrees that the representation and warranty of the Permittee under this paragraph is of the essence hereunder and is being relied upon by the Port Authority in granting its consent hereunder.
 - (c) Nothing contained in this Special Endorsement nor the permission granted hereunder nor anything contained in the Independent Contractor Agreement shall or shall be deemed to extend this Permit or the effective period under this Permit or to limit or waive the right of the Port Authority to revoke this Permit and the permission granted hereunder as set forth in Section I of the Special Endorsements of this Permit.
 - (d) The consent under this Special Endorsement No. 6 may be revoked at any time by the Port Authority without cause, on thirty (30) days' notice to the Permittee and such revocation shall be deemed not to affect this Permit and the continuance thereof, but this Special Endorsement and the consent granted hereunder shall be deemed of no further force and effect.
 - (e) Except to the extent set forth in this Special Endorsement, Section 2 of the Terms and

Conditions Incorrect Reference of this Permit shall apply with full force and effect to all operations of the Permittee under this Permit. Nothing contained herein shall create or be deemed to create any relationship between the Port Authority and the Independent Contractor Drivers or any of them nor shall any third party rights affecting the Port Authority be created hereby except for the third party rights for the benefit of the Port Authority as specifically provided in paragraph (i) of this Special Endorsement No. 6. In case of any difference between the terms of the Independent Contractor Agreement and this Permit, this Permit shall be controlling, it being merely the intention of the Port Authority to permit the exercise of the Permittee's rights to the extent provided herein by the Independent Contractor Drivers and not to enlarge or otherwise change the permission granted to the Permittee hereunder.

- (f) The Permittee shall keep and make available to the Port Authority for three (3) years following the expiration, or sooner termination or revocation of this Permit, all Independent Contractor Agreements which it has or may enter into and shall furnish copies thereof to the Port Authority upon request.
- (g) The Permittee shall provide to the Port Authority for three (3) years following the expiration or sooner revocation or termination of this Permit, such information, data and documents as the Port Authority may request from time to time in connection with the Permittee's Independent Contractor Drivers, including but not limited to, the names and addresses of the Independent Contractor Drivers.
- (h) Without limiting the generality of the provisions of the Standard Endorsements of this Permit, and any other provisions contained in this Permit regarding compliance with governmental requirements and the maintenance of required governmental permissions, the Permittee shall procure and maintain all required governmental licenses, certificates, permits, franchises or other authorizations from all governmental authorities having or asserting jurisdiction over the use of Independent Contractor Drivers by the Permittee hereunder. The requirements of the previous sentence shall include without limitation compliance by the Permittee and all Independent Contractor Drivers with all applicable federal and state statutes or regulations regarding securities or franchising. The foregoing may include requirements of the United States Securities and Exchange Commission, the Trade Practice Regulation of the Federal Trade Commission set forth in 16 CFR, Part 436, as well as any applicable requirements of the State of New Jersey, the State of New York (including without limitation Articles 23(a) and 33 of the General Business Law) and any other state having jurisdiction.
- (i) The Permittee shall include in all Independent Contractor Agreements it may enter into during the effective period of this Permit and shall amend, effective as of a date prior to the effective date of this Permit, all Independent Contractor Agreements which it has entered into prior to the effective date of this Permit to include, the following provision:

"Notwithstanding any other provision of this Agreement, the Driver (by which is meant the independent contractor or franchisee) acknowledges and agrees that any privilege permit which the Ground Transportation Operator (by which is meant the franchiser or

the supplier) has or may enter into with the Port Authority of New York and New Jersey for the conduct of ground transportation operations to, at and from any Port Authority Airport provides that the Port Authority has no business relationship with any Driver but only with the Ground Transportation Operator (the Ground Transportation Operator being called, in such Port Authority Permit, the "Permittee") and that the Permittee has and has under this Agreement (of which this provision is a part) all the rights and powers with respect to Drivers necessary to insure and enforce immediate and full compliance by the Drivers with all of the agreements and undertakings of the Permittee under such Permit, including the right of the Port Authority to object to the demeanor, conduct and appearance of Drivers and the obligation of the Permittee to remove the cause of such objection. Such Port Authority Permits provide for revocation by the Port Authority without cause on thirty (30) days written notice to the Permittee. Any consent by the Port Authority to the use of Drivers contained in such Permit may be separately revoked by the Port Authority without cause on thirty (30) days written notice to the Permittee. The Permit specifically provides that nothing therein contained shall create or shall be deemed to create any relationship between the Port Authority and any Driver. The Permit provides that the Ground Transportation Operator and Drivers must comply with any and all federal state statutes and regulations, which may be applicable to this Agreement and the arrangement created hereby including, without limitation those of the U.S. Federal Trade Commission and the U.S. Securities and Exchange Commission and those of the Attorney General of the State of New York. The Driver hereby agrees that the Port Authority is a third-party beneficiary of the agreement contained in this paragraph."

7. Certificates of Public Conveyance. The Permittee shall furnish to the Port Authority upon the request of the Port Authority therefore at any time and from time to time a copy of its most recent certificate of public convenience and necessity or equivalent certificate issued by the Department of Transportation of the State of New York, the Department of Transportation of the State of New Jersey, any certificate of public convenience and necessity issued by the Surface Transportation Board of the United States of America and any similar license or certificate issued by any municipal or other regulatory body.
8. (a) Whenever the terms "Facility", "Airport" or "Airports" appear in the Permit, they shall be deemed to mean Newark Liberty International Airport, LaGuardia Airport, John F. Kennedy International Airport and Stewart International Airport, all or each as the case may be or the context may require.
 - (b) The words "permission" and "privilege" are used interchangeably in this Permit.
 - (c) The term "Manager of the Airport" shall mean "General Manager of the Airport" as the context may require with respect to each Airport.
 - (d) The term "LaGuardia Airport" shall mean the area consisting of certain premises identified as "LaGuardia Airport" on Sheet LGA-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

