

THE PORT AUTHORITY OF NY & NJ

REQUEST FOR PROPOSALS

FOR MANAGEMENT OF RETAIL CONCESSIONS

&

LOADING DOCK OPERATIONS

AT NEWARK LIBERTY INTERNATIONAL AIRPORT

RFP No. 57557

PART I: REQUEST FOR PROPOSALS

JUNE 7, 2019

Facility Tour	June 28, 2019 @ 12:00 p.m.
Location:	Newark Liberty International Airport -Terminal B
RFP Issuance:	June 7, 2019
Proposal Due Date:	2:00 PM – July 18, 2019

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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, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. Authority or Authority), see www.panynj.gov. Additionally, the most recent electronic version of the Authority’s Annual Report is available at <http://www.panynj.gov/corporate-information/annual-reports.html>.

B. Brief Summary of Scope of Work

The Port Authority is hereby seeking proposals from qualified firms to manage and operate the Retail Concessions and manage the Loading Dock and Storage Facilities at Newark Liberty International Airport Terminal B, as more fully described herein.

The contract to be entered into with the Port Authority and a third party (“Contractor”) will provide retail management services, including rental collection, property management services, financial analysis, facility management, marketing and promotion, performance standard monitoring, new business development, limited lease negotiations, limited maintenance of the food court and other common space and the retention and management of a loading dock and storage facilities firm. The term of the agreement is five (5) years, with a two (2) renewal option, exercisable by the Port Authority, of one (1) year; the Contract is anticipated to commence on or about January 1, 2020. The signatory to the Contract with the Port Authority shall be referred to herein as the “Contractor.”

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 (EST).

D. Submission of RFP Proposals

PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY.

Proposers assume all responsibility for delays or problems in delivery.

Proposal submissions will be received at:

The Port Authority of NY & NJ
Attention: Proposal Custodian
Procurement Department
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

Clearly mark the solicitation number on the outermost package.

At this address, proposals will be accepted via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times.

There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.

There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.

The Port Authority assumes no responsibility for delays caused by any delivery service.

E. 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 firm to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at <https://www.paprocare.com>.

F. Submission of Proposals

One 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 and sent

or delivered to the RFP Custodian at 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 as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times.

There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.

There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.

The Port Authority assumes no responsibility for delays caused by any delivery service.

Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled (i.e., no plastic covers or binding) and to provide only supporting literature which directly relates to the proposal being submitted.

G. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Strategic Procurement Advisor listed on the cover page. All questions regarding this RFP should be submitted in writing to the Strategic Procurement Advisor at the email address or facsimile number listed on the cover page no later than 4:00 p.m. (EST) on July 8, 2019.

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

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

H. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at 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 accept the proposal within one-hundred and eighty (180) days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

I. Union Jurisdiction

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

J. City Payroll Tax

Proposers should be aware of the payroll tax imposed by the City of Newark, New Jersey for services performed in Newark, New Jersey.

This tax, if applicable, is the sole responsibility of the Contractor. 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 taxes. The Port Authority exemption set forth in the Paragraph entitled “Sales or Compensating Use Taxes”, in the “Standard Contract Terms and Conditions” included herein, does not apply to these taxes.

K. Site Tour(s)

A Site Tour is scheduled for June 28, 2019 at 12:00 PM EST.

A site tour 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 tour.

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.

Attendees interested in attending should RSVP to Jasmine Green at jrgreen@panynj.gov no later than 12:00 noon EST on Tuesday, June 25, 2019 to confirm their attendance and receive directions.

L. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom.

See Attachment H– Exhibits.

M. Additional Proposer Information

Prospective Proposers are advised that additional vendor 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>

N. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits

The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three categories will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted as set forth in the contract terms and conditions and any Underpayment Amounts in any of these categories will be subject to recovery by the Port Authority as set forth in the contract terms and conditions.

O. Personnel Assurance Program and Contractor Staff Background Screening

The Contractor awarded this Contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor and any subcontractors may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential may be

reimbursable to the Contractor and its subcontractors as an out-of-pocket expense. Costs for staff that are rejected for a credential for any reason are not reimbursable.

Such background checks shall be performed through the Authority's personnel assurance program provider. 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.

P. Automated Clearing House Enrollment

The Port Authority of New York and New Jersey has transitioned to an electronic method of paying its vendors, contractors and consultants via an Automated Clearing House ("ACH") funds transfer. It is the Port Authority's expectation that all vendors, contractors and consultants will be paid via an ACH funds transfer. To avoid delays in payment, vendors, contractors, and consultants should enroll in ACH and complete the Port Authority's "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at <https://www.panynj.gov/business-opportunities/pdf/Vendor-ACH-auth-form.pdf>. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the vendor, contractor or consultant of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this process may be directed to the Comptrollers' Department ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

Q. Prohibited Uses

Proposers should be aware of the reserved uses for the Port Authority under the proposed Contract. Neither the Contractor, nor any affiliate of the Contractor, may conduct any retail activity in the premises involving any of the prohibited uses, as listed below:

"Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; Air Train/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Airline shall retain the right to control the location of the placement within the Terminal of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of

services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the subleased premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the Concession Area) or other on-airport baggage-moving devices; and electronic amusements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses.

2. SCOPE OF WORK

The full scope of work is set forth in detail in Attachment H Exhibit H-1.

3. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals as only proposals from such Proposers will be considered:

- A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the development, management and operation of concessions at airports or major retail entities. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the company/firm have had the cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.
- B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least two (2) contract(s) for similar services of similar scope. The Proposer must also provide detailed information regarding the performance of its contract(s) and if any of its contract(s) were terminated during their contract period in relation to the service or performance of its contract(s).

In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraph (A) and (B) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements.

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by

this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words “acting jointly and severally”. All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites.

By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they 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 contract resulting from this RFP (“Contract”). The determination of the Proposer’s financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

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

Where the statements submitted pursuant to subparagraphs (1) and (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 work which the Proposer has on hand, including any work on which a bid and/or proposal 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 adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the prerequisites required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Financial Proposal

The degree and extent to which the Proposer is cost effective to the Port Authority and the overall cost of services. Also, the Proposer's ability to develop a realistic three (3) year financial pro forma that includes: audited financial statements, unaudited reviewed statements or tax returns; cash flow analysis; profit and loss statements; balance sheets, projections of gross revenues and projected sales to the Port Authority.