- (e) The term “John F. Kennedy International Airport” shall mean the area consisting of certain premises identified as “John F. Kennedy International Airport” on Sheet JFK-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.
- (f) The term “Newark Liberty International Airport” shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the Central Railroad of New Jersey and are shown upon the exhibit attached to the Basic Lease and marked “Exhibit A”, as contained within the limits of a line of crosses appearing on said exhibit and designated “Boundary of terminal area in the City of Newark”, and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.
- (g) The term “Stewart International Airport” shall mean Stewart International Airport, consisting of certain premises identified as “Stewart International Airport” on Exhibit A, and more particularly described in that certain Airport Layout Plan approved by the FAA which is attached to the Airport Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the Airport Lease.
9. Without limiting the provisions of Section 19 of the Terms and Conditions, attached hereto, the Permittee in its own name shall procure all licenses, certificate permits, franchises or other authorization from all governmental authorities, if any, having jurisdiction over the operations of the Permittee, which may be necessary for the conduct of the Authorized Services. Neither the issuance of this Permit nor anything contained herein shall be or be construed to be a grant of any franchise, consent, license, permit, right or privilege of any nature or kind whatsoever to operate omnibuses, taxicabs or any other vehicles or conveyances carrying passengers or property whether for hire or otherwise, outside the Airports, or over the public streets or roads of or located in any municipality or county in the States of New York or New Jersey.
- 10.(a) The routes, roads and ways within each Airport over which the Permittee may operate its vehicles shall be those from time to time designated by the Port Authority. The Port Authority makes no representations as to the condition of any route, road or way and does not agree to keep the same unobstructed or fit for use. No closing by the Port Authority of any route, road or way, whether temporary or permanent, whether or not such closing involves a route, road or way previously used by the Permittee hereunder, and no such closing by any governmental authority, whether of a route, road or way within or outside the Airports, and whether or not at the request or with the consent of the Port Authority, shall constitute or be deemed a diminution of the privileges granted by this Permit, or shall relieve the Permittee of any of its obligations hereunder. Without limiting or affecting the rights of the Port Authority under applicable law, authorized representatives of the Port Authority, its contractors, lessees or permittees shall have the right to deny access from time to time to any area at the Airport, including terminal frontages. The Permittee acknowledges and agrees that any vehicle operated by or on behalf of the Permittee found in such areas as aforesaid may be towed by authorized representatives of the Port Authority, its contractors, lessees or permittees. The Permittee, its employees, invitees, and others doing business with it, shall pick up and discharge passengers or load and unload baggage and packages in such reasonable

time as may be determined by the Port Authority from time to time and only at the point or points within the Airports which may be from time to time designated by the Port Authority.

(b) The Port Authority makes no representation as to the presence of unauthorized persons in any Airport terminal, or elsewhere, soliciting passengers for ground transportation and the Port Authority shall have no liability to the Permittee with respect thereto.

11. Permittee Employee Restrictions at Airport Terminals. The Permittee shall not permit any of its employees to enter the Airport terminals except for drivers actively engaged in loading passengers having already made arrangements with the Permittee except with the written permission of the Port Authority, which permission may be revoked at any time.

12. Vehicle Types, Response to Complaints, Knowledge of Areas Served and Driver Courtesy.

(a) The conveyances to be operated by the Permittee pursuant to this Permit shall not be of a model year more than five (5) years old and shall be a motor vehicle especially adapted for the Authorized Services to be rendered hereunder. Vehicles generally known as taxicabs and vehicles generally known, as school buses shall not be used in any service permitted under this Permit. Conveyances used in the Authorized Services hereunder shall have a seating capacity of not less than ten (10) passengers including the driver and shall be so constructed and equipped and of such number, size and type as in the judgment of the Port Authority shall fulfill the requirements of the Authorized Services. The foregoing shall not include limousine or sedan type vehicles. The use of such conveyances shall be subject to the prior and continuing approval of the Port Authority. The Permittee shall maintain all conveyances operated by the Permittee pursuant to this Permit in good repair, order and appearance; shall keep them clean at all times; and shall keep them heated whenever requested by the customer during the months of October, November, December, January, February, March and April of each year and air conditioned whenever requested by the customer during the months of May, June, July, August and September each year. The Permittee shall paint, sign and mark the vehicles used in the Authorized Services to identify their use in such service in a prominent and distinctive manner satisfactory to the Port Authority. The Permittee shall not paint, mark or identify any vehicle or conveyance to be operated by the Permittee pursuant to this Permit with the words "taxi" or "taxicab" or words of similar meaning or with marking schemes or colors tending to identify such vehicles as taxicabs and the words "taxi" or "taxicab" shall not appear on the exterior of any such vehicle or conveyance. No vehicle utilized by the Permittee in performing services hereunder shall be moved unless and until all persons therein are seated. The Port Authority reserves the right to conduct a program to measure the Permittee's quality of service, compliance with regulations and to gather any other information the Port Authority, in its sole discretion, deems necessary to ensure compliance with terms and provisions of this Permit.

(b) (i) The Permittee agrees that it shall respond within three (3) days to any passenger complaint letters, noting the corrective action taken and/or providing an explanation of the incident satisfactory to the Port Authority.

(ii) The Permittee agrees that its drivers shall be knowledgeable with respect to the area

served by the Permittee and/or possess a map and street guide for the purpose of delivering passengers to their requested destinations as expeditiously as possible.

- (iii) The Permittee agrees that its drivers shall refrain from smoking, eating or drinking while passengers are in its vehicles unless expressly permitted to do so by such passengers.

13. Permittee Schedules of Rates and Charges.

- (a) The Permittee shall make only fair and reasonable charges for services rendered hereunder at or in part at, or in connection with the Airports and in accordance with a schedule of rates and charges, which shall be subject to the prior and continuing consent of the Port Authority. The Permittee shall charge a per head rate for the Authorized Service, which rate shall not differ based on the number of persons carried in the Permittee's vehicle at the same time (even if only one person is carried), except children under the age of twelve (12) years may be carried at a lower rate or rates, and those persons generally known as senior citizens may be carried at a lower rate or rates or be given a percentage discount from the regular rates; it being understood furthermore than in situations where at their own requests two (2) or more persons are picked up at one (1) specific location, are traveling together and are delivered to another specific location, then family or group rates may be charged and the Permittee's rates and charges may differ based on the number of persons in said family or group, it being understood furthermore that the foregoing shall not prohibit the charging by the Permittee of round fare rates which may be lower than the regular rates. Upon request of a passenger, a receipt for services rendered hereunder shall be issued at the time such service is rendered which shall indicate at a minimum, the Permittee's name, address, telephone number and amount charged.
- (b) The Port Authority will not withhold its consent to such rates and charges if they shall have been approved or determined by any board, commission or other governmental regulatory body of the United States of America or the State of New York or the State of New Jersey, provided that such regulatory body has jurisdiction and the power of final determination, and provided, further, that the approval or determination is in effect at the time in question. In the absence of any such governmental determination, the Port Authority will not withhold approval of rates and charges substantially equivalent to those made for similar services by persons or organizations rendering similar services elsewhere in any municipality in which the Airports are located. All rates and charges shall be filed with the Port Authority and, on notice from the Port Authority to the Permittee, legible schedules thereof shall be posted in each of the vehicles used by the Permittee, so as to inform all passengers of such rates and charges at all times such vehicles are used in performance of services hereunder. Such schedules shall also be posted, if so requested by the Port Authority, at such location or locations at the Airports as the Port Authority shall from time to time designate. The Permittee agrees that all of its advertising for all of its services to be rendered under this Permit shall conform to and be consistent with this Special Endorsement No. 13 and all other terms and provisions of this Permit. The Permittee shall not make any additional charge for tolls to passengers using the Authorized Services. Any gratuities for any service under this Permit shall be payable only in the sole discretion of the passenger.

14. Wheelchair Accessible Service and Vehicles. The Permittee shall have available, twenty-four (24) hours a day, seven (7) days a week, during the period of permission granted hereunder, a vehicle capable of transporting passengers in wheel chairs. The Permittee's drivers shall assist such passengers on and off said vehicle and shall appropriately secure wheel chairs and their occupants and assist passengers using equipment that is in compliance with the American with disabilities Act of 1990 and amended and superseded.
15. Accident Reporting and Permittee Insurance Requirements.
- (a) The Permittee shall promptly report in writing to the Manager of the Facility all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may require.
- (b) In addition to and without limiting the other obligations of the Permittee under this Permit, the Permittee, with respect to each vehicle operated by it, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums on the following described policy or policies of insurance in not less than the following limits which shall cover its operations hereunder and shall be effective during the effective period of this Permit:
- (j) Comprehensive General Liability Insurance covering airport operations and covering bodily injury including wrongful death, and property damage which shall not exclude property damage to any property in the care, custody or control of the Permittee, in the minimum amount of \$2,000,000 combined single limit for each occurrence.
- (ii) Comprehensive Automobile Liability Insurance to include owned, non-owned and Hired vehicles, as applicable, listing the Vehicle Identification Number (VIN) for each vehicle, covering bodily injury including wrongful death, and property damage, which shall not exclude property damage to any property in the care, custody or control of the Permittee, in the minimum amount of \$5,000,000 combined single limit for each occurrence.
- (c) The Permittee shall secure as part of each said policy of insurance a contractual liability endorsement covering the obligations of the Permittee, none of the foregoing policies to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Permittee which would conflict with or in any way impair coverage on the contractual liability endorsement. The insurance required hereunder shall also provide or contain an endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action by a third person shall pertain and apply with like effect with respect to any claims or actions against the Permittee by the Port Authority, and that said protections shall also pertain and apply with respect to any claim or action against the Port Authority by the Permittee, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. In addition, all the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any

claim or action against the Permittee by the third person as if the Port Authority were the named insured thereunder. Notwithstanding the minimum limits set forth herein, it is specifically understood and agreed that the Port Authority shall have the right upon notice to the Permittee given from time to time and at any time to require the Permittee to increase any or all of the said limits and the Permittee shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the Port Authority.

- (d) A certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. Each policy, certificate or binder delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed, or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate required shall contain the provision that: "The insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority of the provisions of any statutes respecting suits against the Port Authority". Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of the policies shall be delivered to the Port Authority.

16. Permittee Vehicle Stickers

- (a) The Port Authority requires that all vehicles operated by Authorized Services Permittees display a Port Authority issued numbered vehicle sticker. Vehicle stickers may be obtained from the personnel of the Port Authority's Aviation Department specified by written notice to the Permittee from time to time by the Port Authority hereunder. Vehicle stickers will be assigned to specific vehicles or all vehicles operated by the Permittee pursuant to this Permit. Each vehicle sticker must be permanently affixed to the area of the vehicle specified by the Port Authority. Vehicle stickers shall not be transferred from one (1) vehicle to another except with the written permission of the Port Authority.
- (b) Vehicle stickers shall be effective until the date provided for their expiration as specified in a notice from the Port Authority which expiration date may be extended by an additional notice or notices from time to time from the Port Authority.

- (c) Vehicle stickers may be surrendered by returning the pieces of the vehicle sticker to the Port Authority or providing a written explanation satisfactory to the Port Authority for the failure to return such original vehicle sticker. No requests for replacement vehicle stickers will be honored unless accompanied by the pieces of the prior sticker or a written explanation satisfactory to the Port Authority for the failure to return the original vehicle sticker. Vehicle stickers issued not surrendered in the manner provided for in this Permit prior to the commencement of a calendar month shall be considered to have been issued with respect to the entirety of such calendar month for the purpose of determining the fee due and payable under this Permit.
- (d) Without limiting the right of the Port Authority to require the return of vehicle stickers, or to remove vehicle stickers as provided below or to revoke this Permit, with or without cause, the Port Authority may refuse to issue new vehicle stickers to the Permittee for vehicles for which insurance has expired or for which coverage has lapsed. The Port Authority is not undertaking any obligation under this Permit or otherwise to notify the Permittee when insurance policies submitted by it have expired.
- (e) The Permittee is responsible for removing and returning to the Port Authority vehicle stickers from Independent Contractor Drivers who cease their relationship with the Permittee. In this regard, to avoid difficulty in obtaining the return of such vehicle stickers from an Independent Contractor Driver, the Permittee may wish to require a substantial deposit from such an Independent Contractor Driver before furnishing the Independent Contractor Driver with a vehicle sticker.
- (f) Vehicle stickers shall at all times remain the property of the Port Authority and the Port Authority may require the removal and return to it of one (1) or more vehicle stickers at any time. The Permittee's acceptance of a vehicle sticker constitutes consent by the Permittee and the consent of each Independent Contractor Driver to which the Permittee furnishes a sticker to the removal of the vehicle sticker at any time by a Port Authority representative.
- (g) In addition, the Permittee shall furnish to the Port Authority upon the request of the Port Authority therefore at any time and from time to time copies of any document relating to the title, registration, and licensing or safety inspection of any vehicle or driver.