B. Management Approach and Experience

The experience, qualifications and staffing resources of the Proposer, including without limitation, the Proposer's size, financial capability, industry record of accomplishment, and capability to provide managerial, technical and physical resources to consistently deliver the required services, the staff experience, its M/WBE plan and knowledge of the industry and technology needed to support the Port Authority's requirements, overall ability of the Proposer to meet or exceed the requirements of this RFP, the experience and qualifications and availability of the management team and staff proposed to be assigned to provide the services (including subcontractors, if necessary).

C. Quality and Extent of Proposed Services

The quality and responsiveness of the Proposer's approach of the Scope of Work, including without limitation:

- Lease administration
- New business development
- Contract supervision
- Fee collection
- Sales and financial analysis
- Operational oversight
- Lease negotiations
- The quality and the relevance of the proposed customer service
- Marketing plans
- Customer Service Standards
- Management plans including performance measurement, hiring strategies, Port Authority customer training and incentives.

D. Background Check Plan

The Proposer must submit a Background Check plan in accordance with this document, which will be considered “pass/fail.”

E. Business Risk

Consideration will be given to the degree of business risk assumed by the Port Authority. This will include, but not be limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract. As part of the evaluation, business risk will also be measured by the Port Authority’s assessment of its ability to immediately replace the Contractor in a manner that maintains or improves the quality and continuity of facility concessions services.

6. MBE/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer (“Contractor”) will use good faith efforts to provide for meaningful participation by Port Authority certified MBE/WBEs as defined in this document.

MBE/WBE Good Faith Participation – The Contractor shall use every good faith effort to provide for meaningful participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including the 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 Proposer shall use good faith efforts to achieve participation equivalent to twenty percent (20%) of the total Contract price for Port Authority certified MBEs and ten percent (10%) of the total Contract price for Port Authority certified WBEs.

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

- a. Dividing the services and materials to be procured into smaller 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 Port Authority certified MBE/WBE firms. To access the Port Authority's Directory of MBE/WBE certified firms, go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html>
- d. Ensuring that provision is made to provide progress payments to MBE/WBEs in accordance with the prompt payment provision below.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3760C as the recording mechanism for the MBE/WBE Participation Plan, annexed hereto as Attachment E 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 Proposer must submit an MBE/WBE Participation Plan for each MBE/WBE subcontractor. Each Participation Plan shall contain, at a minimum, the following:

- Identification of the MBE/WBE: Provide the name and address of the MBE/WBE. If no MBE/WBEs 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 dollar value and percentage of MBE/WBE participation expected to be achieved.
- Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

The MBE/WBE subcontractor listed on each of the MBE/WBE Participation Plans must be certified by the Port Authority in order for the Contractor to receive credit toward the MBE/WBE goals set forth in this Contract. Please go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.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 any of the MBE/WBE Participation Plans must be submitted via a Modified MBE/WBE Participation Plan to the 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 any of its approved MBE/WBE Participation Plans or substitute MBE/WBE subcontractors or suppliers for those named in their approved plans without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of 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, 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 an 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.

D. Equipment: MBE/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. If the MBE/WBE obtains equipment from the Contractor, their affiliates and other subcontractors performing Work on the Contract, the MBE/WBE shall provide documentation to the Authority demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include copies of the rental or leasing agreements, and the names, addresses and terms quoted by other sources of equipment.

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 an 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 an MBE/WBE. Work that an 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 an MBE/WBE manufacturer or fabricator will be counted towards the MBE/WBE goal.

C. Material Suppliers. Sixty percent (60%) of the expenditure to an 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 is 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 cannot 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 an 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 shall 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 is partnering 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 are authorize to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which 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, 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 as of the date of the opening of the Proposals;

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 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 Contractor’s Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the “Contractor’s Integrity Provisions,” included as Attachment A of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Code of Ethics for Port Authority Vendors

Proposer’s attention is directed to the Port Authority’s “Code of Ethics for Port Authority Vendors” (the “Code”). The Code of Ethics can be found on the Port Authority’s website at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

F. Documentation of Proposer Prerequisites

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

G. Proposal

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

1. Financial Proposal

The Proposer shall describe in detail all compensation it expects to receive

from the Port Authority for the performance of the work and any other cost factors relevant to the proposal. See Attachment B – Cost Proposal Form.

2. Management Approach and Experience

Describe the management approach that your firm would take in undertaking this operation. Include demonstrated experience and qualifications to provide a first class food, beverage and/or retail concessions services. This approach should include, without limitation, the Proposer's industry experience and capability to manage the concessions with experienced staff and to maintain a high standard of customer services level that is in compliance with the Port Authority's requirements. Include in this section:

a. Staffing Plans

Identify your proposed commitment to on-site full-time and part-time staffing. Provide information on other corporate resources that would also be made available. Identify the individual in your organization likely to be directly involved in and responsible for the Contract and their respective roles and responsibilities, and including where would be committed on an on-site, off-site, part-time or full-time basis. Include a description of their backgrounds and experiences, which qualify them for the Contract.

b. Staff Management

Address the continuing objective that contractors performing services at our facilities maintain a stable and qualified workforce that is adequately compensated in terms of wages earned as well as benefits provided to them. A key component of this item is the requirement that Proposers ensure no diminution of wages and benefits for those employees that performed similar roles under previous Port Authority contracts. An important part of the Port Authority's goal is to ensure that those working at our facilities have a sufficient health benefits package. Proposed plans need to demonstrate compliance with required wages/benefits including holiday, vacation and sick benefits as well as any other proposed benefits and address employee retention methodology, training and safety programs offered.

c. Management Approach

Describe proposed management approach, including your approach to ensure compliance with operating requirements including merchandising, hours of operation and pricing policy. Explain how your firm will address each and every component of the Scope of Work (Exhibit H – 1) and explain how you will promote customer service.

3. Quality and Extent of Proposed Service

Describe in detail the firm's proposal on leasing, designing, constructing, managing and operating multiple locations for food and beverage and/or retail facilities at airport or other high traffic public areas, including the financial and management resource to develop locations with an aggressive schedule.

4. Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

5. Business Risk

The Proposer shall submit risk assessment and succession plans to the Contractor and the Port Authority, that assess the business risk in taking on the significant amount of new work that will be required under this Contract. The risk assessment plan should take into account all work currently under contract, as well as work that is under contract to companies which the Proposer owns, controls or has an interest.

The Proposer shall provide any other information that is related to the requirements in this Section (Section F), that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

6. Background Qualification Questionnaire (To be submitted directly to the Office of the Inspector General)

The Proposer shall submit a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, subconsultants and vendors providing services at the World Trade Center Site, known to the Proposer at the time of proposal submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link: http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

H. Acknowledgment of Addenda

If any Addenda are posted or 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.