17. Other Permittee Responsibilities.

In connection with the exercise of the privilege granted hereunder, the Permittee shall:

- (a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;
- (b) Not divert or cause or allow to be diverted, any business from the Airport;
- (c) Maintain dispatch sheets, which shall be kept at all times within the Port of New York District. Such dispatch sheets will contain at a minimum the following information with respect to each trip made by the Permittee:

1. Date
2. Driver's Name
3. Starting Time
4. Ending Time
5. Origin
6. Destination
7. Number of passengers from each location location
8. Dispatcher's Name
9. Vehicle license plate number and Vehicle Identification Number (VIN)

(d) Permit in ordinary business hours for three (3) years following each date of operation the examination and audit by the officers, employees and representatives of the Port Authority of the dispatch sheets described in item (c) above and the dispatch sheets of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District.

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers and any other devices used by the Permittee to record customer usage and customer fees.

(f) Notify the Port Authority immediately of any lost or stolen ground transportation and/or Port Authority-issued stickers.

18. Advertising.

- a) In addition to the privilege hereunder granted to the Permittee pursuant to the provisions of Special Endorsement No.1 and subject to all the terms, conditions and endorsements of this Permit, the Port Authority hereby grants to the Permittee the privilege to install advertising material on specific areas of vehicles used to provide Authorized Service as shall be approved in advance in writing by the Port Authority.
- b) No advertising material or any other material, fixture or equipment utilized in connection therewith, shall be placed, installed or operated by the Permittee on any vehicle used to provide Authorized Services unless the Port Authority has given its prior approval as to the type, size, quality, kind, form, substance and character of the same including the contents thereof and the operation and maintenance thereof and unless any such and the content thereof and the operation and maintenance thereof meet with the continuing approval of the Port Authority. Any such advertising material, including the content thereof and the installation and maintenance thereof, which does not continue to meet with the approval of the Port Authority shall be immediately removed by the Permittee on notice from the Port Authority.
- c) All arrangements of the Permittee with third parties for the display of informational, promotional or advertising matter installed by the Permittee on any vehicle used to provide Authorized Services shall be represented by written agreements with such third

parties. True copies of all executed agreements shall be delivered by the Permittee upon request to the Port Authority. Without limiting the foregoing, the Permittee agrees that each such agreement entered into by it shall contain provisions making such agreement subject to all the provisions of this Permit and specifically stating that no party thereto shall obtain thereunder privileges greater than those granted under this Permit. All monies paid or payable to or received or receivable by the Permittee for or in connection with any informational, promotional, advertising or other material or information displayed, shown exhibited or disseminated by the Permittee, including charges for normal placement, installation, operation and maintenance thereof shall be fully set forth in the Permittee's third-party agreements.

- d) The Permittee recognizes and understands that it shall not commence any installation or placement work on any designated vehicle used to provide Authorized Services unless the Port Authority's final approval of the design and type of advertising material to be installed or placed therein and the method and matter of the installation or placement work to be performed, as referred to in paragraph (a) of this Special Endorsement No 18 has been obtained by the Permittee as provided for therein.
- e) In addition to the basic fee and any other charge payable hereunder, the Permittee shall pay to the Port Authority a monthly Advertising percentage fee equivalent to Twenty-five percent (25%) of all gross receipts arising from the effective date of the Permittee's operation, as referenced in paragraph (a) of this Special Endorsement 1, and continuing throughout the remainder of the effective period of the permission granted hereunder.
- f) Commencing on the twentieth (20th) day of the month following the month in which such advertising has been billed by the Permittee hereunder, the Permittee shall furnish on or before the twentieth (20th) day of each calendar month during the effective period of the permission granted hereunder a detailed statement of such gross receipts during the preceding calendar month which shall include a list of all vehicles used to provide the Shared-Ride Service operated by the Permittee during such period on which advertising material has been installed.
- g) The Permittee shall pay the monthly percentage fee set forth above in paragraphs (f) of this Special Endorsement as follows: on the twentieth (20th) day following the month when such advertising is billed by the Permittee, and on the twentieth (20th) day of each and every month thereafter occurring throughout the effective period of the permission granted hereunder, including the month following the end of the Expiration Date, as defined hereinbelow, the Permittee shall render to the Port Authority a sworn statement showing the gross receipts arising from the Permittee's operations hereunder during the preceding calendar month, and the Permittee shall pay at the time of rendering the statement an amount equal to the applicable percentages set forth in paragraphs (f) (i) of this Special Endorsement applied to such gross receipts.
- h) The Permittee shall maintain at a location within the Port of New York District and in accordance with generally accepted accounting principles throughout the effective

period of the permission granted hereunder, records and books of account recording all transactions at, through or in any way connected with Permittee's operations hereunder.

- i) The Port Authority shall have the right to terminate the privilege set forth in subparagraph (a) of this paragraph, without cause upon twenty-four (24) hours' notice to the Permittee. The Port Authority shall also have the right to re-institute the privilege upon twenty-four (24) hours notice to the Permittee, subject to the terms and conditions hereinabove set forth.
 - j) The Permittee agrees that it will cooperate fully with the Port Authority and its Contractors to ensure Counter Personnel and passengers have accurate information with respect to the destinations served by the Permittee, including its schedules, fares and all other information applicable to the services provided. Such cooperation shall include, but not be limited to, providing the Port Authority with brochures and related materials for distribution to passengers, employing a sufficient number of trained telephone operators to accept reservations and information requests, and employing computers or other technology as specified by the Port Authority for the purpose of automating and or expediting the processing of passenger reservations. Unless otherwise agreed to by the Port Authority, all costs for the above shall be the responsibility of the Permittee.
 - k) The Permittee shall meet or surpass the customer service standards that apply to Permittee Services which appear in the Ground Transportation section of the latest edition of the Airport Standards Manual, attached hereto and hereby made a part hereof, as the same may be revised or amended by the Port Authority.
 - l) The Request For Proposals (the "RFP") and the response thereto of the Permittee (the "Response") are annexed hereto and hereby made part hereof. In the event of any inconsistency between either the RFP or the Response and this Permit, the provisions of this Permit shall control.
19. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of TO BE DETERMINED (\$_____), either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the

event the Required Security Deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the Required Security Deposit, or any part thereof, in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the Required Security Deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the Required Security Deposit to the sum specified in Item 8 on the first page of this Permit. In the event that the Port Authority shall at any time or times so use the Required Security Deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the amount set forth in Item 8 on the first page of this Permit, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the Required Security Deposit at all times to the full amount above stated in Item 8 on the first page of this Permit, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the Required Security Deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the Required Security Deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

- (ii) In lieu of the Required Security Deposit made in the form described above in paragraph (a)(i), the Permittee may at any time during the effective period of the permission granted under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date

twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a)(i) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a)(i) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the Required Security Deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a)(i) of this Section. The Permittee shall have the same rights to receive such Required Security Deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the effective period of the permission granted under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(b) Provided that the Required Security Deposit amount is equal to or greater than \$20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the amount of the Required Security Deposit. No action by the Port Authority

pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) For the purposes of this Special Endorsement, the Permittee hereby certifies that its federal taxpayer identification number is _____.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of this Special Endorsement. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to this Special Endorsement.

20. A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and person employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.
21. The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefore. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.
22. The Permittee shall refrain from entering into continuing contracts or arrangements with third parties or furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee. The Permittee shall not enter into any agreements or understanding, express or implied, binding or nonbonding, with any other person who may furnish services at the Airports similar to those furnished hereunder which will have the effect of (a) fixing rates and charges to be paid by users of the services; (b) lessening or preventing competition between the Permittee and such other furnishers or services; or (c) tending to create a monopoly on the Airports in connection with the furnishing of such services.
23. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Airports as a means of ingress and egress to, from and about the Airports, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (all shall require its employees, invitees, and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Airports.

24. This Special Endorsement shall apply to LaGuardia Airport and John F. Kennedy International Airport:

- (a) The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. The Permittee acknowledges that no greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.
- (b) In accordance with the provisions of the City Lease, the Port Authority and the Permittee hereby agree as follows:
 - (i) This Permit is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;
 - (ii) The Permittee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);
 - (iii) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;
 - (iv) The Permittee shall indemnify the City. As third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease;
 - (v) The Permittee shall not use any portion of the Airport for any use other than as permitted under the City Lease;
 - (vi) The Permittee shall use the Space in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease.
 - (vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and
 - (viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Permittee pursuant to this Permit.

For the Port Authority

Initialed:

For the Permittee

TERMS AND CONDITIONS

1. Definitions:

The following terms, when and if used in this Permit, shall have the respective meanings given below:

- (a) “*Aircraft Operator*” shall mean (a) a Person owning one (1) or more aircraft which are not leased or chartered to any other Person for operation, and (b) a Person to whom one (1) or more aircraft are leased or chartered for operation - whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said term shall not mean the pilot of an aircraft unless he is also the owner or lessee thereof or a Person to whom it is chartered.
- (b) “*Approved Aircraft Operator*” shall mean an Aircraft Operator which the General Manager of the Airport has authorized to conduct its aircraft operations at the Airport and if such Aircraft Operator is subleasing or subusing space, or has a ground handling agreement or other agreement at the Airport with an Aircraft Operator, a lessee or other Person at the Airport which requires the consent of the Port Authority, each such subleasing, subuse, ground handling agreement or other agreement has been consented to in writing by the Port Authority.
- (c) “*Basic Lease*” shall mean the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex, on October 30, 1947, in Book E-110 of Deeds, at pages 242, et seq.
- (d) “*Basic Percentage Fee*” shall have the meaning given such term in Section 4(a)(i) hereof.
- (e) “*City*” shall mean the City of Newark and City of New York
- (f) “*Contract Manager*” (*sometimes referred to herein as the “Manager”*) shall be the individual with day-to-day responsibility for managing the Authorized Services on behalf of the Port Authority. The Director may modify this designation in a writing forwarded to the Contractor at the address designated for delivery of notice herein
- (g) “*Effective Date*” shall mean that date appearing in Item 6 on the first page of this Permit as the same may be modified pursuant to the provisions of Section 2(a) hereof.
- (h) “*Environmental Requirement*” shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, “best management practices plans”, and other programs adopted and agreements made by the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the

environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

- (i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist; and
 - (ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public.
- i) “*Executive Director*” shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.
 - j) “*General Manager of the Airport*” shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in said General Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean said General Manager (or Acting General Manager) of the Airport for the time being or his duly designated representative or representatives.
 - (k) “*Hazardous Substance*” shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

2. Effective Date, Termination and Revocation:

- (a) The permission hereby granted shall take effect upon the Effective Date. Notwithstanding Item 6 appearing on the first page of this Permit, the Effective Date of this Permit shall be that date the Permittee commenced any of the activities permitted by this Permit. The Permittee in executing this Permit represents that the Effective Date appearing in Item 6 on the first page of this Permit is the date the Permittee commenced any of the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced any of the activities permitted by this Permit prior to said effective date, the Effective Date of this Permit shall be the date the Permittee commenced any of the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including without limitation the Permittee’s indemnity obligations and obligations to pay fees.
- (b) Notwithstanding any other term or condition hereof, the permission hereby granted may be

revoked without cause upon thirty (30) days' written notice by the Port Authority, or terminated without cause upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice by the Port Authority if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth.

- (c) In the event the Port Authority exercises its right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.
- (d) For the purposes of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement:
 - (i) a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one (1) or more of its promises, obligations, terms or agreements under this Permit;
 - (ii) any act or omission of the Permittee or any other occurrence which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; or
 - (iii) any suspension of or failure to proceed with any part of the privileges to be performed by the Permittee which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.
- (e)(i) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee at the Airport or against any operations of the Permittee under this Permit, whether or not the same is due to the fault of the Permittee and whether or not caused by the employees of the Permittee, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in curtailment or diminution of the privileges to be performed hereunder by the Permittee or to interfere with or affect the operation of the Airport by the Port Authority or to interfere with or affect the operations of lessees, licensees, permittees or other users of the Airport, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Permittee under this Permit and/or to revoke this Permit.
- (ii) In the event the Port Authority exercises its right to revoke this Permit, as aforesaid, it shall do so by twenty-four (24) hours' written notice to the Permittee, effective as of the time specified in the notice. The exercise by the Port Authority of its right of suspension shall not waive or affect or be deemed to waive or affect the right of revocation.

- (iii) Prior to the exercise of the right of suspension by the Port Authority, it shall give the Permittee notice thereof, which notice may be oral. The Permittee shall not perform its operations authorized by this Permit during the period of the suspension. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured and the Permittee shall notify the Port Authority of such cessation or cure.
- (iv) The rights of suspension and revocation as hereinbefore set forth may be exercised by the Port Authority prior to the Effective Date set forth in Item 6 on the first page of this Permit. No exercise by the Port Authority of its rights granted to it in paragraph (e) of this Section shall be deemed to be a waiver of any other rights of revocation contained in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.
- (f) No revocation or termination of the permission hereunder shall relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.
- (g) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Exercise of Rights:

- (a) The rights granted hereby shall be exercised
 - (i) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,
 - (ii) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,
 - (iii) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees,
 - (iii) if the Permittee is an individual, by the Permittee acting only personally or through the medium of its employees, and
 - (iv) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers, and employees; and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other Person. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.
- (b) No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under the Basic Lease.