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

I. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment B, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

J. MBE/WBE Plan

The Proposer shall submit an MBE/WBE Plan in accordance with the MBE/WBE Subcontracting Provisions hereunder.

8. 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 in the medium in which the parties obtained the RFP. 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 is not generally considered confidential or proprietary. All information contained in the proposal is 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 must 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 questions 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

References that can attest to the relevant member of the Respondent's Team's performance, including name, affiliation, address, phone number, and e-mail address. Verifiable references must be provided. The Respondent's score will be negatively impacted by our inability to contact and verify references. The Port Authority may

consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or 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 which 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 that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including 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 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). All costs associated with the Contract must reflect this exemption and 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 other than the Proposer proposing the lowest price. 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 contractor for such products, work and/or services.

M. Right to Extend Contract

If this is a proposal for a contract for a term of five (5) years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional one hundred and eighty (180) days, upon the same terms and

conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

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 to 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, 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 representations, warranties, or guarantees that the information contained herein, or in any addenda 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, 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 a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

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(s), 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.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority’s Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(Company)

(Signature)

(Title)

(Date)

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

ATTACHMENT B
PART III. COST PROPOSAL FORM

Financial Proposal -the degree and extent to which the Proposer is cost effective to the Port Authority and the overall cost of services. Also, the Proposer's ability to develop a realistic three-year financial pro forma that includes: audited financial statements or in lieu of audited financial statements, unaudited reviewed statements or tax returns; cash flow analysis; profit & loss statements; balance sheets, projections of gross revenues and projected sales to Port Authority

The Port Authority shall provide the Concessions Manager's financial compensation based on a percentage of the gross receipts of Terminal B. The Proposer should submit a proposed percentage fee based on its projections of sales and revenues to the Port Authority over the five-year base period and the one-year option period(s). In addition, your proposed fee structure should include the cost required to operate, maintain and manage the Loading Docks for Terminal B.

In consideration for the services provided under this RFP, the Manager's compensation fee will be derived from total Gross Receipts generated from the existing and to be developed concessions facilities within the premises to be developed, leased, managed and marketed by the Manager.

The Proposer shall propose the following percentage fee below:

[●] Percent (● %) of all retail operator Gross Receipts generated in Terminal B in any Contract Year.

The procedure for paying the Manager's Compensation Fee to the Proposed Contractor each month shall be as follows. For the first year, and each successive year of the agreement, the Proposed Contractor would retain on a monthly basis (i.e., make a withdrawal on its own behalf from the trust account into which it deposits the collected rentals and fees) an amount representing the Manager's Compensation Fee. Any Manager's Compensation Fees to which the Proposed Contractor shall be entitled shall only be paid to itself (i.e., withdrawn from the trust account) after the full amount of concessionaires' rentals and other amounts payable to the Port Authority have first been delivered to the Port Authority for each calendar month (i.e., the basic rent/fee for the Prior Month and percentage rent/fee for the month immediately preceding the Prior Month) and any other requirements of the Port Authority.

Accordingly, the Manager's Compensation Fees shall be payable on a monthly basis (after the applicable breakpoints referenced above are achieved); starting on the first date of the month following the designated Compensation Fee Commencement Date, will be paid in twelve (12) equal amounts on a monthly basis and such aggregate fee is intended to reimburse the selected firm for all of its direct and indirect costs and provide a reasonable profit margin.

Proposers should submit the following estimated costs on an annual basis for five (5) years for:

1. On site staff salaries for each employee
2. Off Site staff salaries for each employee
3. Marketing and Promotion - breakdown for each activity, including labor for each activity
4. Maintenance of the Food Court "back-of- the house" areas - annual breakdown for labor and materials
5. Other Operating Expenses (computer, postage, etc)

Proposer should include direct costs, indirect costs, overhead and profit in its submission.

ATTACHMENT C
TO DEPOSIT ACCOUNT CONTROL AGREEMENT

STANDARD TERMS AND CONDITIONS

The Lockbox Service involves processing Checks that are received at a Lockbox Address established by Company as collection agent for the Authority. With this Service, Authority instructs its customers to mail checks it wants to have processed under the Service to the Lockbox Address. Bank picks up mail at the Lockbox Address according to its mail pick-up schedule. Bank will have unrestricted and exclusive access to the mail directed to the Lockbox Address. Bank will provide Company with the Lockbox Service for a Lockbox Address when Company has completed and Bank has received Bank's then current set-up documents for the Lockbox Address.

If Bank receives any mail containing Company's lockbox number at Bank's lockbox operations location (instead of the Lockbox Address), Bank may handle the mail as if it had been received at the Lockbox Address.

PROCESSING

Bank will handle Checks received at the Lockbox Address according to the applicable deposit account agreement, as if the Checks were delivered by Company to Bank for deposit to the Account, except as modified by these Terms and Conditions.

Bank will open the envelopes picked up from the Lockbox Address and remove the contents. For the Lockbox Address, Checks and other documents contained in the envelopes will be inspected and handled in the manner specified in the Company's set-up documents. Bank captures and reports information related to the lockbox processing, where available, if Company has specified this option in the set-up documents. Bank will endorse all Checks Bank processes for Company on Authority's behalf.

If Bank processes an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, Company and Authority agree to indemnify Bank, the drawee bank (which may include Bank) and any intervening collecting bank for any liability or expense incurred by such indemnitee due to the payment and collection of the check.

If Company instructs Bank not to process a check bearing a handwritten or typed notation "Payment in Full" or words of similar import on the face of the check, Company understands that Bank has adopted procedures designed to detect Checks bearing such notations; however, Bank will not be liable to Company, the Authority or any other party for losses suffered if Bank fails to detect Checks bearing such notations.

RETURNED CHECK

Unless Company and Bank agree to another processing procedure, Bank will reclear a Check once which has been returned and marked "Refer to Maker," "Not Sufficient Funds" or "Uncollected Funds." If the Check is returned for any other reason or if the Check is returned a second time,

Bank will debit the Account and return the Check to Company. Company agrees that Bank will not send a returned item notice to Company for a returned Check unless Company and Bank have agreed otherwise.

ACCEPTABLE PAYEES

For the Lockbox Address, Company, on behalf of Authority, will provide to Bank the names of Acceptable Payees ("Acceptable Payee" means Authority's name and any other payee name provided to Bank by Company as an acceptable payee for Checks to be processed under the Lockbox Service). Bank will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. Company warrants that each Acceptable Payee is either (i) a variation of Authority's name or (ii) is an affiliate of Authority which has authorized Checks payable to it to be credited to the Account. Bank may treat as an Acceptable Payee any variation of any Acceptable Payee's name that Bank deems to be reasonable.