- (c) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.
- (d) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority with respect to any personal property, such as but not limited to, aircraft cargo or baggage, owned and/or handled by the Permittee any duty or obligation whatsoever. The Permittee expressly agrees that the Port Authority shall have no liability with respect to any aircraft cargo or baggage or any other property of the Permittee or of any other Person left anywhere on the Airport.
- (e) This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.
- (f) Nothing contained in this Permit shall constitute permission to the Permittee to park or store equipment or personal property at any location or area at the Airport.
- (g) The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than that specifically provided herein. Without limiting the generality of the foregoing and notwithstanding anything else in this Permit to the contrary, the Permittee is expressly prohibited hereunder from performing ground transportation, fueling of aircraft and the selling and delivery of in-flight meals.
- (h) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute a violation or breach of the permission herein granted.
- (i) The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport.
- (j) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

4. Fees:

All statements to be submitted to the Port Authority pursuant to this Section and all payments made under this Permit shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1556
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA number: 031201360

Account number:5950011675

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

- (a) The Basic Percentage Fee and any other fees payable under this Permit shall be subject to increase from time to time upon thirty (30) days' notice from the Port Authority to the Permittee, given by the General Manager of the Airport or such other representative as the Port Authority may substitute from time to time by notice to the Permittee, and upon the effective date of the increase set forth in such notice the fees payable by the Permittee under this Permit shall be as set forth in said notice. In the event within ten (10) days after the Permittee receives such notice from the Port Authority, the Permittee notifies the Port Authority that the Permittee does not wish to pay the increased fees, this Permit and the permission granted hereunder shall be, and shall be deemed to be, cancelled effective at the close of business on the day preceding the effective date of the increase, as set forth in the Port Authority's notice to the Permittee. If the Permittee does not so notify the Port Authority, the increased fees shall become effective on the date set forth in the Port Authority's notice as aforesaid. No cancellation of this Permit and the permission granted thereunder pursuant to this paragraph (a) shall be construed to relieve the Permittee of any obligations or liabilities hereunder which shall have accrued on or before the effective date of such cancellation.
- (b) Without limiting any term or provision of this Permit, in the event the Permittee performs (x) any service, other than the Authorized Services at the Airport, or (y) any service (including the Authorized Services) at any other Port Authority facility, whether such performance is the subject of a written agreement by and between the Port Authority and the Permittee, the Permittee hereby agrees that it will pay to the Port Authority any and all fees and/or charges applicable to such service. The Permittee also agrees that, at the request of the Port Authority, it will enter into the appropriate agreement with the Port Authority providing permission for the Permittee to perform such service.

5. Security Deposit:

- (a)(i) Provided that an amount is set forth in Item 8 on the first page of this Permit (the "*Required Security Deposit*"), and, provided, further, the amount of said Required Security Deposit is less than \$20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the Required Security Deposit, either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the

event the Required Security Deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the Required Security Deposit, or any part thereof, in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the Required Security Deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the Required Security Deposit to the sum specified in Item 8 on the first page of this Permit. In the event that the Port Authority shall at any time or times so use the Required Security Deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the amount set forth in Item 8 on the first page of this Permit, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the Required Security Deposit at all times to the full amount above stated in Item 8 on the first page of this Permit, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the Required Security Deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the Required Security Deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

- (ii) In lieu of the Required Security Deposit made in the form described above in paragraph (a)(i), the Permittee may at any time during the effective period of the permission granted under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date

twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a)(i) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a)(i) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the Required Security Deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a)(i) of this Section. The Permittee shall have the same rights to receive such Required Security Deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the effective period of the permission granted under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

- (b) Provided that a Required Security Deposit amount is set forth in Item 8 on the first page of this Permit, and, provided, further, the amount of said Required Security Deposit is equal to or greater than \$20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. If the Port Authority shall make any drawing under a letter of

credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the amount of the Required Security Deposit. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

- (c) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon sixty (60) days' notice to the Permittee, to adjust the amount of the Required Security Deposit. Not later than the effective date set forth in said notice by the Port Authority, the Permittee shall furnish additional cash or bonds, as provided for in paragraph (a) above, or an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the Required Security Deposit, as the case may be, and such additional cash and/or bonds or adjusted (or replaced) letter of credit shall thereafter constitute the Required Security Deposit required under this Section.
- (d) If the Permittee is obligated by any other agreement ("Other PA Agreement") to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and other obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport (or other Port Authority facility) pursuant to any such Other PA Agreement or otherwise, then all such security deposit-related obligations under such Other PA Agreement, and any deposit pursuant thereto, also shall be deemed obligations of the Permittee under this Permit and as security hereunder, as well as under any such Other PA Agreement. All provisions of such Other PA Agreement with respect to security deposit-related obligations, and any obligations thereunder of the Port Authority as to the security deposit, are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. It is understood that the term Other PA Agreement refers both to agreements entered into prior to, or as of, the effective date of this agreement, as well as agreements hereinafter entered into.

6. Permittee's Operations:

- (a) The Permittee shall provide to the Port Authority, upon request of the Port Authority from time to time, such information and data in connection with the permission granted hereunder as the Port Authority may request and shall, if so requested by the Port Authority, make periodic reports thereof to the Port Authority utilizing such forms as may be adopted by the Port Authority for such purpose.
- (b) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port

Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

- (c) The Permittee shall at all times that areas of the Airport are being used for the privileges permitted hereunder, maintain said areas in a clean and orderly condition and appearance. The Permittee shall promptly wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances and any liquids and substances having a corrosive or detrimental effect on the paving or other surface of the ramps or other areas upon which it performs the privileges authorized by this Permit resulting from its operations hereunder. The Permittee shall repair, replace, repave or rebuild, or at the Port Authority's election, the Permittee shall pay to the Port Authority the cost to the Port Authority of repairing, replacing, repaving or rebuilding, all or any part of the ramps or other areas upon which it performs the privileges authorized by this Permit which may be damaged or destroyed by such oil, gasoline, grease, lubricants or other liquids or substances or by any other act or omission of the Permittee or its employees, agents or contractors except for reasonable wear and tear arising out of its operations thereon.
- (d) A principal purpose of the Port Authority in granting the permission under this Permit is to have available at the Airport, the privileges which the Permittee is permitted to render hereunder. The Permittee agrees that it will conduct a first-class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor, and keep the same in a first-class operating condition at all times.
- (e) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designation, approval, substitution or redesignation given by it hereunder.
- (f) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.
- (g) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the General Manager of the Airport. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.
- (h) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations at the Airport.

7. Indemnity:

- (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port

Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third Persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees or Persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City of New York or the City of Newark against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with either city.

- (b) Without limiting any other term or provision hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.
- (c) Without limiting any other term or provision hereof, the Permittee shall indemnify the Port Authority and hold it harmless against all claims and demands of third Persons for damage to any aircraft cargo or baggage or any other property handled or delivered pursuant to the permission granted by this Permit.
- (d) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand set forth in paragraphs (a), (b) and (c) above (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

8. Liability Insurance:

- (a) The Permittee, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit. Without limiting the foregoing, the Permittee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to this Permit at or from the Airport. In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies,

to the full extent of all such insurance in accordance with all terms and provisions of this Permit.

- (b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of this Permit.
- (c) All insurance coverages and policies required under this Section may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the effective period of permission granted under this Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.
- (d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).
- (e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a

certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

- (f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under this Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by this Permit or any other agreement or by law.

9. Special Endorsements:

The Permittee hereby agrees to the terms and conditions of the endorsements attached hereto, hereby made a part hereof and marked "*Special Endorsements*". The terms and provisions of the Special Endorsements shall have the same force and effect and as if herein set forth in full.

10. No Waiver:

No failure by the Port Authority to insist upon the strict performance of any agreement, term or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term or condition. No agreement, term or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term or condition of this Permit shall affect or alter this Permit but each and every agreement, term and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

11. Removal of Property:

The personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed on or before the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier. Without limiting the terms and provisions of paragraph (g) of Section 18 hereof, any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority in any manner it so determines in its sole discretion and all the proceeds of any removal or disposition shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed.

12. Permittee's Representative:

The Permittee's representative specified in Item 3 on the first page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and any act or thing done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. Notices:

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices given by the Port Authority to the Permittee shall be validly given if sent by registered or certified mail addressed to the Permittee at the address specified on the first

page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 4 World Trade Center, 150 Greenwich Street, New York, New York 10006 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee. If mailed, the notices herein required to be given shall be deemed effective and given as of the date of the certified or registered mailing thereof.

14. Late Charges:

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of these Terms and Conditions, or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

15. Non-discrimination:

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any space at the Airport and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any space at the Airport and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by

reason of agreement between the Port Authority and the United States Government or otherwise.

- (b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any Person or Persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.
- (c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, in the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.
- (d) Without limiting any other term or provision hereof, the Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third Persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.
- (e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any space at the Airport, or any right to use or occupy any space at the Airport.

16. Affirmative Action:

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Rules and Regulations:

- (a) The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport or for the safe and efficient operation of the Airport. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.
- (b) The Permittee shall promptly observe, comply with and execute the provisions of any and

all present and future rules and regulations, requirements, orders and directions of the Fire Rating Organization of the State of New Jersey and the National Board of Fire Underwriters, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof, or upon the contents of any building thereon, shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

18. Prohibited Acts

- (a) The Permittee shall not do or permit to be done any act which
- (i) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or
 - (ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or
 - (iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or
 - (iv) may cause or produce upon the Airport any unusual noxious or objectionable smokes, gases, vapors or odors, or
 - (v) may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or
 - (vi) shall constitute a nuisance or injury in or on the Airport or which may result in the creation, commission or maintenance of a nuisance or injury in or on the Airport.

For the purpose of this paragraph (a), "Airport" includes all structures located thereon.

- (b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport except that the Permittee may release or discharge de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder so long as such release or discharge is not a violation of the terms and conditions of Sections 17 or 19 hereof. In addition to and without limiting Section 19 hereof, any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee and subject to the provisions of Sections 17 and 19 hereof and to all Environmental Requirements, be completely removed and/or remediated by the Permittee at its sole cost and expense, provided, however, the forgoing shall not apply to releases and discharges which are in compliance with the terms and conditions of Sections 17 and 19 hereof of de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder and the obligation of the Permittee to remove and remediate such de-icing fluids shall be as required by the terms and conditions of Sections 17 and 19 hereof. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

- (c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers.
- (d)(i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.
- (ii) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.
- (iii) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and circumstances which may in any way affect performance of the privileges granted under this Permit.
- (e) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.
- (f) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.
- (g) No signs, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination, revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.
- (h) The Permittee shall not operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated.
- (i) The Permittee shall not use any cleaning materials having a harmful or corrosive effect on any part of the Airport.
- (j) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.
- (k) The Permittee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

19. Law Compliance:

- (a) The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Airport which may be necessary for the Permittee's operations thereat.

- (b)The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations at the Airport or on the Gross Receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- (c)The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Airport.
- (d)The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of Persons and property at the Airport and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.
- (e)The Port Authority has agreed by a provision in the Basic Lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

20. Trademarks and Patent Infringement:

The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit.

21. Inspection:

The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Airport or to be placed or brought on the Airport, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

22. Federal Aid:

- (a)The Permittee shall

(i) furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(ii) furnish said service on a fair, equal and non-discriminatory basis to all users thereof;

and

(iii) charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

(b) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

23. Capacity and Competition:

(a) The Permittee shall refrain from entering into continuing contracts or arrangements with any third Person for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.

(b) The Permittee shall not enter into any agreement or understanding, express or implied, binding or non-binding, with any other Person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (i) fixing rates and charges to be paid by users of the services; (ii) lessening or preventing competition between the Permittee and such other furnishers of services; or (iii) tending to create a monopoly on the Airport in connection with the furnishing of such services.