CHANGES TO PROCESSING INSTRUCTIONS

Company may request Bank orally or in writing to make changes to the processing instructions (including changes to Acceptable Payees) for any Lockbox Address by contacting its Bank representative, so long as such changes do not conflict with the terms of the Deposit Account Control Agreement. Bank will not be obligated to implement any requested changes until Bank has actually received the requests and had a reasonable opportunity to act upon them. In making changes, Bank is entitled to rely on instructions purporting to be from Company.

DEPOSIT ACCOUNT CONTROL AGREEMENT
Letterhead of Authority

_____, 20XX Bank _____

Attn: -----

Re: **Termination of Deposit Account Control Agreement Account(s):**

Ladies and Gentlemen:

Reference is made to that certain _____ dated as of _____, 20XX_ (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Agreement") among you, _____ (the "Company"), and us ("Authority"). You are hereby notified that the Agreement is terminated with respect to the undersigned, and you have no further obligations to the undersigned thereunder. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Account from the Company. This notice terminates any obligations you may have to the undersigned with respect to the Account.

Very truly yours,

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: Name:

Title:

ACKNOWLEDGED AND AGREED: BANK _____, as Bank

By Name:

Title:

ATTACHMENT D
PROPOSER REFERENCE FORM

Name of Proposer: _____

Please provide a list of references on the firm's performance of similar work within the last five 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: _____

ATTACHMENT E
STATEMENT OF SUBCONTRACTOR PAYMENTS

INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of [Subcontractor Payments form](#), which shall be submitted with every invoice to be used in conjunction with the MBE/WBE Participation Plan.

MBE/WBE Participation Report



Instructions for Statement of Subcontractor Payment: To be submitted with every invoice to be used in conjunction with the MBE/WBE Participation Plan.

Contract/PO No.: _____

Date of Invoice: _____

Contract Title: _____

Committed MBE/WBE Goals: M _____ W _____

Prime Contractor Name: _____

Award Date: _____

Contract/PO Amount: _____

Completion Date: _____

PA Project Manager: _____

MBE/WBE Participation to Date: M _____ W _____

Subcontractor's Name	Address & Phone #	Description of Work Performed or Materials Supplied	MBE/WBE Status	Total Contract Amount Awarded	Total Previous Requests	Amount Paid to Date	Amount of This Request

In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company, and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them.

Signature

Print Name

Title

Date

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 provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers **must** complete this form and submit it with their response, if appropriate. Proposers **must** submit appropriate documentation to support the items for which the Proposer indicates a "Yes" and 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 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), or polystyrene or heavy metals

If yes, a description of the practices being followed must be included 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 their marketing and/or resource materials
- Other sustainable initiative

If yes, a description of the practices being followed must 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 must 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 must attach copies of the certificates obtained.

5. Other Environmental Criteria

Proposers are encouraged to respond to criteria specifically indicated in this RFP as "Management Approach" (and attach the appropriate documentation) to receive consideration in the evaluation.

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

_____ **Name** _____ **Date**

ATTACHMENT G- RFP WAGE STATEMENT SAMPLE

(PLEASE INSERT THE WAGE STATEMENT SAMPLE THAT ACCOMPANIES THE WAGES, HEALTH AND SUPPLEMENTAL BENEFITS CLAUSE FOR SERVICE CONTRACTS).

ATTACHMENT H

EXHIBIT H-1 – SUMMARY OF SCOPE OF WORK

Manage and oversee, on behalf of the Port Authority, over thirty (30) agreement with food, beverage and retail tenants. In addition, ensure the efficient operation of stores and restaurants by providing delivery and storage services to the concession tenants through a highly secured loading dock area where goods and services are shipped and stored.

FOOD & BEVERAGE AND RETAIL RESPONSIBILITIES

1. Planning & Development, Overall Services

- a. At the direction of the Port Authority, assist in the development of comprehensive concessions program including, but not limited to, specialty retail, news & gift/traveler essentials, food & beverage, foreign currency, banking (including ATMs), employee cafeterias, duty-free, automated retail/vending machine and other miscellaneous consumer/passenger concession services (including providing access to lottery and gaming services but only if and as approved, in writing, in advance by the Port Authority).
- b. Conduct comparative airport statistical analyses as required to support proposed space allocation, tenant rental structure, sales and revenue projections.
- c. Update concession space requirement analyses based on changes to enplanement and circulation analyses.
- d. Prepare a list of prospective tenants and a leasing pro-forma for the project.
- e. Prepare analyses of early terminations/extensions to consider potential improvements to the concession program.
- f. Monitor compliance with the terms of the leases, including use clauses, insurance, health and similar inspections, performance guarantees, pricing policies, product quality and variety, capital expenditures, operating hours, signage, visual merchandising, employee appearance, customer experience, cleaning and maintenance, and ACDBE policy compliance.
- g. Act as a collection agent, on behalf of the Port Authority for all fees, including but not limited to rental payments (basic and percentage rent), promotion fees, distribution charges, loading dock fees, and common area maintenance (CAM) fees and other third party vendor fees (if any other such third party vendor fees are pre-approved by the Port Authority).

2. Overall Property Management

The Contractor will perform day-to-day management of concession operations at Terminal B, provide sufficient on-site staff to perform various concession management-related functions and act as a collection agent on behalf of the Port Authority for all fees, including but not limited to rental payments (minimum and percentage rent), promotion fees, distribution charges, loading dock fees and common area maintenance (CAM) fees and other third party vendor fees. Also, included as the Contractor's duties are the following:

- a. Manage the concession program in a way that maximizes the highest and best use and financial return to the Port Authority.
- b. Calculate monthly rent and prepare monthly billings, verify collection of rent in accordance with the Port Authority's procedures, generate financial reports and pay amounts due to the Port Authority as directed by the Port Authority.
- c. Collect rent, prepare monthly outstanding receivables aged on 30/60/90-day basis. Follow up on delinquent receivables. Default notices and rent relief requests will be issued and/or write off of receivable amounts according to agreed policy.
- d. Monitor, using due diligence, tenant compliance with the terms of the leases, including but not limited to exclusive use clauses, insurance, pricing, capital expenditures, quality of merchandise, hours of opening and closing, signage, cleanliness.
- e. Generate monthly reports to the Port Authority, and such other financial and management reports as are usual and customary in concession management, and such other reports and analyses as may be reasonably requested by the Port Authority from time to time.
- f. Coordinate periodic Port Authority employee training programs.
- g. Respond to customer/passenger complaints in a timely fashion., within twenty-four (24) hours. Monitor social media and respond to concessions complaints that are tagged by PA social media monitors as such.
- h. Act as liaison between the Port Authority and the concession tenants.
- i. Process data for security ID Badging for tenant personnel. The Contractor's responsibilities shall be limited to providing assistance to the Port Authority Badging Office and the tenants to help facilitate the tenant employee badging process and screening of tenant goods, products, materials, equipment and supplies as may be required from time to time by the TSA, but the Contractor shall not have any other or further responsibility for or any liability with respect to security issues relating to such tenant employee badging requirements, and such process and/or the screening of any

- such tenant goods, products, materials, supplies and equipment and the screening process.
- j. Optimize ACDBE and local participation by meeting or exceeding the Port Authority's ACDBE goal.
 - k. Use commercially reasonable efforts to cause tenants to maintain their respective space and facilities in a first class manner pursuant to standards which may be promulgated from time to time.
 - l. Implement a customer experience program and use commercially reasonable efforts to ensure tenant compliance.
 - m. Provide quality control audits and reports covering compliance with tenant requirements, cleanliness of the Premises, timeliness of service and quality of the product.
 - n. Provide on-site staff to perform daily functions as required by the Customer Experience Airport Standards Manual (as the same may be amended from time to time).
 - o. Design, fabricate, locate, install and keep the directory signage up to date & current in coordination with the Port Authority (such expenses to be paid for from fees received from the tenants for marketing and promotional activities).
 - p. Implement any new concession policies and procedures as directed by the Port Authority but the Contractor shall not be required to incur any out-of-pocket costs and expenses vis-a-vis third parties related thereto but shall be required to incur whatever internal corporate costs and expenses are necessary for such implementation.
 - q. Coordinate and maintain general oversight of deliveries of tenants' goods and products from any designated on or off Airport storage area.
 - r. Develop a ACDBE community outreach program for concession opportunities, and coordinate its implementation with the Port Authority.
 - s. Manage and coordinate the implementation of mutually agreed-upon marketing and communications initiatives including seasonal marketing activities and development of marketing signage, flyers and other on-site advertising.
 - t. Oversee and manage a secret shopper program that reports on the service, integrity and overall performance of the concession tenants.

3. Design and Construction Services

- a. Develop design criteria in conjunction with the Port Authority to be followed by all tenants.
- b. Review tenant design submittals, construction procedures, schedule site surveys, develop design, permit and construction schedules, assist in the Port Authority's Tenant Construction and Alteration Process ("TCAP") process.
- c. Coordinate the TCAP process, attend pre-construction meetings, coordinate construction schedules with the TCAP Office, tenants, and airport staff.
- d. Provide scheduling and construction observation of tenant improvements performed by concession tenants.
- e. Monitor punch list completion and review testing and inspection reports for all concession tenants.
- f. Organize completed project files. Support the Port Authority in handling tenants' contractor claims, if they occur.
- g. Coordinate access to the Premises and equipment prior to opening for all concession tenants, to allow training of staff and testing of all equipment.

4. Leasing, Budgeting and Financial Analysis

Monitor compliance with the terms of the lease, including use clauses, insurance, health and similar inspections, performance guarantees, pricing policies, product quality and variety, capital expenditures, operating hours, signage, visual merchandising, employee appearance, customer experience, cleaning and maintenance, and ACDBE policy compliance.

Enforce the remedies found in the tenant's leases to ensure compliance with payment obligations and performance standards but shall not be obligated or authorized to commence legal proceedings against tenants. Depending on the nature of the non-compliance and the remedies available to the Port Authority under the lease and the law, Contractor will first work with the concession tenants, without itself commencing legal proceedings, to resolve the matters(s) and also assess and recommend enforcement action to the Port Authority when and if appropriate. Contractor will send preliminary communications to tenants notifying them of lease non-compliance matters including, but not limited to, communications regarding rent arrearages, and contemporaneously will provide copies of such communications to the Port Authority. Subsequent actions and/or notices shall be taken by Contractor after consultation with and/or direction from the Port Authority.

Annually, on or before September 30 during each Contract Year, develop and deliver to the Port Authority in writing annual sales projections (for the succeeding Contract Year) by concessionaire and location, for Terminal B.

- a. Develop and maintain lease files, including copies of leases and amendments, abstracts, correspondence, licenses, insurance certificates and letters of credit, etc.
- b. Computerize record keeping on a standard, commercially available, mutually acceptable, property management software program.
- c. Develop monthly annual revenue projections by tenant, by concession type and by location.
- d. Recruit, secure and retain the proper tenant mix.
- e. Negotiate agreements with potential tenants to include, but not be limited to:
 - i. Negotiating financial terms with potential tenants in accordance with the Port Authority's approved key business terms and baseline pro-forma.
 - ii. Perform financial and credit background checks and investigations on all prospective tenants, including partners, joint ventures, and other key participants, to the extent such information is publicly available, or is provided by the prospective tenant, or is obtained with the consent of the prospective tenant, it being understood that the Contractor shall use commercially reasonable efforts to obtain all such background and investigatory information.
 - iii. Prepare an abstract of potential tenant deals, outlining all business terms for the Port Authority's approval.
 - iv. Coordinate the leasing process with the Port Authority, obtaining approval of each rental arrangement, based upon the standard form of leases approved in advance by the Port Authority.
 - v. Prepare the appropriate leases with exhibits for signature by tenants and the Port Authority, based on term sheets previously by the Port Authority.
- f. Work with the Port Authority to incorporate leasing activities with planning, design and construction activities.
- g. Generate monthly airport revenue reports, ACDBE monthly utilization reports and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and

analyses as may be requested periodically by the Port Authority, including number of transactions per period, average transaction value and sales per product category.

5. Marketing

Implement a marketing plan, which must include: terminal directories (brochures and signage) and barricade signage and may include promotional events, special in-terminal advertising and graphics campaigns, holiday shopping bags, and store discounts. Community organizations or cultural institutions may also be incorporated into the program. The Contractor should assist in the development of the Port Authority's internet site that would allow passengers to find out what concessions are located in their Terminal and browse menus. Each tenant contributes .5% (one-half percent) of gross receipts to the marketing program.

- a. Develop an annual marketing budget for Port Authority approval.
- b. Create a marketing campaign that promotes concession awareness in the Terminal as well as targeting concessions throughout the program.
- c. Develop marketing collateral that promotes the Aviation's "Street" pricing campaign.

6. Facilities Management

Consistently monitor the appearance and maintenance of the Terminal's common areas, limited to those in the concession areas, such as food court seating areas. Report all maintenance or cleaning issues to appropriate Port Authority or contractor staff.

The Contractor must also:

- a. Communicate deficiencies in food court cleaning to the Port Authority. The Port Authority has a separate cleaning contractor for food court floors and furniture and for concourse floors.
- b. Coordinate disposal of trash from tenant premises (non-food-court) to loading dock. Tenants are responsible to pay for their own trash removal, but Contractor will coordinate the billing.
- c. Manage all aspects of loading dock operations by entering into third party contract(s) for the loading dock for common area maintenance and delivery distribution. Responsibilities including staffing, scheduling, employee appearance, facility and equipment condition, cleanliness, complaint resolution, and similar standards specified in the third party contracts, and manage such third party contractor's performance for compliance with such contract.

It is strongly encouraged that all general cleaning and general janitorial services be subcontracted with Port Authority pre-qualified Certified W/M/DBE firms. Contact Small Business Programs at 212-435-7819 for a listing of the firms.

7. Operations Review

Conduct comprehensive and thorough monthly tenant operations reviews, which will be documented on a standard form agreed upon with the Port Authority and supported by digital photos. Operations reviews focus on store appearance and maintenance, merchandising, product quality, pricing, use-clause compliance, employee appearance, customer experience, and similar factors that are critical in providing passengers with first-class concession amenities. Tenant corporate offices and on-site managers will be immediately informed in writing of all operations issues, and Contractor's staff will follow up to ensure resolution.

8. Tenant Communications

- Develop and distribute orientation and information manuals for tenants.
- Conduct bi-monthly concession tenant meetings to discuss common problems, inform tenants of upcoming events, changes in air service future gate usage), construction and other factors that may affect concession operations.
- Serve as the liaison between the Port Authority and tenants, except in; when and to the extent that the Port Authority elects to deal directly with tenants.

9. Customer Experience

The Airports Council International (ACI)'s Airport Service Quality (ASQ) study "ACI-ASQ" study measures customer satisfaction on over 30 airport attributes, including the availability, quality, and value-for-money aspects of food and shopping places on-airport. The study, which is conducted quarterly and provides a global benchmark against domestic and international airports, has demonstrated that EWR concessions score at or below average scores of the airport's peers. We are looking for a manager that will be focused on enhancing and delivering a best in class customer experience.

The Port Authority is dedicated to elevate our agency's airport rankings among the world's best by delivering an exceptional customer experience, and is currently in the process of updating the Customer Care Mystery Shopping program that will help us meet our objective.

Mystery Shopping is one tool we employ to drive airport performance and gauge the level of success in delivering the experiences our customers expect and deserve, while achieving compliance with our Customer Care Standards. We have taken a bold step together over the last six months to recommit ourselves to providing exceptional service as an airport community, acting and serving as a unified group. These efforts have resulted in the

development of a new training program, entitled WESOAR. This program, developed uniquely for our airports, promulgates the principles to achieve success: Welcome/Exceed expectations/Seek to commit/Own it/Approachable/Respect, and will be introduced over the next year, along with a new mystery shopping program.

In the interim, we are fully committed to meeting existing customer care standards. Starting in 2019, we raised the bar by revising and reweighting the scoring and point values assigned to behaviors that are mystery shopped to reinforce the standards, drive improved performance, and deliver a higher level of customer experience across our airport system.

Contractor to develop a comprehensive customer experience program designed to include the WESOAR Customer Experience program training for tenant managers and employees, performance monitoring and incentives and rewards.

The Program should include, as a minimum, the following:

- Ensure that tenant handbook contains Port Authority's Airport Standards Manual.
- Provide on a quarterly basis a "Mystery Shopper" program. Once tabulated, results will be forwarded to each store manager and corporate office. Contractor will then follow up with store personnel to make sure that all deficiencies are addressed. In addition, store employees that receive exceptional reports would receive small rewards in recognition of their hard work.

- Implement a customer intercept survey during which passengers and Airport employees will be surveyed semi-annually to better understand their trip characteristics, demographics, buying habits and concession preferences at the Terminals. Specific questions will be developed to enhance customer experience and product mix for existing concession locations. This information will be used to evaluate the current program, inform concession tenants of areas for improvement and target new business opportunities for future development.

- Contractor will implement a customer hot line to allow customers to call toll free, 24 hours a day, 365 days a year and speak to a live operator or to leave a voicemail message to let Contractor know how they were served at the Airport and suggest ways to improve concessions. Contractor will pass on the hot line comments to the tenants and within 48 hours of receiving a complaint, suggestion or request, the appropriate tenant or management personnel will contact the customer to respond to his/her call. Customers will also have the opportunity to complete comment cards at each concession location, which will be tabulated with the hot line calls. Monthly reports will be provided to the Port Authority as well as to concession tenants.

- Conduct daily "walk-throughs"-- to ensure that concession tenants are complying with Airport rules and regulations, such as operating hours, signage restrictions, uniform and name-tag use, and merchandising standards. Noted violations must be discussed with tenant managers immediately and followed up in writing with a set cure period. Contractor will be responsible for following up with the tenant to ensure that the infraction has been corrected appropriately and in a timely manner.

As part of its routine walk-throughs, Contractor staff will monitor employee appearance and follow up on tenant employee appearance issues with store management as necessary. All tenant employees must be appropriately attired and easy for customers to identify.

Conduct monthly operational reviews, to ensure that tenants comply with the performance standards set out in their respective leases.

Conduct pricing surveys, to ensure compliance with the Port Authority's street pricing standards and to promote competition within the concession environment. Contractor will develop and implement a semi-annual survey program, which compares on-airport concession prices with "Street Prices" in the greater NY/NJ metropolitan area. Tenants must be notified if pricing is inconsistent and they will be required to alter their prices to comply with lease provisions.

Contractor will organize periodic workshops and bring in outside customer experience consultants to assist tenant managers and employees in developing better customer experience habits. Similar workshops focusing on marketing, merchandising, loss prevention and employee retention will also be conducted as needed.

10. Tenant Support

Provide a range of support activities to tenants, including visual merchandising and marketing assistance, counseling on loss prevention, and joint efforts for staff recruiting and retention.

Coordinate concession-related job fairs and work with city-based agencies to assist with placements.

11. Airline Relations

Attend monthly briefing sessions with airlines, and act as a liaison between tenants and airlines, for instance sharing scheduling information and assisting in tenant arrangements for food vouchers for delayed passengers.

12. Transition Plan

Transfer and auditing of accounting and lease administration systems to new software system.

- Hiring of full-time, on-site staff.
- Office set-up and equipment purchasing/leasing.
- Development of office procedures handbook, tenant manual, customer experience programs, and operational program review.
- Individual tenant meetings
- Goal-setting meetings with the Port Authority

LOADING DOCK RESPONSIBILITIES

The loading dock and storage facilities support the stores and restaurants in Terminals B at Newark Liberty International Airport (EWR). The loading dock operator is to ensure the efficient delivery and storage services to these tenants and to maintain a highly secure area in which to receive the goods and store them. In addition, the operator is to maintain the premises and equipment in a clean, safe and orderly manner.

- Document deliveries via a digital photo system, inspect and log incoming goods. Label & store product in facility
- Contacts the tenants for immediate pick up of goods or moves the goods into assigned storage sites.
- Tenants are responsible for bringing goods from storage level to the concourse level where the shops/stores are located.
- Cold storage (Freezers/refrigerators) and dry storage (caged areas) and maintains security in the area via state-of-the-art security system video cameras that record visits from tenants to their respective locked areas.
- Maintain detailed records of deliveries and pick-ups from each tenant
- Handle inbound and outbound UPS and Fed Ex Packages and other overnight mail services.
- Maintain and service all equipment
- Provide a Quality Service Survey to all concessionaires
- Clean, maintain work area & loading dock areas of Terminal B as detailed below:

The Loading Dock Operator shall also:

- Maintain the coolers and freezers in good working condition.
- Clean loading dock surfaces at Terminal B on a daily basis.
- Clean inside fenced paved area of Terminal B on a daily basis.
- Remove snow from paved areas inside fence at Terminal B.
- Paint exterior walls adjacent to freight elevator at Terminal B as directed by the EWR Manager or their authorized represented.

CURRENT LOADING DOCK RECEIVING PROCEDURES

Hours of Operation:

3:00 AM to 3:00 PM (Monday through Saturday)

3:00 AM to 12:00 Noon (Sunday)

Receiving Hours:

3:00 AM to 12:00 NOON (Monday through Saturday)

3:00 AM to 12:00 NOON (Sunday)

**Receiving times are estimated based on the information currently at hand are subject to change.*

NOTE: Inbound vendor orders greater than 100 cases are encouraged to schedule an appointment.

If a vendor arrives without an appointment or is more than half-hour late for a scheduled appointment, he/she will be received on a first come, first serve basis.

All fresh baked goods, bread, pastries, magazines, and newsstand items be on the dock by 5:00 AM.

The driver parks his truck in the designated parking area and reports to the receiving area at the front dock area. The driver gives the bill of lading and/or packing slip to the receiving teammate, signs the "DRIVER'S LOG BOOK" and backs into an open dock as directed by the teammate. The driver is responsible for the chocking of his wheels.

The driver unloads the product into wire cages or onto pallets as the receiver verifies that the product matches the paperwork. The driver must separate the product according to storage type (dry, cooler, freezer, and security).

All goods will be checked for quality and quantity and obvious damage or quality defects (The loading dock operator is not responsible for concealed damage). Additionally, the loading dock operator will check general size/weight specs AS MARKED ON VENDOR BOXES/FLATS, ETC against the packing slip. All noted discrepancies will be recorded in the "remarks" section of the vendor invoice and on the loading dock's delivery routing report.

The Loading Dock operator will refuse no product unless a safety or sanitation hazard exists or the loading dock has received specific instructions, in writing, by the store manager. All tenants need to have the ability to claim credit after the delivery. If the vendor has an item substitution, the loading dock will receive and record it in the "remarks" section of the delivery routing report.

The loading dock receiver signs the bill of lading and releases the driver. A loading dock teammate inputs the information in the computer, prints a delivery routing report and labels and places them in the customer delivery bin. The receiver retrieves the paperwork, places the delivery labels on the merchandise and returns the routing report to the customer delivery bin. The loading dock operator/Tenant receiver transfers freight from the loading dock facility directly to the tenant's storage space. Temperature and security sensitive merchandise will be immediately placed into the freezer, cooler, or secure space, refrigerated truck if the merchandise is to be transferred from terminal A to terminal B. Note: Tenant's will be notified of delivery and send representative to their storage area to place merchandise into secured area (Tenant's maintain keys to their storage area).

Retail Merchants and Newsstands that will have product delivered to the loading dock operator from their off-site location must ensure that the totes, cases, garment bags; rolling racks, etc. are secured with a seal or lock and the store location is clearly identified. All returnable transport containers need to be stenciled with the tenant name so they can be returned to their proper location. All fragile merchandise should be marked accordingly.

The loading dock operator will note the condition of the seal/lock at the time of the delivery. Information needed on the master load sheet is the tenant name, number of cases or pallets. Upon completion, the master load sheet is returned to the supervisor's office. The supervisor files the original and makes copies for the foreman and driver.

All deliveries will be done using the two elevators in the Centralized Receiving and Delivery areas. The loading dock operator will follow rules and regulations established by the FAA and AIRPORT OPERATIONS regarding security inspections for vehicles and/or merchandise. The tenant will be responsible for the transfer and delivery of received goods from the tenant's storage space to the storefront.

Red Labeled Next Day and Overnight and Ground packages are handled as any other delivery, and will be delivered to the tenant's storage space. Many tenants already have an established account with UPS or other express mail services and use their services to PICK-UP packages. Each tenant that has an UPS account also has an UPS booklet.

When a tenant has a UPS package, they call the loading dock office and notify one of the receiving clerks. Packages must be ready for UPS pickup at the loading dock office by 3 :00 PM.

** Times are estimated based on the information currently at hand and are subject to change.

Tenants who call regarding UPS pickup after 3:00 PM will have their packages picked up by the UPS driver the following day.

For tenants who do not have an account with UPS, but wish to utilize their services, a "ONE TIME PICK UP" CAN BE ARRANGED. The tenant must call UPS and give the necessary information. Subsequently, UPS will notify the tenant of the cost. The tenant will telephone the loading dock operator and give notification of the "ONE TIME PICK UP". The loading dock operator generates a return routing report and in the "remarks" section, prints "ONE TIME PICK UP" along with an UPS cost associated with the pickup. At the time the tenant drops off the package, the loading dock operator will have the tenant sign the return routing report indicating that the loading dock operator has received the package. The loading dock operator must have payment twenty-four (24) hours before the scheduled pickup (the loading dock's warehouse teammates will not accept cash). When the UPS driver arrives at the loading dock warehouse, the driver will have a pickup record (the record will contain all the information explained to UPS on the phone). The loading dock operator will retain a receipt from the driver and it will be forwarded to the tenants' storage area for the tenant to pickup.

The loading dock operator will not pay for a CASH ON DELIVERY package delivered by UPS. It is the tenant's responsibility to make arrangements to ensure a money order is picked up by a loading dock teammate twenty-four (24) hours in advance of "UPS COD" package(s) delivery.

Returns could consist of:

1. Vendor Returns -freezer, cooler, dry goods back to the vendor
2. Dirty linen returns

Tenants must make all arrangements with their vendor prior to notifying the loading dock of any returns. It is the tenant's responsibility to have the vendor fax a copy of a return authorization specifying the item(s) approved for return to the loading dock before any arrangements can be made for a scheduled pickup. Once the tenant calls the loading dock operator to schedule a pick up, the clerk will print the returns document along with the necessary return labels and place in the "returns to be picked up" bin. The loading dock operator provides the tenant with a returns booklet. The booklet is an in-house document created to provide both the loading dock operator and the tenant with an audit trail for verification of receipt by the loading dock teammates. In addition to signing the loading dock returns routing report, the tenant must complete and sign the return booklet ticket and give the carbon copy to the loading dock teammate for proof of pickup. The returns are kept at the loading dock facility until the next delivery for when that vendor arrives, credits are issued to the tenant. Return reports are kept on site for ninety (90) days. No claims will be accepted after ninety (90) days.

Due to restrictions associated with receiving liquor/beer i.e. individuals requiring bonding; the loading dock operator will not receive alcohol.

The loading dock operator is not responsible for providing escort services.

ATTACHMENT H

Newark Liberty International Airport
EXHIBIT H-2 – TERMINAL B SALES HISTORY

<u>CATEGORY</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Food & Beverage	\$23,266,606	\$32,446,333	\$35,743,599
News & Gifts	\$9,593,651	\$12,394,801	\$13,795,162
Specialty Retail	\$3,077,652	\$3,477,447	\$3,830,931
Currency Exchange	\$17,245,074	\$17,245,074	\$20,508,112
Duty Free	\$13,435,297	\$11,256,669	\$13,465,014
Terminal B - Grand Total	\$66,618,280	\$76,820,324	\$87,342,818

ATTACHMENT H

EXHIBIT H-3 – CONCESSIONS TENANTS

Outlet Name	Product Category	Terminal Location	No. of Locations	Total Square Footage
America!	Specialty Retail	B	2	1129
Belgian Beer Café	Food and Beverage	B	1	4765
Boss Shoe Shine	Shoeshine	B	1	15
Champpps Americana	Food and Beverage	B	1	3471
City Pointe Bar	Food and Beverage	B	1	1707
Currito, Burritos w/o Border	Food and Beverage	B	1	904
Dunkin Donuts	Food and Beverage	B	2	435
EJE Travel Retail	Duty Free	B	5	7080
Famous Famiglia Pizza	Food and Beverage	B	1	960
Green Beans Coffee	Food and Beverage	B	2	1488
Hudson News	News & Gifts	B	6	5778
InMotion Entertainment	Specialty Retail	B	1	406
Java Moon	Food and Beverage	B	1	1229
Liberty Diner	Food and Beverage	B	1	3853
Lick	Specialty Retail	B	1	292
McGinley's Irish Pub	Food and Beverage	B	1	1794
Mediterranean Bistro	Food and Beverage	B	2	2420
Newark Express	Food and Beverage	B	1	312
Sandella's	Food and Beverage	B	1	337
Sims on the Go	Specialty Retail	B	1	24
Sora Japanese Cuisine	Food and Beverage	B	1	2460
Subway	Food and Beverage	B	1	1108
Swatch	Specialty Retail	B	1	1144
Travelex Worldwide Money	Services	B	1	153
Unusual Times	Food and Beverage	B	1	1144
Vino Volo	Food and Beverage	B	1	1120
Voyage	Specialty Retail	B	1	565
Wendy's	Food and Beverage	B	1	565
Zoom Systems	Specialty Retail	B	1	111

TERMINAL B TOTAL CONCESSIONS SQUARE FOOTAGE 46769

ATTACHMENT H
EXHIBIT H-4 – TEN YEAR LONG RANGE FORECAST

LONG-RANGE FORECAST				
2019-2029				
NEWARK INTERNATIONAL AIRPORT				
PASSENGERS (000'S)				
BASE GROWTH SCENARIO				
HISTORY	ACTUAL	DOMESTIC	INTERNATIONAL	TOTAL
	1990	18,841	2,566	21,407
	1995	22,779	3,920	26,699
	2000	25,788	8,306	34,094
	2001	23,483	7,543	31,026
	2002	21,848	7,471	29,318
	2003	21,782	7,760	29,541
	2004	23,035	8,954	31,990
	2005	23,713	9,366	33,079
	2006	25,605	10,029	35,635
	2007	25,614	10,753	36,367
	2008	24,222	11,139	35,361
	2009	22,543	10,817	33,360
	2010	21,717	11,477	33,194
	2011	22,190	11,508	33,697
	2012	22,837	11,147	33,984
	2013	23,717	11,299	35,016
	2014	23,763	11,848	35,611
	2015	25,688	11,805	37,494
	2016	28,218	12,345	40,563
2017	30,331	12,892	43,222	
2018	31,924	14,141	46,065	
EST 2019	32,945	14,580	47,525	
2020	33,670	14,988	48,658	
2021	34,243	15,315	49,558	
2022	34,801	15,653	50,454	
2023	35,351	15,994	51,345	
2024	35,937	16,342	52,280	
2025	36,595	16,722	53,317	
2026	37,285	17,122	54,407	
2027	38,009	17,539	55,548	
2028	38,770	17,969	56,739	
2029	39,513	18,408	57,921	
2019-2029	1.83%	2.36%	2.00%	

ATTACHMENT H

EXHIBIT H-5 – TERMINAL B CUSTOMER PROFILE

	<u>Concourse</u>		
	<u>B1</u>	<u>B2</u>	<u>B3</u>
Connecting	9%	8%	20%
Business	25%	17%	12%
International	4%	86%	100%
Mins. Avg. Dwell Time	97.1	110.2	121.6
Female	53%	60%	57%
Average Age	44	39	40
Check-in at Kiosk	25%	8%	13%
Check-in Internet/Phone	46%	31%	17%
Check-in at Main Desk	25%	54%	59%
Check-in Curbside	2%	1%	0%
<i>Top Modes of Access</i>			
Personal Car	39%	33%	29%
Rental Car	13%	4%	4%
Taxi/Limo	17%	25%	30%
Rail/Subway	8%	16%	10%
Bus/Shuttle	8%	12%	21%
Other (Uber/Lyft, etc.)	14%	11%	6%