24. Business Development and Records:

(a) In connection with the exercise of the privileges granted hereunder, the Permittee shall:

- (i) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;
 - (ii) not divert or cause or allow to be diverted, any business from the Airport;
 - (iii) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of the Permittee at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify the Authorized Services and all other services performed at the Airport, and;
 - (iv) cause any company which is owned or controlled by the Permittee, or any company which owns or controls the Permittee, if any such company performs services similar to those performed by the Permittee (any such company being hereinafter called an “Affiliate” and all such companies being hereinafter called the “Affiliates”) to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity (including without limitation the Authorized Services) performed at the Airport;
 - (v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of the Basic Fee payable under all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of the Basic Fee, all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the “Books and Records”) within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records;
- (b) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may require on ten (10) days’ notice to the Permittee that any such Books and Records be made available to the Port

Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Permittee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

- (c) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the “*Audit Findings*”), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. Such service charge shall not be payable if the Port Authority has received, for each month covered by the examination and audit period, the Monthly Sworn Statement of Gross Receipts, as provided in Section 4(a)(ii). No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority’s rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.
- (d) Without implying any limitation on the rights or remedies of the Port Authority under this Permit or otherwise including without limitation the right of the Port Authority to revoke this Permit for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then this Permittee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.
- (e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Basic Percentage Fee and all other fees payable to the Port Authority thereunder.

25. Rates and Charges:

The Permittee shall establish rates and discounts therefrom which are in compliance with Section 22 hereof (each such rate and discount is hereinafter called an “*Established Rate*”). Upon request by the Port Authority, the Permittee shall provide the Port Authority its rates

and discounts therefrom for goods and services furnished hereunder. If the Permittee applies any rate in excess of the Established Rate therefor or extends a discount less than the Established Discount therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the Established Rate therefor or extends a discount which is in excess of the Established Rate therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an undercharge and an amount equivalent thereto shall be included in Gross Receipts hereunder and the Basic Percentage Fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in Gross Receipts any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon such breach which would otherwise be available to it at law, in equity or by reason of this Permit.

26. Other Agreements:

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

27. Counterclaims:

The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

28. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) The Permittee acknowledges that the failure of the Permittee to cease to perform the Authorized Services at the Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss, and the Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the Authorized Services.

(b) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any period following such expiration, revocation or termination.

29. Governing Law:

This agreement and any claim, dispute or controversy arising out of, under or related to this agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New Jersey and New York without regard to choice of law principles.

30. Miscellaneous:

a) It is understood and agreed that the Port Authority shall not furnish, sell or supply to the Permittee any services or utilities in connection with this Permit.

- b) No Commissioner, Director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Permit, or because of the party's execution or attempted execution, or because of any breach thereof.
- c) The Section and paragraph headings, if any, in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.
- d) This Permit, including the attached Special Endorsements, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Sections 4 and 13 hereof. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialed:

For the Permittee

ATTACHMENT F – CERTIFIED ENVIRONMENTALLY PREFERABLE PRODUCTS/PRACTICES

Proposer Name: _____ Date: _____

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

1. Packaging

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

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

If yes, a description of the practices being followed shall be include with the submission.

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

Yes No

If yes, Proposer shall attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

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

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

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

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

_____ Name _____ Date

ATTACHMENT G – CERTIFIED ENVIRONMENTALLY PREFERABLE PRODUCTS/PRACTICES

Proposer Name: _____ Date: _____

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

1. Packaging

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

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

If yes, a description of the practices being followed shall be include with the submission.

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

Yes No

If yes, Proposer shall attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

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

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

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

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

_____ Name _____ Date

OFFICE OF BUSINESS DIVERSITY AND CIVIL RIGHTS

MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT PA 3760C/ 11-15

Instructions: Submit one MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each MBE/WBE firm used on this Contract. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: Bidder/Proposer/Respondent - can used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

CONTRACT NUMBER AND TITLE: _____

PROPOSER:

Name of Firm: _____

Address: _____ Telephone: _____

Email Address: _____

MBE/WBE:

Name of Firm: _____

Address: _____ Telephone: _____

Description of work to be performed by MBE/WBE: _____

Calculation (supply only): _____

The Proposer is committed to utilizing the above-named MBE/WBE for the work described above. The estimated dollar value of this work is \$_____ or _____% of the total contract amount of \$_____. The anticipated start date is _____ and the anticipated completion date is _____

AFFIRMATION of MBE/WBE

The above-named MBE/WBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: _____ Date: _____
Signature of Principal or Officer of MBE/WBE – Print Name and Title

I _____ (print name), an officer of _____ (company name), certify that I have read the PA 3749 MBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Proposer _____ Title _____ Date _____

Please Note: Only 60% of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated MBE/WBE dollar value of work. Plan cannot be accepted without calculation.

Officer of Proposer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

ACKNOWLEDGEMENT BY NOTARY PUBLIC

PA 3760C

MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)

ACKNOWLEDGEMENT

of

STATE OF _____)

S.S.:

COUNTY OF _____)

On this _____ day of _____, before me personally came and appeared _____ to be known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____ company, that the seal affixed to said Certification is such corporate seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary's Seal or Stamp)

Notary Public

My commission expires:

OFFICE OF BUSINESS DIVERSITY AND CIVIL RIGHTS

MODIFIED MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT PA 3760D / 11-15

Instructions: Submit one Modified MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each MBE/WBE firm used on this Contract. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: Bidder/Proposer/Respondent - can used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

CONTRACT NUMBER AND TITLE: _____

PROPOSER:

Name of Firm: _____

Address: _____ Telephone: _____

Email Address: _____

MBE/WBE:

Name of Firm: _____

Address: _____ Telephone: _____

Description of work to be performed by MBE/WBE: _____

Calculation (supply only): _____

Proposer is committed to utilizing the above-named MBE/WBE for the work described above. The estimated dollar value of this work is \$ _____

or _____

% of the total contract amount of \$ _____. The anticipated start date is _____ and the anticipated completion date is _____

AFFIRMATION of MBE/WBE

The above-named MBE/WBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: _____ Date: _____

Signature of Principal or Officer of MBE/WBE - Print Name and Title

If the Proposer does not receive award of the Contract, any and all representations in this MBE/WBE Participation Plan and Affirmation Statement shall be null and void.

I _____ (print name), an officer of _____ (company name), certify that I have read the PA 3749A MBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Proposer _____ Title _____ Date _____

Please Note: Only 60% of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated MBE/WBE dollar value of work. Plan cannot be accepted without calculation.

Officer of Proposer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

ACKNOWLEDGEMENT BY NOTARY PUBLIC

PA 3760D

MODIFIED MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)

ACKNOWLEDGEMENT
of

STATE OF _____)

S.S.:

COUNTY OF _____)

On this _____ day of _____, before me personally came and appeared _____ to be known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____ company, that the seal affixed to said Certification is such corporate seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary's Seal or Stamp)

Notary Public

My commission expires: