

**THE PORT AUTHORITY OF NY & NJ**  
**PROCUREMENT DEPARTMENT**  
**ATTN: BID/PROPOSAL CUSTODIAN**  
**4 WORLD TRADE CENTER,**  
**150 GREENWICH STREET, 21<sup>ST</sup> FLOOR**  
**NEW YORK, NY 10006**

**REQUEST FOR PROPOSALS**

**ISSUE DATE: MARCH 24, 2015**

**TITLE: REQUEST FOR PROPOSALS (RFP) FOR SECURITY TRAINING SERVICES PROGRAM AT JOHN F. KENNEDY INTERNATIONAL (JFK), NEWARK LIBERTY INTERNATIONAL (EWR), LAGUARDIA (LGA), TETERBORO (TEB), STEWART INTERNATIONAL (SWF) AIRPORTS AND THE WORLD TRADE CENTER (WTC) SITE**

**RFP NO.: 41842**

**SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

**PRE-PROPOSAL MEETINGS/SITE INSPECTIONS:**

**April 9, 2015, 10:00AM - Newark Liberty International Airport (EWR)**

**April 9, 2015, 2:00PM - World Trade Center (WTC)**

**April 10, 2015, 9:30AM - LaGuardia Airport (LGA)**

**April 10, 2015, 1:00PM - John F. Kennedy International Airport (JFK)**

**QUESTIONS DUE BY: April 13, 2015 TIME: 3:00 PM**

**PROPOSAL DUE DATE: May 11, 2015 TIME: 2:00 PM**

**CONTACT: LESLEY BROWN**  
**EMAIL: lbrown@panynj.gov**

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Part II – Scope of Work

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**ATTACHMENT E – M/WBE Participation Plan**

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**ATTACHMENT G – Certified Environmentally Preferable Products/Practices**

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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 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

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

The Port Authority is hereby seeking proposals from qualified firms to provide a security training services program as more fully described herein.

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

The Port Authority is seeking to enter into a Contract with a qualified firm to provide a security training services program ("Training Program") at John F. Kennedy International (JFK), Newark Liberty International (EWR), LaGuardia (LGA) Airports, the World Trade Center Site (WTC), and optional locations Teterboro (TEB) and Stewart International (SWF) collectively referred to hereafter as the "Facilities". The Training Program shall be Instructor-led classroom training, and computerized web based training. The Computerized web-based Training Program shall support "Internet Information Services" (IIS) using web servers hosted within the Port Authority Facilities. The web hosting component of the Training Program shall support secured protocols (HTTPS) for enhanced security of digital information and training materials.

Task A requires the Contractor to prepare security training curricula or modify existing curricula as directed, prepare related instructional and testing materials as needed or directed, and regularly provide security training for employees at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and the World Trade Center. At the discretion of the Port Authority, options are provided to deliver these services at a later date to Teterboro Airport and Stewart International Airport. The Contractor shall provide a Security Instructor(s) and a Testing Proctor for the training and shall provide it within classrooms provided by and located on Port Authority properties for the Security Identification Display Area (SIDA), Issuing Officer (IO) and the WTC courses. Other potential courses noted in Task C will not require Instructors or Proctors. They will be computerized web-based and allow the student to take the course from a remote location (non-Port Authority property).

Task B requires the Contractor to develop, implement and provide computerized web-based security training services for employees at the airports cited above but not the World Trade Center. The curricula will be the same as the Instructor-led curricula. Off-the-shelf computer-based training programs, or customized software may be used as long as the specifications herein are met. The Contractor shall be required to modify the curricula and training materials for classroom and computer-based training and tests throughout the duration of the Contract to address subject matter changes and maintain currency.

Task C requires the Contractor to prepare, if elected by the Port Authority, additional security related courses including curriculum development, testing and delivery through the computerized web-based system.

**Such services will support airport and airline obligations under title 49 CFR Part 1542.**

**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 Daylight Saving Time (EDT)

As of **March 30, 2015**, the Procurement Department will be located at 4 World Trade Center (4 WTC) located at 150 Greenwich St., 21st Floor, New York, New York, 10006.

**PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY. Proposers assume all responsibility for delays or problems in delivery.**

<b><u>On or Before March 26, 2015</u></b> , proposal submissions will be received at:	<b><u>Starting on March 30, 2015</u></b> , proposal submissions will be received at:
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<p>The Port Authority of NY &amp; NJ  Attention: Proposal Custodian  Procurement Department  2 Montgomery Street, 3rd Floor  Jersey City, NJ 07302</p>	<p>The Port Authority of NY &amp; NJ  Attention: Proposal Custodian  Procurement Department  150 Greenwich Street, 21st Floor  New York, NY 10006</p>
<p>At this address, proposals will be accepted via the United States Postal Service, any delivery service, or hand delivery.</p> <p>Clearly mark the solicitation number on the outermost package.</p>	<p>At this address, proposals <b>will only be accepted via the United States Postal Service, UPS or hand delivery.</b></p> <p>Clearly mark the solicitation number on the outermost package.</p>

**No proposals will be received or accepted on March 27, 2015 at either location.**

There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening.

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

Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly.

As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated.

Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information.

The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

**D. Vendor Profile**

To ensure maximum opportunities, it is vitally important that Proposers keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their 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://panynjprocure.com/VenLogon.asp>.

#### **E. Submission of Proposals**

One (1) reproducible original (**containing original signatures and clearly designated as such**), **twelve (12) double-sided copies of the proposal and twelve (12) CDs or Flash Drives** shall 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 shall 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.

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver proposals.

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.

#### **F. Communications Regarding this RFP**

All communications concerning this RFP should be directed to the Senior Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Senior Buyer at the facility or email address listed on the cover page no later than 3:00 p.m. (EDT) on April 13, 2015.

The Senior Buyer 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 Senior Buyer 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.

#### **G. 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.

#### **H. 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 "General Contract Provisions" hereunder.

#### **I. City Payroll Tax**

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

- a. City of Newark, New Jersey for services performed in Newark, New Jersey;
- b. City of New York, New York for services performed in New York, New York; and
- c. City of Yonkers, New York for services performed in Yonkers, New York.

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

#### **J. Pre-Proposal Meeting/Site Inspections**

##### **1. Pre-Proposal Meeting:**

Any questions concerning this RFP should be submitted in writing, and may be submitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

**The Pre-Proposal Meeting is scheduled for April 9, 2015 at 10:00AM at the following location:**

**EWR - April 9, 2015**  
Building 1  
2<sup>nd</sup> Floor, Landside Conference Room  
Newark, NJ 07114

##### **2. Site Inspections**

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

**Site Inspections are scheduled as follows:**

**A. April 9, 2015 -**

**1. EWR - 10:00AM**

Building I  
2<sup>nd</sup> Floor, Laneside Conference Room  
Newark, NJ 07114

**2. WTC - 2:00PM**

116 Nassau Street  
2<sup>nd</sup> Floor  
New York, NY 10038

**B. April 10, 2015-**

**1. LGA- 9:30AM**

Central Terminal Building (CTB)  
3<sup>rd</sup> Floor, 3577 Conference Room (next to Learn Center)  
Flushing, NY 11371

**2. JFK – 1:00PM**

Building 14  
3<sup>rd</sup> Floor, Main Conference Room  
Jamaica, NY 11430

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 Ms. Courtney Fong at [cfong@panynj.gov](mailto:cfong@panynj.gov) no later than 12 noon (EDT) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

Maximum two (2) individuals per company are allowed to attend. Two (2) valid forms of photo ID are required with one form being a driver license/state identification card or passport to attend the pre-submittal meeting and facility inspections.

Individuals planning to attend should RSVP as set forth above, and include all of the following information:

- a. Legal First and Last name
- b. Company Name
- c. Phone Numbers (office and/or cell)
- d. Email address
- e. Which site inspection(s) he/she will attend

Please note buses may be reserved for the site inspections. Therefore, it is imperative that interested individuals RSVP in advance. Failure to provide complete and correct information may result in individuals being denied attendance.

It is highly recommended attendees arrive thirty (30) minutes prior to the start of the Pre-Proposal Meetings and Site Inspections.

#### **K. Available Documents**

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

A conformed copy of the existing Security Audit and Training Services Contract, Contract # 4600006735.

The above document will be made available for examination at the Port Authority's 4 World Trade Center location. Contact Ms. Courtney Fong at cfong@panynj.gov Monday through Friday. Appointments shall be made at least twenty four (24) hours in advance of the requested Contract examination date. The Contract may not be duplicated or removed from the World Trade Center facility. The Contract may only be viewed between the hours of 8:00 a.m. to 3:00 p.m. Individuals are limited to a one (1) hour Contract review period.

Note: Any individuals viewing the existing Contract shall sign and submit a Non-Disclosure Agreement.

These document(s) were not prepared for the purpose of providing information for Proposers on this RFP, but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this RFP. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for inferences or conclusions drawn therefrom. They are made available to Proposers merely for the purpose of providing them with such information, whether or not such information may be accurate, complete, pertinent or of any value to Proposers.

#### **L. Additional Proposer Information**

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

<http://www.panynj.gov/business-opportunities/become-vendor.html>

#### **M. Contractor Staff Background Screening**

The Contractor awarded this contract will 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 subcontractor) 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 shall be reimbursable to the Contractor (and its

subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. The Transportation Security Clearinghouse (TSC) which the Port Authority uses for the Criminal History Records Check (CHRC) and Security Threat Assessment (STA) checks for employees seeking SIDA badges satisfy the background screening requirement for staff working on the aviation portion of this Contract. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

## 2. PROPOSER PREREQUISITES

The Port Authority will only consider proposals from Proposers demonstrating compliance with the following:

A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the management and operation of a security training business engaged in providing these services to commercial and industrial accounts under contract.

The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a 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 one (1) contract for **security (or similar) training services**.

C. The Proposer shall demonstrate satisfactory completion of at least two (2) contracts for the development of a **computer-based training system** to commercial and industrial accounts under contract. Each contract must have been completed within the five (5) years prior to the date of Proposal submission.

D. The Proposer shall demonstrate that it has earned gross revenues of at least one million dollars (\$1,000,000) for each of the last three (3) fiscal or calendar year(s) from the type of services or products described herein.

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

itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite.

If the proposal is submitted by a common law joint venture, meaning 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 shall 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 shall provide documentation of their legal status.

**In the case where a company proposes the use of subcontractors, the company's proposal will be evaluated on the company's merits, not that of any subcontractor.**

All Proposers shall 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.

### **3. 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 Port Authority may require a form of financial guarantee as part of its determination hereunder, such as a parental guarantee or Letter of Credit. 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 three (3) years or the Proposer's most recent fiscal three (3) year.
- (2) Where the certified financial statements in (1) above are not available, then either 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, 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.

#### **4. 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. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

##### **A. Cost**

The Total Estimated Contract Price as submitted on the Cost Proposal Form.

##### **B. Technical Expertise and Experience**

The degree and extent to which the Proposer and its management has relevant and successful experience in providing security training, classroom training, and computer-based training services for a contract of similar scope. The extent to which the Proposer has experience transitioning classroom based training programs to computer based training. Prior experience in development of trainers, training and curriculum for institutional training programs.

##### **C. Staffing and Management Approach**

The clarity and feasibility of the Proposal to supply the required services, which shall include the Proposer's management philosophy and management approach, approach to the delivery/implementation of the contemplated training services; proposed service standards, concepts and procedures to obtain a high level of service and quality of training; effectiveness of the proposed Training Program and methodology; quality control / quality assurance initiatives, and relevant metrics, analysis, data calculations, graphs, and other supporting data; recruiting and retention procedures, self-assessment plan, workplace safety programs.

##### **D. Business Risk**

The Proposer's ability to mitigate and eliminate business risk. The degree of business risk assumed by the Port Authority, including but not limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract and 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 the training services at each facility.

#### **5. M/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 Businesses

(WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

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

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

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

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

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

- 1) Dividing the services and materials to be procured into small portions where feasible;
- 2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- 4) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- 5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as Attachment E.

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBEs: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.

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

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

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4<sup>th</sup> Floor, New York, NY 10003. The application is available online at <http://www.panynj.gov/business-opportunities/sd-become-certified.html>. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to [certhelp@panynj.gov](mailto:certhelp@panynj.gov). Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

## **6. CERTIFICATION OF RECYCLED MATERIALS PROVISION**

Proposers shall submit, with their proposal, Attachment G the "Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental

Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

### **Recycling Definitions:**

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

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

## **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 special partners are;

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, 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 shall 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 B, Part III "General Contract Provisions", of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

### **E. Documentation of Proposer Prerequisites**

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

### **F. Proposal**

The Proposer shall submit a proposal that details and clearly describes its experience and capability to perform the security training services 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. Cost Proposal**

The Proposer shall submit a cost proposal indicating the compensation it expects to receive. The Cost Proposal shall be complete, include all Cost Proposal Forms supplied in this solicitation, and be inclusive of all work required in this RFP and shall include, but not be limited to, material and labor costs, any wages, salaries, health benefits and other supplemental benefits, overheads, profits, etc.

Cost proposal forms shall be submitted in both hard copy and in electronic spreadsheet format in Excel 2007 or later. Electronic version shall include calculations and summation for ease of reviewing the cost proposal forms.

#### **2. Technical Experience**

The Proposer shall submit information to allow the Port Authority to evaluate it with respect to the technical expertise and experience as more fully set forth in Section 4 above "Evaluation Criteria and Ranking". The Proposal should include, but not be limited to, the Proposers technical expertise and experience in delivering:

- a. Training in classroom environment
- b. Computer based training
- c. Transition from classroom to computer based training
- d. Training and curriculum development

#### **3. Staffing and Management Approach – The Proposer shall submit a plan which will contain the following:**

1. A description of how Proposer will deliver/implement training services described in the RFP
2. Service standards, concepts and procedures that Proposer intends to implement in order to obtain a high level of service and quality of training
3. A description of how Proposer will evaluate its training methods, practices, materials, curricula, etc. to verify the effectiveness of the proposed Training Program and proposed metrics, analysis, data calculations, graphs, and other data relevant to the analysis of same.

4. A description of how the Contractor will manage its staff through:
  1. Quality assurance and control programs
  2. Recruiting and retention procedures
  3. Self-assessment plan
  4. Workplace safety programs
5. Sample monthly status reports of how the computer-based system is performing, status reports of the student testing results, training manuals to train employees and students, training curricula, etc.
6. An organization chart which shows how the services in the RFP will be implemented and provided
- g. A description of the ability to provide services concurrently at the airports and the World Trade Center
- h. A description of how it will meet:
  1. Insurance requirements set forth in the "Insurance Procured By The Contractor"
  2. The proposed M/WBE Participation Plan
  3. The proposed Certified Environmentally Preferable Products/ Practices Form

#### **4. Business Risk**

The Proposer shall submit risk assessment, succession plans and any other relevant documentation that assess the Proposer's 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 assessment should provide sufficient information to allow the Port Authority to assess the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of the Contract.

The Firm shall provide any information related to business risk which the Firm believes would be helpful to the Port Authority in the evaluation of its submittal.

#### **G. 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.

#### **H. Acceptance of Standard Contract Terms and Conditions**

The Port Authority has attached to this RFP as Attachment B, Part III, General Contract Provisions governing the Contract. The Proposer is expected to agree with these General Contract Provisions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Port Authority is under no obligation to entertain or accept any such exceptions. 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.

#### **I. M/WBE Plan**

The Proposer shall submit an M/WBE Plan in accordance with the M/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 shall identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. The Proposer is also responsible for identifying and reporting any further tier subcontractors (subcontractors of subcontractors) to the Port Authority. All subcontractors must be approved by the Port Authority.

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

#### **H. References**

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, 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. (see Attachment D).

#### **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 shall 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 years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional one-hundred twenty (120) 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 (1) 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.

**P. Individual 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 and submit a mitigation plan addressing that 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.

In the opinion of the Authority, any Proposer performing construction management, general contracting, design, environmental and/or management services in any capacity for the Authority or other WTC stakeholders/owners responsible for building portions of the WTC site, such as the Lower Manhattan Development Corporation (LMDC), the New York State Department of Transportation (NYSDOT), WTC Net Lessee, has a potential conflict of interest. However, a Proposer who has a business relationship as indicated above, and believes that it can provide a mitigation plan that would address the conflict of interest shall submit such plan for evaluation to the Authority with its Proposal.

It is envisioned and recommended that the following items/concepts be addressed in a proposed mitigation plan where a conflict or the appearance of a conflict of interest may in the future, or does currently exist:

1) A proposed organizational chart/structure/firewall designed to keep staff and resources separate, as specific by project, and to allow for no overlap between team members and resources including, but not limited to: equipment, materials, staffing, laydown areas, and office facilities on said projects.

2) Specific plan(s) intended to maintain the separation and integrity, as specific by project, of the following to include, but not be limited to: confidential and/or privileged information, documents, plans, drawings, estimates and other financial data.

- 3) Specific plan to maintain proper and independent billing procedure(s) designed to address the avoidance of double and improper billings.
- 4) Specific plan to educate employees, on all levels, of the importance of said mitigation plan to promote the awareness and importance of mitigation and its roll in preventing fraud, waste, and abuse, and verification of such education/training and individual understanding.
- 5) Specific plan to internally oversee and/or audit the above-listed plans and procedures to ensure compliance.
- 6) Specific contingency plan, notification, and approval process for cases where there is a necessary, reasonable, and business related purpose for overlap in and/or sharing of staff members and/or resources.
- 7) Specific contingency plan addressing a direct or suspected violation of said mitigation plan. All violations must be reported to the Port Authority, including its Inspector General.
- 8) The Contractor shall ensure that any subconsultant/subcontractor must cooperate with the Port Authority's Inspector General and its Integrity Monitor, in auditing the mitigation plan for compliance. This cooperation must include access to all necessary documentation and interviews of employees.

The 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 Authority's determination regarding any questions of conflict of interest will be final.

As used herein, "Integrity Monitor" shall mean a private firm hired to assist the Office of Inspector General in preventing and detecting fraud. There are two applications for an Integrity Monitor. First, an Integrity Monitor is assigned to prevent or detect fraud on a specific project - for example all Port Authority projects at the World Trade Center site have an integrity monitor. Second, the Port Authority has required contractors with integrity issues to retain at their own cost an Office of Inspector General-approved Integrity Monitor as a condition of being awarded contracts.

**Q. Organizational Conflict of Interest**

- (1) The resultant contract to this RFP may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the Agreement may, without some form of restriction on future activities, result in an unfair competitive advantage to the Proposer.
  - a. The Contractor shall have access to confidential and/or sensitive Authority information in the course of performing this Agreement. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during Agreement performance. The Contractor agrees to protect all such information from disclosure even after Contract

expiration or termination unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.

b. To the extent that the Contractor either (i) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (ii) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to complete.

(2) A Proposer, by submitting its proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, agrees not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

(3) If the Authority determines that a Contractor has violated any term of this clause entitled "Organizational Conflict of Interest", the Authority may take any appropriate action available under the law or regulations to obtain redress including, but not be limited to, requiring the Proposer to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority, determining the Proposer ineligible to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Proposer's actions under the resultant Contract or violations of this numbered clause, or terminating such contract, in whole or in part.

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority revised Freedom of Information Policy adopted by the Port Authority's Board of Commissioners on October 22, 2014, or as may be amended, which may be found on the Port Authority website at: [http://www.panynj.gov/corporate-information/pdf/board\\_minutes\\_102214.pdf](http://www.panynj.gov/corporate-information/pdf/board_minutes_102214.pdf), not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Policy, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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**ATTACHMENT B  
PART I  
CONTRACT SPECIFIC TERMS AND CONDITIONS  
FOR SECURITY TRAINING SERVICES PROGRAM**

**Section 1. General Agreement**

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Services required by this Contract as more fully described in the Scope of Work, Attachment B Part II, at the location(s) listed herein, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

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

**Section 2. Specific Definitions and Acronyms**

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

"Administrators" shall mean staff designated by the Port Authority will be responsible for managing the computer based training database. For more information regarding system administration duties, please refer to Exhibit I.

"API" shall refer Application Programming Interface

The term "ASM", "Airport Security Manager", "Airport Security Managers", "Director", "General Manager", "Manager", "Port Authority Manager", "WTC Manager" shall mean a Port Authority employee designated by the Port Authority to manage all aspects of this Contractor or his/her successor in duties for this purpose of this Contract, acting personally or through his/her duly authorized representative.

"BOR" shall refer to Breach of Rules

"CFR" shall refer to Code of Federal Regulation

"Contractor" shall mean the Port Authority's Contractor awarded this Contract to provide the specified services under this Contract

"Business Day" shall mean Monday to Friday between 6:00 to 18:00 (6:00am to 6:00pm)

"Employees", "Staff" shall refer to employees of the Contractor

"EWR" shall refer to Newark Liberty International Airport

"FAA" shall refer to the Federal Aviation Administration

**“Facility” or “Facilities” shall mean:**

- a) John F. Kennedy International (JFK) and LaGuardia (LGA) airports located in the borough and county of Queens in the city and state of New York
- b) Newark Liberty International (EWR) Airport in the cities of Newark (Essex County) and Elizabeth (Union County), in the state of New Jersey
- c) Stewart International (SWF) Airport located in the county of Orange in the city of Newburgh in the state of New York
- d) Teterboro (TEB) Airport located in the county of Bergen in the cities of Teterboro and Moonachie, state of New Jersey
- e) World Trade Center (WTC) located in the borough of Manhattan in the city and state of New York

**“IMCS” shall refer to Identity Management and Credentialing System**

**“IO” shall refer to Issuing Officers/Signatory Authority**

**“JFK” shall refer to John F. Kennedy International Airport**

**“Labor”** means any Contractor employees directly employed to perform services related to the work described herein. The Manager or his/her designee has the authority to determine what employees of any category are required for “Extra Work” and as to the portion of their time allotted to Extra Work; and “cost of labor” means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers’ compensation premiums paid pursuant to law.

**“LGA” shall refer to LaGuardia Airport**

**“Materials”** means temporary and consumable materials as well as permanent materials; and “cost of materials” means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

**“MMF” shall refer to Monthly Management Fee**

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

“ODBC” shall refer to Open Database Connectivity

“PA” or “Port Authority” shall refer to Port Authority of New York & New Jersey

“PONYA” shall refer to Port of New York Authority

“Project Manager” shall mean a Contractor employee assigned to oversee this Contract on behalf of the Contractor.

“SD” shall refer to Security Directives issued by the TSA

“Security Instructor” shall mean a Contractor employee assigned to perform Training Program services under this Contract.

“Security Proctor”, “Testing Proctor” shall mean a Contractor employee who will administer the web based training.

“SIDA” shall refer to Security Identification Display Area

“SOC” shall refer to Security Operations Console

“SWF” shall refer to Stewart International Airport

“TEB” shall refer to Teterboro Airport

“TSA” shall refer to the Transportation Security Administration

“TSR” shall refer to Transportation Security Administration Regulation

“WTC” shall refer to the World Trade Center

### **Section 3. Description of Services**

The Contractor shall provide security training services at Port Authority’s Aviation facilities and the WTC Site. At the start of the Contract, services will be required only at JFK, EWR, LGA and the WTC Site. The Port Authority reserves the right to request that such training services be performed for Teterboro (TEB) and Stewart International (SWF) Airports at a later date within the Contract period. Such services at aviation facilities will support airport and tenant security training obligations under title 49 CFR Part 1542.

This contract scope is divided into Tasks A, B and C. Task A deals with Instructor-led classroom training and Task B deals with the development and implementation of computerized web-based training. Task C provides for potential additional course development and delivery through a computerized web-based system.

Task A requires the Contractor to prepare security training curricula or modify existing curricula as directed, prepare related instructional and testing materials as needed or directed, and regularly provide security training for employees at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and the World Trade Center. Options are provided to deliver these services to two additional airports at a later date at Port Authority

discretion. The Contractor shall provide a Security Instructor(s) and a Testing Proctor for the training and will provide it within classrooms provided by and located on Port Authority properties for the SIDA, Issuing Officer and the WTC courses. Other potential courses noted in Task C will not require Instructors or Proctors. They will be computerized web-based and allow the student to take the course from a remote location (non-Port Authority property).

**Note:** While the Port Authority presently requires the Contractor to perform training services at the WTC Site, it is anticipated that the levels for these services will cease or be required on less frequent periodic basis during the duration of this contract. The Contractor acknowledges that it has taken into account this information and the potential for fluctuation when submitting its Cost Proposal for these services and further acknowledges that it is required to provide said services upon request of the Port Authority at the prices cited in the Pricing Sheet(s) and accepted by the Port Authority, for the term of this Contract.

Task B requires the Contractor to develop, implement and provide computer-based security training services for employees at the Port Authority facilities outlined, but not the World Trade Center site. The computerized based training application shall be furnished and installed on Port Authority provided servers and workstations connected to the agency network located in the training facility.

Task C requires the Contractor to prepare, if elected by the Port Authority, additional security related courses including curriculum development, testing and delivery through the computerized web-based system.

The Training Program shall be web-based and shall support "Internet Information Services" (IIS) using Web servers hosted within the facilities. The web-hosting component of the Training Program shall support secured protocols (HTTPS) for enhanced security of digital information and training materials.

Please refer to Attachment B: Part II, "Scope of Work" for full description of services required under this Contract.

The Contractor shall provide the security training services at such times and places and in such a manner as the Port Authority shall direct or approve in accordance with the terms and provisions hereof. The Contractor shall immediately correct any aspect of the service which shall have been determined to be unsatisfactory hereunder or which, in the opinion of the Port Authority, is likely to result in unsatisfactory performance of services hereunder.

#### **Section 4. Duration of Contract**

- (a) The term of the Contract (hereinafter called the "Base Term") is for five (5) year period and is estimated to commence on November 1, 2015 at 12:01 a.m. (said date and time hereinafter sometimes called "the Commencement Date") and unless sooner terminated or revoked or extended as provided in Paragraph (b) and (c) hereof shall expire on October 31, 2020 at 11:59 p.m. (said date and time hereinafter sometimes called the "Expiration Date").
- (b) The Port Authority shall have the right to extend this Contract for two (2) one (1) year Option Periods to October 31, 2022 (hereinafter called the "Option Period") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph

entitled "Escalation/Price Adjustment." If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one (1) Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

- (c) The Port Authority shall have the right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

#### **Section 5. Payment**

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

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

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

- b) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any

time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

- c) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion, elect to deduct said sum(s) from any subsequent monthly payments payable to the Contractor hereunder.
- d) The manner of submission of all invoices for payment to the Contractor by the Port Authority for services rendered under this Contract shall be subject to the approval of and verification by the Port Authority in all respects, including, but not limited to, format, breakdown of items presented, supporting documentation for all work performed, and verification of records. The Port Authority shall have the authority to decide all matters of fact or questions pertaining to any invoice and shall have the right to make adjustments in compensation to such invoices as necessary to ensure correct payment to the Contractor.
- e) It is expressly understood and agreed that all costs of the Contractor of whatever kind of nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the security training services or otherwise under this Agreement, shall be borne by the Contractor without compensation or reimbursement from the Port Authority, except as specifically herein before set forth in this Section. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

Payment for the development and implementation of a computer-based security training system shall be in accordance with the Contractor's Cost Proposal, accepted by the Port Authority, and made a part of this Contract, for same. The Contractor may only invoice the Port Authority for milestone payments and services provided related to the computer-based system upon acceptance by the Port Authority.

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

- g) All services performed by the Project Managers and other management staff shall be included in the Monthly Management Fee and are not separately billable. Services performed by other titles such as "Security Instructor" and "Security Proctor" are to be paid at the applicable hourly rates accepted by the Port Authority. However, should the Project Manager delegate any of his/her job duties to any non-management Contract staff, the performance of those services will still be covered under the Monthly Management Fee.

**Section 6. Escalation/Price Adjustment**

All Contract prices submitted by the Contractor and agreed to by the Port Authority, shall be applicable to the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the one hundred twenty (120) day Extension Period as described in Section 3 hereof entitled "Duration") the Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first Option Period of the Contract, the Price Index shall be determined for the months of April 2019 and April 2020. The Contract prices for Supplemental Work and Operational Usage payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for April 2019 and the denominator of which is the Price Index for April 2019. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second Option Period of the Contract, the Price Index shall be determined for the months of April 2020 and April 2021. The Contract prices for Supplemental Work and Operational Usage payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for April 2020 and the denominator of which is the Price Index for April 2021. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three percent (3%) per annum nor less than zero (0%) percent per annum.

The amounts payable to the Contractor for the one hundred twenty (120) day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable to such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to the Port Authority excess amounts theretofore paid by the Port Authority for such period.

**Section 7. Holidays**

The following holidays will be observed at the Site of the Work:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

and such other days as may be declared holidays by the legislature of the state in which the work is to be performed. This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the Port Authority Manager

No work shall be performed on a holiday without the Port Authority's Manager's approval. The Port Authority reserves the right to order work on a Holiday.

Contractor employees who work directly under this Contract shall not receive additional compensation for services provided on a Holiday.

**Section 8. Extra Work**

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

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

If the Contractor performs Extra Work which was approved by the Port Authority, the Contractor shall submit a separate invoice to the Port Authority. The invoice package shall contain at minimum the following:

- a) A description of the work performed
- b) The title and employee name who performed the work
- c) The unit price multiplied by the duration of time the work was performed
- d) The total amount due
- e) The date(s) the work was performed
- f) Company name
- g) Any supporting documentation (reports, records, receipts, etc.)

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the Labor,

and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work at cost to the Contractor; (4) if the Extra Work is performed by a subcontractor, a five percent (5%) markup of the sum of the amounts under (1) through (3) above in lieu of the (10%) due the contractor if the work were performed itself.

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

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

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

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager at least twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work. The Contractor shall not commence any Extra Work or any work it considers Extra Work unless it receives written approval from the Port Authority Manager.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within seven (7) days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 24 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

**Section 9. Increase or Decrease in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be no less than 24 hours prior oral notice (to be confirmed in writing) or by written notice not less than 30 days, said changes to be effective upon the date specified in said notice. In the event that such increase in hours requires that the Contractor hire and train additional staff, the Contractor will be given up to thirty (30) days to arrange for employees to be hired, trained and on duty. Additional conditions shall apply to the increase or decrease the number of hours. Training costs and expenses for new staff are to be paid by the Contractor at no separate reimbursable charge to the Port Authority. Payment for such additional Security Instructor hours shall be at the same hourly rate then in effect.

The Port Authority, at its discretion may add, delete or modify locations and/or Facilities in New York and New Jersey.

In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s). In the event that an increase or decrease in areas or frequencies results in the addition or removal of a Facility, management fees and other expenses associated with the addition or removal of a Facility shall be adjusted to reflect such change in areas or frequencies.

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

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

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

**Section 10. Liquidated Damages**

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

Failure of the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

a. **Failure to Provide Required Titles or Perform Title Functions**

In the event the Contractor fails to provide any of the required titles listed in this Contract, or perform any of the applicable title functions listed in this Contract, then inasmuch as the damage and loss to the Port Authority, including disruption of the operation at the Facility and disruption of Security at the Facility, which will result from the failure to provide the required staff or non-performance of the portion of the Service not performed, cannot be easily calculated and may be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two-hundred percent (200%) of the applicable hourly charge or charges set forth in the Contractor's Pricing form, accepted by the Port Authority, as the same may have been adjusted, by the number of hours or major fractions thereof that the Contractor fails to provide the Services (it being understood that in no event shall any

amount be payable by the Port Authority for Service hours not actually provide by the Contractor), said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to-time, in its sole discretion.

b. **Failure to Meet System Implementation Schedules**

In the event that, for any reason, the Contractor fails to adhere to the system implementation schedule(s) and complete system implementation in its entirety by Contract completion dates, then inasmuch as the damage and loss to the Port Authority, including disruption of the operation at the Facility and disruption of Security at the Facility, which will result from the failure to adhere to the system implementation schedule(s) and complete system implementation in its entirety by Contract completion dates, cannot be easily calculated and may be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two-hundred percent (200%) of the applicable title hourly charge or charges set forth in the Cost Proposal form, accepted by the Port Authority, as the same may have been adjusted, by the number of hours or major fractions thereof the Contractor fails to meeting the implementation schedule or complete system implementation. Said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to-time, in its sole discretion.

c. **Failure to Meet Personnel Qualifications**

In the event that, for any reason, the Contractor fails to have its employees meet or maintain the applicable personnel qualifications in this Contract, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the Security at the Facility, which will result from such failure to provide staff meeting or maintaining the personnel qualifications, cannot be easily calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per day multiplied by the number of days or major fractions thereof the Contractor fails to have its employees meet or maintain the applicable personnel qualifications in this Contract. The said amount or amounts are to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

d. **Failure to Develop/Update and Submit Training Curricula**

In the event that, for any reason, the Contractor fails to develop or update, complete and submit accurate training curricula by a mutually agreed upon date between the Contractor and the Port Authority, then, inasmuch as the damage and loss to the Port Authority, including disruption of the Security operations of the Facility, which will result from such non-performance, cannot be easily calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per day multiplied by the number of days or major fractions thereof the Contractor fails to develop or update, complete and submit accurate training curricula. The said amount or amounts are to be deducted from

any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

e. **Failure to Provide Documentation, Reports, Records or Invoices**

In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority or fails to submit and/or secure any accurate and correct documentation, reports, records or invoices as required, then, inasmuch as the damage and loss to the Port Authority, including disruption of the Security operations of the Facility, which will result from such failure to maintain or provide records, reports, documentation and the like, , cannot be easily calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars (\$100.00) per day documentation, report or records are not provided multiplied by the number of days or major fractions thereof that the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

For additional liquidated damages, please refer to Attachment B, Scope of Work, Part II, Task B, Section P – Service Level Agreement.

Nothing contained in this Section and the Service Level Agreement section referenced above, nor the exercise of any right by the Port Authority hereunder, shall be deemed to be a waiver or relinquishment of any rights by the Port Authority or any other right it may have hereunder including any right to terminate this agreement based on the Contractor's breach or at law or in equity.

**Section 11. Manager Authority**

The Port Authority Manager shall, at all times, have the authority to request a Contractor's employees be removed from the site or re-assigned to another position based upon job performance or violation of WTC Site requirements, Airport Rules and Regulations or Contract requirements. In the event the Port Authority Manager disapproves of any individual, the Contractor shall substitute said individual with an approved replacement. In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Port Authority Manager as directed and shall perform the Contract to the satisfaction of the Port Authority Manager at such times and in such manner and sequence as she/he may require, and the Contractor's performance shall at all stages be subject to her/his inspection. The Port Authority Manager shall determine the amount, quality, acceptability and fitness of all parts of the Service and shall interpret the specifications and any orders for extra work. Upon request, the Port Authority Manager shall confirm in writing any oral order, direction, requirements or determination.

**Section 12. Identification Requirements**

The Contractor shall require each of its employees working under this Contract to maintain an applicable and valid facility issued ID(s). Security Instructors and Proctors shall carry the ID on his/her person at all times while performing security training services in accordance with this Contract.

All personnel assigned by the Contractor shall have in their possession, at all times while providing services under this Contract, their company ID card and unexpired airport or WTC ID card.

The airport and/ or WTC ID card shall be available for presentation to any Port Authority or other government, airport, airline, or service company personnel upon request.

**Section 13. Security of Information Plan**

Contractor shall secure all documents and information relating to, and throughout the duration of this Contract in accordance with the Port Authority Information Security Handbook requirements. The Contractor shall submit electronically and via hard copy to the Port Authority a plan which details how it will secure all Contract documentation and information no later than sixty (60) days after Contract commencement. The Port Authority must approve this plan. The Contractor shall refer to and comply with the Port Authority Information Security Handbook requirements.

**Section 14. Confidentiality – Proprietary Information**

The Contractor shall consider information obtained and used for the composition of any reports, manuals, and other materials during the term of this Contract as confidential and proprietary, including such reports, manuals and other materials. The Contractor agrees that it will not, and that it shall take reasonable measures to ensure that its employees, agents and representative shall not, during or after the term of the Contract, permit the duplication, use or disclosure of any such information or materials to any person (other than its own employees, agents or representatives who must have such information) unless such duplication, use or disclosure is specifically authorized by the Port Authority. In addition, employees of the Contractor shall not leave the facility premises with such information. This includes but is not limited to reports, analyses, data, and other information, whether written, printed, electronically or magnetically stored, or transmitted verbally.

Upon termination or expiration of the Contract, the Contractor shall surrender to the Port Authority any and all information and records pertaining to the services conducted for this Contract. This includes but is not limited to reports, analyses, data, and other information, whether written, printed, electronically or magnetically stored, or transmitted verbally.

All Contractor's personnel and approved subcontractors that are directly or indirectly involved in this Contract are required to sign the Port Authority Non-Disclosure Agreements.

**Section 15. Materials, Supplies and Equipment**

The Contractor shall be responsible for any equipment or furniture issued by the Port Authority. If such issued equipment is unusable due to misuse or negligence on the part of the Contractor, then the Contractor may be required to reimburse the Port Authority. All issued equipment will be tagged and logged on forms specified by the Port Authority.

The Contractor shall provide, at its own expense, a means by which the Port Authority can contact the Project Manager. A contact phone number shall be provided with a working voicemail.

The Contractor shall provide all office supplies and equipment (copiers, scanners, etc) for its own administrative office use.

Materials and equipment such as copies, pens, pencils, laptops and projectors that are used for the delivery of security courses listed under Section 2, Contract Work Tasks, Paragraph A Services Requested - Training Programs for Airport and WTC Employees, will be provided by the Port Authority.

The Contractor shall subscribe to an electronic mail service such that correspondence can be transmitted thereby. All security correspondence related to security training, locations of files, reports, monthly reports, etc., shall not be transmitted via electronic mail unless Port Authority approval is given. The Contractor shall transmit such information via the Port Authority secure web portal.

All technology equipment, hardware and software shall meet the Port Authority's Technology Services Department's Standards and Guidelines attached hereto as Attachment H and System Administration Guide as Attachment I.

**Section 16. Space Provided to the Contractor**

The Port Authority may, at its sole discretion and subject to availability at the facility, furnish the Contractor without charge exclusive or non-exclusive space ("Space") for administrative office purposes in connection with this Contract and for the storage of the Contractor's equipment, materials and supplies used at a facility, which Space shall be taken by the Contractor in its "as is" condition.

The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation to do so) to enter thereon to make ordinary repairs and in the event of an emergency to take such action therein as may be required for the protection of persons and property. The Port Authority, its officers, employees and representatives shall have the right at all times to enter upon the Space provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or duty which the Port Authority may be obligated to have the right to do under this Contract or otherwise. The Port Authority shall have the right, from time to time, to re-designate the location of the Space and the Contractor shall, at its own expense, comply therewith.

The Contractor shall repair all damage to the space and all damage to fixtures, improvements and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this agreement or by acts or omissions of the Contractor, its officers, agents, employees or representatives whether the damage occurs during the course of their employment by the Contractor or otherwise.

Upon the expiration or earlier termination or revocation of this Contract or upon a change of Space or termination of the right to use the Space, the Contractor shall remove its equipment, materials, supplies, and other personal property from the Space. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, or upon a change of Space or termination of the right to use Space, the Port Authority may dispose of such property or waste, remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand.

The Contractor shall not perform any maintenance (excluding cleaning) and repairs, nor erect any structures, make any improvements or do any other construction work on the Space provided to the Contractor hereunder or elsewhere at the Airport or alter, modify or make additions or repairs to or replacements of any existing structures or improvements, or install any fixtures (other than trade fixtures, removable without injury to the Space) without the prior written approval of the Port Authority and in the event any construction, improvements, alterations, modifications, additions, repairs or replacements are made without such approval, then upon notice so to do, the Contractor shall remove the same, or at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Contractor to comply with such notice, the Port Authority may undertake the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand.

Nothing in the Agreement contained shall give the Contractor the right to sell, and the Contractor shall not sell, or permit to be sold, any merchandise at or on the Space. Nothing in this Agreement contained shall give any right to install, and the Contractor shall not install or permit to be installed, any vending machines or devices at or on the Space.

Upon the expiration or earlier revocation of this Agreement, or upon a change in location constituting the Space, the Contractor shall promptly vacate the area then constituting the Space and leave the same in the condition existing when it was made available to the Contractor, reasonable wear and tear excepted.

**Section 17. Contractor's Vehicles – Parking**

Contractor employees shall use their own personal or company provided vehicle to drive to and from sites of work. Free parking at airports may be provided but it is not guaranteed. The Contractor will receive no additional compensation for the use of personal vehicles.

If there is a parking and/or transportation charge to the Contractor or its employees, the Port Authority will not reimburse the cost(s) or expense(s).

Contractor vehicles will not be Port of New York Authority (PONYA) plated as Contractor employees are prohibited to travel onto the secure areas of the airport with their vehicles. No parking is available at the WTC Site.

**Section 18. Employee Uniforms and Appearance**

Dress for the Project Managers, Security Instructors and Proctors shall be business attire.

**Section 19. Transitioning Services at Start/Termination of the Contract**

The Contractor shall support an orderly transition from the existing Contractor providing the services to the new Contract. The Contractor is expected to actively participate in discussions and agree to written plans, which clearly specify the transition period and responsibilities.

**Section 20. Safety Provisions**

For the safety of everyone in the facility environment, no staff assigned to this Contract shall work more than twelve (12) hours per day on any day, on work associated with this Contract. The Contractor is required to adhere to WTC safety provisions, policies and procedures. Subsequent to Contract award, the Contractor is required to contact the WTC Manager for more information.

**Section 21. Site Specific Recycling and Trash Removal**

In addition to the trash removal requirements listed in Attachment B, General Contract Provisions, the Contractor is required to properly dispose of any materials which are considered sensitive, confidential, etc. Please refer to the Port Authority Security Information Handbook for more detailed disposal procedures.

**Section 22. Additional Conditions**

The Contractor and its employees working directly under this Contract are prohibited from working for another business or tenant at the Port Authority airports, or WTC, unless the Port Authority gives written approval.

**ATTACHMENT B  
PART II – SCOPE OF WORK  
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## SCOPE OF WORK

### Section 1. Description of Services

The Contractor shall provide security training services through Instructor-led (“classroom”) and computerized web-based training for employees working at the Port Authority’s airports and at the World Trade Center. Such services at aviation facilities will support airport and tenant security training obligations under title 49 CFR Part 1542.

This contract scope is divided into three tasks: Task A, Task B and Task C. Task A deals with Instructor-led classroom training and Task B deals with the development and implementation of computerized web-based training. Task C provides for potential additional course development and delivery through a computerized web-based system.

Task A requires the Contractor to prepare security training curricula or modify existing curricula as directed, prepare related instructional and testing materials as needed or directed, and regularly provide security training for employees at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and the World Trade Center. At the discretion of the Port Authority, options are provided to deliver these services at a later date to Teterboro Airport and Stewart International Airport. The Contractor shall provide a Security Instructor(s) and a Testing Proctor for the training and shall provide it within classrooms provided by and located on Port Authority properties for the Security Identification Display Area (SIDA), Issuing Officer (IO) and the WTC courses. Other potential courses noted in Task C will not require Instructors or Proctors. They will be computerized web-based and allow the student to take the course from a remote location (non-Port Authority property).

Task B requires the Contractor to develop, implement and provide computerized web-based security training services for employees at the airports cited above but not the World Trade Center. The curricula will be the same as the Instructor-led curricula. Off-the-shelf computer-based training programs, or customized software may be used as long as the specifications herein are met. The Contractor shall be required to modify the curricula and training materials for classroom and computer-based training and tests throughout the duration of the Contract to address subject matter changes and maintain currency.

Task C requires the Contractor to prepare, if elected by the Port Authority, additional security related courses including curriculum development, testing and delivery through the computerized web-based system.

The computerized web-based security training sessions specified in Task B shall be held in classrooms located on Port Authority properties, as in Task A, but users will access the Training Program by using a PC/laptop, rather than participating in a class led by the Security Instructor. Proctors for the testing of students shall be provided by the Contractor under both Instructor-led classes and computer-based instruction.

Note: The Contractor shall provide the classroom services required under Task A and Task B throughout the duration of the Contract, but it is expected classroom training will be reduced in frequency, as computer-based security training is successfully implemented.

## Section 2. Contract Work Tasks

### a) Services Requested - Training Programs for Airport and WTC Employees

The Contractor shall provide three security related training programs for airport and WTC employees. These programs are (i) SIDA training in fulfillment of Title 49 CFR 1542 and Security Directive (if any) requirements, (ii) Airport IO training, and (iii) WTC Site Orientation, Safety and Security training. The Contractor shall provide an Instructor-led classroom version (Task A) and a computer based training version (Task B). The Contractor shall provide each of the classes in English unless otherwise directed by the Port Authority. Should the Port Authority elect to provide any of the following classes in another language, the Port Authority will notify and provide the Contractor with approximately 60 days notice for translation, testing and implementation.

Below are the current topics of the SIDA, IO, and WTC training programs. The Port Authority will provide the current training curriculum to the Contractor. The Contractor shall provide the Instructor-led classroom training with this curriculum, unless otherwise advised by the Port Authority. The Contractor shall make training curriculum and testing recommendations to the Port Authority. The Port Authority may direct the Contractor to implement such recommendations and curriculum changes as suggested. The Contractor shall develop the computer based security training program using the existing curriculum as a basis.

The SIDA and IO training shall meet the airport operator SIDA training obligations under Title 49 CFR 1542 and any subsequent directives by the Transportation Security Administration (TSA). The WTC training shall meet WTC rules. WTC rules shall be as presented in Attachment K or subsequently updated. No training curriculum and testing materials may be developed, modified and implemented without prior Port Authority approval.

It should be noted additional security awareness or similar web-based training curriculum development and delivery constituting separate training programs may be required to meet evolving needs of the airports security program.

### Security Identification Display Area (SIDA) Training

1. Training Purpose
2. Class Agenda
3. Areas of the Airport
  - a. Security Identification Display Area (SIDA)
  - b. Air Operations Area (AOA)
  - c. Sterile Area
  - d. Practice test questions (for computer based training version only)
4. Airport ID Cards
  - a. SIDA/AOA & Sterile Area Access
  - b. Snow Removal Access
  - c. Sterile Area Access Only
  - d. Proper display of Airport ID Card
    - i. Placement on body
    - ii. Card cannot be mutilated

- iii. PIN should not be written on card
  - e. Examples of current valid Airport ID Card
  - f. Examples of Airport ID Cards with mistakes
  - g. Practice test questions (for computer based training version only)
- 5. Access to SIDA/AOA & Sterile Area
  - a. Access Control Doors
  - b. Guard Posts
    - i. Indoor
    - ii. Outdoor/Vehicular
  - c. Cipher locks
  - d. Accessing the Cargo Area
  - e. Perimeter Security
  - f. Accessing the Sterile Area
  - g. Practice test questions (for computer based training version only)
- 6. Airport ID Cardholder Security Responsibilities
  - a. Following Security Procedures
  - b. Do Not
    - i. Tamper with Security Devices
    - ii. Access Area in Unauthorized manner
    - iii. Enter SIDA/AOA or Sterile Area with items prohibited by TSA
    - iv. Let an employee piggyback (tailgate) through a door
    - v. Practice test questions (for computer based training version only)
- 7. The Challenge Program
  - a. Definition of challenge
  - b. Airport ID Cardholders are required to challenge
  - c. What to check for when challenging
    - i. Photos
    - ii. Card expiration date
    - iii. Access/Escort/Driver privilege
      - 1. Access – Sterile or SIDA
      - 2. Escort – Escort Vehicles and People (EV) or Escort People (EP)
      - 3. Driver – DR1 or DR2
    - iv. Airport Code
  - d. Must challenge anyone who does not display his/her Airport ID Card
  - e. Video on challenging
  - f. Challenge Rewards and Fines
  - g. Practice test questions (for computer based training version only)
- 8. Alarmed and Open Doors
  - a. Alarmed and Open Doors
  - b. Practice test questions (for computer based training version only)
- 9. Escort Procedures
  - a. Requirements for escort
  - b. Who can be escorted
  - c. Escort procedures

- d. Practice test questions (for computer based training version only)
10. Lost/Stolen Airport ID Cards
    - a. Lost/Stolen Airport ID Cards
    - b. Practice test questions (for computer based training version only)
  11. Changes to Airport ID Cardholder
    - a. Changes to Airport ID Cardholder
    - b. Practice test questions (for computer based training version only)
  12. Safeguard your Airport ID Cards and Airport Security Information
    - a. Safeguard your Airport ID Cards and Airport Security Information
    - b. Practice test questions (for computer based training version only)
  13. TSA Airport ID Cardholder Screening Program
    - a. TSA Airport ID Cardholder Screening Program
    - b. Practice test questions (for computer based training version only)
  14. Airport Community Watch Program
    - a. Reward Program
    - b. Airport Community Watch Video
    - c. Practice test questions (for computer based training version only)
  15. Airport ID Cardholder Consequences
    - a. Fines
    - b. Breach of Rules (BOR)
    - c. Practice test questions (for computer based training version only)
  16. FBI's Potential Indicators of Terrorist/Criminal Activity
    - a. FBI's Potential Indicators of Terrorist/Criminal Activity
    - b. Practice test questions (for computer based training version only)
  17. Test - test materials to be given to the employees after all topics are taught

### **Issuing Officer (IO) /Signatory Authority Training**

1. Training Objective
2. Issuing Officer Definition
3. Overview of topics to be covered
4. Responsibilities of the Issuing Officer
  - a. Record Keeping
  - b. Communication
  - c. Control
  - d. Initiate and Authorize
5. Company Access Points
  - a. Company Access Authority
  - b. Authorizing Access & Privileges

6. Application Process for Company Employees
  - a. Contents of the Application Package
  - b. Application Process – Airport ID Card Application
  - c. Identification Certification
  - d. Issuing Officer Responsibilities During Application Process
  - e. Training
  - f. Fingerprinting
  - g. Approval Process
  - h. Appealing Denial Determination
  
7. Continuing, Changing, or Terminating Access
  - a. Add/Delete Forms
  - b. Disposition Forms
  - c. Replacing Expired Airport ID Card Steps
  - d. Suspend Access
  - e. Non-Recovered Cards
  - f. Multiple Employers
  - g. Temporary Breaks in Service
  - h. Required Reporting to the TSA
  - i. Reverse Audits
  
8. Escort Requirements and Procedures
  - a. Steps to a Proper Escort
    - i. Qualify
    - ii. Performing
    - iii. Completing
  - b. Escort Information
  
9. Laws, Regulations and Policies
  - a. Compliance Required
    - i. Federal and State Laws
    - ii. TSA Regulations
    - iii. Customs and Border Protection Regulations
    - iv. Port Authority Policies
    - v. Airport Rules, Regulations, and Bulletins
  
10. Violations & Enforcement
  - a. Violations = Breach of Rules (BOR)
  - b. Enforcement
    - i. Letter of Investigation
    - ii. Arrest/Prosecution
  - c. Transportation Security Administration Fines
    - i. Company Fines
    - ii. Individual Cardholder Fines
    - iii. Lost/Non-Recovered Airport ID Card Fines

## 11. Review & Questions

## WTC Site Orientation, Safety and Security Training

1. Introduction
  2. WTC Site Overview
  3. Emergency Contact & Incident Response
  4. Security Threats
  5. Security Is Everyone's Responsibility
    - a. WTC Rules & Regulations for Security
      - i. Display
      - ii. Challenge
      - iii. Escorts - Suspicious Activity
    - b. Hazardous Materials
    - c. Weapons
  6. WTC Traffic Management Plan
    - a. Vehicular Routes - Traffic Controls
    - b. Pedestrian Routes
    - c. Evacuation Routes
  7. Features of WTC ID
  8. Features of WTC Vehicle Passes
  9. Restricted Areas
  10. Escort Procedures
  11. Deliveries
  12. Allowed/Prohibited Hazardous Materials
  13. Personnel Conduct
  14. WTC Site Safety - Personal Protective Equipment
  15. Required Permits
    - a. Confined space
    - b. Cutting & Welding
    - c. Hot Work
  16. Environmental Performance Commitments
- b) Curricula Development and Modifications**
- The Contractor shall be expected to recommend and modify aviation training curricula or programs as needed to respond to emerging airport security trends, changes in TSA regulations or Port Authority policies and procedures and airport needs. The SIDA and

IO training curricula shall, at a minimum, meet the requirements specified in Title 49 CFR 1542 and Security Directives (SD).

The Contractor shall also be expected to develop, recommend and modify any WTC training curricula or programs as needed to respond to WTC site changes, changes in threat levels affecting the WTC site, emerging security issues, changes in Port Authority policies and procedures and WTC needs.

Any modification to the training curricula/instructional materials shall be submitted to the Port Authority electronically for approval prior to commencing the work. The Contractor shall implement the modifications no later than two weeks after receiving Port Authority approval. For any security training curricula modification request, the Contractor shall provide a cost and time estimate. Any labor costs associated with the modification of curricula related to the classes listed under the subsection entitled *Services Requested - Training Programs for Airport and WTC Employees* shall be charged to the Port Authority at the price quoted in the accepted proposal. Port Authority staff will work with the Contractor on the security training curricula modifications. It is the sole responsibility of the Contractor to produce any video, graphics, narrations, editing and obtain the necessary resources to provide a Port Authority satisfactory security training curricula.

Any training curricula development shall be approved by the Port Authority prior to implementation. This includes any development of training program scripts, filming, computer simulations, visual development, scene layouts, scenario development, etc.

The use of photos, video, audio or any other form of media from another non-Port Authority airport is not permissible unless prior Port Authority approval is given.

**c) Training Materials and Manuals**

The Contractor shall develop or update training manuals. These manuals shall guide the Security Instructor in the delivery of the training programs.

The training manuals are as follows:

- 1) SIDA training – two (2) manuals for each facility (JFK, LGA and EWR airports)
- 2) IO training – two (2) manuals for each facility (JFK, LGA, EWR and SWF airports)
- 3) WTC Site Orientation, Safety and Security training - 2 manuals

These manuals shall be subject to Port Authority approval prior to distribution.

Training materials shall consist of handouts for students, Airport General Manager/Airport Security Manager bulletins, pamphlets, etc.

Any training materials and manuals used for the Training Programs shall be considered and treated as confidential and proprietary Port Authority property and shall not leave the applicable facility. The Contractor shall not duplicate or disclose any information to any person other than its own employees, agents, or representatives who have a need for such information, unless such duplication or disclosure is authorized, in writing, by the Port Authority.

Any development or update to the training materials and manuals shall be submitted to the Port Authority electronically at least two weeks in advance of implementation. The Contractor shall receive written approval by the Port Authority before commencing the work. It is anticipated updates to the training materials and manuals shall not occur more than once per year. Any costs associated with the development of or updates to the training materials and manuals shall be charged to the Port Authority at the price quoted in the accepted proposal.

### **Section 3. Contractor Personnel Position Classifications**

The Contractor shall furnish personnel to provide services whose duties are more fully described herein, in the following job classifications:

- a. Project Manager
- b. Security Instructor
- c. Test Proctor (the Security Instructor may also serve as a Test Proctor or a separate position may be identified for this purpose).
- d. Curricula Developer

### **Section 4. Locations**

The Contractor shall provide classroom training services within classrooms located on Port Authority (Aviation and WTC) properties. Aviation and WTC properties include: John F. Kennedy International (JFK), Newark Liberty International (EWR), LaGuardia (LGA) Airports and 116 Nassau Street, New York, NY (WTC). Optional locations may include Stewart International (SWF) and Teterboro (TEB) Airports.

The Contractor shall provide computer-based security training services within classrooms located on Port Authority Aviation properties. It is anticipated that only Instructor-led classroom training will be used at the WTC.

The Port Authority may, during the term of this Contract, request the development and implementation of similar classroom and/or computer-based security training for TEB and SWF Airports.

### **Section 5. Personnel Qualifications**

The Contractor shall furnish qualified and adequately trained personnel (i.e. they are able to effectively communicate with trainees and others verbally and/or in writing) to perform the curricula and testing development, and classroom and computer-based security training services required in Task A and B.

The Port Authority may impose, increase/decrease, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations. All personnel assigned by the Contractor to provide services under this Contract at the airports shall successfully complete SIDA and IO training. All personnel assigned by the Contractor to provide services under this Contract at the WTC shall comply with all WTC security requirements for unescorted access within the WTC site, which include obtaining a SWAC credential.

Prior to the assignment of any personnel to the Contract as a Security Instructor, Project Manager, Testing Proctor, or Curricula Developer, the Contractor shall furnish to the Port Authority resumes which detail their experience and qualifications. The Port Authority will at any time have the right to reject an employee or prospective employee, of the Contractor, for

work associated with this Contract. The Port Authority may require a meeting prior to the assignment of any personnel to this Contract.

Contractor Personnel who worked under the predecessor contract, and who will be assigned to this Contract who do not meet the personnel qualifications listed in this section, shall not work under this Contract without the express written permission of the Port Authority. It is the responsibility of the Contractor to inform the Port Authority of any person(s) intended for employment under this Contract who do not meet personnel qualifications.

All personnel assigned by the Contractor shall have in their possession at all times while providing services under this Contract their company ID card and/or unexpired WTC ID card, as applicable.

The Port Authority will have the right to waive any of the below listed requirements if, in the sole opinion of the Port Authority, special circumstances warrant such action.

All Contractor staff working at the Port Authority airports shall comply with the Port Authority Airport Rules and Regulations. A link to the rules and regulations can be found at the following website:

[http://www.panynj.gov/airports/pdf/rules\\_regs\\_revision\\_8\\_04\\_09.pdf](http://www.panynj.gov/airports/pdf/rules_regs_revision_8_04_09.pdf)

All Contract staff working at the WTC shall comply with all WTC rules and regulations. WTC rules and regulations are provided in Attachment K.

Please note that the Port Authority prohibits the carrying of firearms on the premise of any Port Authority facility.

The Contractor agrees that during the term of the Contract, it shall supply a workforce sufficient to carry out the Contract requirements.

The Contractor shall cooperate and assist the Port Authority as may be required to facilitate the training of the Contractor's personnel hereunder.

**a) Security Instructor**

Security Instructors shall meet the following minimum qualifications:

1. Have a minimum of three (3) years of professional teaching experience
2. A four-year degree from an accredited college or university is preferred. However, a Port Authority approved equivalent will be considered if requested in writing by the Contractor. A degree in Education is highly desirable.
3. Have demonstrated knowledge of TSA security regulations and airport operations
4. Demonstrated working knowledge of WTC Site procedures, including current security and operating procedures, within one month of Contract commencement
5. Be eligible and legally permitted to perform the work contemplated herein, in the United States of America
6. Shall possess basic computer skills, including use of email, open and save files on a flash drive, access and search the internet

**b) Project Managers**

Project Managers shall meet the following minimum qualifications:

1. Have a minimum of five (5) years of management and supervisory experience in project management
2. A four-year degree from an accredited college or university is preferred. However, a Port Authority approved equivalent will be considered if requested in writing by the Contractor. A degree in Education, Business Administration, Management, Project Management or related field is desirable.
3. Demonstrated knowledge of TSA regulations and airport operations
4. Demonstrated working knowledge of WTC Site procedures, including current security and operating procedures within one month of Contract commencement
5. Be able to work effectively in a professional manner with technology staff, business stakeholders, users, management and other outside the Port Authority
6. Superior analytical/ problem solving, written and verbal communications
7. Demonstrated ability to work independently with attention to detail and organizational abilities
8. Ability to read, understand, interpret and lead / direct the work of others on project specifications
9. Experience in security training is desirable
10. Be eligible and legally permitted to perform the work contemplated herein, in the United States of America.
11. Shall possess basic computer skills, including use of email, open and save files on a flash drive, access and search the internet.
12. Have a fundamental understanding of computer-based training systems

**c) Testing Proctors**

1. Be eligible and legally permitted to perform the work contemplated herein, in the United States of America
2. Shall possess basic computer skills, including use of email, open and save files on a flash drive, access and search the internet
3. Have a fundamental understanding of computer-based training systems

**Note: The Security Instructor may serve as a Testing Proctor if it does not conflict with the teaching assignment or a separate position may be identified for this purpose.**

**d) Curricula Developer**

1. Have a minimum of two (3) years of professional experience in developing training curricula
2. A four-year degree from an accredited college or university is preferred. However, a Port Authority approved equivalent will be considered if requested in writing by the Contractor.
3. Demonstrated knowledge of TSA regulations, airport operations
4. Be eligible and legally permitted to perform the work contemplated herein, in the United States of America
5. Shall possess basic computer skills, including use of email, open and save files on a flash drive, access and search the internet
6. Have a fundamental understanding of computer based training systems

**Section 6. Hours and Duties of Staff:**

The Contractor shall propose the number of employees it requires to perform security training services required herein by Facility in the performance of Tasks A and B. The Port Authority reserves the right, with advance notice, to increase or decrease the number of Security Instructors based upon the demand for training/testing.

**a) Security Instructor**

The Contractor shall furnish Security Instructors as needed and directed by the Port Authority on a scheduled basis up to five (5) days a week, which is estimated but not guaranteed. Security Instructors shall work between the hours of 6:00am - 6:00pm Monday to Friday.

Most of the hours the Security Instructors are required to work will follow a pre-determined schedule although they shall be available to work additional hours as required by the SIDA, IO, and WTC training programs with 24 hours advanced notice.

Security Instructors shall perform duties for classroom and computer-based training (if applicable), which include, but are not limited to the following:

1. Providing security training in an effective manner. The Port Authority will provide the existing training curricula to the Contractor for the classroom training. The Contractor shall make training curriculum and testing recommendations to the Port Authority. The Port Authority may direct the Contractor to implement such recommendations and curricula changes as suggested.
2. Recommending modification of any SIDA, IO and/or WTC Site Orientation, Safety and Security training curriculum, testing or training materials as needed to respond to:
  - developing airport security trends
  - changes in Federal Aviation Administration (FAA) and TSA regulations

- changes in the WTC site physical nature or security procedures
  - changes in Port Authority policies and procedures
3. Ensuring student attention and participation in class
  4. Answering student questions related to the training topics (SIDA, IO and WTC Site Orientation, Safety and Security)
  5. Scoring the tests completed by students to ensure the students understand the material covered in class and are sufficiently trained to properly execute their security responsibilities. In addition, the Security Instructor shall:
    - Record the testing results and submit the results to the ID Office for recordkeeping and TSA audit purposes
    - Issue SIDA Certificates of Attendance to users who successfully pass the SIDA test
    - Issue IO Certificates of Attendance to users who participate in the IO class

**Note: this function may be performed either by the Security Instructor or a separately designated Testing Proctor**

6. Verifying for each class, student identities by comparing identification credentials to class/test roster
7. Overseeing the designated Port Authority training and/or testing room:
  - Keeping the room clean and usable for future use
  - Verifying the number of PCs/laptops are still located in the room each day
  - Verifying the equipment used to secure the PCs/laptops are still in good working order
  - Securing (close/lock) the room after each shift/class use
8. Securing or returning any class training and test roster paperwork to the ID Office at the Facility as listed below:

John F. Kennedy International Airport  
 Building 14  
 ID Office, 1<sup>st</sup> floor  
 Jamaica, NY 11430

LaGuardia Airport  
 Central Terminal Building  
 ID Office, 3<sup>rd</sup> Floor  
 Flushing, NY 11371

Newark Liberty International Airport  
 Terminal B  
 ID Office, Lower Level  
 Newark, NJ 07114

Stewart International Airport  
 Building 110

ID Office/Operations Office  
New Windsor, NY 12553

Teterboro Airport  
90 Moonachie Ave,  
Teterboro, NJ 07608

116 Nassau Street (World Trade Center)  
ID Office, 2<sup>nd</sup> Floor  
New York, NY 10038

9. Assign a PC/Laptop to users
10. For the airports, demonstrate working knowledge of Transportation Security Administration (TSA) regulations and general airport operating procedures. For the WTC, Security Instructors shall be required to demonstrate working knowledge of WTC Site procedures, including current security and operating procedures within one month of contract commencement.

**b) Project Managers**

The Contractor shall provide two Project Managers five (5) days per week, Monday through Friday, during the hours of 8:00 AM to 5:00 PM, exclusive of Port Authority Holidays. One Project Manager shall be stationed at JFK and the other one shall be stationed at EWR. The Project Manager stationed at JFK shall have the responsibility for services at JFK and LGA airports and the WTC Site. The Project Manager stationed at EWR airport shall have the responsibility for services at EWR, and, if training is engaged for SWF and TEB, at those airports. If SWF and TEB are not activated, the Contractor may assign the responsibility of the WTC to the EWR Project Manager, upon written approval by the Port Authority. The Project Managers may be required to rotate among the facilities. The Port Authority reserves the right to change the number and/or location of where the Project Managers shall work.

The Project Manager shall perform duties which include, but are not limited to, the following:

1. Ensure proper performance under this Contract, carry out the directions of the Port Authority, and meet and communicate with Port Authority representatives from the facilities from time to time as required.
2. Resolve any issues with the Port Authority related to this Contract.
3. Ensure appropriate Contractor personnel are available for duty including the assignment of replacement personnel, as necessary.
4. Represent the Contractor at meetings at the facilities, as may be directed by the Port Authority, which concern the operations of the Contractor under this Contract.
5. Be available during Contract business hours to assist and advise the Port Authority. If the Project Manager is not available, the Contractor shall appoint

a designee, to be approved by the Port Authority, in place of the Project Manager. A contact phone number shall be provided with a working voicemail by the Contractor for communication with the Project Manager.

6. Oversee/Prepare all Port Authority required reports.
  - For the Airports, he/she shall also make a monthly presentation to Port Authority Management staff, facilities staff and/or airline management on improvements, adverse and positive developing trends relating to student test performance, recommendations and other significant information. The Project Manager shall be able to statistically support his/her statements on adverse and positive developing trends, recommendations, etc.
  - For the WTC Site, he/she shall make a quarterly presentation to WTC and/or the WTC stakeholder, tenant, contractor, and subcontractor community, providing training trends and offering recommendations for improvement. The Project Manager shall be able to statistically support his/her statements on adverse and positive developing trends, recommendations, etc.
7. Attend training as determined by the Port Authority. Attending such training will be performed during the business hours specified in this Contract. Costs and expenses associated with attending training will be covered under the Monthly Management Fee. If the training requires special registration fees, those will be reimbursed on a cost basis.
8. Ensure all Security Instructors are properly qualified and trained, receive relevant information about this Contract and their duties in a timely and effective manner, and are given the necessary resources to complete their duties as described within this Contract.
9. Ensure the detailed duty procedures listed above are scheduled and performed on a weekly basis, or as otherwise directed by the Port Authority.
10. Ensure the consistency and standardization of all operating procedures and management reports related to this Contract at all Facilities.
11. Monitor all activities performed under this Contract and be the primary contact person who will carry out all directives provided by the Port Authority.
12. Communicate all issues relating to each facility covered under the Contract to individuals cited above or his or her designees.

All services performed by the Project Manager and other management staff shall be included in the Management Fee. Other management staff includes any other titles except "Security Instructor" and "Testing Proctor" unless the Port Authority gives written pre-approval.

The Project Manager shall not serve as a Security Instructor at any time during this Contract unless he/she receives written approval from the Port Authority. If the Project Manager is approved and actually provides training, it shall be performed

during the business hours specified in this Contract. Costs and expenses associated with providing the training shall be covered under the Monthly Management Fee.

Any other unforeseen duties which the Project Manager shall perform will be covered under the Monthly Management Fee

Should the Project Manager delegate any of the duties listed above to another Contractor employee who is not a Project Manager, the performance of those services shall nonetheless still be covered under the Monthly Management Fee.

**c) Testing Proctor**

1. Ensure the integrity of the testing of students by verifying the proper individuals take the test, and identifying and disrupting attempts to cheat.
2. Provide answers to student questions regarding the test and test process as appropriate to assist the student but not compromise the validity of the testing process.

**Note: The Security Instructor may serve as a Testing Proctor if it does not conflict with the teaching assignment or a separate position may be identified for this purpose.**

**d) Curricula Developer**

**Note:** The curricula developer need not be a separate employee of the Contractor if the Contractor's business model provides for a qualified individual to perform multiple functions. Curricula development is an initial and on-going task of this contract. This role is considered part of the product delivered under the Contract and will not be separately reimbursed. The curricula developer need not be on site.

1. Developing and/or revising any SIDA, IO and /or WTC Site Orientation, Safety and Security training curriculum, testing or training materials as needed to respond to:
  - developing airport security trends
  - changes in FAA and TSA regulations
  - changes in the WTC site physical nature or security procedures
  - changes in Port Authority policies and procedures
  - special instructions from the Port Authority
2. For the computer-based security training, the Contractor shall develop the training program using the existing training curricula as a basis.

**Section 7. Management and Supervision**

All Security Instructors and Testing Proctors shall report to the Project Manager.

**Section 8. Contract Employee Attendance Records**

The Contractor shall maintain accurate daily attendance records for all employees working under this Contract for actual hours worked performing work under this Contract. Contractor employees shall to sign in and out each time they work at a Facility.

Attendance records are subject to Port Authority audit.

## **Section 9. Staff Training Requirements**

### **1. Initial Training for Contractor staff**

Initial airport training is expected to take approximately 1 (one) week, and will include, but not limited to, the successful completion of the following courses taught by the Contractor and/or the Port Authority:

- Security Identification Display Area (SIDA) training (approx. 4 hours)
- Issuing Officer (IO)/Signatory Authority training (approx. 2 hours)
- Customer Care training (approx. 30 minutes)
- Other Customer Service and/or Security related training

Initial WTC training is expected to take approximately two (2) days.

All costs and expenses associated with initial training for employees working directly under this Contract shall be borne by the Contractor at no separate reimbursable charge to the Port Authority.

### **2. Refresher Training for Contractor staff**

The Port Authority may institute an in-service refresher training program as it deems necessary or desirable for any or all of the Contractor's staff hereunder.

Refresher training should take no longer than one day to complete. Such training programs for the staff who work directly under this Contract will be provided at the sole cost and expense of the Contractor at no separate reimbursable charge to the Port Authority.

**Task A**

Task A of this Contract shall be to provide Security Instructor-led (“classroom”) training services, in accordance with the specifications set forth herein. Training curriculum modification work are included within Task A. Classroom training shall be provided for the WTC employees throughout the duration of this Contract and for Port Authority airports at a reduced frequency after the introduction of computer-based training at Port Authority airports, unless the Port Authority informs the Contractor otherwise.

**a) Instructor-Led Classroom Training and Transition to Computer Based Training**

As stated in Section I, General Agreement, the Contractor shall provide the classroom services required under Task A and Task B throughout the duration of the Contract, but it is expected classroom training will be reduced in frequency as computer based security training is successfully implemented.

**b) Training Hours**

Below is a chart which details the estimated number of hours by SIDA and IO training and facility.

Number and Hours of SIDA and IO Classes						
Description	JFK	LGA	EWR	SWF	TEB	Total
<b>SIDA - Initial and Recurrent Training</b>						
# of hours per year	4,300	1,500	2,900	200	0	8,900
<b>IO - Initial and Recurrent</b>						
# of hours per year	300	200	200	100	0	800

Payment for time expended at the airports by Security Instructors shall be based on actual and demonstrated hours worked on the sign-in sheet. It is anticipated that classes will last 3 hours, and that Instructors will require a half hour before and after class for various administrative tasks, including arrangement of classroom, preparing class materials, set up and breakdown of equipment, etc. Thus, Instructors would be paid for four (4) hours.

WTC hours per month and number of classes are listed below. WTC Site Orientation, Safety and Security Training may be performed at Port Authority customer premises (i.e., union halls and/or the corporate offices of tenants and/or contractors) or Port Authority offices within the NYC metropolitan area. This training shall be within the Port District (i.e. within a 25 mile radius from the Statue of Liberty).

WTC Site Orientation, Safety and Security		
Facility	# of est. hrs per month	# of est. classes per month
WTC	96	32

Payment for time expended for the WTC training by Security Instructors shall be based on actual and demonstrated hours worked on the sign-in sheet. It is anticipated that

classes will last 2 hours and Instructors will use a half hour before and after class for various administrative duties. Thus, Security Instructors would be paid three (3) hours for WTC Site Orientation, Safety and Security training class.

The Port Authority intends to convert to computer-based security training for Aviation after the first year of the Contract. Accordingly, the Port Authority intends to reduce the frequency of classroom SIDA and IO training at airports after the first Contract year, but may opt to do so at any point during the Contract.

## TASK B

Task B requires the Contractor to develop, implement and provide computerized web-based security training services. The curricula will be the same as the Instructor-led curricula. Off-the-shelf computer-based training applications, or customized software may be used as long as the specifications herein are met. These computerized web-based training sessions will be held in classrooms located on Port Authority properties, but users shall access the training program by using PC/laptops, rather than participating in a class led by the Security Instructor. The PC/laptops will be provided by the Port Authority.

Web-based training curriculum development and future curriculum modification work are included within Task B.

As stated in Section 1, General Agreement, the Contractor shall provide the classroom services required under Task A and Task B throughout the duration of the Contract, but it is expected classroom training will be reduced in frequency as computer based security training is successfully implemented.

It shall be the sole responsibility of the Contractor to provide any video, graphics, narrations, and editing for the computer-based training curricula.

We envision an intranet system. The computing and networking environment will be furnished and installed by the Port Authority. The Contractor shall be responsible for installing and configuring the training application on the Port Authority furnished servers. The Port Authority will provide all hardware devices (PC/laptops, servers, etc.). The Contractor shall provide the software and licenses for the computer-based training system.

The Contractor's web-based training solution shall be compatible with the Port Authority provided servers, PC/laptops and networking backbone.

The Contractor shall comply with all exhibits attached to this RFP which include:

- 1) Port Authority Technology Services Department (TSD) Standards and Guidelines
- 2) Port Authority TSD System Administration Guide
- 3) Port Authority Audit Access to Records and Contract Review and Compliance Audits
- 4) Port Authority Audit Contract Records and Decommission Clause
- 5) Port Authority Audit Controls Requirement Contract Checklist
- 6) Port Authority Audit Cyber Security Guidelines
- 7) Port Authority Audit Disaster Recovery Checklist and Requirements

### **a) Implementation Schedule - Airport Training**

It is the Port Authority's intent to have most of the classroom portion of the Contract replaced by a computer-based security training program at Aviation facilities, set forth in this Task B, during the term of the Contract. However, some Instructor-led training shall be required even after the transition to computer based training. Estimated hours for this residual Instructor-led training are specified in the pricing sheets. Notwithstanding same, the Contractor shall provide the services required under Task A at any time during the duration of the Contract with appropriate advance notice for staffing purposes. Unless directed otherwise, the Contractor shall continue to provide classroom training services at the WTC throughout the duration of the Contract. If the Port Authority elects to enact computer-based training services for the WTC, the Port Authority shall

notify the Contractor in writing and the computer-based training shall be developed and delivered no later than one year from notification within the term of the Contract.

The Contractor shall be required to successfully implement and deploy a computer-based security training application at JFK, EWR and LGA airports. The Port Authority reserves the right to implement/extend the application to TEB and SWF at a future date and time.

Development, installation and implementation of training at the first airport shall be no later than one year from Contract commencement. The deployment of training at the second airport will follow no later than six months after deployment at the first airport. The deployment of training at the third airport shall be no later than six months after deployment at the second airport.

First airport - EWR  
Second airport - JFK  
Third airport - LGA

## **b) Functional Requirements**

### **1. General System Performance Tasks and Requirements**

The following is a list of general performance tasks and requirements for the computer-based security training application. Please note this listing is not all inclusive:

- i. Develop, test and deploy a computerized web-based security training application for JFK, LGA and EWR airports. This Training Program shall provide instruction, reinforcement of the instruction and testing of the learning of the materials presented during the classroom Training Program, including a complete test of the knowledge of the student on 49 CFR Part 1542 and the airport specific information directed by the Port Authority. The Contractor shall be responsible for developing the material script and test questions consistent with educational learning theory. The Port Authority reserves the right to implement/extend the application to TEB and SWF at a future date and time. Customization may include site-specific video clips of the airports with actors and security photos to convey material. Program scripts shall be developed and approved by the Port Authority prior to commencement of filming.
- ii. The computerized web-based security training application shall be web browser based and support "Internet Information Services" (IIS) using Web servers hosted within the Facilities. The web hosting component of the training program shall support secured protocols (HTTPS) for enhanced security of digital information and training materials.
- iii. The computerized web-based security training application shall provide simple and intuitive electronic access to training and testing materials, serve as a secured training portal, and minimize paper forms.
- iv. The computerized web-based security training application outlined herein shall include all necessary components required to make a complete and operable system. The Contractor shall be responsible for installing and configuring the training application on the Port Authority servers and workstations. The Port Authority shall provide the operating system, database

environment and the networking backbone to enable the servers and workstations to host the training application.

- v. The computerized web-based training application shall provide a test for evaluating learning and the student's subject matter competency.
- vi. The computerized web-based training application shall have the capability of training multiple users on the same or different programs, simultaneously. The system shall be able to support a minimum of one hundred and fifty (150) or unlimited concurrent users throughout the airports.
- vii. Provide menus for the user to interact with the equipment (based on log-in) by responding to questions, etc.
- viii. Incorporate into the design a method which will allow self-paced instruction and require no additional interaction from a Security Instructor/Testing Proctor. The design shall include control buttons on each page screen to allow the user stop, pause, rewind or fast forward through the slides and offer closed captioning. The interactive functionality shall be easy to use even for novice users.
- ix. The application shall display training and testing progress bar(s) to the user. In addition, the application shall display the average time it takes to complete each training.
- x. Supply practice questions in random order at the end of each video training and permit a loop back to the section within the training if the answers related to the section were incorrect.
- xi. Display the test results immediately (pass/fail, the number of questions right and the score and overall percentage) to the user. The system shall record the answers to each question and compute the percentage correct for each user.
- xii. Store the training records in a Microsoft SQL relational database to provide tracking and reporting functionalities. The system shall be able to track by user name, company name, date of training, etc. The Port Authority reserves the right to require additional fields as needed.
- xiii. All application administration shall be handled by the Contractor. All personal information on the database shall be encrypted.
- xiv. Provide authorized Port Authority staff the ability to query, view and print the test results and participant data on the database by predefined parameters (i.e. date of training, employer, user name, etc). Provide the ability to extract and download the results in a format, which is compatible with other software products such as Microsoft Word, Microsoft Excel [csv and/or xls file formats] or Microsoft Access.

- xv. Any additions, changes/modifications or deletions to the application as well as user log-ins shall have an audit trail.
- xvi. Provide the ability to deactivate and archive records of users who no longer work at the airport or no longer hold an airport SIDA/Sterile ID card. In addition, the application shall provide the ability to re-activate accounts and be able to transfer data/interface to the future Identity Management Credentialing System (IMCS) at minimum by Application Programming Interface (API) or Open Database Connectivity (ODBC).
- xvii. Provide the ability to change percentages to passing scores. The required score to successfully pass the test shall be user configurable by authorized Port Authority personnel.
- xviii. The computerized web-based training application shall randomly select different questions within each training module every thirty (30) days and no two users shall have the same questions in the same order during that session. If a user fails the SIDA test, he/she may re-take the training and test. The questions given at the SIDA test shall not be the same as those given during the first testing attempt. The application shall provide at minimum one test question per training topic. A listing of training topics can be found under *Section 2 – Contract Work Tasks - Paragraph A – Services Requested - Training Programs for Airport and WTC Employees.*

The Contractor shall develop the test question bank. However, the Port Authority will provide the existing test question bank to the Contractor for reference. The test question bank should have at least 100 questions.

- xix. Review and provide information on systemic failed questions to determine if the questions are problematic or unclear. Provide resolution recommendation to Port Authority regarding problematic or unclear questions throughout the Contract period. The Contractor may be required to run an item/question analysis including item/question correlations. In addition, the Contractor shall develop a program to create better questions.
- xx. Shall be able to interface with the future Identity Management Credentialing System (IMCS). If during the duration of the Contract, the Port Authority implements an IMCS, the computer based training system shall be technically designed for interface by API or ODBC at a minimum. The Contractor shall be required to assist in this interface.
- xxi. Ability to provide statistical information on length of time or average time it takes to complete a test and the testing results of the total population.
- xxii. Provide the ability to easily expand/update the system software (addition of more training and/or testing and/or modifications of existing training and testing). The length of each training may change to meet future federal regulation or Port Authority policy requirements programs.

- xxiii. The application must provide the manual and automatic ability to set-up repeat training for individuals who have already taken the course. This will be treated as refresher training and testing. Questions shall be different from those used in the individual's last training. The option of abbreviated training that addresses selected topics shall also be provided. The application shall track the unique training expiration date for each user, based on the date he/she last completed training.
- xxiv. The option for refresher courses in some or all the training as noted in xviii.
- xxv. Provide the users the ability to submit their feedback in regards to the security training at the end of the training program.
- xxvi. The application shall respond within 10 seconds from the point a user selects an answer.
- xxvii. Interruptions of the facility network or the internet connectivity shall not impact the system's ability to deliver the security training programs. If network connectivity is interrupted, the application shall store the information on the PC/laptop until network connectivity is restored and shall subsequently transmit the information to the server.
- xxviii. Upon successful completion of the training course, the system shall generate Certificates of Attendance (SIDA or IO) which can be printed. In addition, certificates shall be saved electronically (data and not the images) and allow the Port Authority to re-print certificates when needed. The Port Authority will provide the network printer for each Facility.
- xxix. Use interactive training programs which may be reproduced, thereby allowing production of programs by other parties.

**c) Software Functions, Hardware Placement Locations and Hours**

**i. General Tasks**

The Contractor will be required to successfully incorporate, implement, deploy and maintain a security training application. The system shall be available during the business hours 6:00am to 5:00pm. The Port Authority reserves the right to modify these working hours.

This Contractor shall be responsible for furnishing and installing the training application on geographically diverse distributed redundant servers and workstations provided by the Authority.

The Contractor will be responsible to install and configure all the elements confirming this application as per the guidelines here after mentioned. Port Authority Management shall have accessibility to the system.

The information shall be in a secured format as detailed in section i of this Task B, Security. It shall include the selection and/or design, purchase and/or development, and installation of:

- Any and all data transfers shall be encrypted
- Installation, monitoring and response to alerts of the application

The Port Authority will provide a total of one hundred (100) PCs/laptops to be installed at JFK, LGA and EWR airports. This number is subject to change based on facility training demands.

Below is the breakdown by airport:

- Forty (40) at JFK, the PCs/laptops will be located at Building 14, 1<sup>st</sup> floor
- Thirty five (35) at LGA, the PCs/laptops will be located at the Central Terminal Building, 3<sup>rd</sup> Floor, Learning Center
- Twenty five (25) at EWR, the PCs/laptops will be located at Building 80

Note: SWF may require four (4) PCs/ laptops if SWF decides to pursue computer-based security training services in the future. WTC may require five (5) PCs/laptops if WTC decides to pursue computer based security training services in the future. TEB will not require PCs or laptops.

The Contractor shall be responsible for the procurement and maintenance of headsets for the users. In addition, the Contractor shall purchase one time use sanitary headset covers.

**ii. Data Transmissions**

Secure communications shall be provided by the application.

**iii. Communications**

All communications shall be through the Port Authority Network (PAWANET) to the PCs/laptops.

**iv. Data Management**

Refer to the Port Authority Technology Department (PA TEC) Standards and Guidelines and the PA TEC System Administration Guide for database server and platform minimum requirements. The Contractor shall be responsible for installing and configuring the Application on application and database servers furnished and installed by the Port Authority. The database will reside on Port Authority provided servers and will retain information for up to two years after the end or termination of the Contract. MS SQL 2012 R2 and the latest Windows server is the Port Authority standard. All data shall be secured and encrypted and all data is owned by the Port Authority. All backups shall be encrypted and one copy shall be at the site and a second copy shall be at an off-site location of which in both cases the Port Authority will have access to and will be able to use if needed. The Contractor shall give the needed tools to the Port Authority if it wishes to load the database at anytime on its system.

Any changes to the data shall be audited and no one, including the Administrators, can change the data. All changes shall occur through the program. The Authority will coordinate performing all system back up on all

applications and data on a daily basis and incremental backups for the rest of the week. All backups, incremental and archives shall be encrypted. The PA Standards and Audit Standards always supersedes the above and the Contractor may suggest stronger procedures to meet future operational standards.

**d) Web Platform/Server**

The Contractor is required to:

- a. Design and manage the web pages and their navigation and query functionality.
- b. Provide website maintenance, including content updates and site revisions.
- c. Deposit at least once a year, the latest computerized training application source code into a Port Authority approved escrow account in case the Contractor is no longer in business.
- d. It is anticipated updates to the training materials and manuals shall not occur more than once per year. If an update is required, the Contractor shall update the training and testing materials.

**e) Licensing**

We anticipate approximately a combined total of 73,000 people will need to be trained each year at the three primary airports. The Contractor shall include a description of the software licensing distribution model for the training application.

**f) Performance Monitoring**

The system shall monitor its performance, identify and restart application. The system shall provide alerts to selective administrative staff to any failure or problem within the system. These alert messages shall be real-time (30 seconds) of problem detection, and shall identify the problem. Persistent transmission of these problem status messages shall continue until the problem is fully resolved. This service shall also be able to detect and report if any data is lost from a data transmission. All notifications to administrative staff shall be in a non-technical format.

**g) Capacity Planning**

The Contractor is required to provide an analysis of capacity requirements in its software and system recommendations. The system is required to maintain optimum performance, speed and stability, not to exceed seventy percent (70%) of the system at peak loads, through its entire life span.

**h) Disaster Recovery Plan**

Provide active disaster recovery procedures, as applicable for the applications, which would adhere to the disaster recovery requirements in Attachment N (Control Requirements Checklist);

Shall update the Disaster Recovery Plan as required by the Port Authority. Any annual updates to this plan are subject to Port Authority approval. If there are no updates, the Contractor is responsible to notify the Port Authority.

## **i) Security**

The Contractor is required to implement multi-level application security provisions to ensure the protection of all data and maintain system integrity. These provisions shall meet Port Authority Audit and Technology Services Department Standards. These provisions include:

- Access limitation by password and permission
- Maintenance of audit controls
- Security violation reporting
- Network authentication
- Others – Identify what security measures will be taken

Security shall be administered accordingly at the application, module, data field, and /or transaction level. Passwords will be used to control access, authenticate users and protect against unauthorized use. Designated Port Authority staff will control the update of passwords and security.

Refer to the Port Authority Technology Services Department Standards and Guidelines and the System Administration Guide for more detailed information and requirements.

### **1. Server/Access Level Security**

Provide selective and controlled system access privileges and rights to authorized personnel, a list of those with such authorization shall be provided by the Port Authority Manager to the Contractor.

- i. An Administrative User permission category shall be available for the following purposes: adding, deleting and updating access privileges. Only designated Port Authority Administrators may have control of the assignment, removal or reinstatement of users
- ii. Include security modules, procedures, or capacities as dictated by best practices (password changes, time-outs, etc.)
- iii. Passwords shall be changed at set expiration times and account lockout shall be triggered after three unsuccessful login attempts
- iv. Provide automatic logoff from the application when there is no activity on the PC/laptop after a ten (10) minute period. The first login of a user should verify all parameters
- v. All passwords shall be encrypted and all traffic going over the air or across the network shall be encrypted (3Desfire (DES), Advanced Encryption Standard (AES) 256 or better)
- vi. Provide a secure but integrated application “portal” for user access. This will allow any authorized user a method to log onto the application regardless of his/her location
- vii. Provide the ability to detect and report access violations
- viii. Document how security issues relevant to desktop access, application server access, etc. will be addressed.

## **2. Network Security**

- i. Encrypt all data feeds and transfers
- ii. Ensure the web server firewall is capable of repelling Denial of Service attacks
- iii. Install intrusion detection software to monitor the web server and network as well as report on server/network activity
- iv. Install virus protection on all servers to prevent infections from viruses containing back door access software

### **j) Field Acceptance Testing**

The Contractor shall conduct a full program of field acceptance testing. All script plans, etc., shall be submitted to the Port Authority at least thirty (30) days prior to testing. No acceptance testing shall commence unless the Port Authority gives written approval to the Contractor. The purpose of the acceptance testing is to demonstrate to the Port Authority's satisfaction that the System is fully operational, reliable and conforms to all system requirements set forth in this Contract. The acceptance testing will begin after the implementation and will last for a period of thirty (30) calendar days for each testing phase for each airport. In the event of error or other malfunction during any acceptance testing period, the Contractor shall make the necessary corrections as they occur, at no additional cost to the Port Authority, and the Contractor shall be required to re-start and continue the testing of that phase, until the objective of thirty (30) consecutive days of continuous error-free operation is achieved. In addition, the Port Authority has the right to introduce ten (10%) of test case scenarios without prior notification to the Contractor. These test case scenarios will comply with the functional requirements outlined in the Scope of Work.

### **k) Application System Documentation**

The Contractor shall establish and maintain a documentation library containing all hardcopy and computer readable documentation for software, standards manuals and procedures manuals, and obtain or produce any needed documentation not in the Port Authority's possession. The Contractor will be responsible for ensuring that all documentation needed for the continued operation and management of the system is accurate and available and is in compliance with, at a minimum, a structured maintenance methodology approved by the Port Authority. The Contractor shall work with the Port Authority to ensure that controlled access to documentation materials is maintained, signing out manuals to authorized individuals when appropriate and tracking location of signed out materials. In similar manner, access to electronic versions of documentation shall also be controlled at the user ID level. All such documentation remains the property of the Port Authority, and all physical documentation shall be maintained on site at the Port Authority, and not removed from its premises.

The Contractor shall submit 60% to 100% application system documentation to the Port Authority and receive Port Authority written approval prior to commencing any work.

#### **l) Maintenance of Test Plans**

The Contractor shall maintain test plans and procedures for retesting the System after upgrades.

1. The Contractor shall also maintain a file of all test results in accordance with the documentation standards referenced above and evaluations of results along with any recommendations arising out of that testing.
2. All test plans shall be Port Authority approved. A Port Authority representative shall sign all performed tests. This signifies the work to the best of his/her knowledge was completed.
3. All test plans, related files and data are the property of the Port Authority. Test plan documentation shall include:
  - **Unit Testing** – Create and maintain unit test plans to verify the functioning of the new system component and that it satisfies the requirements
  - **System/Integration Testing** – Create and maintain test plans to test the entire system with the new component installed to verify the integrity of the system as a whole and to determine that the intended purpose of the new component is achieved
  - **Acceptance/User Testing** – Create and maintain test plans to verify the new component is properly functioning in the production environment for a full thirty (30) day period prior to final acceptance. Any corrections needed during the testing period shall be completed and installed. The thirty (30) day acceptance period clock will then begin again

#### **m) Training and User Documentation**

Provide training courses for Port Authority security personnel responsible for administrating and maintaining the system. All training shall be on-site (airports or WTC) in training rooms and the training shall be carried out by technically qualified Instructors. All training shall be complete prior to final acceptance.

Provide 12 (twelve) complete sets of separately bound operation and training manuals two (2) per facility for JFK, LGA, EWR and World Trade Center; one (1) manual each for Aviation Security Central Office, Technology Department, SWF and TEB, if applicable. In addition, the Contractor shall make the training and manuals available electronically.

All training material and user documentation is the property of the Port Authority for ongoing staff use. The Port Authority will have the right to duplicate, distribute, and use the material.

#### **n) Support and Maintenance Service**

In addition to all warranties under this Contract, the Contractor shall provide support and maintenance services. These services shall commence the date the system is satisfactorily completed and accepted in writing by the Port Authority for the first airport. The implementation schedule can be found in Task B, Section A (Implementation Schedule – Airport Training). Support and maintenance services for each completed phase will include the following:

**a) System Maintenance**

The Contractor shall provide 99.9% uptime of the application for systems operations which is anticipated to be Monday to Friday 6am to 8pm. Routine maintenance shall take place off-hours (8pm – 6am) unless the Port Authority advises otherwise.

The Contractor is required to respond to all unscheduled maintenance issues within either (8) hours in person and two (2) hours if the problem can be corrected by phone.

**b) Database Server Software Maintenance**

The Contractor, working with the Port Authority, shall provide on-going maintenance and support for the Application software and its database environment, encryption software and encryption of information within the database.

**c) Software Maintenance and Support**

The Contractor shall ensure consistent and reliable operation of the computer based security training application. A maintenance plan shall be submitted no later than thirty (30) days after Port Authority acceptance of the Contractor Acceptance Plan. Software maintenance shall include the following:

- i. Troubleshooting and necessary replacement of any software failures (three (3) day turn around required for replacement software)
- ii. Program content updates/changes as needed including revision of associated video(s) as regulations or site conditions change. One program update per airport per year.
- iii. Telephone support during business hours
- iv. Quarterly preventative maintenance visits. The Contractor is required to include with the invoice, supporting documentation which demonstrates preventative maintenance was performed on the system.
- v. On-site maintenance of application as needed
- vi. Data website administration and maintenance
- vii. The Contractor is required to maintain the database and its integrity and all administration. Please note the user information, test results, streaming video, etc. are to reside on the Contractor's Port Authority provided application and database server(s).
- viii. Programming upgrades and support. Any programming upgrades which become available shall be provided and installed prior to the end of the warranty period. Any associated training will be included.
- ix. All new releases and versions to the system software which add new functions or improve the performance of the licensed program. The cost for such associated training shall be included in the software maintenance and support costs. All software shall not be older than two revisions.
- x. Customization and editing (10%) of interactive test questions per year.

**o) Escrow**

The Contractor shall maintain an escrow account with a Port Authority approved and independent third party company in the business of providing escrow services, unless informed otherwise. The Contractor shall deposit the latest source code along with all necessary documentation, test programs, specifications, instructions for maintaining or modifying the licensed software and notify the Port Authority of the deposit date. The deposit shall contain all libraries and the platform operating system to allow the application to be recreated if so needed.

Note: The Port Authority may require the Contractor to have the independent third party perform testing services on the escrow deposit.

**p) Reports**

The Contractor shall develop, implement and disseminate several application reports in conjunction with the Port Authority. All reports are subject to Port Authority approval. One of the reports will provide the monitored results of the service levels. The Contractor shall develop approximately fifteen (15) reports and include a capability in the system to create additional reports. All reporting should be flexible in regards to increments of time for which data can be obtained and presented. The Contractor shall submit all reports within two weeks of request unless an extension is approved in writing from the Port Authority. The system shall allow the generated reports to export to Microsoft Word and to Microsoft Excel.

The following information shall be provided for each report: (Each report shall have the below listed information at a minimum)

- i. Report title
- ii. Report date
- iii. What facility the report applies to
- iv. The frequency that the report shall be generated (The report should state if it is generated monthly, daily, quarterly, etc.)
- v. The service level indicators utilized
- vi. A general content description (description of what the report is about. For example, a sample report can be on a particular company which has a high failure rate. The report would state "Company ABC – SIDA test failure rates from Oct 2012 to Dec 2012")
- vii. The data sources utilized
- viii. The person (specified by position) responsible for producing the report
- ix. How and to whom is the report distributed
- x. How many users attend each class and by day

Below is a listing of the required system reports. Please note this listing is not all inclusive and is subject to modification:

- i. How many users pass per month, per year by facility
- ii. How many users fail per month, per year by facility
- iii. What is the failure rate per population by facility What is the pass rate per population by facility
- iv. What is the percentage of the users who do not show up to take the scheduled training and/or testing per month, per year by facility
- v. What is the percentage by company of users who do not show up to take the scheduled training and/or testing per month, per year by facility

Port Authority representatives should be able to run reports on trouble tickets and response times. In addition, the Contractor will develop a tool which will allow the Port Authority representatives to create their own reports based on the captured system data.

**q) Service Level Agreement (SLA)**

The Contractor's obligations for the performance of all work at the service levels specified in this Contract are of the essence. The Contractor guarantees that it can and will complete performance under this Contract at the service levels stipulated below. The Authority may consider continued failure to meet performance under this Contract at the levels stipulated as a material breach of this Contract. Service level monitoring and damages assessed will begin immediately upon the provision of the services stated herein. The service levels specified in the table below are elaborated in the scope of work.

Inasmuch as the damage and loss to the Port Authority, which will result from the Contractor's failure to perform at these levels will include items of loss whose amount will be incapable or very difficult to accurately estimate, the damages to the Port Authority for failure to achieve the Service Levels will be liquidated as listed below.

The Contractor is required to meet the following Service Level Agreement which covers the following:

**1. System and Components**

The Contractor is required to clearly identify all components and technology layers of the System, and then map out all services from end-to-end. Through this process the overall flow of any and all transactions, hardware, software, communications components within the system can be determined and used to define appropriate service measuring points.

**2. Service Levels**

The following lists and categorizes the service levels that shall be monitored, reported on, and managed by the Contractor. These should be defined on a component level as well as a service and system level.

- i. **Application Availability:** Availability is defined as the percentage of the time a service is available for use, and shall be measured from the end user's perspective, which would include the user of a workstation. The critical measurement is the availability of each needed testing network, but measurement shall also include the availability of individual components, in order to identify the source of any service loss. The Contractor is required to provide a statement of availability of services and components. Additionally, the identification of any and all maintenance windows shall be declared, including the scheduling and duration, for workstations. The application shall be available to the users 99.9% of the time.
- ii. **Performance:** Performance is measured by the responsiveness of the system – the time it takes to complete a transaction. Response time shall be measured end-to-end, and from the end-user's perspective. Performance shall be measured and reported as an average based on a calendar month, yet also measured (and reported on) in regular intervals, in order to determine the consistency of response times/performance. The Contractor shall provide

performance guarantees in its proposed SLA, both as an average and as individual measurements.

- iii. **Accuracy and Completeness:** Accuracy is defined as the “correctness” of the data, and is further dissected into data integrity and data currency. Data integrity refers to the accuracy and consistency of the data and database structures. Data currency refers to data being timely and up-to-date. Data integrity and data currency are critical parameters in the system, and the Contractor shall guarantee services levels accordingly.
- iv. **Security:** The Contractor shall define the mechanisms used to detect, prevent, and report unauthorized access to the system. In addition, the Contractor shall ensure only authorized users can access the system.
- v. **Disaster Recovery:** The Contractor is responsible for the development of a disaster recovery plan. This plan shall be Port Authority approved. The plan shall, at a minimum, include the following topics:
  - defining each possible outage type (logical error, physical failure and/or nature disaster)
  - defining recovery plans for each resource and service
  - defining recovery plan for the system as a complete entity

The Contractor shall once a year demonstrate (test) it performed a successful recovery. The Contractor shall notify the Port Authority in advance of performing this test, and shall document and submit the test results to the Port Authority. The Port Authority reserves the right to participate in and/or monitor the recovery process.

### 3. System Monitoring

Monitoring the system requires tracking how well each device is operating and how well all components are working in concert. Monitoring capabilities for the system shall include the ability to:

- capture real-time data such as problem events or malfunction of services
- generation of alarms or alerts in a fault-management module
- notification to operations personnel (email or dial-out to a phone number)

### 4. Management of Services

The Contractor is required to comply with the various Port Authority Audit and IT standards listed below and is not all inclusive

#### i. Problem Management:

Problem Management support should include but not be limited to the items listed below:

- Response by the telephone within two (2) hours, on-site response within eight (8) hours, from the time the telephone call
- Resolution/Restoration: The entire system shall be restored within 24 hours if a problem occurs. A consistent method for recording all problem management trouble tickets should be opened with a description of each problem, the solution and the time frame it was resolved.

- Full documentation of the application shall be available. A System Manual will outline the system related functions and procedures, e.g. Restore and Recovery, Backup procedures, System Error messages and corrective actions, intrusion detections, alerts and procedures, etc.
- System modifications or upgrades shall include updated user documentation to accurately reflect system operation.
- A single point of contact for support services with multiple communication channels (email, voicemail, direct dialing)
- Monitoring, Escalation, and Reporting Procedures including collection of all call statistics

**ii. Change Management**

The Contractor shall ensure that scheduled changes cause a minimum disruption to the service. Communication between the Contractor and the Port Authority will ensure that applied changes do not impact system/applications during measured hours of availability.

The Contractor will be responsible for ensuring all changes to the System occur in a controlled manner. The Contractor shall be responsible for implementing and testing all application system changes. These changes shall be documented prior to implementation in the production environment, in accordance with a structured maintenance methodology agreeable to the Port Authority. In addition the Contractor should be aware of changes to the Port Authority's information infrastructure, with appropriate back out/reversal procedures.

<b>Service</b>	<b>Liquidated Damages</b>
Task B, Section q, Paragraph 2 – Service Levels, Item I – Application Availability	\$100 per day or part thereof if lack of availability is due to software failure
Task B, Section p, Reports	\$100 per day if the referenced service levels are not satisfied within the stated times
Task B, Section q, Paragraph 4 – Management of Services, Item i – Problem Management, Bullet 1	Per violation; failure to respond within 2 hours by phone \$100. In addition \$50 each additional 1 hour period
Task B, Section q, Paragraph 4 – Management of Services, Item i – Problem Management, Bullet 1	Per violation; failure to respond on-site within 8 hours from the telephone call \$100. In addition \$50 each additional 1 hour period
Task B, Section q, Paragraph 4 – Management of Services, Item i – Problem Management, Bullet 2	Per violation; failure to restore within 24 hours if due to software failure \$100. In addition \$50 each additional 1 hour period

**ATTACHMENT B**  
**PART III**  
**GENERAL CONTRACT PROVISIONS**

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# **GENERAL CONTRACT PROVISIONS**

## **1. GENERAL AGREEMENT**

The undersigned (hereinafter referred to as the "Contractor" or "you") agrees to provide, and The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") agrees to accept to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Services required by this Contract as more fully set forth in the Scope of Work attached hereto and made a part hereof. The Scope of Work requires the doing of all things necessary or proper for or incidental to the requirements as set forth in the Scope of Work. All things not expressly mentioned in the Scope of Work but involved in carrying out their intent are required by the Scope of Work and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

## **2. DEFINITIONS**

As used herein, "Director" shall mean the a Port Authority employee of the Authority acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally. For the purpose of administering this Agreement, the Director has designated the Project Manager ("PM") to act as his duly authorized representative.

For the purposes of this Agreement the Project Manager (or "Manager") shall be the individual with day-to-day responsibility for managing the project on behalf of the Port Authority. The Project Manager will be Courtney Fong.

As used herein, the term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturdays, Sundays, and holidays included.

"Facility" or "Facilities" shall mean:

- a) John F. Kennedy International (JFK) and LaGuardia (LGA) airports located in the borough and county of Queens in the city and state of New York
- b) Newark Liberty International (EWR) Airport in the cities of Newark (Essex County) and Elizabeth (Union County), in the state of New Jersey
- c) Stewart International (SWF) Airport located in the county of Orange in the city of Newburgh in the state of New York
- d) Teterboro (TEB) Airport located in the county of Bergen in the cities of Teterboro and Moonachie, state of New Jersey
- e) World Trade Center (WTC) located in the borough of Manhattan in the city and state of New York

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

As used herein, the term "Work Day" shall mean a day between Monday and Friday with Monday and Friday included.

As used herein the term "Specifications" shall mean all requirements of this RFP, technical and otherwise, for the performance of the Scope of Work and services hereunder.

Holidays: The following legal holidays will be observed at Port Authority offices and facilities:

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

Do not perform any Work unless authorized by the Authority on these days.

As used herein, the terms "Port Authority" or "Authority" shall mean the Port Authority of New York and New Jersey.

### **3. GENERAL PROVISIONS**

- A. Under no circumstances shall you or your subcontractors communicate in any way with any department, board, agency, commission, or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however, that data from manufacturers and suppliers of materials, devices and equipment shall be obtained by you when you find such data necessary unless otherwise instructed by the Authority.
- B. Any services performed for the benefit of the Authority at any time by you or on your behalf, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another expressly written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services except as provided under this Agreement.
- C. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further rules and regulations which may from time to time during the effective period of this Contract, be promulgated by the Port Authority for reasons of safety, health, preservation of property, or maintenance of a good and orderly appearance of the Facilities, or for the safe and efficient operation of the Facilities. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Contractor of every rule and regulation hereafter adopted by it.
- D. This Contract does not constitute the Contractor as an agent or representative of the Port Authority for any purpose whatsoever. The Contractor shall perform all services hereunder as an independent Contractor and the Contractor, its officers, and employees shall not be deemed to be agents, servants, or employees of the Port Authority.

#### **4. INTELLECTUAL PROPERTY**

- A. Except as provided below: as between the Port Authority and the Contractor all process flows, codes including, but not limited to scripts, programs, routines, processes, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether electronic or in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the exclusive property of the Authority, and the Authority shall have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. With regard to training manuals or any other knowledge transfer documentation, communication or presentation prepared under this Agreement the Authority shall expressly have the right to use, alter and reproduce including electronically, said manuals for its internal business purposes. The Contractor hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. Any information given to the Port Authority before, with or after submission of the Agreement on Terms of Discussion, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever except as otherwise set forth in the Agreement On Terms Of Discussion.

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

- B. All preexisting information or documentation including computer programs or code including source code, of the Contractor, utilized by the Contractor hereunder in the performance of his services hereunder shall be deemed licensed to the Authority for the duration and purposes of this agreement, but shall remain the property of the Contractor.
- C. When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.
- D. Third party software not specially prepared for the purpose of this agreement but utilized by the Contractor hereunder in the performance of his services hereunder shall be licensed

to the Contractor and the Authority for the duration and purposes of this agreement but shall remain the property of said third party.

- E. The above-described software shall be furnished by the Contractor without additional compensation.

## **5. PROPRIETARY RIGHTS IN SUBJECT MATTER NOT WITHIN THE INTELLECTUAL PROPERTY CLAUSE**

If in accordance with this Contract the Contractor furnishes research, development or consultative services in connection with the performance of the Work and if in the course of such research, development, or consultation patentable or copyrightable subject matter or trade secrets or other proprietary matter is produced by the Contractor, its officers, agents, employees, subcontractors, or suppliers, not custom software, and not covered under clause 6 entitled Intellectual Property, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that as between the Contractor and the Authority the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by the Authority to its successors, immediate or otherwise, in the operations of or ownership of any facility now or hereafter operated by the Authority or the Authority but such license shall not be otherwise transferable.

The right of the Authority as well as the Contractor to use all patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction as well as any copyrightable matter, trade secrets or other proprietary matters, shall be obtained by the Contractor without separate or additional compensation whether the same is patented or copyrighted before, during or after the performance of the Work.

## **6. INDEMNITY IN REGARD TO INFRINGEMENT MATTER**

The Contractor shall indemnify the Authority against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright, or other proprietary rights infringement arising out of or in connection with the Authority's use, in accordance with the preceding clause of such patentable subject matter or patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction, or copyrighted matter or other matter protected as intellectual property. If requested by the Authority and if notified promptly in writing of any such claims, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to the Authority. If the Authority be enjoined from using any of the facilities which form the subject matter of this Contract, and as to which the Contractor is to indemnify the Authority against proprietary rights claims, the Authority may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any

proprietary rights and if the Contractor shall fail to do so, the Contractor shall, at its expense, remove all such facilities and refund the cost thereof to the Authority and otherwise equitably adjust compensation and take such steps as may be necessary to ensure compliance by the Authority with such injunction, to the satisfaction of the Authority.

The Contractor shall promptly and fully inform the Director of any claims or disputes for infringement or otherwise, whether existing or potential, of which it has knowledge relating to any Intellectual Property used, developed or licensed in connection with the performance of the Work or otherwise in connection with this Contract.

## **7. CONTRACT RECORDS AND DOCUMENTS – PASSWORDS AND CODES**

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

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

## **8. COMPLIANCE WITH WEB SITE TERMS OF USE AND PRIVACY POLICIES**

Subject to all of the provisions of this Contract including, without limitation, the obligations of the Contractor under the section hereof entitled “Indemnification,” the Contractor shall, and shall compel its employees, agents and subcontractors, to strictly abide by and comply with the policies established by the Authority governing the use of the Authority’s web sites as set forth in the Authority web sites Terms of Use and Privacy Statement as the same may be supplemented or amended. The Contractor shall immediately implement all procedures in connection with such policies and in furtherance thereof as directed by the Authority.

## **9. TIME IS OF THE ESSENCE**

The Contractor's obligations for the performance and completion of all work within the time or times provided for in this Contract are of the essence of this Contract.

## **10. FINAL PAYMENT**

After satisfactory completion of all services required hereunder, and upon receipt from the Contractor of such information as may be required, the Director shall certify in writing to the Contractor the total compensation earned by the Contractor.

If so required, the Contractor shall thereupon furnish to the Authority a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then

outstanding which he has reason to believe may thereafter be made on account of the services provided under this Agreement.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required and if such date is later), the Port Authority shall pay to the Contractor by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Agreement called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him, of the Final Payment shall be and shall operate as a release to the Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with this contract and for every act and neglect of the Authority and others relating to or arising out of the this contract, including claims arising out of breach of the contract and claims based on claims of third persons.

The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment.

## **11. DEFAULT, REVOCATION OR SUSPENSION OF CONTRACT**

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

1. If fire or other event shall destroy all or a substantial part of the Facility, asset or infrastructure necessary to perform the Scope of Work.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance

thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

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

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

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

any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

C. If any of the following shall occur:

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

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

D. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

E. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default

on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

- F. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
  
- G. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
  
- H. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights

of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

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

## **12. WITHHOLDING OF PAYMENT**

If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Authority and the Contractor (including his obligation to the Authority to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor is made against the Authority or (3) any subcontractor under this Contract or any other agreement between the Authority and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of on in connection with this Contract or any other agreement between the Authority and the Contractor or if in the opinion of the Authority any of the aforesaid contingencies is likely to arise, then the Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to protect it against delay or loss or to satisfy such claims. All sums so applied shall be deducted from the

Contractor's compensation. Omission by the Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such materialman, subcontractors, workman or other third persons.

Until actual payment to the Contractor, its right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Authority under this clause.

### **13. CONTRACTOR PERSONNEL STANDARDS OF PERFORMANCE**

The Contractor shall furnish sufficiently trained management, supervisory, technical and operating personnel to perform the services required of the Contractor under this Contract. If, in the opinion of the Director, any of the Contractor's personnel are not satisfactory in the performance of services to be furnished hereunder, the Contractor shall remove such personnel and replace them with personnel satisfactory to the Director.

At the time the Contractor is carrying out its operations there may be other persons working physically in the vicinity or in the same logical or technical infrastructure. . The Contractor shall so conduct its operations as to work in harmony and not endanger, interfere with or delay the operations of others, all to the best interests of The Authority and others and as may be directed by the Director.

### **14. DESIGNATED SECURE AREAS**

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

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

## 15. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the

replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

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

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

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

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

## **16. INSURANCE PROCURED BY THE CONTRACTOR**

The Contractor shall take and maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability covering the obligations assumed by the contractor under this contract, AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

**Commercial General Liability Insurance - \$ 5 million combined single limit per occurrence for bodily injury and property damage liability.**

**Automobile Liability Insurance - \$ 5 million combined single limit per accident for bodily injury and property damage liability.**

**In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey as additional insured**, including but not limited to premises- operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provision which would limit the scope of coverage from standard Commercial General Liability coverage. The liability policy (ies) shall contain a cross-liability or separation of insureds clause so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor's insurance shall be primary. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

**The liability policy (ies) shall contain the following endorsement for the above liability coverages and shall appear in its entirety, on the certificate of insurance:**

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

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

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of New York and New Jersey, **Att: Facility Contract Administrator**, at the location where the work will take place and to the **General Manager, Risk Management**, 4 World Trade Center, 19<sup>th</sup> Floor, New York, NY 10006.

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

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

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor

shall suspend performance of the Contract at the Facility. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Port Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Port Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS#4003N]

## **17. ASSIGNMENTS AND SUBCONTRACTS**

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express written consent of the Director shall be void and of no effect as to the Authority, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Director, may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to the Authority a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Integrity" Section entitled "Certification of No Investigation Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage Contingent or Other Fee". All further subcontracting by any subcontractor shall also be subject to such approval of the Director

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority or the Director shall create any rights in favor of such subcontractor and against the Authority; and as between the Authority and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontractors and all approvals of subcontractors, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Director, the Director shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

## 18. CERTAIN CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

- A. That it is financially responsible and experienced in, and competent to perform this Contract; that no representation, promise or statement, oral or in writing, has induced it to submit its Proposal, saving only those contained in the papers expressly made part of this Contract; that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true; and, if the Contractor be a corporation, that it is authorized to perform this Contract;
  
- B. That it has carefully examined and analyzed the provisions and requirements of this Contract, that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigations was adequate;
  
- A. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
  
- B. That no Commissioner, officer, agent or employee of the Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
  
- E. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (2) the nature, existence or location of materials, structures, obstructions, utilities or conditions, which may be encountered at the installation sites; (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (4) the general or local conditions which may in any way affect this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether similar to or different from those referred to in (1) through (5) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.
  
- F. That, notwithstanding any requirements of this Contract, any inspection or approval of the Contractor's services by the Authority, or the existence of any patent or trade name, the Contractor nevertheless warrants and represents that the services and any intellectual property supplied to the Authority hereunder shall be of the best quality and shall be fully fit for the purpose for which they are to be used. The Contractor unconditionally guarantees against

defects or failures of any kind, including defects or failures in design, workmanship and materials, excepting solely defects or failures which the Contractor demonstrates to the satisfaction of the Authority have arisen solely from accident, abuse or fault of the Authority occurring after issuance of Final Payment hereunder and not due to fault on the Contractor's part. In the event of defects or failures in said services, or any part thereof, then upon receipt of notice thereof from the Authority, the Contractor shall correct such defects or failures as may be necessary or desirable, in the sole opinion of the Authority, to comply with the above guaranty.

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

Nothing in the Scope of Work or any other part of the Contract is intended as or shall constitute a representation by the Authority as to the feasibility of performance of this Contract or any part thereof. Moreover, the Authority does not warrant or represent either by issuance of the Scope of Work or by any provision of this Contract as to time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times.

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

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

## **19. RIGHTS AND REMEDIES OF THE AUTHORITY**

The Authority shall have the following rights in the event the Director shall deem the Contractor guilty of a breach of any term whatsoever of this contract:

- a) The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through other Contractors;
- b) The right to cancel this Contract as to any or all of the Work yet to be performed;

- c) The right to specific performance, an injunction or any other appropriate equitable remedy;
- d) The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of The Authority indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Required Information" and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent or Other Fee", or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

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

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate issued under this Agreement or otherwise issued by the Authority, or any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance or work, nor any performance by the authority of any of the Contractor's duties or obligations, nor any aid provided to the Contractor by the Authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its Commissioners, officers, agents or employees shall be deemed to be a waiver of any provision of this agreement or of any rights or remedies to which the Authority may be entitled because of any breach hereof, excepting only a resolution of its Commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

## **20. RIGHTS AND REMEDIES OF THE CONTRACTOR**

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

## **21. TAX EXEMPTIONS**

Purchases of services and tangible personal property by the Port Authority are exempt from New York and New Jersey state and local sales and compensating use taxes. (Sales Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Sales Taxes. Accordingly, the Contractor must not include Sales Taxes in the price charged to the Port Authority for the contractor's services under this Contract.

## **22. TITLE TO EQUIPMENT**

Title to all equipment to be furnished hereunder by the Contractor shall be transferred to the Authority upon its delivery to the installation site.

The Contractor shall furnish such bills of sale and affidavits of title as the Authority shall reasonably request.

## **23. NOTICE REQUIREMENTS**

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice and of information with respect to such claim as provided in this clause. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein "claim" shall include any claim arising out of this agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to execution of this Agreement and claims of a type which are barred by the provisions of this agreement) for damages, payment or compensation of any nature or for performance of any part of this Agreement.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

- A. In the case of any claims for which requirements are set forth elsewhere in this Agreement as to notice and information, such requirements shall apply.
  
- B. In the case of all other types of claims, notice shall have been given to the Director, as soon as practicable, and in any case within forty eight (48) hours after occurrence of the act, omission, or other circumstances upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made which records shall be submitted to the Authority.

The above requirements for notices and information are for the purpose of enabling the Authority to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstance as they occur and the requirements herein for such notice and information are essential to this Agreement and are in addition to any notice required by statute with respect to suits against the Authority.

The above referred to notices and information are required whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Authority has indicated it will consider a claim.

No, act, omission or statement of any kind shall be regarded as a waiver of any of the provisions of this clause or may be relied upon as such waiver except only either a written statement signed by the Executive Director of the Authority or a resolution of the Commissioners of the Authority expressly stating that a waiver is intended as to any particular provision of this clause, and more particularly, no discussion, negotiation, consideration, correspondence or requests for information with respect to a claim by any Commissioner, officer, employees or agent of the Authority shall be construed as a waiver of any provision of this clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Authority representative above designated to receive it may not be sufficient to come to the attention of the representative of the Authority with the knowledge and responsibility of dealing with the situation, only notice and information complying with the express provisions of this clause shall be deemed to fulfill the Contractor's obligation under this Agreement.

## **24. SERVICE OF NOTICES ON THE CONTRACTOR**

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office box, enclosed in a postpaid wrapper addressed to the Contractor at his/her office, or its delivery to his/her office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until further notice to the Authority the Contractor's office will be that stated in his/her Proposal. Notices may also be served personally upon the Contractor; or if a corporation, upon any officer, director or managing or general agent; or if a partnership upon any partner.

## **25. NO THIRD PARTY RIGHTS**

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

## **26. INDEMNIFICATION AND RISKS ASSUMED BY THE CONTRACTOR**

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

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

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

- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

## **27. APPROVAL OF METHODS**

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

## **28. PORT AUTHORITY TECHNOLOGY STANDARDS AND GUIDELINES AND SUPPLEMENTAL GUIDELINES FOR THE PORT AUTHORITY TECHNOLOGY SERVICES DEPARTMENT**

The Contractor and any subcontractors shall follow the Port Authority Technology Standard and Guidelines and the Supplemental Guidelines for the Port Authority Technology Services Department attached hereto and made a part hereof, and shall comply with any updates to or changes in best practices related to such Standards and Guidelines.

## **29. SUBMISSION TO JURISDICTION**

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

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

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

### **30. APPLICABLE LAW**

This Contract shall be construed in accordance with the laws of the State of New York. The Contractor hereby consents to the exercise by the courts of the States of New York and New Jersey of jurisdiction in personam over it with respect to any matter arising out of or in connection with this Contract and waives any objection to such jurisdiction which it might otherwise have; and the Contractor agrees that mailing of process by registered mail addressed to it at the address of the Contractor set forth in the Proposal, shall have the same effect as personal service within the States of New York or New Jersey upon a domestic corporation of said State.

### **31. AUTHORITY OF THE DIRECTOR**

Inasmuch as the public interest requires that the Project to which this Contract relates shall be performed in the manner which the Authority, acting through the Director deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental thereto and the Specifications shall be deemed merely the Director's present determination on this point. In the exercise of this authority, the Director shall have power to alter the Specifications, to require the performance of Work not required by them in their present form, even though of a totally different character from that not required, and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. If at any time it shall be, from the viewpoint of the Authority, impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Authority, the Director shall have authority to suspend performance of any part or all of the Contract until such time as the Director may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of the Authority impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof for reasons within or beyond the control of the Authority, the Director shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already satisfactorily performed, but no allowance shall be made for anticipated profits. To resolve all disputes and to prevent litigation, the parties to this Contract authorize the Director to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) and such decision shall be conclusive, final and binding on the parties. The Director's decision may be based on such assistance as she may find desirable. The effect of the decision shall not be impaired or waived by any negotiation or settlement offers in connection with the question decided, whether or not she participated therein, or by any prior decision of her or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

All such questions shall be submitted in writing by the Contractor to the Director for a decision together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against the Authority relating to any such

question the Contractor must allege in the complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Director.

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Director and shall perform the Contract to her satisfaction at such times and places, by such methods and such manner and sequence as she may require, and the Contract shall at all stages be subject to her inspection. The Contractor shall employ no equipment, materials, methods or men to which she objects, and shall remove no materials, equipment or other facilities from the Authority site without permission. Upon request, she shall confirm in writing any oral order, direction, requirements or determination.

The enumeration herein or elsewhere of particular instances in which the opinion, judgment, discretion or determination of the Director shall control or in which the Contract shall be performed to her satisfaction or subject to her inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and performed.

This provision shall be construed in accordance with the laws of the State of New York excluding its conflict of law provisions.

### **32. APPROVALS BY THE DIRECTOR**

The approval by the Director of any service required hereunder, shall be construed merely to mean that at that time the Director knows of no good reason for objecting thereto and no such approval shall release the Contractor from its full responsibility for the satisfactory performance of the services to be supplied. "Approved equal" shall mean approved by the Director.

### **33. CONTRACT REVIEW AND COMPLIANCE AUDITS**

The Contractor, and any subcontractors, shall provide system access and reasonable assistance to the Authority's External and Internal Audit staff or its consultants in their performance of work under the contract, including producing specific requested information, extraction of data and reports. The Contractor, and any subcontractors, shall support requests related to audits of the agreement and administration tasks and functions covered by this Contract.

The Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor revenue "owned" by the Port Authority.

The Authority reserves the right to use as required and load security and system software to evaluate the level of security and vulnerabilities in any applicable environment-covered under this Contract. If such right is exercised, then both parties shall work in good faith to ensure there is no access or potential access to third party proprietary data within the applicable environment or access to other systems not covered under this Contract.

### **34. AUTHORITY ACCESS TO RECORDS**

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this Agreement, amounts for which it has been compensated, or claims he should be compensated, by The Authority above those included in the lump sum compensation set forth elsewhere herein. All Contractor records shall be kept in the Port District. The Contractor shall obtain for The Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three (3) years after Final Payment to the Contractor, provided, however, that if within the aforesaid one year period The Authority has notified the Contractor in writing of a pending claim by The Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) years from the date of Final Payment with respect to the records and documents involved.

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

The Contractor shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Authority or the Authority's external auditors that may, from time to time, be designated to audit detail records which support Contractor charges to the Authority. The Authority shall have access to the detail records that support Contractor charges to the Authority for up to three (3) years following the termination of the Contract.

No provision in this Contract giving The Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents that The Authority would have in the absence of such provision.

### **35. HARMONY**

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

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of

lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

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

### **36. CLAIMS OF THIRD PERSONS**

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

### **37. NO DISCRIMINATION IN EMPLOYMENT, EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor is advised to ascertain and comply with all applicable Federal, State and Local statutes, ordinances, rules and regulations and Federal Executive Orders pertaining to equal employment opportunity, affirmative action and non-discrimination in employment.
- B. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with any such statutes, ordinances, rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

## **38. CONTRACTOR'S INTEGRITY PROVISIONS**

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;

- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications in 38 (1) and 38 (2) above, shall be deemed to have been made by the Bidder as follows:

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

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

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

reasons for its uncertainty. With respect to the foregoing certification in paragraph “2g”, if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a “financial interest” in this Contract, as described in the Procurement Disclosure Policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

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

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

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

#### **4. Contractor Responsibility, Suspension of Work and Termination**

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

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

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

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

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

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

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

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

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

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

## **6. Conflict of Interest**

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

Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority's determination regarding any questions of conflict of interest shall be final.

## **7. Definitions**

As used in this Section 38, the following terms shall mean:

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

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

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

### **39. CONFIDENTIAL INFORMATION/NON-PUBLICATION**

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

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

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

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

### **40. PROVISIONS OF LAW DEEMED INSERTED**

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

#### **41. INVALID CLAUSES**

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

#### **42. NO ESTOPPEL OR WAIVER**

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

#### **43. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES**

Neither the Commissioners of the Authority, nor any officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

#### **44. MODIFICATION OF CONTRACT**

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

#### **45. M/WBE GOOD FAITH PARTICIPATION**

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

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

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

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business Diversity and Civil Rights, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business Diversity and Civil Rights, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/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 M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan 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 M/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 as the M/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each M/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.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority

will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

#### **46. TRASH REMOVAL**

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

#### **47. ENTIRE AGREEMENT**

This Contract including the Request for Proposals for # 41842 (including its Scope of Works and other attachments, endorsements and exhibits, if any,) as well as the Proposal submitted by the Contractor contains the entire agreement between the parties. In the event of any inconsistency between this Contract and other attachments, endorsements and exhibits, if any, including the Proposal submitted by the Contractor, this Contract shall be controlling.

**ATTACHMENT C - COST PROPOSAL FORM-SEE ATTACHMENT**

**TOTAL ESTIMATED CONTRACT PRICE**  
**Aviation and World Trade Center (Years 1-5) Summary Sheet**

**Total Contract Cost including 1-300 concurrent user licenses**

(A)Estimated Annual Contract Cost- First Year (Y1A)	=	<hr/>	#VALUE!
(B)Estimated Annual Contract Cost - Second Year (Y2)	=	<hr/>	#VALUE!
(C)Estimated Annual Contract Cost - Third Year (Y3)	=	<hr/>	#VALUE!
(D)Estimated Annual Contract Cost - Fourth Year (Y4)	=	<hr/>	#VALUE!
(E)Estimated Annual Contract Cost - Fifth Year (Y5)	=	<hr/>	#VALUE!
<b>Total Estimate Contract Price (Years 1-5) [A+B+C+D+E]</b>	=	<hr/>	#VALUE!

**Total Contract Cost including unlimited concurrent user licenses**

(A)Estimated Annual Contract Cost- First Year (Y1B)	=	<hr/>	
(B)Estimated Annual Contract Cost - Second Year (Y2)	=	<hr/>	#VALUE!
(C)Estimated Annual Contract Cost - Third Year (Y3)	=	<hr/>	#VALUE!
(D)Estimated Annual Contract Cost - Fourth Year (Y4)	=	<hr/>	#VALUE!
(E)Estimated Annual Contract Cost - Fifth Year (Y5)	=	<hr/>	#VALUE!
<b>Total Estimate Contract Price (Years 1-5) [A+B+C+D+E]</b>	=	<hr/>	#VALUE!

Year 1 (November 1, 2015 - October 31, 2016)

	Estimated Annual Hours*	Hourly Rate	Total Estimated Annual Cost
<b>A) Training</b>			
<b>SIDA Training - Instructor</b>			
JFK	4,300	x \$ _____	= \$ _____ #VALUE!
LGA	1,500	x \$ _____	= \$ _____ #VALUE!
EWR	2,900	x \$ _____	= \$ _____ #VALUE!
SWF	200	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
1) Aviation SIDA Total	8,900	x \$ _____	= \$ _____ #VALUE! (1)
<b>SIDA Training - Proctor</b>			
JFK	0	x \$ _____	= \$ _____ #VALUE!
LGA	0	x \$ _____	= \$ _____ #VALUE!
EWR	0	x \$ _____	= \$ _____ #VALUE!
SWF	0	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
2) Aviation SIDA Total	0	x \$ _____	= \$ _____ #VALUE! (2)
<b>SIDA Training - Total</b>			
JFK	4,300		\$ _____ #VALUE!
LGA	1,500		\$ _____ #VALUE!
EWR	2,900		\$ _____ #VALUE!
SWF	200		\$ _____ #VALUE!
TEB	0		\$ _____ #VALUE!
3) Aviation SIDA Total	8,900	(1) + (2)	\$ _____ #VALUE! (a)
<b>IO/Signatory Authority Training - Instructor</b>			
JFK	300	x \$ _____	= \$ _____ #VALUE!
LGA	200	x \$ _____	= \$ _____ #VALUE!
EWR	200	x \$ _____	= \$ _____ #VALUE!
SWF	100	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
4) Aviation IO Total	800	x \$ _____	= \$ _____ #VALUE! (1)
<b>IO/Signatory Authority Training - Proctor</b>			
JFK	0	x \$ _____	= \$ _____ #VALUE!
LGA	0	x \$ _____	= \$ _____ #VALUE!
EWR	0	x \$ _____	= \$ _____ #VALUE!
SWF	0	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
5) Aviation IO Total	0	x \$ _____	= \$ _____ #VALUE! (2)
<b>IO/Signatory Authority Training - Total</b>			
JFK	300		= \$ _____ #VALUE!
LGA	200		= \$ _____ #VALUE!
EWR	200		= \$ _____ #VALUE!
SWF	100		= \$ _____ #VALUE!
TEB	0		= \$ _____ #VALUE!
6) Aviation IO Total	800	(1) + (2)	= \$ _____ #VALUE! (b)
<b>WTC Site Training - Instructor</b>			
	1,200	x \$ _____	= \$ _____ #VALUE! (c)
<b>Curriculum Development/Modifications</b>			
			\$ _____ (d)
<b>A) Total</b>	10,900	<sup>A</sup> (a) + (b) + (c) + (d)	= \$ _____ #VALUE! (A)

**B) Annual Computerized Web-based Costs - SIDA and IO**

		<u>Total Estimated Annual Cost</u>	
1) Application Software License		\$ _____	(1)
2) Client Access Software		\$ _____	
a) 1 to 300 concurrent user licenses		\$ _____	(2a)
b) unlimited number of concurrent user licenses***		\$ _____	(2b)
3) Software Maintenance		\$ _____	(3)
4) RDBMS (relational database management system) Software license		\$ _____	(4)
5) Customization of Software/Curriculum Develop/Modification		\$ _____	(5)
6) Other software items		\$ _____	(6)
7) Labor Costs to install and configure the application**		\$ _____	(7)
8) Headsets and one time use sanitary headset covers		\$ _____	(8)
Total including 2a	B1 (1) through (8)	= \$ _____	0 (B1)
Total including 2b	B2 (1) through (8)	= \$ _____	0 (B2)

**C) Annual Computerized Web-based Costs - Sec Awareness or Similar**

		<u>Total Estimated Annual Cost</u>	
1) Application Software License		\$ _____	(1)
2) Client Access Software		\$ _____	
a) 1 to 300 concurrent user licenses		\$ _____	(2a)
b) unlimited number of concurrent user licenses***		\$ _____	(2b)
3) Software Maintenance		\$ _____	(3)
4) RDBMS (database) Software license		\$ _____	(4)
5) Customization of Software/Curriculum Develop/Modification		\$ _____	(5)
6) Other software items		\$ _____	(6)
7) Labor Costs to install and configure the application**		\$ _____	(7)
Total including 2a	C1 (1) through (7)	= \$ _____	0 (C1)
Total including 2b	C2 (1) through (7)	= \$ _____	0 (C2)

**D) MANAGEMENT FEE**

	<u>Monthly Charge*</u>		<u># of Months</u>		<u>Total Annual Charge</u>
1) Management Fee for Aviation Facilities:					
JFK	\$ _____	x	12	= \$	#VALUE!
LGA	\$ _____	x	12	= \$	#VALUE!
EWR	\$ _____	x	12	= \$	#VALUE!
SWF	\$ _____	x	12	= \$	#VALUE!
TEB	\$ _____	x	12	= \$	#VALUE!
Aviation Total	\$ _____	x	12	= \$	#VALUE! (1)
2) WTC Management Fee:	\$ _____	x	12	= \$	#VALUE! (2)
Total		D	(1) + (2)	= \$	#VALUE! (D)

Total Est. Annual Contract Amt including (A) + (B1) + (C1) + (D) = \$ \_\_\_\_\_ #VALUE! (Y1A)

Total Est. Annual Contract Amt including (A) + (B2) + (C2) + (D) = \$ \_\_\_\_\_ #VALUE! (Y1B)

\*Note: all quantities are estimated and not guaranteed. Only actual hours and number of months consumed will be eligible for invoicing and payment.

\*\* Any Labor costs must be listed

Refer to Contract scope of work for details regarding Instructor hours.

\*\*\* The Proposer shall provide an alternate price to deliver a system with unlimited user licenses.

Year 2 (November 1, 2016 - October 31, 2017)

	Estimated Annual Hours*	Hourly Rate	Total Estimated Annual Cost
<b>A) Training</b>			
<b>SIDA Training - Instructor</b>			
JFK	2,365	x \$ _____	= \$ _____ #VALUE!
LGA	1,500	x \$ _____	= \$ _____ #VALUE!
EWR	290	x \$ _____	= \$ _____ #VALUE!
SWF	20	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
1) Aviation SIDA Total	4,175	x \$ _____	= \$ _____ #VALUE! (1)
<b>SIDA Training - Proctor</b>			
JFK	1,935	x \$ _____	= \$ _____ #VALUE!
LGA	0	x \$ _____	= \$ _____ #VALUE!
EWR	2,610	x \$ _____	= \$ _____ #VALUE!
SWF	180	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
2) Aviation SIDA Total	4,725	x \$ _____	= \$ _____ #VALUE! (2)
<b>SIDA Training - Total</b>			
JFK	4,300		\$ _____ #VALUE!
LGA	1,500		\$ _____ #VALUE!
EWR	2,900		\$ _____ #VALUE!
SWF	200		\$ _____ #VALUE!
TEB	0		\$ _____ #VALUE!
3) Aviation SIDA Total	8,900	(1) + (2)	\$ _____ #VALUE! (a)
<b>IO/Signatory Authority Training - Instructor</b>			
JFK	165	x \$ _____	= \$ _____ #VALUE!
LGA	200	x \$ _____	= \$ _____ #VALUE!
EWR	20	x \$ _____	= \$ _____ #VALUE!
SWF	10	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
4) Aviation IO Total	395	x \$ _____	= \$ _____ #VALUE! (1)
<b>IO/Signatory Authority Training - Proctor</b>			
JFK	135	x \$ _____	= \$ _____ #VALUE!
LGA	0	x \$ _____	= \$ _____ #VALUE!
EWR	180	x \$ _____	= \$ _____ #VALUE!
SWF	90	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
5) Aviation IO Total	405	x \$ _____	= \$ _____ #VALUE! (2)
<b>IO/Signatory Authority Training - Total</b>			
JFK	300		= \$ _____ #VALUE!
LGA	200		= \$ _____ #VALUE!
EWR	200		= \$ _____ #VALUE!
SWF	100		= \$ _____ #VALUE!
TEB	0		= \$ _____ #VALUE!
6) Aviation IO Total	800	(1) + (2)	= \$ _____ #VALUE! (b)
<b>WTC Site Training - Instructor</b>			
	1,200	x \$ _____	= \$ _____ #VALUE! (c)
<b>Curriculum Development/Modifications</b>			
			\$ _____ (d)
<b>A) Total</b>	10,900	A (a) + (b) + (c) + (d)	= \$ _____ #VALUE! (A)

**B) Annual Computerized Web-based Costs - SIDA and IO**

		<u>Total Estimated Annual Cost</u>
1) Software Maintenance		<u>\$</u> (1)
2) Customization of Software/Curriculum Develop/Modification		<u>\$</u> (2)
3) Other software items		<u>\$</u> (3)
4) One time use sanitary headset covers		<u>\$</u> (4)
Total	B (1) through (4) =	<u>\$</u> 0 (B)

**C) Annual Computerized Web-based Costs - Sec Awareness or Similar**

		<u>Total Estimated Annual Cost</u>
1) Software Maintenance		<u>\$</u> (1)
2) Customization of Software/Curriculum Develop/Modification		<u>\$</u> (2)
3) Other software items		<u>\$</u> (3)
Total	C (1) through (3) =	<u>\$</u> 0 (C)

**D) MANAGEMENT FEE**

	<u>Monthly Charge*</u>		<u># of Months</u>		<u>Total Annual Charge</u>
1) Management Fee for Aviation Facilities:					
JFK	<u>\$</u>	x	12	=	<u>\$</u> #VALUE!
LGA	<u>\$</u>	x	12	=	<u>\$</u> #VALUE!
EWR	<u>\$</u>	x	12	=	<u>\$</u> #VALUE!
SWF	<u>\$</u>	x	12	=	<u>\$</u> #VALUE!
TEB	<u>\$</u>	x	12	=	<u>\$</u> #VALUE!
Aviation Total	<u>\$</u>	x	12	=	<u>\$</u> #VALUE! (1)
2) WTC Management Fee:					
Total	<u>\$</u>	x	12	=	<u>\$</u> #VALUE! (2)
		D	(1) + (2)	=	<u>\$</u> #VALUE! (D)

Total Est. Annual Contract Amt including (A) + (B) + (C) + (D) = \$ #VALUE! (Y2)

\*Note: all quantities are estimated and not guaranteed. Only actual hours and number of months consumed will be eligible for invoicing and payment.

Refer to Contract scope of work for details regarding Instructor hours.

Year 3 (November 1, 2017 - October 31, 2018)

	Estimated Annual Hours*	Hourly Rate	Total Estimated Annual Cost
<b>A) Training</b>			
<b>SIDA Training - Instructor</b>			
JFK	430	x \$ _____	= \$ _____ #VALUE!
LGA	150	x \$ _____	= \$ _____ #VALUE!
EWR	290	x \$ _____	= \$ _____ #VALUE!
SWF	20	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
1) Aviation SIDA Total	<u>890</u>	x \$ _____	= \$ _____ #VALUE! (1)
<b>SIDA Training - Proctor</b>			
JFK	3,870	x \$ _____	= \$ _____ #VALUE!
LGA	1,350	x \$ _____	= \$ _____ #VALUE!
EWR	2,610	x \$ _____	= \$ _____ #VALUE!
SWF	180	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
2) Aviation SIDA Total	<u>8,010</u>	x \$ _____	= \$ _____ #VALUE! (2)
<b>SIDA Training - Total</b>			
JFK	4,300		\$ _____ #VALUE!
LGA	1,500		\$ _____ #VALUE!
EWR	2,900		\$ _____ #VALUE!
SWF	200		\$ _____ #VALUE!
TEB	0		\$ _____ #VALUE!
3) Aviation SIDA Total	<u>8,900</u>	(1) + (2)	\$ _____ #VALUE! (a)
<b>IO/Signatory Authority Training - Instructor</b>			
JFK	30	x \$ _____	= \$ _____ #VALUE!
LGA	20	x \$ _____	= \$ _____ #VALUE!
EWR	20	x \$ _____	= \$ _____ #VALUE!
SWF	10	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
4) Aviation IO Total	<u>80</u>	x \$ _____	= \$ _____ #VALUE! (1)
<b>IO/Signatory Authority Training - Proctor</b>			
JFK	270	x \$ _____	= \$ _____ #VALUE!
LGA	180	x \$ _____	= \$ _____ #VALUE!
EWR	180	x \$ _____	= \$ _____ #VALUE!
SWF	90	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
5) Aviation IO Total	<u>720</u>	x \$ _____	= \$ _____ #VALUE! (2)
<b>IO/Signatory Authority Training - Total</b>			
JFK	300		= \$ _____ #VALUE!
LGA	200		= \$ _____ #VALUE!
EWR	200		= \$ _____ #VALUE!
SWF	100		= \$ _____ #VALUE!
TEB	0		= \$ _____ #VALUE!
6) Aviation IO Total	<u>800</u>	(1) + (2)	= \$ _____ #VALUE! (b)
<b>WTC Site Training - Instructor</b>			
	1,200	x \$ _____	= \$ _____ #VALUE! (c)
<b>Curriculum Development/Modifications</b>			
			\$ _____ (d)
<b>A) Total</b>	<u>10,900</u>	A (a) + (b) + (c) + (d)	= \$ _____ #VALUE! (A)

**B) Annual Computerized Web-based Costs - SIDA and IO**

		<u>Total Estimated Annual Cost</u>	
1) Software Maintenance		\$ _____	(1)
2) Customization of Software/Curriculum Develop/Modification		\$ _____	(2)
3) Other software items		\$ _____	(3)
4) One time use sanitary headset covers		\$ _____	(4)
Total	B (1) through (4) =	\$ _____	0 (B)

**C) Annual Computerized Web-based Costs - Sec Awareness or Similar**

		<u>Total Estimated Annual Cost</u>	
1) Software Maintenance		\$ _____	(1)
2) Customization of Software/Curriculum Develop/Modification		\$ _____	(2)
3) Other software items		\$ _____	(3)
Total	C (1) through (3) =	\$ _____	0 (C)

**D) MANAGEMENT FEE**

	<u>Monthly Charge*</u>		<u># of Months</u>		<u>Total Annual Charge</u>
1) Management Fee for Aviation Facilities:					
JFK	\$ _____	x	12	=	\$ #VALUE!
LGA	\$ _____	x	12	=	\$ #VALUE!
EWR	\$ _____	x	12	=	\$ #VALUE!
SWF	\$ _____	x	12	=	\$ #VALUE!
TEB	\$ _____	x	12	=	\$ #VALUE!
Aviation Total	\$ _____	x	12	=	\$ #VALUE! (1)
2) WTC Management Fee:	\$ _____	x	12	=	\$ #VALUE! (2)
Total		D	(1) + (2)	=	\$ #VALUE! (D)

Total Est. Annual Contract Amt including (A) + (B) + (C) + (D) = \$ #VALUE! (Y3)

\*Note: all quantities are estimated and not guaranteed. Only actual hours and number of months consumed will be eligible for invoicing and payment.

Refer to Contract scope of work for details regarding Instructor hours.

Year 4 (November 1, 2018 - October 31, 2019)

	Estimated Annual Hours*	Hourly Rate	Total Estimated Annual Cost
<b>A) Training</b>			
<b>SIDA Training - Instructor</b>			
JFK	430	x \$ _____	= \$ _____ #VALUE!
LGA	150	x \$ _____	= \$ _____ #VALUE!
EWR	290	x \$ _____	= \$ _____ #VALUE!
SWF	20	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
1) Aviation SIDA Total	<u>890</u>	x \$ _____	= \$ _____ #VALUE! (1)
<b>SIDA Training - Proctor</b>			
JFK	3,870	x \$ _____	= \$ _____ #VALUE!
LGA	1,350	x \$ _____	= \$ _____ #VALUE!
EWR	2,610	x \$ _____	= \$ _____ #VALUE!
SWF	180	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
2) Aviation SIDA Total	<u>8,010</u>	x \$ _____	= \$ _____ #VALUE! (2)
<b>SIDA Training - Total</b>			
JFK	4,300		\$ _____ #VALUE!
LGA	1,500		\$ _____ #VALUE!
EWR	2,900		\$ _____ #VALUE!
SWF	200		\$ _____ #VALUE!
TEB	0		\$ _____ #VALUE!
3) Aviation SIDA Total	<u>8,900</u>	(1) + (2)	\$ _____ #VALUE! (a)
<b>IO/Signatory Authority Training - Instructor</b>			
JFK	30	x \$ _____	= \$ _____ #VALUE!
LGA	20	x \$ _____	= \$ _____ #VALUE!
EWR	20	x \$ _____	= \$ _____ #VALUE!
SWF	10	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
4) Aviation IO Total	<u>80</u>	x \$ _____	= \$ _____ #VALUE! (1)
<b>IO/Signatory Authority Training - Proctor</b>			
JFK	270	x \$ _____	= \$ _____ #VALUE!
LGA	180	x \$ _____	= \$ _____ #VALUE!
EWR	180	x \$ _____	= \$ _____ #VALUE!
SWF	90	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
5) Aviation IO Total	<u>720</u>	x \$ _____	= \$ _____ #VALUE! (2)
<b>IO/Signatory Authority Training - Total</b>			
JFK	300		= \$ _____ #VALUE!
LGA	200		= \$ _____ #VALUE!
EWR	200		= \$ _____ #VALUE!
SWF	100		= \$ _____ #VALUE!
TEB	0		= \$ _____ #VALUE!
6) Aviation IO Total	<u>800</u>	(1) + (2)	= \$ _____ #VALUE! (b)
<b>WTC Site Training - Instructor</b>			
	1,200	x \$ _____	= \$ _____ #VALUE! (c)
<b>Curriculum Development/Modifications</b>			
			\$ _____ (d)
<b>A) Total</b>	<u>10,900</u>	A (a) + (b) + (c) + (d)	= \$ _____ #VALUE! (A)

**B) Annual Computerized Web-based Costs - SIDA and IO**

		<u>Total Estimated Annual Cost</u>	
1) Software Maintenance		\$ _____	(1)
2) Customization of Software/Curriculum Develop/Modification		\$ _____	(2)
3) Other software items		\$ _____	(3)
4) One time use sanitary headset covers		\$ _____	(4)
Total	B (1) through (4) =	\$ _____	0 (B)

**C) Annual Computerized Web-based Costs - Sec Awareness or Similar**

		<u>Total Estimated Annual Cost</u>	
1) Software Maintenance		\$ _____	(1)
2) Customization of Software/Curriculum Develop/Modification		\$ _____	(2)
3) Other software items		\$ _____	(3)
Total	C (1) through (3) =	\$ _____	0 (C)

**D) MANAGEMENT FEE**

	<u>Monthly Charge*</u>		<u># of Months</u>		<u>Total Annual Charge</u>
1) Management Fee for Aviation Facilities:					
JFK	\$ _____	x	12	=	\$ #VALUE!
LGA	\$ _____	x	12	=	\$ #VALUE!
EWR	\$ _____	x	12	=	\$ #VALUE!
SWF	\$ _____	x	12	=	\$ #VALUE!
TEB	\$ _____	x	12	=	\$ #VALUE!
Aviation Total	\$ _____	x	12	=	\$ #VALUE! (1)
2) WTC Management Fee:	\$ _____	x	12	=	\$ #VALUE! (2)
Total		D	(1) + (2)	=	\$ #VALUE! (D)

Total Est. Annual Contract Amt including (A) + (B) + (C) + (D) = \$ #VALUE! (Y4)

\*Note: all quantities are estimated and not guaranteed. Only actual hours and number of months consumed will be eligible for invoicing and payment.

Refer to Contract scope of work for details regarding Instructor hours.

Year 5 (November 1, 2019 - October 31, 2020)

	Estimated Annual Hours*	Hourly Rate	Total Estimated Annual Cost
<b>A) Training</b>			
<b>SIDA Training - Instructor</b>			
JFK	430	x \$ _____	= \$ _____ #VALUE!
LGA	150	x \$ _____	= \$ _____ #VALUE!
EWR	290	x \$ _____	= \$ _____ #VALUE!
SWF	20	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
1) Aviation SIDA Total	<u>890</u>	x \$ _____	= \$ _____ #VALUE! (1)
<b>SIDA Training - Proctor</b>			
JFK	3,870	x \$ _____	= \$ _____ #VALUE!
LGA	1,350	x \$ _____	= \$ _____ #VALUE!
EWR	2,610	x \$ _____	= \$ _____ #VALUE!
SWF	180	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
2) Aviation SIDA Total	<u>8,010</u>	x \$ _____	= \$ _____ #VALUE! (2)
<b>SIDA Training - Total</b>			
JFK	4,300		\$ _____ #VALUE!
LGA	1,500		\$ _____ #VALUE!
EWR	2,900		\$ _____ #VALUE!
SWF	200		\$ _____ #VALUE!
TEB	0		\$ _____ #VALUE!
3) Aviation SIDA Total	<u>8,900</u>	(1) + (2)	\$ _____ #VALUE! (a)
<b>IO/Signatory Authority Training - Instructor</b>			
JFK	30	x \$ _____	= \$ _____ #VALUE!
LGA	20	x \$ _____	= \$ _____ #VALUE!
EWR	20	x \$ _____	= \$ _____ #VALUE!
SWF	10	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
4) Aviation IO Total	<u>80</u>	x \$ _____	= \$ _____ #VALUE! (1)
<b>IO/Signatory Authority Training - Proctor</b>			
JFK	270	x \$ _____	= \$ _____ #VALUE!
LGA	180	x \$ _____	= \$ _____ #VALUE!
EWR	180	x \$ _____	= \$ _____ #VALUE!
SWF	90	x \$ _____	= \$ _____ #VALUE!
TEB	0	x \$ _____	= \$ _____ #VALUE!
5) Aviation IO Total	<u>720</u>	x \$ _____	= \$ _____ #VALUE! (2)
<b>IO/Signatory Authority Training - Total</b>			
JFK	300		= \$ _____ #VALUE!
LGA	200		= \$ _____ #VALUE!
EWR	200		= \$ _____ #VALUE!
SWF	100		= \$ _____ #VALUE!
TEB	0		= \$ _____ #VALUE!
6) Aviation IO Total	<u>800</u>	(1) + (2)	= \$ _____ #VALUE! (b)
<b>WTC Site Training - Instructor</b>			
	1,200	x \$ _____	= \$ _____ #VALUE! (c)
<b>Curriculum Development/Modifications</b>			
			\$ _____ (d)
<b>A) Total</b>	<u>10,900</u>	A (a) + (b) + (c) + (d)	= \$ _____ #VALUE! (A)

**B) Annual Computerized Web-based Costs - SIDA and IO**

		<u>Total Estimated Annual Cost</u>	
1) Software Maintenance		\$ _____	(1)
2) Customization of Software/Curriculum Develop/Modification		\$ _____	(2)
3) Other software items		\$ _____	(3)
4) One time use sanitary headset covers		\$ _____	(4)
Total	B (1) through (4) =	\$ _____	0 (B)

**C) Annual Computerized Web-based Costs - Sec Awareness or Similar**

		<u>Total Estimated Annual Cost</u>	
1) Software Maintenance		\$ _____	(1)
2) Customization of Software/Curriculum Develop/Modification		\$ _____	(2)
3) Other software items		\$ _____	(3)
Total	C (1) through (3) =	\$ _____	0 (C)

**D) MANAGEMENT FEE**

	<u>Monthly Charge*</u>		<u># of Months</u>		<u>Total Annual Charge</u>
1) Management Fee for Aviation Facilities:					
JFK	\$ _____	x	12	=	\$ #VALUE!
LGA	\$ _____	x	12	=	\$ #VALUE!
EWR	\$ _____	x	12	=	\$ #VALUE!
SWF	\$ _____	x	12	=	\$ #VALUE!
TEB	\$ _____	x	12	=	\$ #VALUE!
Aviation Total	\$ _____	x	12	=	\$ #VALUE! (1)
2) WTC Management Fee:	\$ _____	x	12	=	\$ #VALUE! (2)
Total		D	(1) + (2)	=	\$ #VALUE! (D)

Total Est. Annual Contract Amt including (A) + (B) + (C) + (D) = \$ #VALUE! (Y5)

\*Note: all quantities are estimated and not guaranteed. Only actual hours and number of months consumed will be eligible for invoicing and payment.

Refer to Contract scope of work for details regarding Instructor hours.

**JFK Monthly Management Fee Cost Proposal Sheet**

Title		Description	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Total
<b>FACILITY (PAYROLL)</b>		<b>CONTRACTOR'S STAFF LOCATED ON PORT AUTHORITY SITES.</b>						
a	1 Project Management Staff (1 Project Manager (JFK, LGA, and WTC), 1 Project Manager (EWR, TEB, and SWF). Please note: The Project Manager stationed at JFK will be covering JFK, LGA and WTC. The Project Manager stationed at EWR will be covering EWR, TEB and SWF.)	List quantity and titles here:						
	2 Facility Support Staff	List quantity and titles here:						
	3 Incentive Pay Plan							
	4 Payroll Taxes and Fringe Benefits							
	<b>A Total Salaries and Wages, Payroll Taxes and Fringe (A=1+2+3+4)</b>							
<b>FACILITY (OTHERS)</b>								
b	1 Memberships	List all types:						
	2 Conferences	List all types:						
	<b>B Total Personnel Expenses (B=1+2)</b>							
<b>CONTRACTOR'S OFF-SITE SUPPORT</b>		<b>NOT LOCATED ON PORT AUTHORITY SITES.</b>						
c	1 Forms and Supplies	List all types:						
	2 Office Equipment	List all types:						
	3 Hardware & Software	List all types:						
	4 Telephone & System Communications	List all types and use:						
	5 Faxes and Copiers	List quantity:						
	6 Web & Network Support	List all:						
<b>C Total Headquarters Support (C=1+2+3+4+5+6)</b>								
<b>OTHERS</b>								
d	1 Insurance (Required by law)	Cost to comply with PA requirements.						
	2 Taxes (Required by law)	List all types:						
	3 General & Administrative	List all and percent:						
	4 Overhead	List all and percent:						
	5 Profit	List all and percent:						
	6 Escrow							
	7 Other	List all others:						
<b>D Total Others (D=1+2+3+4+5+6)</b>								
e	<b>ANNUAL TOTAL = A+B+C+D</b>	<b>JFK</b>						
f	<b>MONTHLY TOTAL = e/12 months</b>	<b>JFK</b>						

**LGA Monthly Management Fee Cost Proposal Sheet**

Title		Description	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Total
<b>FACILITY (PAYROLL)</b>		<b>CONTRACTOR'S STAFF LOCATED ON PORT AUTHORITY SITES.</b>						
a	1 Project Management Staff (1 Project Manager (JFK, LGA, and WTC), 1 Project Manager (EWR, TEB, and SWF). Please note: The Project Manager stationed at JFK will be covering JFK, LGA and WTC. The Project Manager stationed at EWR will be covering EWR, TEB and SWF.)	List quantity and titles here:						
	2 Facility Support Staff	List quantity and titles here:						
	3 Incentive Pay Plan							
	4 Payroll Taxes and Fringe Benefits							
	<b>A Total Salaries and Wages, Payroll Taxes and Fringe (A=1+2+3+4)</b>							
<b>FACILITY (OTHERS)</b>								
b	1 Memberships	List all types:						
	2 Conferences	List all types:						
	<b>B Total Personnel Expenses (B=1+2)</b>							
<b>CONTRACTOR'S OFF-SITE SUPPORT</b>		<b>NOT LOCATED ON PORT AUTHORITY SITES.</b>						
c	1 Forms and Supplies	List all types:						
	2 Office Equipment	List all types:						
	3 Hardware & Software	List all types:						
	4 Telephone & System Communications	List all types and use:						
	5 Faxes and Copiers	List quantity:						
	6 Web & Network Support	List all:						
<b>C Total Headquarters Support (C=1+2+3+4+5+6)</b>								
<b>OTHERS</b>								
d	1 Insurance (Required by law)	Cost to comply with PA requirements.						
	2 Taxes (Required by law)	List all types:						
	3 General & Administrative	List all and percent:						
	4 Overhead	List all and percent:						
	5 Profit	List all and percent:						
	6 Escrow							
	7 Other	List all others:						
<b>D Total Others (D=1+2+3+4+5+6)</b>								
e	<b>ANNUAL TOTAL = A+B+C+D</b>	<b>LGA</b>						
f	<b>MONTHLY TOTAL = e/12 months</b>	<b>LGA</b>						

**EWR Monthly Management Fee Cost Proposal Sheet**

Title		Description	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Total
<b>FACILITY (PAYROLL)</b>		<b>CONTRACTOR'S STAFF LOCATED ON PORT AUTHORITY SITES.</b>						
a	1 Project Management Staff (1 Project Manager (JFK, LGA, and WTC), 1 Project Manager (EWR, TEB, and SWF). Please note: The Project Manager stationed at JFK will be covering JFK, LGA and WTC. The Project Manager stationed at EWR will be covering EWR, TEB and SWF.)	List quantity and titles here:						
	2 Facility Support Staff	List quantity and titles here:						
	3 Incentive Pay Plan							
	4 Payroll Taxes and Fringe Benefits							
	<b>A Total Salaries and Wages, Payroll Taxes and Fringe (A=1+2+3+4)</b>							
<b>FACILITY (OTHERS)</b>								
b	1 Memberships	List all types:						
	2 Conferences	List all types:						
	<b>B Total Personnel Expenses (B=1+2)</b>							
<b>CONTRACTOR'S OFF-SITE SUPPORT</b>		<b>NOT LOCATED ON PORT AUTHORITY SITES.</b>						
c	1 Forms and Supplies	List all types:						
	2 Office Equipment	List all types:						
	3 Hardware & Software	List all types:						
	4 Telephone & System Communications	List all types and use:						
	5 Faxes and Copiers	List quantity:						
	6 Web & Network Support	List all:						
<b>C Total Headquarters Support (C=1+2+3+4+5+6)</b>								
<b>OTHERS</b>								
d	1 Insurance (Required by law)	Cost to comply with PA requirements.						
	2 Taxes (Required by law)	List all types:						
	3 General & Administrative	List all and percent:						
	4 Overhead	List all and percent:						
	5 Profit	List all and percent:						
	6 Escrow							
	7 Other	List all others:						
<b>D Total Others (D=1+2+3+4+5+6)</b>								
e	<b>ANNUAL TOTAL = A+B+C+D</b>	<b>EWR</b>						
f	<b>MONTHLY TOTAL = e/12 months</b>	<b>EWR</b>						

**SWF Monthly Management Fee Cost Proposal Sheet**

Title		Description	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Total
<b>FACILITY (PAYROLL)</b>		<b>CONTRACTOR'S STAFF LOCATED ON PORT AUTHORITY SITES.</b>						
a	1 Project Management Staff (1 Project Manager (JFK, LGA, and WTC), 1 Project Manager (EWR, TEB, and SWF). Please note: The Project Manager stationed at JFK will be covering JFK, LGA and WTC. The Project Manager stationed at EWR will be covering EWR, TEB and SWF.)	List quantity and titles here:						
	2 Facility Support Staff	List quantity and titles here:						
	3 Incentive Pay Plan							
	4 Payroll Taxes and Fringe Benefits							
	<b>A Total Salaries and Wages, Payroll Taxes and Fringe (A=1+2+3+4)</b>							
<b>FACILITY (OTHERS)</b>								
b	1 Memberships	List all types:						
	2 Conferences	List all types:						
	<b>B Total Personnel Expenses (B=1+2)</b>							
<b>CONTRACTOR'S OFF-SITE SUPPORT</b>		<b>NOT LOCATED ON PORT AUTHORITY SITES.</b>						
c	1 Forms and Supplies	List all types:						
	2 Office Equipment	List all types:						
	3 Hardware & Software	List all types:						
	4 Telephone & System Communications	List all types and use:						
	5 Faxes and Copiers	List quantity:						
	6 Web & Network Support	List all:						
<b>C Total Headquarters Support (C=1+2+3+4+5+6)</b>								
<b>OTHERS</b>								
d	1 Insurance (Required by law)	Cost to comply with PA requirements.						
	2 Taxes (Required by law)	List all types:						
	3 General & Administrative	List all and percent:						
	4 Overhead	List all and percent:						
	5 Profit	List all and percent:						
	6 Escrow							
	7 Other	List all others:						
<b>D Total Others (D=1+2+3+4+5+6)</b>								
e	<b>ANNUAL TOTAL = A+B+C+D</b>	<b>SWF</b>						
f	<b>MONTHLY TOTAL = e/12 months</b>	<b>SWF</b>						

**WTC Monthly Management Fee Cost Proposal Sheet**

Title		Description	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Total
<b>FACILITY (PAYROLL)</b>		<b>CONTRACTOR'S STAFF LOCATED ON PORT AUTHORITY SITES.</b>						
a	1 Project Management Staff (1 Project Manager (JFK, LGA, and WTC), 1 Project Manager (EWR, TEB, and SWF). Please note: The Project Manager stationed at JFK will be covering JFK, LGA and WTC. The Project Manager stationed at EWR will be covering EWR, TEB and SWF.)	List quantity and titles here:						
	2 Facility Support Staff	List quantity and titles here:						
	3 Incentive Pay Plan							
	4 Payroll Taxes and Fringe Benefits							
	<b>A Total Salaries and Wages, Payroll Taxes and Fringe (A=1+2+3+4)</b>							
<b>FACILITY (OTHERS)</b>								
b	1 Memberships	List all types:						
	2 Conferences	List all types:						
	<b>B Total Personnel Expenses (B=1+2)</b>							
<b>CONTRACTOR'S OFF-SITE SUPPORT</b>		<b>NOT LOCATED ON PORT AUTHORITY SITES.</b>						
c	1 Forms and Supplies	List all types:						
	2 Office Equipment	List all types:						
	3 Hardware & Software	List all types:						
	4 Telephone & System Communications	List all types and use:						
	5 Faxes and Copiers	List quantity:						
	6 Web & Network Support	List all:						
<b>C Total Headquarters Support (C=1+2+3+4+5+6)</b>								
<b>OTHERS</b>								
d	1 Insurance (Required by law)	Cost to comply with PA requirements.						
	2 Taxes (Required by law)	List all types:						
	3 General & Administrative	List all and percent:						
	4 Overhead	List all and percent:						
	5 Profit	List all and percent:						
	6 Escrow							
	7 Other	List all others:						
<b>D Total Others (D=1+2+3+4+5+6)</b>								
e	<b>ANNUAL TOTAL = A+B+C+D</b>	<b>WTC</b>						
f	<b>MONTHLY TOTAL = e/12 months</b>	<b>WTC</b>						

**Instructor and Proctor Hours Distribution by Year**

2/21/2015	Year 1 <i>(11/1/15 - 10/31/16)</i>	Year 2 <i>(11/1/16 - 10/31/17)</i>	Year 3 <i>(11/1/17 - 10/31/18)</i>	Year 4 <i>(11/1/18 - 10/31/19)</i>	Year 5 <i>(11/1/19 - 10/31/20)</i>
<i>SIDA - Initial and Recurrent</i>					
<b>JFK Airport</b>					
<i># of Total estimated hours</i>	4,300	4300	4300	4300	4300
Instructors	4300	2365	430	430	430
Proctors	0	1935	3870	3870	3870
<b>LGA Airport</b>					
<i># of Total estimated hours</i>	1,500	1500	1500	1500	1500
Instructors	1500	1500	150	150	150
Proctors	0	0	1350	1350	1350
<b>EWR Airport</b>					
<i># of Total estimated hours</i>	2,900	2900	2900	2900	2900
Instructors	2900	290	290	290	290
Proctors	0	2610	2610	2610	2610
<b>SWF Airport</b>					
<i># of Total estimated hours</i>	200	200	200	200	200
Instructors	200	20	20	20	20
Proctors	0	180	180	180	180
<b>Total</b>					
<i># of Total estimated hours</i>	8900	8900	8900	8900	8900
Instructors	8900	4175	890	890	890
Proctors	0	4725	8010	8010	8010

Instructor and Proctor Hours Distribution by Year					
2/21/2015	Year 1 (11/1/15 - 10/31/16)	Year 2 (11/1/16 - 10/31/17)	Year 3 (11/1/17 - 10/31/18)	Year 4 (11/1/18 - 10/31/19)	Year 5 (11/1/19 - 10/31/20)
<b>IO - Initial and Recurrent</b>					
<b>JFK Airport</b>					
# of Total estimated hours	300	300	300	300	300
Instructors	300	165	30	30	30
Proctors	0	135	270	270	270
<b>LGA Airport</b>					
# of Total estimated hours	200	200	200	200	200
Instructors	200	200	20	20	20
Proctors	0	0	180	180	180
<b>EWR Airport</b>					
# of Total estimated hours	200	200	200	200	200
Instructors	200	20	20	20	20
Proctors	0	180	180	180	180
<b>SWF Airport</b>					
# of Total estimated hours	100	100	100	100	100
Instructors	100	10	10	10	10
Proctors	0	90	90	90	90
<b>Total</b>					
# of Total estimated hours	800	800	800	800	800
Instructors	800	395	80	80	80
Proctors	0	405	720	720	720
<b>Percentages</b>					
0%					
10%					
90.00%					
100.00%					
Implementation schedule: 1 year from start of contract - EWR, 1.5 years from start of contract -JFK and 2 years from start of contract - LGA					

**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 - M/WBE PARTICIPATION PLAN**

*(AN M/WBE PARTICIPATION PLAN SHALL BE SUBMITTED AND WILL BE EVALUATED AS PART OF THE MANAGEMENT APPROACH. PLEASE INCLUDE FORM PA 3749B, TO BE COMPLETED BY THE PROPOSER FOR THE M/WBE PARTICIPATION PLAN SUBMISSION REQUIREMENT. IN THE EVENT OF AN M/WBE PLAN MODIFICATION, PLEASE USE FORM PA 3749C.)*

**PROCUREMENT M/WBE PARTICIPATION PLAN**

PA 3749B / 12-11

**Office of Business Diversity and Civil Rights**

PAGE: \_\_\_\_\_ OF \_\_\_\_\_

**NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.**

**Purchase Order #:** \_\_\_\_\_  
**Proposer/Bidder Name:** \_\_\_\_\_

**Contract Description:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Contract Goals:** MBE \_\_\_\_\_ WBE \_\_\_\_\_

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
<b>TOTAL:</b>					

Signature of Contractor: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

<b>FOR OBDCR USE ONLY</b>	
Contract Goals: <input type="checkbox"/> Approved <input type="checkbox"/> Waived <input type="checkbox"/> Rejected	
Reviewed by: _____	
OBDCR Business Development Representative	
Print Name: _____	Date _____

## INSTRUCTIONS

**PROPOSER INSTRUCTIONS:** In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 8. Proposal Submission Requirements.

**BIDDER INSTRUCTIONS:** In accordance with Part 1, Section 17 of the contract book, the bidder shall submit this form as the M/WBE Participation Plan and/or best efforts documentation with their bid to the Procurement Department.

**MANAGER/DESIGNEE INSTRUCTIONS:** After a review of the submitted M/WBE Participation plan, forward to the Office of Business Diversity and Civil Rights via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

**Office of Business and Job Opportunity**

PAGE: \_\_\_\_\_ OF \_\_\_\_\_

**Purchase Order #:** \_\_\_\_\_

**Contract Description:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Contract Goals:**                      **MBE** \_\_\_\_\_                      **WBE** \_\_\_\_\_

Name, Address, _Phone Number of PA Certified MBE/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
<b>TOTAL:</b>					

Signature of Contractor: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

FOR OBJO USE ONLY	
Contract Goals: <input type="checkbox"/> Approved <input type="checkbox"/> Waived <input type="checkbox"/> Rejected	
Reviewed by: _____	OBJO Business Development Representative

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Distribution: Original – OBJO; Copy 2 –Manager, Line/Facility Department; Copy 3 – Contractor, Copy 4 – Procurement Dept – Award File

## **INSTRUCTIONS**

**CONTRATOR INSTRUCTIONS FOR RFP's:** In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 7. Proposal Submission Requirements.

**CONTRATOR INSTRUCTIONS FOR BIDS:** In accordance with Part IV of the contract book, the contractor shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

**MANAGER/DESIGNEE INSTRUCTIONS:** After a review of the submitted MBE/WBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the MBE/WBE Participation Plan review.

In the event that modification to the M/WBE Participation Plan is made after award, this form shall be submitted to the Manager or Designee within 10 days of the modification.

**ATTACHMENT F - 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 M/WBE Participation Plan.

**STATEMENT OF SUBCONTRACTOR PAYMENTS**
**PA3968 / 03-09**
**M/WBE Participation Report**
**Instructions for Statement of Subcontractor Payment:** To be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

Contract/PO No.: _____	Date of Invoice: _____
Contract Title: _____	Committed M/WBE Goals:     M     _____     W     _____
Prime Contractor Name: _____	
Contract/PO Amount: _____	Award Date: _____
	Completion Date: _____
PA Project Manager: _____	M/WBE Participation to Date:     M     _____     W     _____

Subcontractor's Name	Address & Phone #	Description of Work Performed or Materials Supplied	M/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 G - Certified Environmentally Preferable Products/Practices

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers shall complete this form and submit it with their response, if appropriate. Proposers shall 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 shall 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 shall be included with the submission.

### 3. Training and Education

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

- Yes                       No                      If yes, Proposer shall attach a description of the training offered and the specific criteria targeted by the training.

### 4. Certifications

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

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

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

### 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



**THE PORT AUTHORITY** OF NY & NJ

# GUIDE

to

System

Administration

**Version 5.1**  
**Revised March 29, 2011**

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# 1.0 Overview

## 1.1 Purpose of this Document and Intended Audience

The purpose of this guide is to document the policies and procedures governing the administration of the Port Authority's network resources. While this document is intended primarily for System Administrators, it provides information useful to any Port Authority employee, PTA (Professional, Technical, or Advisory), consultant, contractor, and/or outside vendor responsible for performing the following functions:

- Business System Management
- Security Management
- Application Management
- Application Administration
- System Management
- System Administration

For a definition of each of the above functions, see Section 1.2.1

This document includes only those policies and procedures that are unique to the Port Authority, and cannot be found in vendor manuals. It will not tell you everything you need to know about how to set up a Local Area Network, design, implement and configure a network application, or deploy a system. However, when agency-wide policy requires System Administrators to select settings or parameters that differ from the vendors' default settings, those settings and parameters are included in this document.

## 1.2 Definition of Key Terms Used in this Document

### 1.2.1 System Management and Administration Functions

The Port Authority's Technology Services Department (TSD) recommends that networks be managed and administered using the following organization. The positions/functions listed are needed for effective technology management and reporting. Depending on the size of the network, one person may perform multiple roles in this structure.

#### ***Function***

#### ***Definition***

Business System Manager

The Business System Manager is the individual with overall responsibility for managing the system, including applications and their data and the resources needed to support that system. Responsibilities include making decisions or recommendations to departmental management concerning functionality, funding, resource management, access control, and security. The Business System Manager is considered the de

facto “system owner of record”.

Security Manager

The security manager is responsible for establishing and approving levels of access for users, development of security procedures to safeguard the integrity of data and applications, review of security logs, informing users of their obligations to safeguard information and regularly reviewing the appropriateness of user access levels.

Application Manager

In a large system, the application manager manages the functionality of the application and oversees the work of the Application Administrator. A person closely associated with the end users of the application most often performs this function.

Application Administrator

Performs the day-to-day administration of the application's configuration and security profile, and is responsible for the distribution of application upgrades, patches, service packs and bug fixes.

Technical System Manager

The person responsible for managing the technical infrastructure for the application system, including the distribution of upgrades and bug fixes for hardware and software. The System Administrator may report to this manager or may report directly to the Business System Manager.

System Administrator:

Performs the day-to-day administration of the technical infrastructure, supporting file, print and application services available to users.

## 1.2.2 Other Terms Used in this Guide

### ***Term***

### ***Definition***

System

A file and print service capability or departmental application or corporate/enterprise application with a component located in areas under the responsibility of the Business System Manager.

Departmental LANs

Departmental networks, commonly called LAN's consist of the following components on the Port Authority side of carrier lines of demarcation: cabling, PC desktops, print servers, printers, scanners, and copiers. They differ from traditional LANs in that they are part of a larger agency-wide distributed computing network called the Enterprise network or PAWANET.

PAWANET

Acronym for Port Authority Wide Area Network.  
Includes routers, switches, wiring closets, racks.

Enterprise Network

The Port Authority's modern, agency-wide distributed computing network. The same as PAWANET.

For a description of the enterprise network architecture and for agency-wide standards for software and hardware, please see the *Standards and Guidelines for Port Authority Technology*. That document is intended to assist departmental managers and system designers to ensure that their systems will be compatible with, and can, therefore, be connected to the enterprise network.

## **2.0 Network Connections**

### ***2.1 Roles and Responsibilities***

There are 5 groups within the Technology Service Department, Office of Technology Infrastructure, who are jointly responsible for network connectivity. Listed below are the key responsibilities of each:

#### **Network Services Support**

Test a new device or one with suspected network connection problems to ensure it is operating properly.

Maintain routers and switches.

Verify that the network connection in the cubicle or office is active and working properly.

#### **Network Connections (Site Prep Staff)**

Install cross-connect and station drops.

Test cabling using the proper tools.

Resolve network port problems.

Verify that the network port in the cubicle or office is active as well and is working properly.

#### **Business System Managers (End Users)**

Submit TSD Service Request for installation of new network station drops. Online form available on Enet.

#### **TSD - WAN Design/Implementation – Cisco Support**

Install routers and switches.

#### **TSD-Network Operations – Cisco Support**

Resolve network hardware and software problems.

### ***2.2 Network Connections Services***

Computer Network Solutions (CNS) continuously monitors PAWANET to ensure that

connections between all Port Authority sites are operating normally 24 hours a day, seven days a week. CNS also ensures proper configuration of switches and routers.

The System Administrator is responsible for verifying that the server or the desktop is not the cause of a user being unable to connect to the network. If there is a problem and it is not related to the server or desktop, the System Administrator, or End User should call the PA Help Desk, 212-435-7469, who will log the call and contact the appropriate groups.

When the End User determines that a new connection to PAWANET is needed, a TSD Service Request must be submitted to the Network Services Division requesting that a new connection be assigned. This process also applies when a department is relocating to another site. The Network Services Division will work in tandem with Network Connections (Site Prep) to:

- Determine the devices that need to be moved.

- Set up the necessary connections at the new location.

## ***2.3 IP Addressing Network Support***

All Port Authority Information Technology devices connected to PAWANET must have an Internet Protocol (IP) address. PC workstations will be dynamically assigned IP addresses through Dynamic Host Configuration Protocol (DHCP). Static IP addresses are required for servers, printers, and network attached fax machines, copiers, scanners, and all other network attached equipment. System Administrators are responsible for obtaining static IP addresses from the Network Architecture Division of the Technology Services Department. They maintain a list of all current static IP addresses on the network, including the Org Unit responsible for that device.

## **3.0 Network Operating System Installation**

### **3.1 Pre-Installation Procedure**

System Administrators must perform the following steps prior to installing either Novell NetWare or Microsoft Windows operating systems.

#### **3.1.1 Contact the Network Architecture group**

Contact the TSD Network Architecture Group to obtain the following settings:

- IP Address
- Subnet Mask
- Default Gateway
- DNS Server Address
- WINS Server Address for Windows Servers
- Latest Server Design Document (Example. [JFK Cluster Design Document](#))  
(see [Appendix A](#) for appropriate PA contacts)

#### **3.1.2 Contact the LAN Planning & Design group**

Contact the LAN Planning & Design group for determining the proper server name.

#### **3.1.3 Verify Hardware Installation**

Verify the hardware is installed properly as per the Server Design Document. Contact the LAN Planning and Design (LP&D) group to obtain the Server Name.

Exceptions to this standard are the subnets covered by the Network Operations Centers in the TeleCenter and PA Technical Center, where servers may be assigned an IP address outside the standard range.

#### **3.1.4 Verify Installation Account Privileges**

Contact the Systems Administration Team to obtain:

- Account/password with Supervisor right at the [Root] of the eDirectory tree

- Account/password with Supervisor right to the container where the server will be installed

- Account/password with Read right to the Security container object for the eDirectory tree

### 3.1.5 Confirm Design Document Compliance

Confirm that the server being built has been received with all the components that were originally specified and ordered and that all items are assembled in accordance with design specification documents provided by the LAN Planning & Design Group.

### 3.1.6 Assemble Installation Utilities

Confirm that all the following are available for use during installation:

IBM Server Guide Setup and Installation CD

Novell NetWare or Microsoft Windows Server CD

Service Pack CD, if required.

License files or diskettes and activation keys, if required

Firmware and device drivers not available on the ServerGuide CD.

### 3.1.7 Boot the Server Using the IBM ServerGuide

Insert the IBM ServerGuide CD in the CD-ROM drive and boot the server for the first time. The setup and installation program detects your server model and installed adapters. The wizard interface guides you through setup and configuration.

Select *Express Configuration* for installation type. This will make the installation easier by running the required programs for the server, based upon the hardware that is detected before installing the *Operating System* itself.

- The Set Date and Time task is provided so that you do not have to use the Config/Setup utility to access these settings.
- Clear Hard Disks clears all partitions from the partition table and resets arrays to the factory default settings.
- Perform System Updates checks the server BIOS and microcode (firmware) levels for supported options and then checks the CD for a newer level. CD content can be newer than the hardware. ServerGuide can perform a flash update of the BIOS and microcode.
- The ServeRAID Manager program starts, leading you through the entire configuration process. The local SYS partition will be configured as RAID 5 (striping with parity) for NetWare servers, and the C: drive as RAID 1 (mirroring) for Windows servers.
- The Performance Optimizer program easily tunes your server for your

environment.

- Before the setup program completes, ServerGuide creates a System Partition on the default drive.
- If you chose the Custom Configuration path, you can select to copy the configuration settings and firmware levels to a Setup Replication Diskette. If you chose the Express Configuration path, you can select this task after the Configuration Summary Screen.

ServerGuide displays a hardware configuration summary, so that you will know when you have completed all the required tasks. Verify that the server recognizes all RAM that was installed. Then, you are ready to install your NOS.

Notes: Plug and Play adapters are configured automatically. Non-plug and play adapters or non-IBM adapters might require switch settings, additional device drivers, and installation after the NOS is installed. See the documentation that comes with the adapter.

- Diagnostics for your server are either in read-only memory (ROM) or on a separate diagnostics CD that comes with your server.

For a list of compatible adapters, go to the IBM ServerProven Web site.

- The ServerProven Web site lists adapters that are supported by your server hardware. Not all adapter device drivers are included with ServerGuide.

## **3.2 Installing Novell NetWare**

### **3.2.1 Installation Guidelines**

The agency is moving to Microsoft and no new Novell Clusters are being built at this time.

### **3.2.2 Port Authority Conventions**

Use the following Port Authority conventions when configuring a Novell NetWare 6.5 Operating System installation:

Prepare a DOS partition of at least 2 GB on the clustered file servers.

At the *Specify the Server Name* screen, enter the server name obtained from the LP&D group and adhering to the Server Naming Conventions.

When prompted to assign an internal IPX number to the server, do not enter a value as the IPX protocol is no longer used on the Port Authority network.

Load TCPIP with IP address provided by the Network Architecture group.

Modify the SYS volume size. In the highlighted box type the volume size. A minimum of 10 GB is recommended. NetWare SYS volumes should not contain applications, databases or log files that may grow and jeopardize the amount of free space and the integrity of the server.

Leave the remaining free space unallocated for volume future space and adjustments.

Verify that the STARTUP.NCF and AUTOEXEC.NCF files are accurate.

### **3.2.3 Creating SAN Volumes**

Install the APPS and DATA volumes on the Storage Area Network (SAN) using a RAID 5 configuration in accordance with Port Authority standards:

Volume names must adhere to Port Authority Naming Conventions (SYS, APPS, DATA).

### **3.2.4 Post installation Tasks**

Following installation of the Network Operating System, install all required Novell NetWare Service Packs, antivirus software, server monitoring agents and backup software as indicated in the following document:

[PA Server and Software Standards](#)

See Section 8.1, Backup and Recovery, for installation guidelines.

All newly-built Novell servers will be QA'd using Port Authority Standard Process:

### **3.2.5 Drive Mapping Conventions for Novell**

The following drive letters are reserved for Novell installations.

- P Public Applications
- Q Installation and Upgrade Utilities
- S Department shared directories
- U Users home directory
- Z Novell system files

*Public (Shared) Application* software installed on a LAN file server shall reside off the root in a volume named "APPS".

Example: map P:=<file server name>\APPS:

Each software application installed on the LAN file server shall have its own sub-folder.

Example: P:\SAP

*System* software installed on a LAN file server shall reside on a volume named SYS:

Example: map S16:=<file server name>\SYS:PUBLIC

*Data* stored on a LAN file server shall reside on a volume named DATA and should be mapped to the "S:\" drive pointer.

Example: map root S:=<file server name>\DATA:SHARE.

*Installation files* used in the installation of desktop software should reside on a volume named APPS.

Example: map root q:=<file server name>\apps:

### **3.3 Installing Microsoft Windows Server**

#### **3.3.1 Installation Guidelines**

Configure the Boot (C:) Partition:

Always Select NTFS file format for security and performance reasons.

To determine partition size, use a minimum of 4GB, but 8GB is recommended. This is very important because you cannot extend the size of the C drive once it has been created and this is where the Windows swapfile will reside. Use the remaining space on the local drive

For Windows servers, use the settings specified in the Windows Server QA document (see section 3.3.4).

Make the following registry change to allow more than one server to provide antivirus definition updates (DNS Round-Robin):

HKEY\_LOCAL\_MACHINE\SYSTEM\CurrentControlSet\Services\Dnscache\Parameters\  
MaxCacheEntryTtlLimit = 1

### 3.3.2 Port Authority Conventions

1. Do NOT install IPX/SPX protocol on Windows servers. If the server supports an application that requires it, notify the LAN Planning and Design group.
2. Do NOT install the Novell Client on a Windows server. Files can be copied to the server from a Novell server via a workstation with the Novell Client installed.
3. Do NOT make an NT 4 or earlier server a domain controller, and do NOT install Active Directory domain controllers without expressed permission from the LAN Planning and Design group contacts listed in Appendix A for details)
4. Do NOT install the WINS or DNS services without expressed permission from the LAN Planning and Design (LP&D) group (see Appendix A for appropriate PA contacts).
5. The PA standard requires that you use Novell for File and Print Services. Installing user home directories and printers on Windows servers is to be avoided unless the server supports an application that requires it.
6. Do NOT install the NetBEUI protocol on Windows servers/workstations.
7. Do NOT assign user passwords that are the same as the username.
8. Do NOT start any Windows services using the Comanche (administrator) account. A separate account should be set up for this purpose.
9. Disable the Guest account.

Determine the Server's Role. By default, Microsoft application servers are designated as Member servers within the Active Directory organizational structure. If this server is being built as a Domain Controller (Primary or Backup), the LAN Planning and Design group in the Technology Services Department needs to approve the configuration.

Configure Windows Network Connections and IP settings.

Configure SNMP settings for IBM Director Server monitoring and Unisys remote monitoring (see Section 4.0 of this document.)

If prior approval has been obtained, join the appropriate Active Directory resource organizational unit. Unless the server has already been created, you will have to login to the domain with an account that has the ability to add machines.

Enter a Maintenance note stating the date and person who installed this server

### 3.3.3 Creating SAN Volumes

If required, the Oracle database(s) will be installed by the Oracle DBA with 2 logical drives on the Storage Area network, one for the Oracle data files (RAID-5) and a second one for the Oracle online redo logs and control files (RAID-1). The sizes of these drives are to be determined by the Oracle DBA.

### **3.3.4 Post Installation Tasks**

Install the latest approved Microsoft Windows Service Packs, antivirus software, and backup software as indicated in the following document:

[PA Server and Software Standards](#)

See Section 8.1 of this document, Backup and Recovery, for installation guidelines.

Create an Emergency Repair Disk by running the Windows Backup utility. Keep this disk in a secure location and updated when required (Service Pack applied or a configuration change occurs).

Run a security report and submit to the PA security officer prior to placing server into production.

All Windows servers will undergo a Quality Assurance process before being placed into production.

## **4.0 Server Monitoring and Alerts**

Server monitoring, remote management and alert functions have been transferred to IBM Director.

Guidelines for agent installation on Windows 2003 servers are being developed and will be posted here when complete.

## **5.0 Novell Directory Printing Service (NDPS) Installation for NDS**

The Port Authority standard Print Server is the HP Jet Direct External and Internal cards, and the Toshiba eStudio series copier with network printing capabilities. All printers are currently configured using the NWadmin utility, as there is no plan to include an NDPS snap-in for ConsoleOne. The PA's current standard is to use Novell iPrint.

### ***5.1 Installation and Configuration for HP NDPS Printers***

Before configuring the printer, make sure the following tasks have been performed:

1. **Internal print servers:** The print server is installed in the printer and the printer is directly connected to PAWANET.

**External print servers:** The print server has external power and is connected to the printer's parallel port and to PAWANET

2. The printer is turned on, is online, and a JetDirect configuration page has been successfully printed. If not, see the vendor's installation guide for your print server or your printer's *Getting Started Guide* for instructions.
3. Obtain an IP address in the static IP range reserved for Network servers and printers (.201- .234) from the Network Architecture group.

### ***5.2 Installation and Configuration for Toshiba Network Printers***

Guidelines for Toshiba printer object creation are being developed and will be posted here when complete.

### ***5.3 iPrint Installation and Configuration***

We are moving to Microsoft File and Print Services and iPrint will be phasing out.

## **6.0 Security**

### ***6.1 Security Administration***

The System Administrator and Business Systems Manager are responsible for creating and maintaining a secure system environment in keeping with the guidelines outlined in this section.

### ***6.2 Physical Access***

#### **6.2.1 Physical Access Control for Areas Containing Sensitive Information**

Access to every office, computer room and work area containing sensitive information must be physically restricted. Management responsible for the staff working in these areas must determine the appropriate access control method (receptionists, metal key locks, magnetic card door locks, locking cables, anchor pads, etc.)

#### **6.2.2 Multi-User Computer or Communications Systems In Locked Rooms**

All multi-user computer and communications equipment must be located in locked rooms to prevent tampering and unauthorized usage.

#### **6.2.3 List of Authorized Personnel**

If equipment associated with departmental applications is outside one of the Technology Services Department's Network Operations Centers or Communications Closets, the Business System Manager is also responsible for controlling authorized access to the Restricted Area where the equipment is located. The Business System Manager must maintain a list of persons authorized to enter these areas. If more than one system is located in a physical environment, there should be only one Authorized Physical Access List maintained by the Business System Manager responsible for that Restricted Area.

The Business System Manager must approve requests for additions or removals from the list. If persons enter and leave the Restricted Area using an automatic entry system, the System Manager is responsible for reconciling entry system files with the list on a regularly scheduled basis.

## **6.2.4 Controlling/Monitoring Access to the Restricted Area**

Only those persons on the Authorized Physical Access List will be permitted access to the Restricted Area, unless escorted by a person with escort privileges. The escort must accompany the visitor for the entire duration of their stay in the Restricted Area.

All persons entering the Restricted Area must sign the Physical Access Log upon entry and exit unless the person is permitted access through an automated card access system. All escorted persons must also present acceptable picture identification in the form of valid driver's license, passport, or company ID.

The Business System Manager will review the log on a regular basis, reporting any irregularities to Departmental Management. In the event that a person granted physical access is no longer authorized for that access, the Business System Manager is responsible for removing him/her from the Authorized Physical Access List. Examples of such events are employee, PTAs (Professional Technical & Advisory personnel) or contractor staff, departure because of termination or transfer to other responsibilities.

## **6.2.5 Reporting Lost or Stolen Identification Badges and System Access**

Identification badges and physical access cards that have been lost or stolen – or are suspected of being lost or stolen – must be reported to Departmental Management immediately. Likewise, all computer or communication system access tokens (smart cards with dynamic passwords, telephone credit cards, etc.) that have been lost or stolen – or are suspected of being lost or stolen – must be reported to the Business System Manager.

## **6.2.6 Propped-Open Doors to Restricted Areas**

Whenever access doors to a Restricted Area are propped open, perhaps for moving equipment, furniture or supplies, the entrance must be continuously monitored by an employee or escort.

## **6.2.7 Physical Security for Sensitive Information**

All information storage media (such as hard disk drives, floppy disks, magnetic tapes, and CD-ROMs) containing sensitive information must be physically secured when not in use.

## **6.2.8 Property Pass for Removal of Hardware, Software or Data Files**

Computer systems, portable computers, modems, software installation media, backup media, data files and related information systems equipment must not leave company premises unless accompanied by an approved property removal pass (PA 3072).

### **6.2.9 Physical Access Control Codes on Worker Termination**

In the event that a worker terminates his or her relationship with the company, all physical security access codes for the Restricted Area known by the worker must be deactivated or changed. For example, the serial number recording on a magnetic strip attached to an identification badge must be changed before the badge is reissued to another worker.

### **6.2.10 Maintenance of List of Authorized Business System Managers**

A list of managers who are designated "Business System Managers" to grant access to Restricted Area(s) must be kept up-to-date. The Department Director or their designee who delegated authority to these Systems Managers must also periodically review this list.

## ***6.3 System and Application Access***

Depending on the application, security may be administered at the application, database, module, screen, data field, and/or transaction level. Prior to implementation, the Business System Manager should review the capabilities of the application and assure implementation of the appropriate security levels. When in production, the Application Administrator is responsible for maintaining the selected security profiles. This may require a second level of passwords beyond the Novell e-Directory login and/or other external verification of the user's authorization.

### **6.3.1 Maintaining Authorized User Accounts**

The System Administrator is responsible for creating and maintaining accounts for all users authorized to access PAWANET and its connected systems. All Port Authority users accessing PAWANET must have a Novell e-Directory account for File & Print Services.

Business System Managers should re-evaluate the access privileges granted to all users of their applications, or systems, every six months.

Application Administrators work in conjunction with the System Administrator to identify Individual user accounts that need access to their applications, and define the level of access required. Each distinct level of access requires a unique Global Group be created on the Domain Controller by the System Administrator, and populated with the User accounts specified by the Application Administrator. Application Administrators are responsible for maintaining a local group, or groups, to organize and manage application access. Local Groups are populated by adding the Global Groups created by the System Administrator as members of the Local Group. This method distinguishes between user account management and application access, dividing the responsibilities between the

System Administrator, at the Domain, or Enterprise level, and the Application Administrator at the departmental or application level.

Application Managers should re-evaluate the privileges granted to all users of the application at six-month intervals, or at whatever period is appropriate for the level of security and sensitivity of information stored on that system. The Application Manager should provide the Business System Manager with a report of this information regularly for review. The report must indicate the applications that each user is authorized to use. It is important to keep these lists up-to-date as new employees and consultants are added and as others resign or are transferred and are no longer authorized.

### **6.3.2 Limiting Access to the LAN**

The System Administrator will limit access to the LAN by doing the following:

Create logon IDs for only those persons authorized by the Business System Managers.

Reconcile the list of users with the list of persons authorized by the Business System Managers periodically.

Follow the Port Authority standards for password assignment, expiration and change.

Establish controls over supervisor, or other privileged account, passwords, or other special passwords, so that their use is documented and approved by the Business System Manager.

Research sign-on violations to determine if a pattern is evident and report findings to the Business System Manager as necessary.

### **6.3.3 Microsoft Windows Logical Security**

The System Administrator is responsible for logically securing Microsoft Windows servers from unauthorized access. To aid in the creation of a secure computing environment, the following steps should be taken at a minimum:

- 1) User accounts are not to be created locally on Windows servers if at all possible. Local security groups containing global user groups are the methods of rights management in Active Directory.
- 2) Disable Remote Access Server. The only authorized remote access is described in Section 6.4 Remote Access.
- 3) Limit access to Network Monitor. Access to Network Monitor enables the capturing of packets and potentially compromising passwords and security.
- 4) Secure tape backups. Backup tapes should be stored offsite in fireproof cabinets. Unrestricted access to encrypted backup tapes can compromise data and system

security.

5) Physically secure Emergency Repair Disks. Emergency Repair Disks are critical in restoring a damaged Microsoft Windows server, but contain a copy of the password database. Physically securing the disks minimizes the potential of unauthorized access to the password database.

6) Use NT File System (NTFS) for the boot partition. Microsoft Windows manages security only on NTFS file system partitions and not on FAT partitions. Use of NTFS partitions adds another layer of security for the system.

7) Separate the boot partition from user data. This helps ensure that user files are not affected by service packs or upgrades and prevents user access to critical system files.

8) Enable weak password filtering. The Notification Packages value in the registry should be modified to require that all passwords are at least 6 characters in length, contain characters from at least three of four groupings (lower case, upper case, numbers and non-alphanumeric characters) and that passwords do not contain the user name or any part of the user's full name.

9) Enforce the requirement that passwords be changed upon initial logon and no less often than every 90 days thereafter.

10) Control access to the command scheduler. Users should not have permission to schedule services or jobs, or to list previously scheduled jobs.

11) Enable Administrator account lockout and rename the Administrator account. The Administrator account should be configured to lockout after repeated failed access attempts over the network. The account should still be accessible from the system console. In addition, the Administrator account should be renamed so it is not as easily accessible to unauthorized individuals.

12) Establish separate accounts for System Administrators. Administrators should only use privileged accounts when necessary for system administration. All other times they should use individual user accounts, which limits the possibility that unauthorized individuals can access administrator accounts.

13) Default Guest Account should be renamed and disabled. In addition, a strong account password should be in place and all rights should be removed from the account.

14) Null session should be disabled if not required by the system.

15) Secure and manage event logs. NTFS permissions should be set on the event log files to allow only Administrators and System access. In addition, auditing should be enabled on event log files to detect when they have been copied or viewed.

16) Encrypt the Security Account Manager (SAM) password database with 128-bit encryption. This minimizes the possibility that passwords can be cracked and used by unauthorized individuals.

17) Disable Internet Information Server. Web based applications should be used only on approved platforms and with proper security enabled. Standard NT application servers should not function as both application and web servers.

18) Disable remote registry access. The appropriate registry entry should be modified to disable access to the server's registry over the network. This minimizes unauthorized access to the server.

19) NT Kane Security Report must be produced at least quarterly and forwarded to the Business System Manager for review.

20) Monitor for security patches and updates.

21) Security and System Administrators should attend security training.

### **6.3.4 Unix Logical Security**

The System Administrator is responsible for logically securing the Unix server against unauthorized access. The following steps should be taken at a minimum:

1) Modify startup scripts to disable unnecessary services. Ensure that only the root account can edit startup files.

2) Enable additional logging. The /etc/syslog.conf file should be modified to add logging to capture unsuccessful login attempts, successful and failed su attempts and reboots via the auth.info entry.

3) Disable sendmail, if not required by the application.

4) Monitor for security patch updates.

5) Verify valid account login shells for users. Expiration dates should also be set for all temporary accounts.

6) Verify valid home directories for all users.

7) Restrict access to crontab file to the administrator account and ensure that crontab and inittab jobs do not access files that are writeable by anyone other than root.

8) Disable remote access to the Unix system as root.

9) Disable anonymous FTP.

10) Never use "xhost+" on an x-server.

11) System log files, which contain information about system activity, should be reviewed and archived on a daily basis.

12) Usage of sensitive commands should be recorded in a system log and reviewed daily for unusual activity. These reports should be forwarded to the Business System Manager for review.

13) A Security Report, such as ESM for Unix, should be produced at least quarterly and forwarded to the Business System Manager for review.

14) Security and System Administrators should attend security training.

## **6.4 Remote Access**

The Port Authority has a secure Remote Access system. This system is the authorized way for users to remotely access LANs and applications on the Port Authority's Enterprise network. Direct dial-in communications through any other means is not permitted unless approved by the Port Authority's Cyber Security Officer. If a vendor requests direct dial-in communications with the application system's server(s) and other devices, the application system should not reside on the Port Authority Enterprise network.

The Systems Administrator works with the Technology Services Department Remote Access group in providing remote access services for end users. The Systems Administrator is responsible for providing the appropriate Novell login script and by making necessary changes to Novell day/time restriction to 24x7 access. Access to Microsoft Windows application servers by third party vendors, are handled on a case-by-case basis.

End users who need remote access must submit a *PA3624A* Form, Request for Access to Information Systems. To submit a request for Remote Access, please visit Enet.

## **6.5 Security Software: Kane Security Analyst**

The System Administrator is responsible for running the Kane Security Analyst quarterly and submitting copies to the Audit Department and Business System Managers for all Novell and NT domain controllers, application and member servers.

### **6.5.1 Set up and installation of Kane Security Analyst On Novell Server**

Select the settings listed below when installing the Kane Security Analyst on a Novell Server. Be aware that settings for Novell must not conflict with the Kane Security Analyst. The settings for Novell should be set according to PA standards or the report produced may result in a lower security rating

<b>Security Best Practice Area and Tests</b>	<b>Setting</b>
<b>Account Restrictions</b>	
Limit Number of Concurrent Logins	Yes
Account Not Disabled by Administrator	Yes
Account Not Locked by Intruder Detection	Yes
Number of Maximum Connections	1 Connection
Dormant User ID Period	90 Days
User Station Restrictions in Use	No
User Time Restrictions in Use	Yes
User Account Expiration Dates in Use	No
Note: Accounts used by consultants or job shoppers must have an expiration date.	
Login Script Exists for All Users	No
User Template Object Exists For All Containers	No
<b>Password Restriction</b>	
Days between Forced Password Changes	90 days
Periodic Forced Password Changes	Yes
Users Have Ability to Change Passwords	Yes
Grace Logins Limited	Yes
Grace Logins Maximum	3 Logins Allowed
User Passwords Required	Yes
Password Minimum Length	6 Characters
Require Unique Passwords When Changed	Yes
<b>Access Control</b>	
Users with Administrative Privileges	List

### **Access Control Lists**

Not Security Equivalent To Another Object	Yes
Excessive Object Rights	Yes
Excessive Property Rights	Yes

### **System Monitoring**

Intruder Detection	Activated
Failed Logins Prior to Lockout	3 Failures
Minimum Bad Login Retention Period	1 Days 0 Hrs. 0 Mins.
Minimum Login Account Lockout Time Period	7 Days 0 Hrs. 0 Mins.
Parse Error Log for Login Violations	Yes
Auditing is Enabled on Volumes and Containers	No
Accounting System Feature Installed	No

### **Data Integrity**

System Fault Tolerance Activated (SFT)	Yes
Minimum SFT Level Installed	Level 2
Transaction Tracking Feature Activated	Yes
Read After Write Verify	Yes
Auto Repair of Volume Turned On	Yes
Percentage of Space In Use By Deleted Files	10 %

### **Data Confidentiality**

NCP Packet Signing	Activated
NCP Packet Signature Level	Level 1
Remote Console Password Not Scripted In Clear Text	Yes
Secure Console is Enabled	No
Allow Change To Client Rights	Enabled
Allow Unencrypted Passwords Is Turned Off	Yes

Immediate Purge of Deleted Files	Yes
Minimum Time Before Deleting Files	2 Days 0 Hours 0 Mins
Kane Security Analyst Context:	OU=SID.O=panynj

## 6.5.2 Set up and Installation of Kane Security Analyst For an NT Server

Select the settings listed below when installing the Kane Security Analyst on an NT workstation for analyzing an NT server.

<b>Security Best Practice Area and Tests</b>	<b>Checked/Unchecked</b>
<b>Account Restrictions</b>	
Account Disabled by Administrator	Yes
Account Locked by Intruder Detection	Yes
Dormant Inactive User ID Period	90 Days
User Station Restrictions in Use	Yes
User Time Restrictions in Use	Yes
User Account Expiration Dates in Use	No
Force Logoff of Remote Users When Logon Hours Expire	Yes
<b>Password Strength</b>	
Days between Forced Password Changes	90 days
Periodic Forced Password Changes	Yes
Users Have Ability to Change Passwords	Yes
User Password Required	Yes
Password Minimum Length	6 Characters
Minimum Password Age In Days	1 Day
Remember Previous Passwords	Yes
Number Of Passwords Remembered	Last 5 Passwords
Hide The Last User To Logon	Yes

Perform Password Cracking Yes

### **Access Control**

Flag Administrator Equivalence Yes

Only Administrators May Map Drives & Printers Yes

Allocate Floppy Drives At Logon Yes

Allocate CD-ROM Drives At Logon Yes

Flag Remote Access Servers Yes

Flag Users With Excessive User Rights Yes

Define Excessive User Rights as indicated below:

- Act as Part of the Operating System
- Backup Files and Directories
- Change the System Time
- Force Shutdown from Remote System
- Generate Security Audits
- Increase Scheduling Priority
- Log On as a Batch Job
- Log On as a Service
- Log On Locally
- Manage Auditing and Security Logs
- Restore Files and Directories
- Shut Down the System
- Take Ownership of Files or Other Objects

### **System Monitoring**

#### **Account Policy**

Account Lockout On

Failed Logins Prior To Lockout 3 Failures

Minimum Bad Login Retention Period 1 Day

Minimum Logon Account Lockout Time Period 7 Days

Parse Error Log For Login Violations Yes

#### **Audit Policy**

Logon And Logoff Failure

File and Object Access	Failure
Use Of User Rights	Failure
User And Group Management	Success & Failure
Security Policy Changes	Success & Failure
Restart & Shutdown	Success & Failure
Process Tracking	Blank

### **Event**

Application Log Size	4096 KB
Application Log Retention	4096 KB
System Log Size	4096 KB
System Log Retention	Overwrite When Needed

Note: Application Log Size, System Log Size and Security Log Size should be set to allow 14 days of data to be maintained online. Afterwards, log data should be removed and stored on another media and maintained according to records retention or legal requirements.

Security Log Size	10,240 KB
Security Log Retention	Overwrite As Needed
Scan for Login Violations	Yes
Halt System When Security Log Is Full	No

### **Data Integrity**

#### **Uninterruptible Power Supply**

Installed	No*
(* Note: If using a UPS other than a large Liebert answer Yes)	
Service Started	Yes
Run A Command File Upon Power Failure	No
(* Note: If using a UPS other than a large Liebert answer Yes)	
Delay Between Power Failure And First Message	5 Seconds
Delay Between Subsequent Messages	120 Seconds

Machine Shutdown Requires A Logon On	Server & Workstation
OS2 Subsystem Not Installed	Yes*
Posix Subsystem Not Installed	Yes*
* Note: Although the Posix and OS2 settings should be Yes, in most cases certain maintenance providers in an enclosed system may want you to have OS2 or Posix subsystems installed.	
Flag FTP Services	Yes
Flag DHCP Client Service	Yes
Flag SQL Server Service	Yes
Flag Internet Information Server Service	Yes
Do not allow machines to be shutdown from the console without a logon on workstations	Yes
Anti-Virus Software Status Inoculan	No
<b>Data Confidentiality</b>	
System Root Resides On An NTFS Partition	Yes
<b>Passwords Not Scripted In Start Up Files</b>	
Display Legal Notice Prior To Logon Display on Servers	Yes
Check That Auto Logon Is Disabled	Yes

## **6.6 Virus Protection**

System Administrators are responsible for downloading and installing current standard virus protection application and signature files. This involves the following steps:

Provide floppy diskette boot protection.

Protect by using a screen saver password with a recommended 15-minute time-out period.

System and application passwords should conform to the Technology Services Department standards.

Configurations must conform to security parameters identified by Kane Security Analyst software.

Perform deleted file purges immediately or no later than 6 days after file deletion.

Scan servers and desktops for viruses on a daily basis.

Scan for viruses all PC desktops upon the first daily network log-in.

Scan for viruses all incoming data from users, server peripherals diskette, CD-ROM, tape drives, other servers, and the Internet.

In addition, to help in recovery from a virus infection, the following steps should be taken:

Advise users to save all mission critical files to the server each day, because the server is backed up each night, and is fully protected against viruses. Most desktops are not protected in the same way.

Perform daily incremental backups and full backups weekly.

Store all backups off-site at a secure location.

Test recovery procedures annually.

### **6.6.1 Technology Services Department Responsibilities Concerning Viruses**

In order to prevent or detect and remove computer viruses, the Technology Services Department will:

Plan and assist in the implementation of virus prevention and eradication procedures and methodologies.

Provide high-level technical support for quick containment of virus incidents to minimize disruption of business operations.

Purchase software license(s) for agency-wide use.

As more advanced enterprise software distribution tools are implemented, the Technology Services Department will assist with the automatic deployment of new or updated virus definition files or new virus scanning software to department servers and desktops.

Notify all departmental System Administrators of new or updated virus detection and eradication files and new virus scanning software.

Notify all departmental System Administrators first by e-mail and, if appropriate, by telephone or beeper of any publicized warning of imminent, significant virus attacks or virus hoaxes and any posted warnings. Provide System Administrators with as much warning time as possible and provide advice and recommend appropriate procedures.

Provide for the central reporting of all computer virus incidents through the Technology Services Department Help Desk.

Maintain a computer virus incident database to record all computer virus incidents reported to the Technology Services Department.

Below are descriptions of the virus awareness program initiatives used to inform departmental and facility staff.

The *What's New* page on the Enet informs users of new *Virus Alerts*

Messaging under Outlook is used for virus alerts/notifications. Virus infections of e-mail file attachments are cleaned and reported to the sender and recipient of the e-mail and to the Exchange Administrator.

Training of key staff, such as departmental System Administrators.

Participate on a joint Technology Services Department/Audit computer virus awareness program to educate departmental and facility staff.

## **6.6.2 Server Virus Protection**

The Virus Signature (DAT) files should be updated as required, but no less frequently than weekly. There is an automated procedure that is part of the NetShield software, which allows the server to retrieve the latest DAT files from a distribution server. To see the current standard version of Anti Virus software, click below.

[PA Server and Software Standards](#)

In addition, the System Administrator and Business Systems Manager should review server logs daily to identify virus incidents.

## **6.6.3 Desktop Virus Protection**

There are two ways to check the desktops both using virus scanning software. One is a full scan of the desktop that runs daily automatically after successful login to the Novell server. The standard server virus software scan generates virus logs that need to be checked manually. If a virus is found, the user should notify the Technology Services Department Help Desk immediately. Additional virus scanning software runs continuously on the desktop checking for viruses and displays a graphic alerting the user if a virus is found.

## **6.6.4 Virus Protection For Stand Alone and Laptop PCs and Personal Digital Assistants (PDAs)**

Users of stand-alone PCs, laptops and PDAs are responsible for the virus protection of

these devices. When these devices are connected to the network, it is crucial that users follow the Port Authority's policy of allowing virus-scanning software to complete its scan before transferring any data into the network. Users of such devices should see their department System Administrator for assistance in acquiring and installing virus protection software on the device.

All users must have VShield installed on their desktops with virus scanning enabled for Internet downloads. Be aware that VShield may conflict with other software. The possibility of locking up the users' desktop exists. To see the standard version of VShield, refer to Section 6.5 (Standard Department Workstation Software) of the Technology Services Standards & Guidelines:

[Standards and Guidelines for Port Authority Technology](#)

### **6.6.5 Media: Diskettes (Floppy & Zip) and CD-ROMs, Portable Hard Disk Drives, Backup Tapes**

System Administrators should be aware that they might need to scan any files restored from a backup tape containing data from desktops and stand-alone PCs or from any device not protected by VShield or by continuous virus protection.

### **6.6.6 Virus Symptoms**

There are certain oddities that are known to occur in PC desktops infected with particular viruses. Some symptoms only occur once the virus is in place and the virus is triggered to perform its particular function. Others occur while the virus is still spreading. Examples of virus symptoms that users should watch for include:

File date and time stamps changing for no apparent reason

Programs taking longer than usual to load or execute

Programs or files disappearing

Programs attempting to write to write-protected media for no apparent reason

Unexplained decreases in the amount of available PC desktop memory or hard disk storage, or increases in hard disk sectors marked as "bad"

Executable files changing size for no apparent reason

PC desktops unexpectedly "rebooting" when certain previously-correct programs are run, or after a relatively constant amount of time from start-up

Unfamiliar graphics or unusual messages appearing on display screens

Unexpected changes to disk volume labels

An unusual load on local networks or other communication links.

It is important to remember, however, that future viruses may exhibit none of these symptoms. Users should be alert to any abnormalities and should report them to the Help Desk immediately. The Help Desk will notify the appropriate System Administrator who must respond within 15 minutes.

### **6.6.7 Incident Response**

Once a computer virus is detected, the System Administrator, on the advice of the Computer Virus Response Team, should do the following even if the virus has already been removed:

An infected PC desktop should be powered off and re-booted with a virus-free floppy diskette containing a virus scan program. Booting from this virus scan diskette ensures that any "Master Boot Record (MBR)" or "memory resident" viruses have been removed. These types of viruses can infect files even after a login scan has completed on an infected machine.

In an infected network server, another scan of the network disk drives should be scheduled after active sessions have been terminated and logins disabled to ensure that all viruses have been removed. All subsequent logins should then be performed with virus scanning. Removing the viruses from infected files stored on the network disk drives should render the network server safe.

Print and review PC desktop or network server log files for use in determining the source of the infection.

If the source of infected files is determined to be a PC desktop, that desktop should be considered infected and scanned as described above.

Any infected files on floppy diskettes should be scanned and cleaned, or the floppy diskette should be destroyed. The desktop should be scanned again by rebooting with a virus free floppy diskette containing a virus scan program.

## **6.7 Software Inventory and Licensing**

Customer departments are responsible for the accurate inventorying of all software used on all servers and desktops within their department. In addition, departments are responsible for ensuring that all software is properly licensed and that appropriate documentation is maintained as proof of license ownership.

### **6.7.1 Software Procurement Liaison**

Departments should identify a single point of contact for internal department staff and Procurement for notification of software orders. The software liaison facilitates the processing of software orders and ensures that appropriate documentation is maintained including license cards and purchasing/invoice materials. In addition, the software liaison

ensures that the System Administrator is notified of software acquisitions and that software is only installed by authorized staff.

### **6.7.2 Software Installations**

Software should only be installed by the System Administrator or his/her designee. Following installation of software, the System Administrator should remove the original software media and return it to the appropriate software liaison for storage and inventory. Individual users should not retain original software media, license certificates or original invoices or proof of purchase.

### **6.7.3 License Control**

Departments are responsible for maintaining a current inventory of all licensed software including proof of license. At least once per year, System Administrators, working with the Business System Manager, should verify the accuracy of the software inventory by matching inventory lists with physical software media and purchasing records. Obsolete software should be destroyed by erasing media and records retained of the date of destruction. Questions regarding the nature of documentation required as proof of license should be directed to the department's Technology Services Department IT Coordinator.

## **7.0 E-mail**

### ***7.1 Systems Administrator Responsibilities***

The Systems Administrator is responsible for the desktop deployment of the Port Authority's electronic mail client software, currently Microsoft Outlook 2007, and upgrading and troubleshooting of the client-side mail software as requested. The Systems Administrator should try to identify, resolve, or, if necessary, redirect desktop problems. If the Systems Administrator cannot resolve user desktop problems, he/she can contact the Help Desk/Unisys Support Desk. If the problem still cannot be corrected, he/she can contact the Technology Services Department's Messaging Group for further assistance.

### ***7.2 E-mail Viruses***

Trend Micro's InterScan Messaging Security Suite (IMSS) provides anti-virus protection for incoming and outgoing e-mail. Trend Micro's ScanMail for MS Exchange product scans incoming e-mail on the MS Exchange servers (currently at USi) for viruses, and cleans e-mails, and deletes virus-infected e-mail file attachments stored on the MS Exchange servers. The Trend Micro products, however, are not designed to clean virus-infected files on the user's computer. In addition to anti-virus functionality, IMSS and ScanMail also block e-mail file attachments with the extensions pre-defined by Port Authority's messaging policy.

In case a virus is found in an e-mail message, the Trend Micro product promptly deletes the virus and notifies the Exchange Administrator of a virus instance via e-mail message. The message indicates the name of the detected virus, the action taken, and the sender and recipient's information. If a user creates or receives an e-mail containing a virus on their desktop email client (Outlook), the desktop anti-virus software (McAfee) will detect the virus and take corrective action to clean or quarantine the virus and issue an alert to the Virus Response Team.

### ***7.3 Outlook Responsibilities Performed by the Support Desk***

Tasks performed by the Support Desk for E-mail services include the following:

- Creation of new e-mail mailboxes and associated Active Directory accounts
- Deletion/modifications of the existing e-mail mailboxes and accounts
- Resetting of Active Directory account passwords used for access to mailboxes

The Technology Services Department requires audit and security controls over the account management process and utilizes the "Request for Access to Information Systems" form PA3624A for this purpose.

### **7.3.1 Procedure for Account Creation/Deletion/Modification:**

A request for the creation, deletion or modification of an Exchange mailbox or the associated Active Directory account requires the completion of form 3624A.

A form must be filled out for each new or changed mailbox and must be signed by an authorized departmental representative and approved by the Authority's Customer Support Manager.

The completed form is faxed to the Support Desk, Technology Services Department, Fax Number (585) 742-6584 for processing.

### **7.3.2 Procedure for Resetting Passwords**

The Outlook (Active Directory) user ID and password is synchronized with the Novell ID and password. Therefore, customers requiring a password reset must follow the Novell account password reset procedure.

## **8.0 Day to Day Operations**

### ***8.1 Backup & Recovery***

#### **8.1.1 Overview**

The backup schedule for Port Authority servers reflects the intent to protect data, files and electronic records stored on these servers in the event of data loss or corruption. In addition, the backup process provides for disaster recovery for servers as designated by contract.

The Port Authority approved standard software product used to perform scheduled server backups is FDR Upstream Reservoir.

FDR Upstream Reservoir is used to create backups, on the Reservoir Servers, that will be stored remotely and managed centrally.

For the current standard version of FDR Upstream Reservoir, click below.

[PA Server and Software Standards](#)

#### **8.1.2 Backup Scheduling**

The System Administrator is responsible for ensuring that Port Authority servers are backed up and that the backup contains all data, application and system files. This must be done as follows:

A full backup of each server to be performed weekly, bi-weekly or monthly, dependent on time constraints and the amount and type of data to be backed up. A full backup is a backup of all files on the server.

Daily incremental backups of each server must be performed. The type of daily backup performed depends on time constraints and the amount and type of data to be backed up. Incremental backups are backups of all files changed since the last backup.

### ***8.2 Testing the Restore Procedure***

The System Administrator is responsible for verifying that system backups can be used to successfully restore the backed up data. It is recommended that the test restore be performed on a single non-critical directory only, not the entire server. When incremental or differential backups are routinely used, the test restore procedure should incorporate the following:

Immediately prior to performing the test restore procedure, do a special full backup on the directory being tested.

Testing a full restore should only be performed on a non-production server.

Testing should be performed at least annually.

Test results should be documented.

### ***8.3 Patches and updates***

The System Administrator is responsible for ensuring that the current Port Authority approved software and patches are installed on all desktops and servers. Security patches should be implemented as soon as possible when they eliminate or control a security exposure. To see the current approved Port Authority software, refer to Section 6.5 (Standard Department Workstation Software) of the Technology Services Standards & Guidelines:

[Standards and Guidelines for Port Authority Technology](#)

[PA Server and Software Standards](#)

An untested patch should never be applied to a production system, except when an alert is issued to correct a security exposure or to fix a condition that results in extensive loss of service. In this case, the Technology Services Department should be consulted to evaluate the risk to the Port Authority and to consider implementing the correction immediately.

### ***8.4 Application Software***

The System Administrator is responsible for ensuring that the appropriate vendor maintains the currency of custom/application software.

#### **8.4.1 Recommended Procedure for Testing and Implementing Patches**

Install patches on a stand-alone system, or in the Technology Services Department Lab, for testing and evaluation before installing in a production environment.

Use the basic functions of that software to verify that the patch does not negatively impact normal operations.

Install the patch on a non-critical production system and test again as above.

Install the patch on production systems.

NOTE: For operating system patches that will be installed on systems running nonstandard, custom, or mission critical applications, the System Administrator should check with the application vendor to verify that the patch is compatible with their software.

## **8.5 Adding and Deleting User Accounts**

The Systems Administrator is responsible for creating new accounts and deleting inactive accounts. Appropriate documentation should be maintained by the System Administrator to verify proper authorization.

### **8.5.1 Creating New Novell User Accounts**

User accounts are created and managed using the Novell ConsoleOne utility. Soon we will begin using Active Roles Server for user account creation.

**8.5.1.1** Enter the following information about the user in ConsoleOne's Identification page:

- Full Name
- Last Name
- First Name
- Employee ID
- Telephone Number and Location.

**8.5.1.2** Create the Novell Login ID using the following naming convention:

*Note:* The Novell Login ID is the same as the user account name. All Novell Login ID's must be unique. To avoid creating duplicate Login ID's, check with *The Outlook Response Team* to verify that the proposed Novell Login ID is available for use before you create it.

Use the first initial of the first name and the full last name.

<b>Example:</b>	<b>Real User's Name</b>	<b>Novell Login ID</b>
	Tony Robinson	trobinson

If two users have the same name, insert the middle initial.

<b>Example:</b>	<b>Real User's Name</b>	<b>Novell Login ID</b>
	Tony T. Robinson	Ttrobinson

If a second user has the same name and the same middle initial, include the second letter of the user's first name:

<b>Example:</b>	<b>Real User's Name</b>	<b>Novell Login ID</b>
	Tony T. Robinson	torobinson

If a third user has the same name and the same middle initial, include the second and third letter of the user's first name.

<b>Example:</b>	<b>Real User's Name</b>	<b>Novell Login ID</b>
	Tony T. Robinson	tonrobinson

For hyphenated names, use the first initial of the first name, followed by the first initial of the first part of the hyphenated name, and then the last part of the hyphenated name.

<b>Example:</b>	<b>Real User's Name</b>	<b>Novell Login ID</b>
	Alice Gonzales-Robinson	agrobinson

**8.5.1.3** Create a Novell Template object in each container that has active (or soon to have active) users using the following parameters:

### **Login Restrictions**

Limit Number of Concurrent Logins	Yes
Account Not Disabled by Administrator	Yes
Account Not Locked by Intruder Protection	Yes
Number of Maximum Connections	1 Connection
Inactive User ID Period	90 Days
User Station Restrictions in Use	No
User Time Restrictions in Use	Yes
User Account Expiration Dates in Use	No
Login Script Exists for All Users	No

### **Password Restrictions**

Days between Forced Password Changes	90 Days
Periodic Forced Password Changes	Yes
Users Have Ability to Change Passwords	Yes

Grace Logins Limited	Yes
Grace Logins Maximum	3 Logins Allowed
User Passwords Required	Yes
Password Minimum Length	6 Characters
Require Unique Passwords When Changed	Yes
Password Exists for Each User Login	Yes

### **Security**

Intruder Detection	Activated
Failed Logins Prior to Lockout	3 Failures
Minimum Login Account Lockout Time Period	1 Day 0 Hrs. 0 Mins.
Minimum Bad Login Retention Period	7 Days 0 Hrs. 0 Mins.
Parse Error Log for Login Violations	Yes
Auditing is enabled on Volumes and Containers	No
Accounting System Feature Installed	No

### **Group Membership**

Everyone (used to assign permissions to department SHARE folders)

#### **“U” and “S” Drive Rights**

- User should have all rights to their “U” drive except for “A” access control and “S” supervisory, so users will not be able to grant rights to their home directory.
- Files should be shared only by using the Share, (“S”) drive.
- Access to a user’s home directory, by anyone other than the owning user is prohibited.

#### **Share Drive/Folder Structure**

- The Share folder will include three subfolders, one called “Projects”, one called “ORG”, and one called “Everyone”.
- All departmental projects will be kept in the “Projects” folder. Projects folders will be created and have user rights assigned by a group having the same name as the project. Only staff requiring access to project files should be granted rights to a specific project folder.

- Under the Projects folder will be two folders, one called “Active” and one called “Completed”. Active projects reside in the “Active” folder.
- When staff identify a project as “Completed”, the project folder will be moved to the “Completed” folder and all rights, except for Read and FileScan, will be removed from the folder. This will ensure that the final project documents remain unchanged, while still allowing staff to review the old documents and use them as templates for new documents if desired. The “Completed” folder will be set to archive its data.
- Under the “ORG” folder will be subfolders with names corresponding to the various divisions within the department. By default, only staff within a division will have access to a division’s folder. These folders are intended to hold data for a specific division that would not normally be shared departmentally. Staff from other divisions would not have access to these folders unless the division manager of the owning division gives their approval.
- The Systems Administrator, at the direction of the Director, may from time to time remove any data deemed to be non-business related.
- A folder called “Everyone” will be created in the Share folder. All staff in the department will have full access to this folder to store and retrieve files that are not related to a project or a division’s day-to-day operations.
- Additional shared folders, with access restricted to only specific users, if required, will be created in the Share folder. Access will be restricted through the use of Novell Inherited Rights Filters and access will be granted through the use of groups. These groups will be named using the same name as the folder name.
- In general, rights to any folder will be granted through the use of a group having the same name as the folder. The group would have trustee rights to the folder, and users would be added to or removed from the group as needed.
- All rights would be granted or revoked through the use of form PA-3624A. Designated staff in each department are required to approve these requests.

## **8.5.2 Explanation of Technology Services Department Standard User Account Parameters**

### **8.5.2.1 Concurrent Logins**

It is Port Authority policy to limit Login sessions to one (1) connection per user to avoid unauthorized access to the system.

### **8.5.2.2 Intruder Detection**

It is Port Authority policy to activate the system-monitoring feature using the following parameters in order to curb unauthorized users from guessing a user’s password.

Set the system to lock out the account after 3 incorrect login attempts.

Set the lock out period to 7 days after which time the login will be re-enabled.

### **8.5.2.3 Passwords**

All user accounts must have a password according to the following rules.

The password must be at least six (6) characters.

Passwords should be a combination of letters, numbers and special characters.

The password should not be easily guessed.

Passwords should not be written down.

The password should be set to expire after 90 days.

Passwords for sensitive and high privileged accounts should have 8 or more characters and should be changed at least every 60 days.

Grace logins should be activated and limited to three.

Users should be notified several days in advance of password expiration.

Users should be forced to change their password on initial login and once it expires.

Unique passwords should be required. Users should be prevented from reusing a previous password for a minimum of one year.

Passwords should be encrypted in storage.

Passwords used in system startup files and login scripts must be encrypted.

Servers should be protected by using a screen saver password. The recommended time-out period is 15 minutes.

For certain users, where security is an issue, protect with a short boot –up password during power on.

### **8.5.3 Deviations from Technology Services Department Standard User Account Parameters**

The department Business System Manager must approve any deviations from the above Technology Services Department standard user account parameters. The approval of any deviations should be documented and maintained on file.

### **8.5.4 Inactive User Accounts**

Dormant accounts must be removed because unauthorized use of these accounts would go unnoticed. Inactive accounts as noted in the Audit Report should be disabled after six (6) months and removed from the system after one (1) year.

#### **8.5.4.1 Deleting Inactive User Accounts**

The form PA3624A, *Request for Access to Information Systems* is used to request deletion of a Novell or an e-mail account:

Accounts are also deleted based on information contained in the *Terminations and Transfers Report*, distributed weekly by TSD.

### **8.6 Login Script**

A Novell Login Script is a list of commands that are executed after a user successfully logs into the network. There are three types of login scripts: the container, user and default login scripts. For security reasons, and ease of administration, only the container login script is used.

The Container Login Script is used to set environment variables, drive mappings, automate software distribution, and initiate other programs. These programs typically include hardware inventory, checking the local PC for viruses, and e-Mail profile manipulation. All container Login Scripts should end with an EXIT command to prevent unauthorized User login scripts from executing. Caution should be exercised when using the EXIT command, however, since placing this ahead of necessary mappings could render the system unusable.

Drive mapping should be performed in the container login script as described in Drive Mapping Conventions. Comments should be noted at the top of each Novell login script, including the date of the change, a description of the change and the Sys Admin name.

### **8.7 Guest Account**

The Guest account is automatically created when Microsoft Windows is installed. Leaving this account active on servers has proven to be a security risk. For this reason the account should be disabled on all servers and renamed to "Cherokee".

### **8.8 Administrator Accounts**

The default Administrator (Novell & Microsoft Windows) accounts should not be used for daily administration activities. The Microsoft Windows Administrator account should be renamed to "Comanche". The password should be stored in a secure location. These accounts should be used only for special situations that require rights to the entire tree or server. When the Administrator account is used, its password should be changed and returned to its secure location.

For audit trail purposes, System Administrators should have and use their own unique accounts. The preferred naming convention for these accounts is a leading "a" (for

admin) followed by the standard first initial and last name of the user. These accounts should have all the privileges an administrator would need to perform the required tasks for the containers being administered.

Novell refers to these accounts as Supervisor-Equivalent accounts. Supervisor-Equivalent accounts should be created for System Administrators only.

## **8.9 Granting User Access to Windows Network Resources**

The process for granting access to a user for a specific resource is as follows:

1. The local Application Administrator requests that the account domain (PANYNJ) System Administrator in the Technology Services Department create a Global Group for particular access to that resource. The form PA3624A, *Request for Access to Information Systems* is used to request access to Windows network resources:

The account domain System Administrator will adhere to the following naming convention to create the group for that application.

Example: Access to the application named Rbase.  
Group Names: *Rbase Users (read-only access), Rbase Admins (read-write access).*

Note: NT Global Groups are limited to 20 characters and they cannot be renamed.

2. The Local Application Server Administrator requests that domain user accounts be added from the Master Account Domain PANYNJ into the appropriate Global Group.
3. The Local Application Administrator creates a Local Group at the application Server where the resource resides.

Example: New Local Group "Rbase Users" is created on TELEAS04, which is a member of the PARES Resource Domain (which trusts the PANYNJ account domain).

4. Local NTFS permissions are assigned to the Local Group created by the Application Administrator.

Example: The Read permission is granted to TELEAS04\Rbase Users for the directory D:\Rbase.

5. Local System Administrator adds correct Global Group into the Local Group on the server.

Example: Local System Administrator adds the Global Group PANYNJ\Rbase Users into the Local Group TELEAS04\Rbase Users.

6. Ongoing administration is handled locally, by the local application server administrator and enterprise-wide by the Technology Services Department domain administrator.

Example: Every time a new user requires access to Rbase, the Application Administrator requests that the domain System Administrator place the newly named application user's user object in the Global Group PANYNJ\Rbase Users.

If new permissions are required for access, the local System Administrator has the ability to change them.

### ***8.10 Application Software Support Activities***

The System Administrator, assisted by a desktop support specialist, will support all Port Authority standard software. He/she will work with applications support and the associated vendor when necessary.

### ***8.11 Change Reporting***

System Administrators are responsible for participating in the weekly Change Management meetings

System Administrators are responsible for reporting to the Technology Services Department Standards all changes pertaining to:

*Departmental hardware:*

- Servers
- All network connected devices, such as:
  - Printers
  - Print servers
  - Scanners
  - Network Interface Cards

*Software:*

Network Operating Systems, Desktop Operating Systems, standard applications, including:

- Upgrades
- Service packs
- Patches

- Non-standard operating systems
- Non-standard applications

## ***8.12 System Monitoring***

The System Administrator is responsible for monitoring servers and clusters to ensure that:

Volume storage space being utilized does not exceed 80%

Percentage of processor utilization does not reach 100% for an extended period of time, defined as 20 minutes or longer.

On Unix machines, ensure that system and application processes are still active and check /var/adm/messages for hardware or software error messages and application logfiles for application error message

In addition, the System Administrators are responsible for installing Port Authority standard server monitoring software. This software will automatically detect potential hardware failures and send a notification to the responsible System Administrator, allowing him/her to address problems before they cause system downtime.

## ***8.13 Server/eDirectory Maintenance Procedures***

### **8.13.1 Server Outage Notifications**

The following email distribution list has been created for notification of any unplanned server outages:

DL - TSD - Network\_Server Outage

This list of users must be notified of any service interruption as soon as possible after the incident.

### **8.13.2 Server Reboot Procedures**

Server reboots will be performed according to the standard Port Authority procedures:

## ***8.14 Systems Administrator Resources***

Links to web sites that provide useful information to System Administrators:

Compaq/HP Tech Support [HP Tech Support Website](#)

Dell Tech Support <http://support.dell.com/>

IBM Tech Support: <http://www.ibm.com/support/us/>  
<http://www.pc.ibm.com/us/eserver/xseries/library/configtools>  
<http://www.redbooks.ibm.com/>

Network Associates: <http://www.nai.com/>

Novell Tech Support <http://support.novell.com/>

Microsoft Tech Support <http://support.microsoft.com/>

ARCserve Support: <http://supportconnect.ca.com/>

## **9.0 Desktop and Enterprise Application Support**

Technology Services Department's Support Desk is the primary source of troubleshooting and support for desktops. This includes assisting users in installing, configuring and maintaining hardware and software applications. Where required, additional support is available from the Technology Services Department Senior LAN Engineers (SLE), System Administrators and the Port Authority contractor for hardware maintenance.

### ***9.1 Desktop Inventory***

All computer related hardware, including printers must be maintained in the Port Authority's (PA) PC inventory. Tivoli is the standard inventory database for all managed PC assets within the PA. It contains employees, departments and location information, and works in conjunction with a client-based auto discovery tool called Peregrine Desktop Inventory (PDI).

PDI performs periodic scans on all PCs on the Port Authority Wide Area Network (PAWANET) using the Asset Tag as a unique identifier, and reports hardware characteristics, software installations and configuration information. When the scan files are loaded into the Tivoli database and a match is found, the records are automatically updated with current information. This data is used to generate our monthly inventory reports.

### ***9.2 Desktop Operating System Standard***

The Port Authority's standard operating system for desktops is Microsoft's Windows. In limited circumstances, where business objectives warrant, alternative operating systems may be deployed with the approval of the department director and concurrence of the Chief Technology Officer.

### ***9.3 Desktop Configuration***

#### **9.3.1 Desktop Naming Conventions**

All departmental PC desktops, laptops and CAD workstations should conform to the following naming convention, regardless of the operating system being used. The Computer Name must be identical to the computer manufacturer's serial number.

#### **9.3.2 Desktop User Accounts**

Windows desktop users should have Microsoft Active Directory domain user accounts

that correspond to their Novell NetWare identifications. All Microsoft Windows workstations should include at least one local login account with local administrative privileges. Only the TSD support personnel should use the local administrative account for workstation maintenance.

### **9.3.3 Remote Desktop Management**

The Port Authority also distributes software applications and upgrades via Novell's ZENworks. Each workstation must have Novell's Desktop Management module installed as part of the NetWare Client. This will enable remote software and application distribution software updates, hardware inventory and workstation troubleshooting. The current version and configuration settings for ZENworks are accessible from the link below in Section 6.5 (Standard Department Workstation Software) of the Technology Services Standards & Guidelines:

[Standards and Guidelines for Port Authority Technology](#)

### **9.3.4 Drive Mappings**

Workstation drive mappings and drive pointers to shared network storage are accomplished exclusively through the Novell NetWare login script. Local drive mappings on the desktop are not supported.

## ***9.4 Standard Department PC Desktop Software***

The following software is the standard Port Authority software for departmental workstations. New computer installations should conform to the existing standard. Previous installations may use the alternate standard until they are replaced or upgraded.

Because technology is rapidly changing, Section 6.5 (Standard Department Workstation Software) of the Technology Services Standards & Guidelines should be consulted to obtain the most recent versions of standard software.

[Standards and Guidelines for Port Authority Technology](#)

Department directors should establish appropriate internal approval processes to authorize the purchasing and use of nonstandard software. Nonstandard software should only be used where there is a compelling business justification and done in consultation with the department's Technology Services Department customer technology manager.

## ***9.5 Enterprise Software***

The sections below describe the standard Enterprise software.

### **9.5.1 PeopleSoft**

Users requiring access to the Port Authority's Human Resources – Payroll System (PeopleSoft) must have the Internet Explorer web browser installed on their desktop. No other client software is required.

### **9.5.2 SAP**

Users requiring access to the Port Authority's financial and procurement system (SAP) must have the current client installed on their desktop. System administrators are responsible for installing appropriate components on the user's desktop as well as maintaining current application files on the network server for use.

### **9.5.3 Microsoft Outlook and Exchange**

The standard Port Authority client to access e-mail is Microsoft Outlook. Technology Services Department Support Desk and Senior LAN Engineers are responsible for installing Outlook and configuring the client through the use of a pre-configured profile.

### **9.5.4 eNet**

The Technology Services Department Support Desk and Senior LAN Engineers are responsible for installing and configuring the Internet browser to access the Port Authority's employee Intranet.

### **9.5.5 Other Business Applications**

Other Enterprise applications are deployed on occasion to user desktops. This includes systems like the Business Expenses system and others. Technology Services Department Support Desk and Senior LAN Engineers are responsible for deploying the desktop clients and network server software according to standards and directions provided by the Technology Services Department.

## ***9.6 Workstation Security***

Workstation users and their managers are responsible for the security of computer equipment and safeguarding critical corporate data and access to Port Authority's network resources. This includes both the physical securing of equipment as well as the logical safeguarding of equipment and data.

### **9.6.1 Physical Security**

The method of control should be based on the value of the equipment, the sensitivity of the data, its portability and the degree of exposure to theft. All workstations and laptops should be physically secured with a cable and lock. In addition, it is recommended that PC desktops be assigned a coded theft recovery ID.

### **9.6.2 Logical Security**

Port Authority departments are responsible for providing for the security of computer resources and devices:

For certain users, where security is an issue, workstations should be protected with a boot-up password during power on.

Screen saver passwords should be implemented with a maximum of a fifteen (15) minute time-out.

All critical data should be backed up nightly onto either exterior media or a network drive.

## ***9.7 Port Authority Help Desk/Pomeroy Support***

Please refer to the Port Authority Help Desk and Pomeroy Support sections (currently Sections 6.8 and 6.9) of the TSD Standards and Guidelines for responsibilities, hours of staffing and escalation procedures:

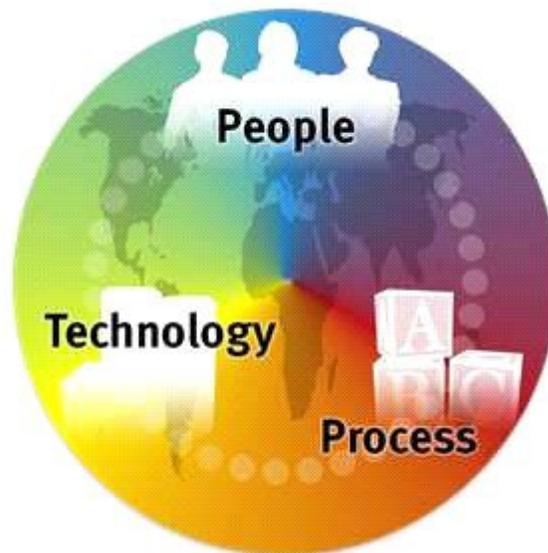
[Standards and Guidelines for Port Authority Technology](#)

## ***9.8 Network Problem Notification***

CNS (Computer Network Solutions) monitors the Port Authority's Wide Area Network (PAWANET) under the supervision of the Office of Technology Infrastructure – Network Operations. CNS notifies the appropriate PA staff, via email and telephone, of any outage of key communication links in PAWANET.

**STANDARDS AND GUIDELINES  
FOR  
PORT AUTHORITY TECHNOLOGY**

**(Non-Confidential Sections for use in  
preparation/distribution with RFP)**



**Technology Department**

Version 7.5  
5/28/14

(PREPARED FOR RFP: **PLACE TITLE OF RFP HERE**)

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## Introduction

The purpose of this document is to communicate the standards established by the Technology Department (TD) and provide guidance in proposing Information Technology (IT) solutions for the Port Authority of New York & New Jersey (PANYNJ), the Agency.

To that end, these guidelines intend to help RFP Submitters do the following:

- Implement computing and networking solutions that ensure the utmost reliability, availability and security.
- Procure hardware and software that advances business needs in a manner that is compatible in an ever-changing IT environment that enables departments to work with each other more effectively.
- Easily and efficiently communicate and exchange information throughout the agency.
- Achieve greater systems integration so that the application will be interoperable resulting in cost effectiveness and quality control.
- Adherence to these standards ensures that IT investments achieve Enterprise connectivity, interoperability, consistency, and will enhance performance in a cost-effective way.

### 1.0 The Port Authority Wide Area Network (PAWANET)

#### 1.1 PAWANET Overview

The Port Authority has a modern distributed computing network, called the Port Authority Wide Area Network (PAWANET), which is managed as an enterprise resource. It connects all the various Port Authority facilities and transportation systems using high-speed voice, data, and video lines or links.

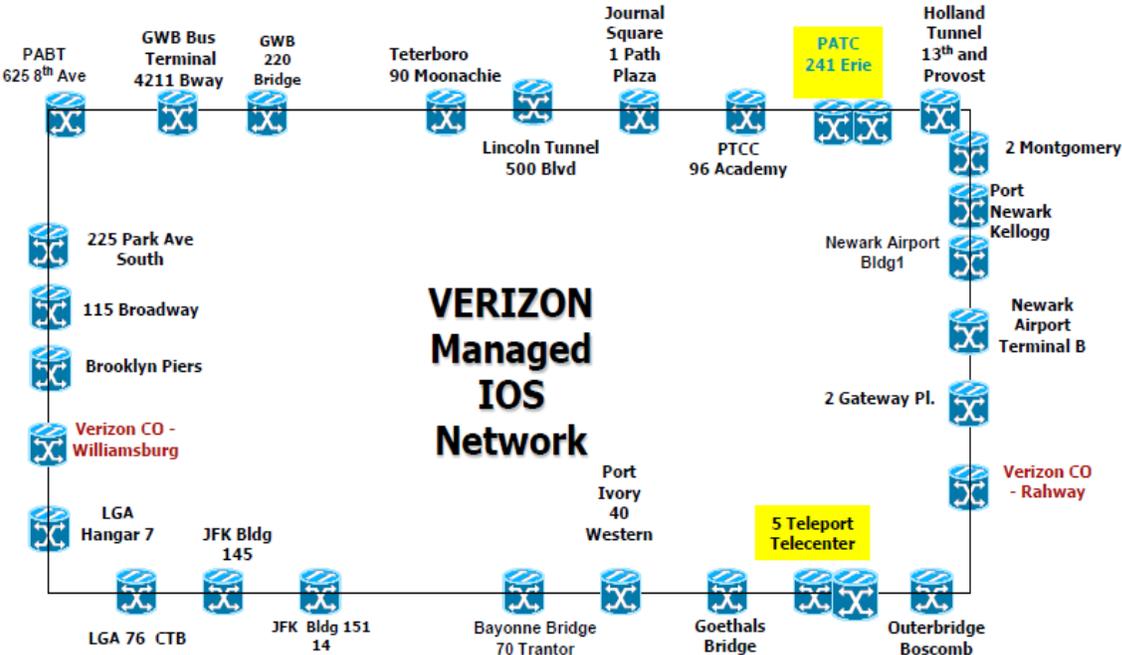
This network is crucial to all Port Authority businesses because it provides the connections for applications such as e-Mail, Internet and Intranet access, SAP, PeopleSoft, Electronic Toll Collection, Computer Aided Design and Drafting (CADD), Lease Image, Closed Circuit Television (CCTV) surveillance systems, and in the future, videoconferencing, and more.

PAWANET consist of a Managed Fiber Optic Dense Wave Division Multiplexed (DWDM) Network, provided by Verizon Select Services, as an Integrated Optical Service (IOS) network. This network consists of eleven separate and distinct (1) Gbps lightwave networks, each interconnecting with the data centers at Telecenter and the Port Authority Technical Center (PATC). Site-to-Site interconnectivity is achieved via the “hub and spoke” topology through the data centers. Additional high-speed Ethernet Private Lines (EPL) have been deployed to support key Port Authority off-ring facilities. Remote locations are linked using redundant high-speed dedicated point-to-point leased communication lines.

Remote locations are linked using redundant high-speed dedicated point-to-point leased communication lines. Wireless connectivity also supported when hardwired connections are not practical.

The network consists of state-of-the-art Cisco Systems equipment and services, such as, high performance Cisco Catalyst switches and routers. The Port Authority uses Bluewater Network Monitoring Services to monitor PAWANET, and Cisco Systems SMARTnet hardware/software maintenance services, and Cisco's Technical Assistance Center (TAC) to support and maintain the network.

1.2 VOIP Circuit Diagram –



1.3 Inter-site Services Providers

The Technology Department (TD) has contracted with a variety of companies to provide inter-site services. Companies providing communications services for the Wide Area Network are listed below.

- AT&T Local Services
- Verizon

## 1.4 PAWANET Functions

Currently PAWANET is used to transport the following:

Data	Supports the low and high volume transfer of data used for applications, such as SAP and PeopleSoft, and for network communications, such as e-Mail. Provides a data path for off-site, mainframe data backup of file, print and application servers. Enables the use of Storage Area Network (SAN) for network storage of user files and routing jobs to shared network printers.
Video	The transfer of Closed Circuit TV (CCTV) data is supported across the entire network to provide security for the Port Authority's key facilities. The network provides the hardware capabilities for voice and VoIP transmission.
Voice	The network switches and transmission lines are used for videoconferencing to enable diversely located staff participate in meetings across large geographic area.
Videoconferencing	Voice Over Internet Protocol (VOIP) is in the process of being implemented for the agency to replace the legacy Nortel system, which currently serves the majority of Port Authority users. VOIP will be another data stream utilizing the PAWANET infrastructure.
VOIP	

## 1.5 Features of PAWANET

PAWANET provides a high performance and reliable fail-safe communications network. These are its key features:

- Alternate paths of communication
- Support of high volume traffic such as CADD, CCTV and others
- Catalyst 3000, 4000 and 6500 switches at all the major sites, and at the Teleport
- Cisco high performance 2000, 3000 and 7200 router family products with redundant power supplies

## 1.6 Supported Protocols

The network supports the following network protocols, allowing dissimilar platforms to communicate within PAWANET:

TCP/IP:	TCP/IP is the universal protocol that allows communications between all systems within the Port Authority's network, as well as other networks.
IPX/SPX:	This protocol allows communications between all Novell platforms.
SNA/SDLC:	This protocol allows communications between all IBM systems and other systems that support System Network Architecture (SNA).

## 1.7 PAWANET Switches and Routers

The current standard switches and routers used on PAWANET are:

- Tellabs Reconfigurable Optical Add Drop Multiplexers (ROADMS) are the DWDM nodes on the Verizon Managed IOS Network.
- Cisco High performance 3000, 4000, and 6000 series switches
- Cisco High performance 2000, 3000 series routers for intermediate connectivity.
- Cisco 7200 high performance routers  
Provide high-speed connectivity and routing capabilities across the network in

support of TCP/IP, IPX/SPX and bridging functions, and provides routing capabilities for Port Authority Internet access.

- A pair of fault tolerant 10 Gbps links on IOS are established on IOS to provide the required band with between the data centers at Telecenter and PATC.

## 1.8 Approved Servers

Only IBM File & Print and Application servers may be connected to PAWANET.

This includes turnkey and distributed systems where File & Print or Application servers are used. Any replacement File & Print or Application servers must be IBM servers. Deviation from this policy will not be allowed, without prior approval of the Chief Technology Officer or their designee.

## 1.9 Enterprise Addressing Scheme (including IP addressing)

The Port Authority's enterprise network is a TCP/IP Class B network allowing for a maximum of 255 subnet assignments. Subnets assigned on a geographical basis according to the number of resources required. Workstations are configured for dynamic assignment of IP addresses via Dynamic Host Configuration Protocol (DHCP).

TD will assign static IP addresses for servers, printers and faxes that are to be connected to PAWANET.

## 1.10 Enterprise Network Monitoring Software

The Port Authority has selected Bluewater Network Monitoring Services to continually provide real time monitoring of PAWANET, and its data and voice link availability. To provide for real time network monitoring, the following software utilities are used by Bluewater and the Port Authority, respectively:

- Remedy Network Management software used by Bluewater
- Cisco Works for Switched Internetworks used by Port Authority

## 2.0 Network Resources

### 2.1 Network Overview

The Port Authority has a modern distributed computing network, which is managed as an Enterprise resource. The network connects all individual PCs, servers, printers, and other devices in a unified computing infrastructure that makes it possible for the Port Authority to conduct its business.

The Enterprise Network consists of the PAWANET (see Section 1.1) and connected Local Area Networks (LAN's). The line of demarcation between the cable and wiring is the responsibility of the carrier and the Port Authority's area of responsibility is usually a wiring closet. The Port Authority's Enterprise Network consists of the following components on the Port Authority side of demarcation:

#### Enterprise Devices

- Cabling
- Routers
- Switches
- Wiring Closets
- Communications Equipment Racks
- Server Racks
- File and Print Servers
- Application Servers
- Storage Area Networks (SAN)
- Network Printers
- Security Devices (Video Encoders, IP Cameras, ACS Panels)

## LAN Devices

- Desktop PCs
- Workstations
- Voice Over IP Phones
- Laptops
- Video Conference Units
- Local Printers
- Scanners
- Copiers
- PC Peripherals

## 2.2 Enterprise Network Architecture

The Port Authority operates an extensive network of Enterprise file, print and application servers. These devices are linked to an Enterprise Wide Area Network. The flexibility provided by the use of multiple servers, server clusters and Storage Area Networks (SAN) offers users improved network response, greater reliability, increased data security and reduced operating cost. Adherence to the standards outlined in this section allows the Port Authority to manage their systems, applications and data in a way that best meets our business needs while maintaining interoperability and safeguarding Port Authority's information assets.

### 2.2.1 Server Operating System and Software

All Enterprise File & Print services in the Port Authority are currently, based on the Windows Operating System. Microsoft Windows, Linux and Sun Solaris are supported as application servers when required for functionality.

In addition to the base operating system, all servers must include the following components:

- Virus Protection (minimum: McAfee Engine 8.5.0i, with current DAT files)
- Network Security
- Remote Monitoring and Management
- Intrusion Detection
- Mainframe Systems Backup (minimum: Upstream 3.5.0c)
- Uninterrupted Power Supply (If central UPS is not installed at the location)
- Current Service Packs and security patches (minimum: SP1)

Note: All operating system and server software shall be provided and configured by the Technology Department prior to connection to PAWANET.

### 2.2.2 Configuration

All network devices--including servers, workstations, network printers, and network faxes--must use IP addresses which conform to the standards outlined in sections, 1.9 Enterprise Addressing Scheme, and 2.3.1, Server Names. System Administrators may refer to the Guide to System Administration for specific instructions on how to install and configure the Windows operating systems.

#### 2.2.2.1 Drive Mapping Conventions and Organization

Mapping of workstation drive pointers to SAN or server disk volumes or folders is accomplished through a Windows Active Directory Login Script or the Microsoft equivalent. The following drive letters are reserved for Windows Active Directory installations:

Pointer	Volume or Folder
M:	Reserved
P:	Public Applications

Q:	Installation and Upgrade Utilities
S:	Departmental shared directories and files
T:	Reserved
U:	Users Private Home Directory

- Public (Shared) application software installed on a file and print server cluster must reside on a separate volume named "APPS".  
Example:  
P:\APP  
S
- Each software application installed on the file and print server, or server cluster, must have its own sub-folder.  
Examples: P:\APPS\EXCEL  
P:\APPS\WORD
- Shared Data stored on a file and print server cluster, shall reside in a volume named Data, and shall be mapped to the "S:" drive pointer.  
Example <Cluster\_name>:\DATA\<Department\_NAME>\SHARE on a server cluster
- Each Department's SHARE folder will contain at least three sub-folders titled Org, Everyone and Projects.
- Under the Projects folder will be two additional folders, one called "Active" and one called "Completed". Active projects reside in the "Active" folder.
- When staff identifies a project as being completed, the project folder will be moved to the "Completed" folder and all rights, except for "Browse" will be removed from the folder. This will ensure that the final project documents remain unchanged, while still allowing authorized staff to review the old documents and use them as templates for new documents if desired. The "Completed" folder will be set to archive its data.
- Under the "ORG" folder will be subfolders with names corresponding to the various divisions within the department. By default, only staff within a division will have access to a division's folder. These folders are intended to hold data for a specific division that would not normally be shared departmentally. Staff from other divisions would not have access to these folders unless the division manager of the owning division gives their approval. Having folders setup by divisions will simplify the process of identifying who is responsible for the contents of a folder.
- The "S" and "U" drives should only be used to store business related files.
- The Systems Administrator, at the direction of the Chief Technology Officer, may from time to time remove any data deemed to be non-business related.
- A folder called "Everyone" will be created in the Share folder. All staff in the department will have full access to this folder to store and retrieve files that are not related to a project or a division's day-to-day operations.
- Additional shared folders, with access restricted to only specific users, if required, will be created in the Share folder. Access will be restricted through the use of Inherited Rights Filters and access will be granted through the use of groups. These groups will be named using the same name as the folder name.
- In general, rights to any folder will be granted through the use of a group having the same name as the folder. The group would have trustee rights to the folder, and users would be added to or removed from the group as needed. All rights would be granted or revoked through the use of form PA-3624A. Designated staffs in each department are required to approve these requests.

- A user “U” drive will be assigned to each standard Windows Active Directory account for use by each individual user to store business related data on the network. Access to the “U” drive is restricted to the account owner only. Users receive all rights to this folder”. Users cannot share data on their “U” drive. Files should be shared only by using the Share, (“S”) drive.
- Access to a user’s home directory, by anyone other than the owning user is prohibited and will be removed after notifying the end-user.
- Installation files used in the installation of desktop software must reside in a sub-folder under the “APPS” volume

Example P:\APPS\Pstf

### 2.2.2.2 Connecting LAN Devices to the Enterprise Network

The Technology Department (TD) is responsible for connecting all LAN devices to the Enterprise Network (PAWANET) provided they meet the Port Authority’s standards. The following system components must meet the standards in order to connect department devices:

#### Type of Device or Software

- Primary Network Operating System (NOS)
- Application Server Operating System
- Network Interface Card (NIC)

## 2.2.3 Server Network Resources Security

### 2.2.3.1 Server Physical Security

All servers and communication equipment must be located in locked rooms or secured with a cable and lock with the keyboard secured to prevent tampering and unauthorized usage.

### 2.2.3.2 Server Logical Security

To safeguard the Port Authority’s Information Technology (IT) systems and data, TD has implemented a number of processes and procedures, including the requirement that all users accessing the Port Authority’s networks authenticate to the Microsoft (MS) Windows Active Directory (Active Directory). The Active Directory Service is a database containing descriptions of all network devices including servers, workstations and user accounts.

In plain English, this means that by executing a login when you first power on your PC you are telling the network who you are. This is accomplished by providing your Windows Username and password. Just as you are issued an ID card for access to certain facilities, buildings or rooms you need to visit to perform your job, your Windows authentication grants you access to network resources, such as shared data volumes, software applications and network printers you use in performing your assigned tasks.

TD, or its contracted vendor, is responsible for providing all enterprise servers with the following protection of their logical resources:

- Guard against unauthorized access.
- Perform daily incremental backups of servers and authorized workstations and full backups weekly.
- Store all monthly backups off site at a secure location and secure daily and weekly backups on-site in a locked area.
- Test recovery procedures annually.
- Use system and application passwords that conform to the Technology Services Department standards.
- Configurations must conform to security parameters identified by NetVision and Quest

- Intrust Suite software.
- Control all remote access using the Port Authority's Remote Access System.
- Maintain current patch levels and critical security updates.

## 2.2.4 Network Access and User Account Security

### 2.2.4.1 Account Creation

User accounts are created and managed in MS Windows Active Directory Services for the Windows network resources. Documentation for the creation of user accounts and authority for access is maintained by the Customer Service Desk Manager.

### 2.2.4.2 Time Restrictions

Due to the fact that The Port Authority serves its clients 24 hours a day, we do not have Login Time Restrictions on our File & Print servers. All staff may access their account 24 X 7.

### 2.2.4.3 Concurrent Logins

Login sessions will be limited to one connection per user. User accounts should not have the ability to login to multiple workstations after establishing one active connection to the network.

### 2.2.4.4 Intruder Detection

These system-monitoring features must be active:

- Restrict the count of incorrect login attempts to three before the account is locked out.
- The time for which unsuccessful login attempts are retained to determine a possible intruder attack should be a minimum of 30 minutes before the counter is reset to zero.
- The time for which a user account remains disabled before the account can be used again should be a minimum of 30 minutes.

### 2.2.4.5 Passwords

All user accounts must have passwords conforming to the following standards:

- Minimum length is six (6) characters.
- The password should not be easily guessed. It should not be related to one's job and should not be a word in the dictionary or a proper name.
- Should be set to expire at least every 90 days and 30 days for accounts with system or application administrator access
- Grace Logins should be activated and limited to three
- Users should be notified several days in advance of password expiration.
- Users should be forced to change their password on initial login and once it expires.
- Unique passwords should be required when changed. Users should be prevented from reusing a previous password for a minimum of one-year.
- Users should not be permitted to change their passwords more than once a day.
- Passwords should be encrypted in storage.
- Passwords must be entered in a non-display field with a re-enter verify function for new passwords.
- Passwords must not be available on hard copy.
- Passwords used in system startup files and login scripts must be encrypted.
- If an application uses a default password, change it on installation.
- Do not use cyclical passwords, such as the word, February, during the month of February.
- Do not reveal your password to anyone except authorized persons.
- Use both upper and lower case characters and special characters where possible.
- Change password if it has been disclosed or compromised.
- Protect by using a screen saver password with a recommended 15-minute time- out

- period.
- Passwords should not be the same as the user ID

Passwords are considered confidential data. They protect the Port Authority's network resources and grant system privileges and access. Disclosure may result in unauthorized access to data, system files and transactions. Passwords are also your signature and identify you as the individual who is responsible for the system activity.

#### 2.2.4.6 Modems and Switches

Staff is prohibited from connecting dial-up modems and switches including wireless switches (e.g. Linksys wireless switches) to workstations that are simultaneously connected to PAWANET or another internal communication network unless approved by the Technology Department (TD).

Where modems have been approved, users must not leave modems and/or switches connected to personal computers in auto answer mode, such that they are able to receive in-coming dial-up calls.

#### 2.2.5 Remote Access System

The use of local modems to establish direct dial connections to devices on the Port Authority's network is prohibited. Exceptions to this policy require the approval of the Technology Department's Chief Technology Officer.

The approved mechanism for remote access to the Port Authority network is through the Remote Access System (RAS). The Remote Access System utilizes an Internet-based Virtual Private Network (VPN) tunnel established over the Internet linking remote users to the Port Authority Wide Area Network (PAWANET) (remote client to PA site). It is designed to provide authorized Port Authority users with secure access to corporate applications and to files available on their departmental file servers. This access to applications and resources is delivered through a thin-client environment consisting of a farm of Citrix MetaFrame/Microsoft Terminal Services servers capable of supporting 200 or more simultaneous users each. There is no provided access to the user's office PC desktop. Port Authority offices without direct connection to the Port Authority Wide Area Network (PAWANET) can use this system to establish remote access to corporate applications located on PAWANET.

RAS provides multiple security mechanisms to ensure that only authorized users gain access to the Port Authority's computing resources and systems. Through multiple security steps, the user must respond to security challenges. After successful authentication verification, authorized users are provided with access to corporate applications and their departmental network resources through the thin-client environment.

The Port Authority also supports corporate site-to-site VPN connections and utilizes Cisco equipment for these connections.

Remote access is authorized on a case-by-case basis by the Chief Technology Officer.

#### 2.2.6 Hardware Standards

The TD Enterprise Architecture team is responsible for setting the agency hardware standards. As of October 2012, the hardware standards are as follows:

- |                                    |                 |
|------------------------------------|-----------------|
| • Desktop, Laptop, CAD*            | Lenovo          |
| • High End Multimedia Workstation* | Apple           |
| • Mobile Devices                   | BlackBerry      |
| • Printers*                        | Hewlett Packard |
| • Routers and Switches             | Cisco           |

- Servers\* IBM and NEC
- Smart Devices iPhone/iPad
- Storage Area Network (SAN) IBM (Entry Level and Mid-Range)

\* Note: To maintain optimal operating efficiency of the computing environment a standard “refresh” age has been adopted. The agency standard refresh age is greater than 5 years. TD is responsible for the automatic replacement/upgrade of hardware that has exceeded the agency standard age limit.

**2.2.6.1 Standard Servers**

A representative sample of standard servers is as follows:

<b>Server Description</b>	<b>IBM Model</b>
WEB Server, Small applications server	xSeries 3550M4
Medium applications server	xSeries 3650M4
Database Server, Multiple and Large application server	xSeries 3850M4
Virtual Clusters	NEC Express 5800 series or IBM as stated above

Each server shall have at least three (3) network interface ports to support a production, management and backup network, and redundant power supplies.

The Port Authority manages servers models via a lifecycle process with a minimum ‘in service’ life of three (3) years.

**2.3 Network Naming Conventions**

**2.3.1 Server Names**

The Port Authority employs a naming convention for all servers within PAWANET. That convention will be discussed during a solution implementation phase.

**2.4 Directory Services and Structure**

The Port Authority uses Windows Active directory to manage network resources and user access. Port Authority departments are designated as organizational units (OU) and servers are network objects contained within the OU.

All network printers should be created using Printer Properties Pro utility.

Applications are distributed using Microsoft System Center Configuration Manager (SCCM).

Applications are distributed based on the type of workstation and user definitions.

Scheduling of distributions is performed in conjunction with client departments.

**2.5 System Backup and Recovery**

There are two Port Authority approved standard software products, used to perform scheduled server backups:

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- **Upstream Reservoir** is a centralized backup tool used to create data backups for all distributed systems.
- **FDR Upstream** is a Mainframe based tool used to backup all Mainframe data.

Backup data is stored on disk storage for prompt backup and restore. Encrypted tape backup is stored remotely at a secure facility, and is required to assure off-site disaster recovery data storage. All backup media and records must be treated with the same level of security and confidentiality as the original data.

The System Administrator is responsible for verifying that system backups, both local and remote backups, can be used to restore the data. Tests of the ability to successfully restore from both backup systems should be performed annually. It is recommended that:

- Tests of the ability to restore system and application files will be performed on a non-production server.
- When incremental or differential backups are routinely used, the test restore procedure should incorporate both.
- Immediately prior to performing the test restore procedure, do a special full backup on the directories being tested.

#### 2.5.1 Backup Logs

The System Administrator will maintain the following logs for a period of two years:

- Back-up activity
- Rotation of back-ups
- Usage/rotation of back-up media
- Off-site data storage

#### 2.5.2 Backup Scheduling

The System Administrator is responsible for performing back-ups of data, application and system files. This must be as follows:

- Weekly full back up of each server. A full back-up is a back up of all files on the server.
- Daily differential, incremental or full back up of each server or server cluster. The type of back-up performed is dependent on time constraints and the amount of data to be backed up. Incremental back ups are back-ups of all files changed since the last back up. Differential back ups are back-ups of all files changed since the last full back-up.
- A Grandfather, Father, Son (GFS) scheme based on a 33 tape rotation should be used to ensure complete back-up and recovery.

### 2.6 Business Resumption Plan

The vendors, providing IT services to the PA, shall work with the Technology Department (TD) to develop a disaster recovery and contingency plan. The System Administrator will participate in the planning, design, implementation, testing, updating and documentation of the plan. [Appendix 1](#) shows a recommended outline for such a plan. The Business Resumption Plan will be reviewed quarterly and tested at least annually.

### 2.7 Telecommunications Standards for Enterprise Network Resources

To see the standards and guidelines for the following telecommunications components, please see the Appendix.

[Appendix 2](#) - Communication Rooms/Closets Standards

[Appendix 3](#) - Standard Cabling Schemes

- [Appendix 4](#) - Unified Wiring Specifications
- [Appendix 5](#) - Telephone Closet / IDF Termination Blocks
- [Appendix 6](#) - Workstation Jacks
- [Appendix 7](#) - Standard Switches
- [Appendix 8](#) - Workstation and Lateral Cable Identification Management
- [Appendix 9](#) - Fiber Optics Specifications for Network Services - PAWANET

#### 2.7.1 [Closet and Telecommunications Room Access](#)

The following standards must be followed regarding access to closets and communication rooms:

- All telecommunications rooms must be physically secured. Remote locations, which are not secured, by a guard or within line of sight of personnel, must be secured by a card access system and/or video cameras.
- The Network Connections (NC) group is responsible for installing routers, switches (along with Cisco Staff when applied) and station drops. They also patch connections and troubleshoot LAN cabling.
- System Administrators requiring routine maintenance of data communications equipment should call the Customer Support Desk when new devices or reconfigurations are required.

#### 2.7.2 [Telecommunications Installation Contractor's Responsibilities](#)

1. Adherence to all of the above specifications
2. Assurance of labor harmony by providing installation technicians whom currently maintains appropriate union membership
3. The contractor must supply all cable, blocks, brackets, connectors, jacks, housings, face plates, special tools, etc., as necessary to perform an installation which is satisfactory to the Port Authority.
4. The contractor must label every workstation (jack faceplate) and the corresponding cross connect point (punch down block or patch panel) in accordance with the cable identification management plan, as previously described.
5. Install all Category 5e cabling in the proper manner, with the appropriate number of twists, to maintain Category 5e integrity and capabilities, as outlined in the TIA/EIA 568-B.2 standard.
6. The contractor must ensure that cable connections are in accordance with

standard telecommunications practices and that all cabling maintains normal connectivity and continuity.

7. All materials must be agreed upon by PA Network Services prior to the start of installation.
8. All computer or network communication rooms and closets are to be isolated, locked, and secured. No other equipment, storage area, or smoking area are to be located in this room. This room must provide appropriate cooling and ventilation. Access to this room will be reserved to TD staff and an agreed upon Facility Manager or designee of the site where the PAWANET equipment is located. This procedure is to ensure the security and the integrity of the Port Authority's computer network and its users.

### 2.7.3 Electrical Requirements

The following power and receptacles should be installed to support different equipment requirements such as:

- Standard 110/120 volt power receptacles
- Standard and/or NEMA 5L630P 220/240 volt 30 amp power receptacles
- Dedicated circuit breaker per AC feed, with alternate power source.
- Server rack electrical requirements are specified in the appropriate design document.

Currently, services obtained through the PA's contract are required to have the APC (American Power Conversion) UPS included in the delivered service.

### 2.7.4 Telephone Company Interface

The following items are needed for the telephone company interface, if needed for a specific vendor solution:

- a) Install a dedicated wallboard for Telco demarcs (if none available for implementation)
- b) Standard Telco demarcs:
  - P66 Block
  - Network Termination Unit (Rj48 interface) Smartjacks
  - Network Termination Unit (DB15-pin female interface)
  - Network Termination Unit (V.35/V.36 female interface)
  - Digital Signal X-connect (DSX)
  - Basic T1 CSU/DSU
  - Basic DS3 handoff coax/HSSI unit
  - High-speed dialup modems for network trouble-shooting when needed

## 2.8 Documentation

It is the responsibility of the System Administrator to update and maintain a library of all documentation designated as standard by the Port Authority. These include archived system files and system backups. Vendors will be provided our "Guide to Systems Administration" during the implementation phase of a project. The "Guide to Systems Administration" covers the provisioning and setup of computing & networking resources to successfully implement a project within the Port Authority.

## 3.0 Virus Scanning & Management

### 3.1 Overview

This section describes the standards and guidelines for the prevention, detection and removal of  
Version 7.5 (**RFP – PLACE TITLE OF RFP HERE**)

computer viruses, (malware). Its purpose is to minimize the risk and negative impact of computer virus infections in the work environment by establishing clearly defined roles, responsibilities and procedures for the effective management of computer viruses.

### 3.2 Standards

Standard virus protection software must be installed on all network servers and personal computers, and updated on a regular basis. The Port Authority currently uses McAfee ePolicy Orchestrator (ePO) v4.5 to monitor, manage and maintain the virus definition (DAT files) of the Agency desktop computing platform. The McAfee ePO Management Agent (v4.6), and VirusScan / AntiSpyware Enterprise (v4.8), are part of the standard desktop core image.

### 3.3 Acquisition and Installation

The Technology Department maintains current versions of standard virus protection software and virus detection files, (DATs), including configuration-specific instructions for downloading and installing the software on network servers and desktops

### 3.4 Virus Detection and Response

The Port Authority's IT support vendor is responsible for responding to all virus outbreaks, as well as eradicating them and, where possible, preventing them.

The speedy reporting of all computer viruses is essential for the protection of the information stored on Port Authority LANs. Much of that information is important to the safety of the public, as well as the day-to-day business of the PA.

If the anti-virus software has detected a virus and cleaned it, no further action is required on the end user's part. If the virus is not cleaned, or the end-user suspects that a virus still exists, the end-user should immediately contact the Customer Support Desk, and they will work to remove the virus.

The Port Authority IT support vendor will respond quickly to all such alerts by doing the following:

#### **Assess the risk**

- Confirm the existence of a virus.
- Take appropriate measures to quarantine the virus so that it does not infect other Port Authority devices.

#### **Notify Appropriate Parties**

- Contact the originating party who introduced the virus to the Port Authority.
- If it is a new virus, contact our antivirus vendor, McAfee, for further assistance.

#### **Remove the virus**

- Work with appropriate parties until the virus is removed.

In addition, the Port Authority's IT support vendor will report on all such outbreaks on a weekly basis. The report must include:

Support Ticket Number

User Name

Virus Name

Information which was lost, (if any)

Time to correct the problem, (lost staff time)

Virus Origin, (if this can be determined; Diskette, CD, Internet)

## 4.0 Electronic Mail

### 4.1 E-Mail Overview

The Port Authority's Electronic Mail System (E-Mail) is designed to facilitate business communication among employees, job shoppers, contractors, consultants, and outside business associates. This E-Mail system is comprised of Microsoft Outlook desktop software accessing e-mail stored on Microsoft Exchange servers. This solution also includes group calendaring and workgroup collaboration.

### 4.2 E-Mail System Architecture

The Port Authority's E-Mail system is hosted by AT&T Corp, who acquired USinternetworking, a managed application service provider; and consists of Microsoft Exchange servers connected to the Port Authority's enterprise network. Authorized Port Authority staff access their corporate e-mail through Microsoft Outlook desktop software on the network. The system has multiple Exchange servers containing mailboxes and Public Folders. Additional servers host Outlook Web Access, BlackBerry services, and perform Internet-based e-mail services including anti-spam and anti-virus e-mail checking.

The hosted Exchange site is on a Windows resource domain with a one-way trust to the Port Authority's corporate user account Windows domain located on the Port Authority network. This Port Authority Windows domain is used for Windows authentication services when the Outlook client is opened. In addition, the Port Authority hosts DNS servers to satisfy requests from the Outlook client as needed.

High-speed, secure, and redundant network connections connect the AT&T's data center and network to the Port Authority network.

### 4.3 E-Mail Environment: Design Considerations and Infrastructure

The E-mail environment is further described below:

- The E-Mail system is comprised of Microsoft Outlook 2007 desktop software accessing e-mail (via MAPI mail protocol) stored on several Microsoft Exchange 2007 servers
- E-mail is protected by TrendMicro's InterScan Messaging Security Suite and ScanMail for Microsoft Exchange virus protection software products on the Exchange servers.
- Incoming Internet-based e-mail is also scanned for Spam and for viruses through McAfee (MX Logic), a web-based service provider.
- The servers are currently configured for the following messaging protocols:
  - o MAPI (Microsoft's Messaging Mail protocol) and SMTP
- IMAP4 and POP3 mail protocols, NNTP news protocol, and LDAP directory protocol are disabled.
- Front-end Exchange servers running TrendMicro's InterScan Messaging Security System (IMSS) are being used to send and receive Internet SMTP mail. No other mail system connectors (such as Lotus Notes) are in place.
- RIM's BlackBerry Enterprise Server software for Exchange provides wireless e-mail and calendar access to BlackBerry wireless handheld device users.
- There are several forms of SMTP addresses used at the Authority. Exchange Active Sync is used to provide email and calendar access to Apple iPads/iPhones and Windows Mobile devices.
- Exceptions are governed by the Authority's directory services

- structure and user account requirements.
- Each individual e-mail message and its file attachments have a combined limit of 10MB.
- Each regular user mailbox has the following size limits:
  - 80 MB - user receives warning notice
  - 90 MB - user is prohibited from sending
  - 100 MB - user is prohibited from sending or receiving
  - Other mailbox sizes exist on an exception basis.
- This E-Mail system also includes group calendaring and workgroup collaboration.
- Public Folders are supported based on departmental and agency-wide requirements and, in general, are used for dynamic items for a form of workgroup collaboration. Static documents like corporate policy statements are placed on the corporate intranet (EmployeeNet) and not on the Public Folders. Documents requiring long-term storage are stored elsewhere such as on Windows file servers.

#### 4.4 Integrating Applications Server with Port Authority Email System

##### 4.4.1 Requesting SMTP Services

The vendor will request SMTP services from and coordinate its work with the Technology Department

Port 25 needs to be available to utilize it for SMTP services.

##### 4.4.2 Email Restrictions

The following restrictions are in place to protect the SMTP system and the “reputation” of Agency mail servers on the Internet:

- Forged email headers are STRONGLY discouraged, but applications for circumvention will be entertained, and valid business justifications must be included. The “From” and “Reply-to” fields should be valid users on the system sending email.
- Settings: The maximum number of recipients per email is currently 90. This includes “To”, “cc”, and “bcc”; maximum size with attachments is 10MB. Emails that do not conform to these restrictions will be rejected by the SMTP servers.
- Mail will be relayed only if your server has an entry in the SMTP access database.

Note: SMTP logs are checked periodically for policy violations. Repeated violations and failure to correct them will result in SMTP services being disabled for the offending system.

## 5.0 Intranet

### 5.1 Intranet Overview

The Port Authority EmployeeNet (eNet) is intended to provide timely information and resources to employees via the web browser on their desktops. eNet is a decentralized collection of web pages, data lookup services and applications that are managed as if they were a centralized enterprise resource. It is accessible to all personal computer workstations on the Port Authority Wide-Area Network (PAWANET). eNet is housed on servers at the Teleport.

Examples of business information hosted on eNet include:

- Departmental Websites
- Directories
- Corporate Announcements
- Reference Materials
- Document Collections
- Library Services
- News Displays
- Enterprise and Departmental Applications

## 5.2 Direction of eNet Development

eNet is intended to provide a convenient, timely and accurate source of information for Port Authority employees as well as providing access to enterprise and departmental applications. The owner of content on eNet is responsible for authorizing its publication, its accuracy and timeliness. Technology Services provides a common infrastructure and technical support for those departments that electronically publish agency information or make available electronic resources. Infrastructure standards and guidelines are recommended to ensure compatibility and facilitate maintenance. Departments requesting specific applications should discuss their requirements with eNet staff to determine a solution that best meets the department's business needs.

## 5.3 eNet Software Infrastructure Standards & Guidelines

Category	Software Name	Minimum Version
Browser:	Microsoft Internet Explorer	7.0
Browser Plug-in	Windows Media Player	10.0
	Adobe Acrobat Reader	9.0
	Macromedia Shockwave Player	9.0
Web Server Software	Sun One Web Server	6.1
	Microsoft IIS	5.0
Media Server Software	Microsoft Media Server	9.0
Application Server Software	Adobe Cold Fusion 9	7.0
Development and Design Tool	Adobe CS5	11.0
Database	Oracle Database	9i
	MS SQL Server	2008
	MS Access	2007
Programming Language/Scripts	ColdFusion MX	7.0
	Java	6.0
	PERL for Windows	5.0
	JavaScript	1.0
Search Engine Software	UltraSeek	5.7
Web Performance Monitoring	WebTrends Marketing Lab 2	2.0
Content Management	Stellent	7.5
	Open Text Website Management	10.1

### 5.3.1 Design Guidelines

We have developed the following guidelines to ensure that all web pages on eNet have a consistent look, feel and navigation scheme, while providing creative flexibility.

#### Departmental Web Site Standards and Guidelines

Prescribed standards are assigned to only the following items:

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Resolution: Pages are designed for optimal viewing at the 1024x768 setting.  
Page Width: Each page has a fixed page width of 960 pixels.  
Page Justification: The entire page is center-justified within the browser window.  
Page Layout: Each web page will follow the same, basic layout:  
A Global Navigation strip;  
A Masthead;  
A Local Navigation strip;  
A Body area (with a 1-column, 2-column or 3-column layout);  
A Footer.

### 5.3.2 Accessibility Guidelines

TD's eBusiness Unit is committed to making all eNet content accessible to persons with disabilities. In order to ensure that all eNet web content is in compliance with accessibility guidelines and applicable legal requirements, contact the Webmaster via email at [webmaster@panynj.gov](mailto:webmaster@panynj.gov), or call 212-435-3294.

## 6.0 Workstation Hardware and Operating System Software

### 6.1 Overview

The Port Authority makes extensive use of computers (workstations) networked into an Enterprise Wide Area Network to accomplish its business objectives. For the purpose of this section, the term computer and/or workstation will be used to reference desktop, laptop and CAD computing devices. In order to ensure compatibility with the agency's enterprise network and to make optimal use of its resources, this section defines the standards governing workstations and their configuration and use.

### 6.2 Workstation Operating System Standard

The Port Authority's standard operating system for workstations is Microsoft's Windows XP Professional. The following are operating systems used within the Agency:

- Microsoft Windows XP SP3
- Microsoft Windows 7
- Apple OS X

### 6.3 Workstation Configuration

#### 6.3.1 Workstation Naming Conventions

All departmental workstations must contain a unique computer name which is the machine's serial number.

Example: Workstation name: 23AAH86

System Administrators are responsible for naming workstations and maintaining an up-to-date inventory of equipment and names used.

### 6.3.2 Automated Software Distribution for Computers

The Port Authority currently uses Microsoft System Center Configuration Manager (SCCM) 2012 to, at a minimum, do the following:

- Install new, or upgrade existing, software on Agency desktop, laptop, and CAD computers
- Create packages to automate system tasks (e.g. data migrations of desktop computers, eDiscovery requests, etc.).
- Bare Metal Provisioning of Servers.

### 6.3.3 Remote Workstation Management

The Port Authority also distributes software applications and upgrades via Novell's ZENworks. Each workstation should have Novell's Workstation Management module installed as part of the NetWare workstation client. This will enable remote distribution and updates of software, hardware inventory and workstation troubleshooting.

### 6.3.4 Drive Mappings

Computer drive mappings are automatically accomplished using a Microsoft login script. The script is executed upon successful login to the Agency's Microsoft domain.

### 6.3.5 Standard Workstation Hardware Configurations

There are standard configurations established for workstations and laptops. The standards specify the product approved for the following devices: processor, memory, storage, CD/DVD-ROM/multimedia and monitor. The following is current workstation standard:

**Lenovo ThinkStation D30 4223-CC9** - Custom PA configuration based on Lenovo Model 4223-69U; (1) Intel Xeon E5-2650 2.0Ghz 8core – (2) x 8GB RAM - (2) 500GB SATA HDD - NVIDIA Quadro 4000 2GB - Windows 7 Professional x64.

**Lenovo ThinkPad T430 2347-EZ4** - Custom PA configuration based on Lenovo Model 2347-G6U; i5-3320M, (2) x 4GB RAM, 14.0" High Definition+ Wide Screen Display, 720p Camera, 500GB 7200rpm Hard Drive, Backlit Keyboard-None, Intel 6205 PCIe mini card, PCIe WWAN upg, Finger Print Reader, Blue Tooth, Battery Cells 9, Intel vPro, Windows 7 Professional x64.

**Lenovo ThinkCentre M92p 3212-C14** - Tower - Custom PA configuration based on Lenovo Model 3212-C7U; 4x5 i5-3550, (2) x 4GB RAM 1600MHz, 250GB 7200 rpm hard drive, Bay DVD±RW, Media Reader-None, High Definition 2500 Graphics Card, Display Port Dongle-None, Chassis Intrusion Switch-None, Energy Star 5.2, Intel vPro, Global Program-None, Windows 7 Professional x64.

**NEC AccuSync AS191WM-BK** Flat Panel display- TFT-19 " widescreen1440 x 900 /250 cd/m2 1000:1 5ms 56 - 75 Hz Analog RGB 0.7 Vp-p/75 Ohms DVI-D and VGA 15-pin D-Sub

**NEC MultiSync EA243WM-BK** - LED monitor - 24" - 1920 x 1200 - TN - 250 cd/m2 - 1000:1 - 25000:1 (dynamic) - 5 ms - HDMI, DVI-D, VGA, DisplayPort - speakers - black

### 6.3.6 Standard Workstation Software

The following software is the standard Port Authority software for departmental workstations. New computer installations should conform to the existing standard.

### 6.3.6.1 Standard Workstation Software

The following list is a compilation of the core software components found on the computer Arc Build (commonly referred to as an image).

- Windows XP, Professional Edition
- Lumension Patchlink
- System Center Configuration Manager - SCCM
- McAfee Antivirus
- Internet Explorer
- Microsoft Office Professional

Because technology is rapidly changing, TD should be consulted to obtain the most recent versions of standard software.

### 6.3.7 Enterprise Software

The following is a list of standard enterprise application software used in the Agency. The applications supported by third party service providers are: PeopleSoft, SAP and Livelink Content Management.

### 6.3.8 Other Business Applications

Other Enterprise applications are deployed on occasion to user workstations. This includes systems like the Business Expenses system, (BEAM) and BudgetPro. System Administrators are responsible for deploying the workstation clients and network server software according to standards and guidelines provided by the Technology Department.

Current list of Enterprise applications, is shown below –

AutoCAD	Oracle
BudgetPRO	PeopleSoft
Cognos Client Software	Primavera
Livelink	SAP
Microsoft Server	Schedulesoft
MS SQL	TRIM

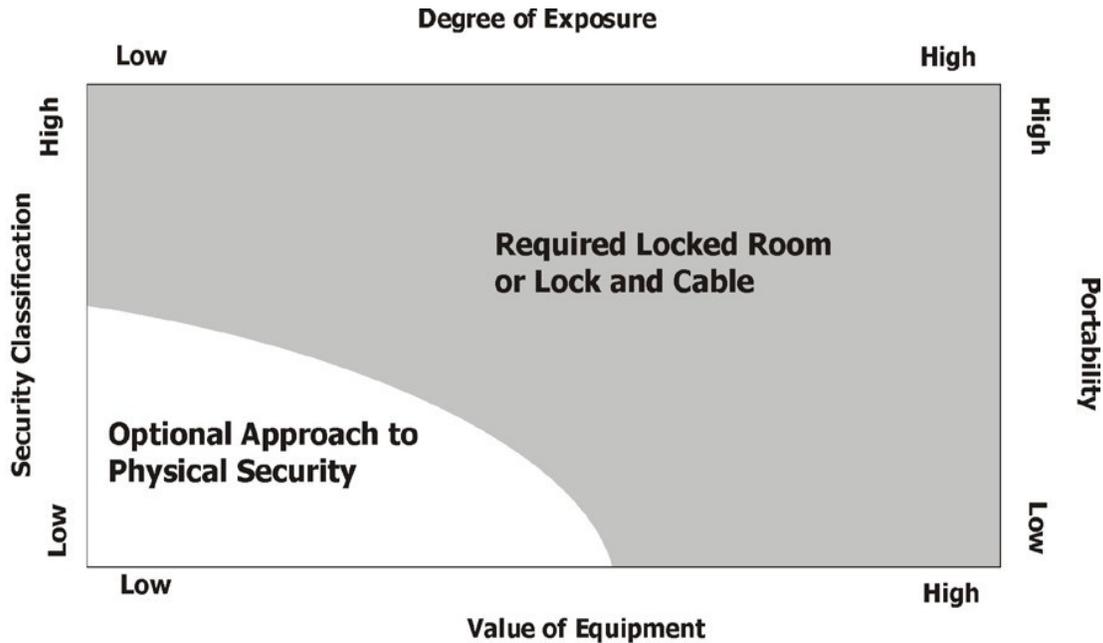
## 6.4 Workstation Security

Workstation users and their managers are responsible for the security of computer equipment and safeguarding critical corporate data and access to Port Authority network resources. This includes both the physical securing of equipment as well as logical safeguarding equipment and data.

### 6.4.1 Physical Security

The method of control should be based on the value of the equipment, the sensitivity of the data, its portability and the degree of exposure to theft. The department's Business Manager should make the appropriate determination of physical security required based on their best business judgment.

The graph below provides general guidance to Business Managers in determining the level of physical security required.



In all cases, laptops must be secured with a Lock/Cable product (e.g., Kensington).

#### 6.4.2 Logical Security

The Technology Department (TD) is responsible for providing for the security of computer resources and devices:

- Workstations are protected with Novell and Microsoft directory security mechanisms.
- Screen saver passwords are implemented with a maximum of a fifteen (15) minute time-out.
- All critical data are backed up nightly onto either external media or a network drive.

### 7.0 Distributed Systems Environment

#### 7.1 Overview

A number of enterprise servers provide critical application and system services. Different operating systems and configurations may be required for specific applications. This section provides information on the standards and guidelines for supported systems within the Port Authority.

#### 7.2 Microsoft Windows Servers

The standard for general-purpose application servers and File and Print Computing is IBM servers. Microsoft Windows 2003 & 2008 Server (Enterprise) are supported Operating Systems for application servers.

##### 7.2.1 Virtual Environment

The standard for Virtualization Computing is both IBM and NEC FT host servers. The Port Authority will provide a VMware ESX-based Guest Virtual Machine (VM) to operate all

Contractor- provided applications software on one of the above host computing platforms depending on the critical nature of the application.

All applications software shall be capable of operating in a virtual environment under VMware ESX server and shall operate in a VMware ESX-based Guest Virtual Machine (VM) on a 'shared' host- computing platform for Contractor application, unless performance or other requirements mandate a dedicated system.

#### 7.2.2 Windows Data Encryption

For those applications that require additional data security measures, TD offers additional tools that provide encryption services to protect the data stored in the application's database, even from authorized individuals that have physical access to the applications and database servers but not the decryption key.

### 7.3 Unix

Sun/Oracle Solaris is the currently supported UNIX operating system for infrastructure (e.g., SMTP services) and corporate servers. RedHat Enterprise Linux Server is the supported operating system for infrastructure and corporate servers (e.g., SAP, Peoplesoft).

#### 7.3.1 Unix Security

Unix and Linux servers must be physically and logically secured from unauthorized access. Operating system logical security is defined by the Technology Department (TD).

#### 7.3.2 Backup

Critical system backup must be performed regularly (daily and/or weekly) utilizing our centralized backup strategy and associated tools. Extra copy of backup is kept offsite for disaster recovery purposes if required.

#### 7.3.3 Download Scripts in the Unix/Linux Environment

- The script must be written in a generally supported language: Perl, Korn shell and Powershell. Powershell should be consistent with Microsoft standards and best practices.
- The script must be limited in access, as well as the script's owner's user account. The owner of the script should be able to read, edit, and execute the script, but no one else (with the exception of the root or administrator accounts).
- If the content being downloaded is public information or widely available on the Internet, File Transfer Protocol (FTP) may be used.
- For all other content, Secure FTP must be used, and a key exchange made with the entity who is providing the content. A username and password must be used when retrieving the content.
- If the entity cannot accommodate the use of SFTP, ftp may be used as long as the content is encrypted with a secure, widely used utility like PGP.
- Information and guidance on securing passwords should follow Recommendations of the National Institute of Standards and Technology.

### 7.4 z/OS

z/OS (currently release 1.5) is the IBM-supplied operating system on the IBM 2096-R07. This hardware/software supports multiple users and multiple applications. Provided on this platform for transaction-processing applications are TSO/E, ISPF, and CICS. The database is DB2, although other file structures are also supported.

#### 7.4.1 Databases

Oracle 10.2.0.5 or higher and MS/SQL 2005 Server or higher are the supported database platforms for Port Authority systems. Auditing trail enabled for all database accounts with administrator privileges.

#### 7.4.2 Geospatial Databases

This GIS environment is built on an ESRI platform using ArcSDE for the spatial database. ArcGIS Server 10 and ArcSDE Version 10 are the supported platforms for the current GIS environment.

### 7.5 Application Security

TD recognizes the critical importance of application security and maintains a Best Practices document containing rules and recommendations for purchased applications, and those developed in-house.

### 7.6 Server Physical Security

All servers and communication equipment must be located in locked rooms or secured with a cable and lock with the keyboard secured to prevent tampering and unauthorized usage. The Business System Manager is responsible for determining the appropriate access control method (receptionist, metal key lock, magnetic card door locks, etc.) This person must also maintain a list of persons authorized to enter secured areas. Technology Department staff is available to provide technical assistance in making this determination.

### 7.7 Load Balancing – Failover Architecture

Depending on the requirements of the application, load balancing and failover architectures are supported.

## 8.0 Vendor Provided Dedicated Systems

### 8.1 Overview

Vendor Provided Dedicated Systems refers to the application software and possibly the computer hardware that may be furnished and/or installed by an outside contractor. These systems are usually procured through either a Request for Proposal (RFP), or a “Low Bid” contract and are

specifically engineered to support a dedicated application.

These systems generally support Capital Projects, which are usually large scale, multi-year engagements, requiring specialized technical and management staff, as well as, Systems Integration support. These projects normally have significant construction components and require the coordination, design and support from many diverse Engineering and Technology disciplines.

On all technology related projects a representative from the Technology Department (TD) provides a single point of contact for technology oversight, accountability, adhering to standards and systems integration, which is required under the Roles and Responsibilities of the Director and is expected by our client departments.

To ensure a successful project implementation and honoring our responsibility to the Agency and

our customers, one of the steps undertaken by TD is to provide guidance and focus attention on, adherence to and compliance with the Port Authority Technology Standards and Guidelines.

By following the Standards and Guidelines, it enables the Port Authority to

- Leverage large discounts negotiated in the various requirements contracts.
- Ensure that the seamless integration of equipment with other existing systems.
- Ensure that long-term maintenance and systems administration contracts are focused on the same product lines.
- Ensure that the relevant sections of the Standards and Guidelines are included in either, the basic design of a low bid contract or as requirements in an RFP. Responses to RFP's shall be reviewed for their compliance with the Standards and Guidelines.
- Deployment, integration and testing shall be monitored by TD to ensure that equipment or infrastructure is not duplicated, that the integration and migration plan will not adversely affect existing systems, and to integrate new systems under existing maintenance contracts where applicable.

In cases where a specific vendor or system is so specialized that it normally does not adhere to the hardware, software, infrastructure and operations guidelines of the Standards and Guidelines, the vendor shall be directed to work with TD in exploring all options. If an exception is required, the vendor should work with TD to prepare the necessary business case scenarios to receive written concurrence from the Chief Technology Officer for this deviation from the Port Authority Technology Standards and Guidelines.

## 8.2 Physical Security Technology Standards

### 8.2.1 Agency Standard for Digital Video Recording, Access Control and Alarm Monitoring

Based upon the Agency's investment and positive experience with Lenel's Systems OnGuard access control and alarm monitoring application offering as well as Verint Nextiva, CCTV and Digital Video recording technologies, these product sets are the Agency's standard. Below is a description of when these standards apply.

The Port Authority has long recognized the need for a corporate architecture for its security systems that would allow us to integrate digital video and access control recording compatible technologies agency-wide. Using these standards will improve the Agency's security posture and will permit us

to leverage additional operations and business benefits while keeping our operations resources, maintenance and support costs at a minimum.

The standard will also improve:

- Access to and the sharing of information from a centralized location
- Centralized monitoring of all facilities from an Emergency Operations Center
- The operational and cost-effectiveness of adding a variety of modular features to the core systems, such as paging, e-mail, fire systems, facility management, etc.
- Alarm notification, response, and acknowledgement
- Operational flexibility for facility and Public Safety staff
- Single learning curve
- Reduce the cost for maintenance and system administration

#### **Guidelines for using the Verint Nextiva standard include:**

1. If the CCTV system needs to be recorded
2. When an existing system is in place, at a PA facility or at a tenant facility that is monitored/reviewed by PA personnel, and needs to be upgraded or expanded to accommodate a particular project.
3. When rule based intelligence is to be added like motion detection and other related algorithm processes, all efforts should be made to ensure compatibility, functionality, maintainability (version upgrade resiliency) with the existing Verint

system.

4. If WEB based video needs to be made available
  5. When monitoring at remote locations is needed to view on site operations and archived events via the corporate WAN
  6. When live video monitoring is required
  7. When distributed recording is required i.e. at multiple locations, concurrently
  8. When network transport (communication) medium has limited bandwidth and the video needs to be sent to designated workstations on the network. All network transport tasks and bandwidth planning is required to be discussed with Technology Department before proposing any solutions
  9. On all new projects where Verint Nextive is the current site base system
  10. When the Office of Emergency Management (OEM) department needs override capabilities in the event of an emergency
  11. If third party technology (non-Verint supplied) is required to be integrated with the current Verint system at a facility, that technology must be compatible with the existing Verint system at the particular facility. Any third party integrations need to be reviewed and approved by the Technology Department and be approved for use by the manufacturer (Verint) for the software version in production at the facility. When a (Verint) software upgrade is required in order to deploy a third party interface, that upgrade will have to be coordinated through TD, the facility, and the appropriate contractors(s).
  12. Any server or workstation supplied in conjunction with a particular system must comply with the hardware and software requirements of both the Port Authority and the manufacturer of the video management software.
- For more information regarding CCTV standards, reference the CCTV Standards and Guidelines documentation.

**Guidelines for using the Lenel OnGuard standard include:**

1. All new or upgrade projects that require electronic card access and / or alarm monitoring
2. All projects that will have security that needs to be monitored by PA personnel or contractors (airports are monitored by contractors)
3. All new projects where Lenel OnGuard is the site base system currently
4. Where access is required to work with ID cards that exist and are compatible with the agency standard
5. When the OEM department needs override capabilities in the event of an emergency
6. If third party technology (non-Lenel supplied) is required to be integrated with the current Verint system at a facility, that technology must be compatible with the existing Verint system. Any third party integrations need to be reviewed and approved by the Technology Department and be approved for use by the manufacturer (Lenel) for the software version in production at the facility. When Lenel software upgrade is required in order to deploy a third party interface, that upgrade shall have to be coordinated through TD, the facility and the appropriate contractor(s).
7. Any expansion of card access systems (added card readers, sensors, etc.) need to be reviewed and approved by the Technology Department to ensure that the new devices meet the agency standards for card access(including but not limited to: card formats, badge layouts, encryption algorithms, etc.)
8. Any server or workstation hardware required in conjunction with a specific system must be provided by the Technology Department.

Currently the Access Control Task Force is working on the Access Control Standards for the Agency. The work is tentatively scheduled to complete by year-end 2013. The Access Control Standards documentation will be available upon completion.

### 8.2.2 Situational Awareness Platform Software

The Situational Awareness Platform Software (SAPS), is a software application that allows multiple, independently manufactured and installed security, life safety, and building systems to all interoperate under a single, common operating picture, giving a user access to information

spreading across multiple systems as if they were all one single system. This “common view” is made even more valuable by the incorporation of powerful, rules-based tools within the SAPS system, which allows intelligent linking of seemingly unrelated events into “Situations” that represent patterns of activity that pose a threat to security or site-wide operations.

The SAPS objective is to monitor the identity and event data from the various systems, identify incidents and anomalies, and detect trends that could be a threat to our facilities. SAPS turns data into actionable intelligence when an incident is detected. SAPS have the capability to automatically alert the security operations staff and push the information to security control centers and first responders.

- Provide a software platform to enable integrating the various electronic systems across all agency sites
- Provide a single software perform solution for situational awareness.
- Provide a single system database for reports
- The SAPS will provide transparent notification of security related events for all agency security systems.

### 8.3 Communications Infrastructure Standards

The Port Authority Standard for Communications Infrastructure is Cisco. This applies to all future systems, as well as, upgrades to existing systems. This standard ensures the interoperability of all deployed systems and permits the full integration of systems into PAWANET. In addition, all Cisco equipment either designed in a low bid contract or specified in an RFP must be purchased through the Cisco Requirements contract, which is administered by TD and permits the Agency to purchase equipment, maintenance and support services under the high discounts negotiated in the Requirements Contract.

This standard applies but is not limited to; Layer 2 and 3 Ethernet switches, Routers, Wireless Access Points (WAP), Mobile Access Routers (MAR), GIG E (Gigabit Ethernet) switching and networking and SONET (Synchronous Optical NETWORK) equipment. Deviation from this standard requires the written consent of the Chief Technology Officer.

### 8.4 Server Infrastructure Standard

The Port Authority’s standard platform for File & Print and Application servers is IBM.

Technology Services has contracted discounted pricing with our service provider for its servers and hardware support. In order for the agency to take full advantage of these savings, any new Application servers or File & Print servers must be built using IBM hardware purchased by TD. This includes turnkey and distributed systems where File & Print or Application servers are specified in the design. Any replacement File & Print or Application servers must be IBM servers. Deviation from this policy will not be allowed without prior approval of the Chief Technology Officer or his designee.

## 9.0 Wireless Technologies

### 9.1 Wireless Guidelines

#### 9.1.1 Purpose and Scope

This section references the standard policies and procedures for all wireless devices and technologies including voice and data capabilities that store, process, transmit or access data. This includes but is not limited to commercial and unlicensed wireless networks and laptops, cellular devices, scanning devices, messaging devices (email devices) and PDAs.

#### 9.1.2 General Policy

Employees will only use PA owned wireless devices to store, process, transmit or access PA data.

The following must be considered:

- Wireless Technologies Vulnerabilities Protection
- Minimum Requirements
- Identification and authentication at both the device and network level.
- Confidentiality encryption of data transmitted is required.
- Data end-to-end over an assured channel (a communication link with security protocol such as Secured Sockets Layer).
- At the device level, implement file system encryption where applicable.
- Devices should not be connected to PA systems for data synchronization, data transfer, or any other purpose without virus protection, mobile code restrictions (executable information delivered to information system and directly executed on any architecture that has appropriate host execution environment) and other preventative measures.

### 9.1.3 Personal Area Networks - PAN

PAN technologies should not be used for transmitting information without encryption.

Bluetooth security alone is unacceptable because it is not encrypted and does not use Federal Information Processing Standardization (FIPS) 140-1/2.

Wireless devices should be procured without Bluetooth embedded transmitters, when not possible transmitter should be disabled.

### 9.1.4 Wireless Local Area Networks – WLANs

#### 9.1.4.1 Overview

Business requirements have arisen throughout various Port Authority locations for the improved use of Wireless LAN technology to facilitate local user mobility. Research performed on the different technologies support the use of Cisco as opposed to various wireless vendors in an attempt to produce a standard that will provide the agency with a secure, robust and scalable solution as WLAN's continue to grow within the agency.

In summary, the current Port Authority Wireless LAN standards are based upon IEEE 802.11n draft 2.0 technologies. (802.11n is backwards-compatible with existing 802.11a/b/g network adapters.)

The physical infrastructure is now based upon a centralized WLAN architecture that relies upon Cisco wireless bridges, access points, mesh routers and newly implemented controllers. WLAN's should be standardizing on the 4404 and 4402 controllers at this time as described further in this document.

Wireless LAN technology is continually developing with rapidly evolving industry standards, government regulations, and vendor products. As a result, the WLAN Standard presented in this document will likely be superseded in the future as the technology and products change.

## 9.2 Scope

The scope of this document shall present some standards for the Agency Wireless LAN and the specification of all devices and configurations.

## 9.3 Principles

At the highest level, the principles for the Wireless Standard are based upon the following attributes:

- Security - use of strong encryption (e.g. WPA-TKIP / WPA2- AES) for use as authentication of all traffic on a port-to-port basis, with the use of credentials stored on a back-end RADIUS server utilizing key distribution.
- Scalability - with LWAPP access points & use of LWAPP tunnels

- Reliability - via authentication of users to the networking enterprise mode.
- Manageability - via secured ports and VPN / FW access.

## 9.4 Compliance Requirements

All specifications defined in this document may be effective upon approval of and complete concurrence with TD's Chief Technology Officer, to update wireless standards and policies as per IEEE and Wi-Fi Alliance Standards

## 9.5 Device Specifications

The following sections will provide the various hardware components, and related firmware versions, that are specified for use in the Port Authority's WLAN solution.

### 9.5.1 Access Point (AP) Standard

Standards Details:

- 3600 AP's are the agency standard for WLAN deployment. These AP's have 802.11n 2.0 radios. Backward compatible to 802.11 a/b/g.
- 1310 AP/ Bridge is certified for use in unique situations where both internal and external antennae are supported. The major distinction is that of a more rugged chassis designed for higher-stress outdoor-type conditions. 3250 mobile routers for mesh deployments.
- AP Deployments will be Lightweight Access Point (LWAP)
- AP Standard Summary:
  - a) Two cables per pull during wiring for wired to wireless.
  - b) AP's & controller placements via RF propagation results.
  - c) PA supported standard AP's need to be verified with TD
  - d) If wireless is primary connection-'load-balance' AP' cabling connection to two different network switches
- WLAN Controller Standard  
This standard is in the process of being upgraded to Network Control System (NCS) & Identity Services Engine (ISE) Appliance to accommodate more advanced wireless deployments.

- **Best Practice**

The following information is industry best practices for wireless hardware implementation agency- wide deployments, not for wireless device configuration practices.

WLAN Best Practices Add-ons:

1. Ensure that the PA maintains an up-to-date wireless hardware inventory.
2. Identify rogue wireless devices via wireless intrusion prevention systems ( IPS )
3. Enable automatic alerts on the wireless IPS
4. Perform stateful inspection of connections.
5. Augment the firewall with a wireless IPS
6. Mount AP in location that do not permit easy physical access
7. Secure handheld devices with strong passwords
8. Enable WPA and WPA2 under ENTERPRISE mode
9. Synchronize the AP's clocks to match networking equipment.
10. Manage remote physical locations of all access points which support an isolated network that needs access to PAWANET for server farms and internet access.
11. Maintain cryptographic strength range from 128-bits to 256-bits with matching symmetric algorithms AES-128 to AES-256

Wireless Control System (WCS):

1. Single license

2. Secure "WIRELESS LOCATION APPLIANCE" with real-time client tracking & RF fingerprinting
3. Secure Windows-Based deployment as minimum, for example, windows server 2003; intel dual-core; 3.2 GHz; 4-GB RAM; 80-GB hard drive; IPS devices; IOS firewall routing; HTTP port 80; HTTPS port 443.
4. Multi-homed server (i.e., two NIC cards)
5. Secure WCS and IIS (i.e ,internet information service), installation sequence
6. Create configuration group ( configurate multiple controllers)
7. Secure auto provisioning with filtering
8. Secure WCS with RF modeling for heat map planning
9. Secure 15 second alarm summary refresh

#### 9.1.5 Portable Electronic Devices (PEDs) – Cell Phones, PDAs, messaging devices, laptops and tablets

If a device receives information via a wireless technology, and that device allows that information to be placed directly into the corporate network at the workstation level, then all perimeters and host-based security devices have been bypassed. Therefore, the following procedures apply:

- PEDs connected directly to a PA wired network via a hot sync connection to a workstation shall not be permitted to operate wirelessly at the same time. Wireless solutions could create backgrounds into corporate networks.
- IR, Bluetooth and 802.11 peer to peer should be set to "off" as the default setting. Mobile code should be downloaded only from trusted sources over assured channels.
- Anti-virus software should be on devices and workstations that are used to synchronize/transmit data, if available. Where not available on a device, you need to disable the synchronization capability or provide server or workstation based handheld anti-virus protection.
- PEDs are easily lost or stolen therefore approved file system/data store encryption software should be installed.
- PEDs need to be capable of being erased or overwritten to protect data. If the device is no longer needed and cannot be erased or overwritten, it must be physically destroyed.

#### 9.1.6 Cellular and Wireless Email

Cellular and wireless email devices are subject to several vulnerabilities (e.g. interception, scanning, remote command to transmit mode, etc). Therefore, the following procedures apply:

- These devices are not to be allowed into an area where classified information is being discussed unless it is rendered completely inoperable.
  - Must have end-to-end encryption.
- PC based redirectors are not allowed as it requires the PC to be active at all times only server based redirectors should be used.
- Electromagnetic sensing shall be periodically performed to detect unauthorized LANs, Bluetooth transmitters etc.

#### 9.1.7 Synchronization

Some synchronism systems will operate even if the workstation is locked and the wireless or handheld device is not registered with the sync application on the workstation. As long as the workstation is on, the user is logged on, the data application client (e.g. MS Outlook) is active, and the "hot sync" cable is attached to the workstation; any person can place a compatible wireless or handheld device in the "hot sync" cradle and download data. Therefore, the following procedures apply:

- "Hot sync" cable or cradle has significant security risks, therefore perform "hot sync", and then remove immediately once "hot sync" operation is complete.
- Secure "hot sync" cables and cradles.
- Use only PA approved third party sync access control software installed on all workstations.
- PA owned devices may only be synchronized with PA owned computer systems

### 9.1.8 Responsibilities of Technology Department

- Monitor and provide oversight of all PA wireless activities, insure interoperability of wireless capabilities across the agency.
- Develop appropriate technical standards and guidelines for secure wireless and handheld solutions.
- Establish a formal coordination process to ensure protection of PA information with PA information systems employing wireless technologies.
- Review and evaluate wireless technologies, products, solutions that meet PA requirements.
- Identify approved monitoring mechanisms for wireless devices to ensure compliance with policy.
- Periodically review approved wireless technology standards and procedures to ensure products and solutions remain compliant.
- Support risk management activities associated with evaluating wireless services
- Act as central coordination point and final approval authority for any exceptions to this policy.
- Define or approve acceptable wireless devices, products, services and usage.
- Provide immediate consultation to PA units.

### 9.1.9 Responsibilities of Technology Services Voice Networks Group

- Adhere to wireless procedures and standards, establish procedure for reviewing and approving requests for using wireless devices to store, process, or transmit information.
- Establish procedures for periodically reviewing approved wireless devices and services to ensure that the business requirement for device/service/system is still valid and meet current PA guidance.
- Establish procedures for inventory and control of wireless devices and equipment.
- Establish procedures and implementation plans for auditing wireless connections to the network.
- Provide user training.

### 9.1.10 Responsibilities of Wireless and Handheld Device Users

- Coordinate all requests through Technology Department...
- Read and follow standards and guidelines.
- Access information systems using only approved wireless hardware, software, solutions and connections.
- Take appropriate measures to protect information, network access, passwords and equipment.
- Use approved password policy and bypass automatic password saving features.
- Use extreme caution when accessing PA information in open areas where non-authorized persons may see PA info (airport lounge, hotel lobby).
- Protect PA equipment and information from loss or theft at all times, especially when traveling.
- Keep current anti-virus software on devices.
- Use appropriate Internet behavior (e.g. approved downloads).
- Exercise good judgments in efficient cooperative uses of these resources and comply with current and future standards of acceptable use and conduct at all times.
- Report any misuse of wireless devices, services or systems to management.

## 9.2 Paging Device Policy

### 9.2.1 Policy

The Port Authority obtains its paging services under governmental contracts. All orders for paging

service or equipment must be placed under these contracts. If the contract service provider cannot meet the paging requirements, a memorandum requesting approval to obtain paging service outside of the contract's must be sent to the Chief Technology Officer.

### 9.3 Cellular Phone & Wireless Modem Policy and Procedures

#### 9.3.1 Policy

The Port Authority obtains cellular service under governmental contracts. All orders for cellular service or equipment must be placed under these contracts. If the contract service provider cannot meet the requirements, a memorandum requesting approval to obtain cellular service outside of the contracts must be sent to the Chief Technology Officer.

### 9.4 Technology Services Mobile Device (Windows Mobile and Apple) Policy

#### 9.4.1 Introduction

Mobile devices are a class of handheld computers that currently offer limited functionality with compact size and portability. Mobile devices are designed to replace the paper organizer; functionality typically includes maintaining a date book, address list, to-do lists, email, etc. Additional functionality such as Word and Excel are already included in many Mobile devices, with further enhancements predicted.

In order to better serve the PA, and to limit the expense of supporting a wide variety of Mobile device hardware and software, Technology Services will support the use of the Windows and Apple IOS based devices.

With a Mobile device, a user can maintain their calendar, address book, to-do list, and e-mail on a platform that is very portable and easy to use. Integration with Outlook makes it possible for users to keep identical, synchronized copies of data on both the desktop application and the Mobile devices.

#### 9.4.2 Hardware – Hyper Link

Manufacturers using the current Windows Mobile or Apple IOS software are supported.

#### 9.4.3 Software

The current version of Windows Mobile or Apple IOS software are supported. Microsoft ActiveSync is used for connecting to the corporate E-Mail system.

Any software found to interfere with normal operation must be uninstalled in order to receive support from Technology Services.

#### 9.4.4 Support

Support for Mobile devices hardware and software is provided by Technology Services through the Customer Support Desk. TD will support the physical hardware connection (PDA cradle to PC) and software to support this connection. No software can be added to company owned mobile devices without TD's assistance and Chief Technology Officer approval.

#### 9.4.5 Training

Training will be available covering basic mobile devices use and integration with Outlook at the time of installation of the equipment. Training classes for the mobile devices may be provided in the future depending on user demands.

#### 9.4.6 Acquisition

The PA will purchase Mobile devices for employees with a business need for the mobile device. Employees are responsible for obtaining management approval. TD also recommends that a protective case (preferably a zippered case) be purchased to reduce damage to the

units.

Since the PA owns the device, if an employee leaves the PA, the device is returned to the director's office of their department.

#### 9.4.7 Personal Acquisition

Employees, who purchase their own mobile devices, will not be allowed to connect to the PA corporate network or equipment, unless approved by Technology Services.

Customer Support Desk personnel will support all PA owned and authorized mobile devices.

#### 9.4.8 Data Security Considerations

Since in most cases the data residing on a mobile device is not encrypted or password-protected, data can be easily browsed by anyone having possession of the device. Users should carefully consider what type of information they store on their mobile. Extreme caution should be taken when using company confidential data on the mobile units.

All mobile devices accessing corporate resources should be password protected.

At the present time, Technology Services is researching options for encrypting mobile data using a third-party application. Until a solution is found, great care should be taken to ensure that important or confidential information does not end up in the wrong hands.

#### 9.4.9 Data Backup

Though it does not happen often, it is possible to lose, damage or duplicate the data that resides in the mobile devices and PC applications. Technology Services will provide assistance in attempting to recover files or data from data corruption.

### 9.5 BlackBerry Device Policy & Procedure

The Port Authority provides corporate wireless e-mail services using the BlackBerry device from RIM.

The BlackBerry is a palm-sized device designed to synchronize with Outlook and other e-mail systems. With a BlackBerry device, one can read, compose and respond to e-mail messages and meeting requests, which are transmitted through the Port Authority's E-Mail System. The BlackBerry contains the user's synchronized Outlook "Contacts" address book, Outlook Calendar, memo pad and task list as well as a calculator and an Internet browser.

## 9.6 BlackBerry Guidelines

### 9.6.1 Introduction

BlackBerry devices (data only or combined data (e-mail) & voice) are available from most wireless carriers in the Port District. Combined BlackBerry devices are designed to replace stand-alone cellular telephones and stand-alone BlackBerry data devices and they operate on the same wireless network as a stand-alone cellular telephone from the same carrier.

### 9.6.2 Support

Support for BlackBerry devices is provided by Technology Services through the Customer Support Desk. The Customer Services/PMO Group provides additional support as needed.

### 9.6.3 Breakage and Loss

Be aware that the screen used on a BlackBerry device is very fragile. Dropping a device from the height of a desktop can result in breakage. It is also sensitive to water damage. Once this happens, the device is likely to be unusable. Broken, lost or stolen devices should be reported to the Customer Support Desk at 212-435-7469, who will notify the appropriate staff for further action. As with all PA equipment, BlackBerry devices should be used for business purposes only.

#### 9.6.4 Data Security Considerations

Data residing on a BlackBerry device can be easily browsed by anyone having possession of the device. Agency policy automatically activates the password security available on the device. Users should not disable this security feature. Users should carefully consider what type of information they store on their devices. Extreme caution should be taken when using company confidential data on the devices.

#### 9.6.5 Data Backup

Though it does not happen often, it is possible to lose, damage or corrupt the data that resides on the BlackBerry device. There are data backup features on the PC utilizing the BlackBerry Desktop Manager software. We recommend setting the advanced automatic backup to 7 days with the backup of all device application data. In the event of a lost or broken device, this backup may be used to recover lost data.

# Appendices

## Appendix 1 -- Business Resumption Plan Document Format

### I. PURPOSE

- Goals and objectives of plan
- Benefits obtained if plan properly implemented

### II. SCOPE OF PLAN

- Planning assumptions
- Facilities and resources included in plan

### III. NOMENCLATURE

- Recovery terms
- Definitions and acronyms

### IV. DISASTER SEVERITY DEFINITION

Define level of potential disaster based on impact to critical functions. Explain what degree of operational disruption would constitute each level of disaster:

- catastrophic
- serious
- major
- limited

### V. OPERATIONS RECOVERY PROCEDURES (Procedures for recovering services)

1. Indicate time frames in which essential operational/business functions must be resumed.
2. Specify sequence of operations recovery events and individuals responsible for activity. Note any specific activities required for particular levels of disaster severity. For example:
  - Notifications
  - Preliminary evaluation
  - Activate operations recovery personnel
  - Coordinate with emergency personnel
  - Evaluate recovery options and issue directive which details:
    - Assigned tasks
    - Project schedule/time frame
    - Coordination required
    - Identify relocation activities, if required
    - External/internal status updates
3. Identify items required for backup of critical functions. For example:
  - Alternate work site
  - Hardware/software
  - Personal computers

- Necessary software packages
- Documentation
- Peripherals (printers, modems, etc.)
- Databases
- Emergency equipment
- Communications
- Transportation
- Supplies
- Security
- Operations and procedures manuals

**VI. OFFICE/FACILITY BUSINESS SITE RESTORATION PROCEDURES**  
(Procedures for restoring physical facilities)

- Identify restoration responsibilities
- Assess damage
- Develop restoration plan/time frames

**VII. BRP UPDATE PROCEDURES**

- Specify responsibility for updating and communicating BRP changes
- Indicate frequency of review/update

## Appendix 2 -- Communication Rooms/Closets Standards

### SPACE

All data communication rooms must be designed with required and estimated space to meet immediate requirements, as well as, future growth.

### ENVIRONMENTAL

The following conditions must be met:

- a) Doorways/Entrances must be designed to support at least the minimum space requirements of 90"Hx72" Wx60" D.
- b) The room's cooling capabilities must be sufficient to support the heat dissipation requirements for the equipment. This requirement will be measured in minimum and maximum BTUs powered by AC-powered systems. Equipment specs will be supplied by TD upon request.
- c) Backup UPS systems are necessary to avoid equipment damage in case of site power failure.
- d) Telco demarcs must be located in a central location with sufficient space to house Telco termination equipment.
- e) The room should be designed with the appropriate fire safety regulations such as a sprinklers, pre-action of FM 2000 systems.
- f) Cables trays must also be installed in the communications room ceiling where appropriate, to support the routing of data communications and Telco cables.
- g) Basic 24"W/30"D/84"H cabinets with 19" racks must be installed to house communications equipment such as: routers, switches, hubs, DSUs/CSUs and monitors.
- h) To create more wall space the use of wall mount racks can be installed. Appropriate sized plywood must be installed prior to mounting racks.
- i) Category 5e/6 cable must be terminated in wall/rack mounted patch panel.
- j) Fiber patch panel must be installed in fiber IDF panel with SC female interface.
- k) The fiber must be neatly tie wrapped and enclosed in flexible inner-duct.
- l) Telephone access must be installed in the appropriate location to provide for basic troubleshooting and vendor support.
- m) All communications equipment and cabinets must have ample room for easy access and proper ventilation.

## Appendix 3 – Standard Cabling Schemes

- a) Teflon-coated cables will be installed per fire code regulations.
- b) Overhead cable trays and drop post must be installed for cable routing.
- c) Cabling scheme must be used to label and identify all cables. All cables must be neatly tie-wrapped.

## Appendix 4 -- Unified Wiring Plan

To satisfy existing and future voice and data communications requirements, while minimizing the need for wiring changes and additions, the Port Authority has adopted the following lateral wiring specifications for all workstations being constructed. This plan is applicable to all PA locations, except when specifically noted.

### LATERAL CABLE:

Voice and data telecommunications requirements for each workstation will be provided by a combination of three individual cables, installed between the workstation and the serving telephone closet / intermediate distribution frame (IDF), in a "home run" configuration. All cabling installed will be of plenum type, fire retardant (FEP) rated.

Cable specifications:

(3) Cables capable of supporting Category 5e capabilities as outlined in the TIA/EIA-568-B.2 standard. Specifically:

Gauge: 24 AWG Pair

Size: 4

Insulation: Plenum, fire code rating (FEP)

Cable allocations will be as following:

Cable #1: Voice\*\* Cable

#2: Data

Cable #3: Data

- \*100.0MHz is the speed the PA wants to deliver to the desktop.
- \*\*Cable #1 is to be split in the workstation to support 2 telephones.

Technical specs for the Cat 5e cable is as follows

### TECHNICAL DATA - ELECTRICAL

Frequency MHz	Horizontal		Patch	
	Attenuation dB/100 m max.	Next dB min.	Attenuation dB/100 m max.	Next dB min.
1	2	62.3	2.4	62.3
4	4.1	53.2	4.9	53.2
10	6.5	47.3	7.8	47.3
16	8.2	44.2	9.8	44.2
20	9.3	42.7	11.1	42.7
31.25	11.7	39.8	14.1	39.8
62.5	17	34.3	20.4	34.3
100	22	32.3	26.4	32.3

**TECHNICAL DATA--PHYSICAL**

	CMR	CMP	CM (Patch)*
	0.02	20	24
Conductor diameter-in. (mm)	-0.52	-0.52	-0.61
Cable diameter-in. (mm)	0.195 -5	165 -4.2	215 -5.5
Nominal cable weight-lb./kft. (kg/km)	21 (31)	21 (31)	23 (34.2)
Max. installation tension-lb. (N)	25 -110	25 -110	25 -110
Min. bend radius-in. (mm)	1 -25.4	1 -25.4	1 -25.4

\* Patch cables utilize stranded tinned copper conductors

<b>PARAMETRIC MEASUREMENTS</b>		
	Horizontal	Patch
Mutual Capacitance	4.6 nF/100 m nom.	5.6 nF/100 m nom.
DC resistance	9.38 Ohms/100 m max.	9.09 Ohms/100 m max.
Skew	45 ns/100 m max.	45 ns/100 m max.
Velocity of Propagation	72% nom. Non Plenum	72% nom.
Input Impedance	100 + 15% 0.7772-100 MHz	100 + 15% 0.772-100MHz
	ISO/IEC 11801	

<b>COLOR CODE</b>		<b>TEMPERATURE RATING</b>	
Pair 1	White/Blue      Blue	Installation	0 degrees C to +50
Pair 2	White/Orange      Orange	Operation	-10 degrees C to +60
Pair 3	White/Green      Green		
Pair 4	White/Brown      Brown		

## Appendix 5 -- Telephone Closet / IDF Termination Blocks

Lateral Data cabling serving each workstation will be terminated on a CAT5e/6 patch panel (RJ45 face, 110 punch rear) in the telephone closet. For analog phone service, termination is to be on 110 blocks in telephone closet, allowing access to the telephone riser. For data, a patch cord is installed between patch panel and IT device. The patch panel can be mounted on the wall with a wall mount kit or in a rack if one is needed and should be appropriately numbered with the workstation number. The patch panel must be capable of supporting Category 5e/6 the TIA/EIA-568-B.2 standard. The patch panel shall have a swing away faceplate or rack mountable.

NOTE: The Category 5e/6 patch panel should be equivalent to the AMP SL series 110Connect Category 5e/6 patch panel or approved Category 6 patch panel. The number of ports may vary.

Each workstation shall be assigned a unique station identification number.

## Appendix 6 -- Workstation Jacks

Workstations will be equipped with various components of the AMP Communications Outlet system (AMP equivalent can be used with TD approval). Each workstation will be installed with (1) double-gang jack housing box and matching face plate, capable of securely mounting three Category 5e cables or Category 6 and four modular data connectors, maintaining the integrity of category 5e/ Category 6 capabilities as outlined in the TIA/EIA-568-B.2 standard. All workstation jacks will be wired in accordance with the TIA/EIA-568-B.2 standard. All modular jacks are to be labeled in accordance with TD number schema.

## Appendix 7 -- Standard Switches Inside the Department

Any switches in the following Cisco series are acceptable (Vendors will consult with the Technology Department (TD) to determine the appropriate switch configuration at the time of proposal submission):

- Cisco 3000 series – low capacity
- Cisco 4000 series – medium capacity
- Cisco 6000 series – high capacity
- Cisco Nexus 7000 series – high capacity

## Appendix 8 -- Workstation and Lateral Cable Identification Management

### WORKSTATION AND LATERAL CABLE IDENTIFICATION/MANAGEMENT (Facility)

All lateral cabling installed to workstations at the Port Authority Facilities must be designated in accordance with the Port Authority's workstation and lateral cable identification code: This code consists of two elements, as follows:

- 1 - Room number or department name (acronyms are acceptable).
- 2 - Workstations (3 numeric digits)

The cable identification code for Workstation 10 in room 3801 at LGA CTB is 3801-010. The cable identification code for Workstation 15 in PA Automotive shop is Auto-015

## Appendix 9 – Fiber Optic Specification for Network Services - PAWANET

### General Scope of Work

1. Conduct a walk thru based on the specific Scope of Work for the job in question.
2. Note that all diagrams and or sketches that may be provided are approximates and not to scale.
3. All fiber optic cable is to be installed in rigid conduit or, where applicable, in plenum rated flexible inner duct.
4. Contractor shall furnish and install fiber optic cable as designated in the specific Scope of Work.
5. Fiber optic cable type for interoffice use shall be loose tube, with aramid yarn water block:
  - Singlemode Fiber – 8.3/125/250 micron diameter (core/cladding/coating) manufactured by General Cable or approved equal.
6. Fiber optic cable attenuation from the factory, before installation, shall not exceed:
  - Singlemode – 4db per km @ 1310nm/.3 db per km @ 1550nm
7. All fiber optic cable is to be labeled on each end and at any junction or patch panel with, 28 gauge, 2” wide embossed with ¼” high letters. The labels are to be fastened to the fiber optic cable using sealed wrap around labels or pliable Velcro ties.
8. Fiber optic cable shall be installed in accordance with the manufacturer’s specifications. Any portion of the cable damaged during installation will be repaired or replace by the contractor without any additional cost to the Port Authority of New York New Jersey.

### Fiber Optic Terminations

1. Fiber optic terminations will use **SC** connectors unless otherwise specified in the Scope of Work.
2. Fiber optic terminations shall not yield more than 1db per mated (at the bulkhead) connector.

### Fiber Optic Testing

1. Fiber optic testing shall be performed by the contractor and certified fiber optic technicians.

Fiber optic technicians will be prepared to complete test procedures with the following equipment:

- Source and power meter testing to provide optical loss measurements.
  - Reference test cables and mating adapters that match the cables to be tested.
  - Cleaning materials – lint free cleaning wipes and pure alcohol.
  - OTDR test set with the proper launch cables and adapter types.
  - Power loss testing from both ends.
2. Fiber optic technicians will perform OTDR test on all terminated fibers unless otherwise noted in the Scope of Work.
  3. Fiber optic test results shall be recorded, and reports provided to the PA in hardcopy and via a readable txt file (PDF or RTF is acceptable).

## Appendix 10 -- Public Telephone Ordering Guidelines

Technology Services (TD) staff is responsible for the management of the permit for public telephone service are available to answer any questions and provide direction for any matter relating to public telephones.

### **General Guidelines**

All public telephone requests – that is both coin and non coin in any Port Authority space or any area of the tenant space – both “public” and “club” locations will be coordinated by the Port Authority to cover both New York and New Jersey.

### **Process**

When the Facility, Property Manager, tenant or their representative (e.g. designer, architect, general contractor) has a public telephone requirement, they will contact the Technology Department (TD) whom will review the request and provide coordination with the appropriate service provider.

**The Port Authority of New York & New Jersey Information Security Handbook**

**(October 15, 2008, corrected as of November 14, 2013)**

**may be downloaded at:**

**<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>**

**THE PORT AUTHORITY** OF NY & NJ

*World Trade Center Site*  
**RULES and REGULATIONS**

*Effective June, 2012*

## FOREWORD

The World Trade Center (WTC) Site Rules and Regulations as set forth herein have been adopted in the interest of the safe, efficient, and environmentally sensitive operation of the WTC Site while it is under redevelopment.

The Manager of the WTC Site is authorized to act for the undersigned in connection with all Port Authority Rules and Regulations.

Steven Plate  
Deputy Chief of Capital Planning/  
Director, WTC Construction  
The Port Authority of New York and New Jersey

## IMPORTANT TELEPHONE NUMBERS

Port Authority Police  
(212) 608-5111 or 5115

WTC Site Manager  
(212) 435-5501

WTC Site Security  
(212) 732-8415

WTC Site Safety Manager  
(212) 435-5524

Copies of this booklet may be obtained  
at the following location:

WTC Site Manager  
World Trade Center Construction  
The Port Authority of New York and New Jersey  
115 Broadway, 10th Floor  
New York, NY 10006

WTC Site Manager bulletins may be issued by the Site Manager  
as necessary to implement these Rules and Regulations.

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## **PART A. GENERAL CONDITIONS.**

### **1. Use of Premises May be Denied or Withdrawn.**

The WTC Site Manager or the persons designated to act in his or her stead, may deny permission to enter or remain on the WTC Site to persons who violate Port Authority rules or regulations, WTC Site policies or procedures, applicable laws, ordinances or regulations of other government bodies, or for such other reason as may be permitted by law.

### **2. Closed and Restricted Areas.**

- a. No person shall enter or remain in any area posted as a closed area, or otherwise identified as closed, without permission of the WTC Site Manager, or the persons designated to act in his or her stead.
- b. No person shall enter or remain in any area posted as a restricted area, or otherwise identified as a restricted area, unless such person complies with any applicable restriction, or is given permission to enter or remain by the WTC Site Manager, or the persons designated to act in his or her stead.

### **3. Fences.**

- a. The climbing of any fence, the marking or painting of any fence, the affixing of any sign or object to any fence, or the removal of any fence is prohibited.
- b. The foregoing does not apply to the Port Authority, or any person authorized to act on behalf of the Port Authority, or any person engaged in construction or maintenance activity at the World Trade Center Site pursuant to an agreement with the Port Authority or pursuant to an agreement with a lessee of the Port Authority.

#### **4. Compliance with Orders.**

No person shall refuse to follow the lawful order of any Port Authority employee including a Port Authority police officer.

#### **5. Endangering Persons or Property.**

No person shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property.

#### **6. Interference with Traffic or Activities.**

No person shall unreasonably interfere with:

- a. Pedestrian or vehicular traffic.
- b. Use of any doorway, entrance, or exit; stairway or landing, entrance or exit thereof; elevator, entrance or exit thereof; escalator or landing thereof; bus passenger waiting, loading or unloading area; taxicab passenger waiting, loading or unloading area; sidewalk cut or sidewalk adjacent to a crosswalk.
- c. Entry to or exit from any vehicle.
- d. The formation of any line of persons waiting to enter or use any thing, place or service described in b. or c.
- e. Any reclamation, construction or maintenance activity.
- f. The duties of a flag person.
- g. Instructions or information found on or within a sign, pavement marking, or traffic signal.
- h. The storage of materials, equipment, supplies, vehicles, debris, waste, garbage, or refuse.

## **7. Duty of Individuals Involved in Accidents**

- a. Any individual involved in an accident at the WTC Site which results in death, personal injury or property damage shall provide his or her name and address, and if a motor vehicle is involved, display the relevant operator's license, vehicle registration and proof of insurance document, upon demand at the scene of the accident, to any injured person, any owner of damaged property, and, to any police officer, or employee of The Port Authority of New York and New Jersey, at, or who arrives at, the scene of the accident.
- b. The operator of a motor vehicle involved in an accident shall make a report of such accident in conformance with the law of the State of New York.

## **8. Animals.**

- a. No animal shall be brought onto or remain on the WTC Site unless it is continuously restrained by a leash or harness or by a fully closed cage or carrier.
- b. Any person who has custody of an animal shall not permit the animal to urinate or defecate in any place other than in a roadway, and shall not permit the animal to do so if such action will interfere with traffic or pose a danger to the animal or any person or property.
- c. Any person who has custody of an animal that has defecated at the WTC Site shall collect the feces in suitable wrapping material for disposal as refuse.
- d. This section is not applicable to any disabled person to the extent such person is unable to comply therewith with respect to such person's service animal.

- e. This section is not applicable to law enforcement or search canines.

## **9. Defacing or Damaging of Property.**

No person shall deface, mark, damage, or affix any thing or object to, any wall, post, surface, walkway, street fixture or any other property at the WTC Site.

## **10. Abandonment of Property.**

No person shall intentionally abandon any property at the WTC Site.

## **11. Garbage Disposal.**

### **a. Public Areas.**

No person shall dispose of garbage, debris, or any refuse except by depositing such material in waste containers as shall be placed at the WTC Site for such purpose. If no waste containers are available, all garbage, debris, or refuse shall be carried from the WTC Site.

### **b. Closed and Restricted Areas.**

- i. Each person is responsible for the garbage he/she generates and any other garbage within his/her area of control.
- ii. Each entity is responsible for the garbage generated within its area of control.
- iii. All garbage, debris, or refuse generated by persons individually or on behalf of others, including one or more entities, shall be disposed of by the person(s) generating such garbage, debris or refuse, or by the

person(s) controlling the area within which the garbage, debris or refuse is located, or by the entity controlling the area.

- iv. Such garbage, debris, or refuse shall be disposed of in containers provided by the entity controlling the area. Such containers shall be emptied regularly to lawful disposal locations outside of the World Trade Center Site, at a frequency that prevents the attraction of rodents and other pests, odors, seepage, and overflow.

## **12. Alcoholic Beverages.**

### **a. Public Areas.**

No person shall drink, or carry an open container of, any alcoholic beverage in a public area

### **b. Closed and Restricted Areas.**

Alcoholic beverages are prohibited within closed and restricted areas. No person shall drink, carry an open container of, or carry a closed container of, any alcoholic beverage in a closed and restricted area.

## **13. Smoking.**

- a. The use of tobacco products including, but not limited to, cigarettes, cigars, pipes, etc. or any item or items involving an open flame or heat source are prohibited in all areas of the WTC Site.
- b. The above includes all areas of the Site including open areas, outdoor areas, enclosed areas, sheds, shanties, trailers, containers, vehicles, etc.

## **14. Personal Hygiene.**

- a. No person shall spit, urinate or defecate except in toilet facilities.
- b. No person other than authorized persons shall bathe, shower, shave, launder, change clothes or remain undressed in any restroom, washroom, wash station, sink, or washing facility.

## **15. Touching.**

The intentional touching of any person without his or her consent is prohibited.

## **16. Sitting, Lying Down, Sleeping.**

### a. Public Areas

- i. Except for a person in a wheelchair, stroller, or other similar apparatus, or a person waiting for emergency medical assistance, no person may sit or lie down.
- ii. No person may sleep at the WTC Site.

### b. Closed and Restricted Areas

No person may sleep at the WTC Site.

## **17. Skateboarding, Roller-Skating, Bicycle Riding.**

- a. Skateboarding, roller-skating, bicycle riding or use of a scooter or other similar motorized or self-propelled apparatus is prohibited.
- b. This section is not applicable to use of a wheelchair or similar apparatus by a disabled person, or to use of a motorized or self-propelled apparatus used in reclamation, construction or maintenance activity

## 18. Noise.

- a. Noise Resulting from Activity other than Reclamation, Construction or Maintenance Activity.
  - i. No person may make or cause to be made any sound in excess of 86 dBA on the A weighted scale measured at 5 feet from the source of the sound.
  - ii. No person shall operate or use any personal radio, television, compact disk, tape recorder or other sound reproduction device in such manner that the sound reproduction device is audible to another person.
- b. Noise Resulting from Reclamation, Construction or Maintenance Activity.
  - i. Tenants, contractors, and subcontractors, or other parties performing reclamation, construction or maintenance activity, shall comply with all applicable federal laws and regulations with respect to noise control and mitigation, and shall act in conformance with all state and local laws and regulations with respect to noise control and mitigation which would be applicable if the WTC Site were owned and operated solely by a private party.
  - ii. Environmental Performance Commitments Pertaining to Noise

Tenants, contractors, and subcontractors, or other parties performing reclamation, construction, or maintenance activity, shall comply with all Environmental Performance Commitments pertaining to noise. A copy of the current

Environmental Performance Commitments (EPCs) is available from the Port Authority Resident Engineer or Port Authority Program Manager responsible for the reclamation, construction, or maintenance activity.

## **19. Structures.**

### **a. Public Areas.**

The erection of any table, chair, mechanical device or other structure is prohibited, except:

- i. pursuant to a written permit issued by, or a written agreement with, the Port Authority, or Port Authority lessee; or
- ii. as provided in the section describing "Continuous Expressive Activity."

### **b. Closed and Restricted Areas.**

Construction and redevelopment activity at the WTC Site shall commence only after receiving Port Authority approval in the form of one of the following:

- i. approved Tenant Construction Application (TCA) or Tenant Alteration Application (TAA),
- ii. fully executed contract with The Port Authority of New York and New Jersey, or
- iii. other fully executed agreement with The Port Authority of New York and New Jersey containing conditions for construction and/or redevelopment activity.

## **20. Distribution or Sales.**

The following is prohibited, whether for free or for payment, unless conducted pursuant to a written permit issued by, or a written agreement with, the Port Authority:

- a. The distribution of any merchandise including, but not limited to, jewelry, foodstuffs, candles, and flowers.
- b. The provision of any service including, but not limited to, shoe shining.

## **21. Gambling and Contests**

The conduct of any actual or purported game of chance or skill is prohibited.

## **22. Continuous Expressive Activity**

- a. For the purpose of these regulations, "continuous expressive activity" refers to the following: Continuous expressive activity directed at passersby, including display of a sign to passersby, continuous distribution of literature to passersby, and continuous speech addressed to passersby.
- b. Continuous expressive activity is permitted within the locations described in the diagram attached to these regulations as Exhibit A, when that location is not being used by persons engaged in activity authorized by a written permit issued by, or a written agreement with, the Port Authority.
- c.
  - i. No more than 12 persons may engage in continuous expressive activity in Location A.
  - ii. No more than 6 persons may engage in continuous expressive activity in Location B.

- d. i. Continuous expressive activity is prohibited in, or within 10 feet of, any of the following: Doorway, entrance or exit; stairway or, entrance or exit landing thereof; sidewalk cut or crosswalk; elevator or entrance or exit thereof; escalator or landing, entrance or exit thereof; bus passenger waiting, loading or unloading area; taxicab passenger waiting, loading or unloading area;
  - ii. Continuous expressive activity is prohibited in, or within 10 feet of, any of the following: reclamation, construction or maintenance equipment or activity; a barrier marking or surrounding an area containing reclamation, construction or maintenance equipment or activity.
  - iii. Interested persons may contact the WTC Site Manager at (212) 435-5501 for identification of the locations described in Sections 21 b which are not available at that time for use for expressive activity pursuant to Section 21 d i or 21 d ii.
- e. No person, while engaged in continuous expressive activity, shall:
- i. Distribute any merchandise including, but not limited to, jewelry, foodstuffs, candles, and flowers.
  - ii. Misrepresent through words, signs, leaflets, attire or otherwise, an affiliation or association with, or support from, any person, organization, group, entity or cause, including any affiliation with or support by The Port Authority of New York and New Jersey or a subsidiary thereof, or an organization or association of employees thereof, or a victim of the events of September 11, 2001, or any organization or association of victims.

- iii. Erect any table, chair, mechanical device or other structure unless:
  - (A) It is used for the actual distribution or display of expressive material such as leaflets.
  - (B) It does not interfere with:
    - (1) Pedestrian or vehicular traffic flow.
    - (2) Use of any doorway, entrance or exit; stair way or, entrance or exit landing thereof; sidewalk cut or crosswalk; elevator or entrance or exit thereof; escalator or landing, entrance or exit thereof; bus passenger waiting, loading or unloading area; taxicab passenger waiting, loading or unloading area; a barrier marking or surrounding an area containing reclamation, construction or maintenance equipment or activity.
    - (3) Entry to or exit from any vehicle.
    - (4) The formation of any line of persons waiting to enter or use any thing, place or service described in (2) or (3).
    - (5) Any reclamation, construction or maintenance activity.
- iv. Sell or offer for sale, or exchange or offer for exchange, any item in return for payment at the WTC Site by soliciting and receiving cash or checks, by engaging in or offering to engage in a credit or debit card transaction, or by any other means.

- v. Engage in any conduct not specifically addressed in this section that is prohibited in other sections.
- f. Permit application procedures and restrictions.
- i. A permit application shall be submitted in writing no later than thirty-six (36) hours preceding the commencement of the activities for which the permit is sought, and no earlier than seven (7) days preceding the commencement of the activities for which the permit is sought.
  - ii. Permit applications shall be submitted in person to the WTC Site Manager, or the designee thereof, during the hours of 10:00 AM to 12:00 Noon and 1:00 PM to 3:00 PM, Monday through Friday, excluding holidays. An application for a permit to engage in activity occurring on a Saturday, Sunday or holiday shall be submitted before 12:00 Noon of the preceding business day.
  - iii. The permit application shall set forth the type, time, location and duration of activities to be conducted in four-hour increments, the name, address and telephone number of the person making the request (in the case of a group, it shall be sufficient to supply the name, address, and telephone number of the person who can be contacted if problems arise concerning the granting of the request). If a person making the application indicates an affiliation with an organization or group, the name, address of a local representative of the organization or group to act as a liaison will be requested; however, refusal to provide such information shall not be grounds for denial of a permit.

- iv. A permit to use a location for any period(s) of the day shall be valid for a number of days as specified by the applicant, not exceeding seven (7) days, pursuant to a single application. An applicant seeking permits with different dates of expiration for a location and/or a period of time each day shall use a different application for each such permit.
- v. A holder of a permit may continue to use the area(s) set forth in a permit, pursuant to these regulations, after expiration of the permit period only if a new permit application is submitted and no other permit has been granted to other applicants for such areas. Renewal applications shall be processed as if they were new applications. All locations will be assigned on a first-come, first-served basis, without regard to renewal status. The use of space previously used pursuant to a permit is not guaranteed by acceptance of a renewal application.
- vi. Permits will be granted on a first-come, first serve basis. An application will be denied only if the area requested is unavailable, the application is incomplete, or the application discloses that the activities to be performed thereunder will violate these rules.
- vii. A permit will be issued, or the application denied, by the WTC Site Manager, or a designee thereof, no later than 5:00 PM of the day following submission of the application, excluding Saturdays, Sundays and holidays. The reason for the denial of an application shall be set forth in writing.

- viii. Upon denial of an application for a permit, or the failure to issue a permit by 5:00 PM of the day following submission of an application, excluding Saturdays, Sundays and holidays, a person may submit a written appeal to the General Manager, WTC Site, or a designee thereof, setting forth the reasons why the application should not have been denied. An appeal shall be submitted in person to the WTC Site Manager, or a designee thereof, during the hours of 9:00 AM to 5:00 PM, Monday through Friday, excluding holidays. An appeal of a denial of an application for permit to engage in activity occurring on a Saturday, Sunday, or holiday shall be submitted before 12:00 Noon of the preceding business day. The WTC Site Manager, or designee thereof, shall cause the appeal to be delivered to the General Manager, WTC Site, or a designee thereof.
- ix. A written decision denying the appeal, or issuing a permit, shall be made no later than 5:00 PM of the day following submission of the appeal, excluding Saturdays, Sundays and holidays. If no decision is issued by 5:00 PM of the day following submission of the appeal, excluding Saturdays, Sundays and holidays, the appeal shall be deemed to be denied on the basis of the original decision denying the application.
- x. Any person whose application for a permit has been denied may seek review of such denial in a proceeding commenced pursuant to Article 78 of the Civil Practice Laws and Rules of the State of New York.

- xi. Upon the issuance of any permit, a badge indicating the area and time period in which the activity will take place will be issued for each area. Such badge must be worn on the upper left breast of the outer most garment and be clearly visible at all times during which the area is used. A person who obtains permission to use an area or areas on behalf of a group may obtain the badges for the members of the group for use by such persons actually engaged in expressive activity; however, the number of badges issued will not exceed the maximum number of persons who may engage in expressive activity at one time in the area or areas.
- xii. Each time a person or group ceases use of a designated area for expressive activity, such action shall be reported to the WTC Site Manager or a designee thereof, and the badge or badges described herein must be returned so the availability of the area for use by another may be recorded.

xiii. For the purposes of this regulation, "holidays" refers to the following:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

If New Year's Day, July 4, Veterans Day or Christmas Day occur on a Saturday, the holiday is observed on the preceding Friday; if any of those holidays occurs on a Sunday, the holiday is observed on the succeeding Monday.

#### xiv. Emergency Conditions.

The WTC Site Manager, or the persons designated to act in his or her stead for general management purposes, may prohibit expressive activity at the WTC Site which would otherwise be permitted, or suspend or cancel a permit to engage in such activity, in the event of, and during the pendency of, an emergency condition, such as a snowstorm, fire, accident, or power failure, of such nature and character that the conduct of permitted activities would cause a danger to persons or property during the pendency of such emergency condition.

### **23. Emergencies.**

In the event of an emergency, telephone contact should be made immediately with the:

Port Authority Police at the WTC Site - (212) 608-5111 or  
(212) 608-5115

### **24. Photography and Sound Recording Activity.**

- a. As used herein, "photography" refers to any method of recording or transmitting images including, but not limited to, filming and videography, and digital image transmission or recording.
- b. Public Areas.

Photography and sound recording activity in public areas is limited to the use of devices carried on or by the person or persons engaged in such activity.

c. Closed and Restricted Areas.

Photography and sound recording activity in closed and restricted areas is limited to activities which have been pre-approved by the Port Authority.

## **25. Lost and Found.**

Personal property found within the WTC Site shall be delivered to the Port Authority Police Command Post at the WTC Site as soon as practical after the property is found.

## **26. Communications Requirements in Closed and Restricted Areas.**

- i. A person who is not able to read and speak English may enter and remain in Closed and Restricted Areas of the WTC Site only if and when accompanied by an interpreter able to fluently read and speak English and the language of the person he or she is accompanying.
- ii. The interpreter must comply with all WTC Site Rules and Regulations.
- iii. Individuals not capable of reading and speaking in English shall be issued a WTC ID endorsed with a requirement that the holder be accompanied by an interpreter.

## **PART B. WTC SITE SECURITY.**

### **1. Adherence to Security Procedures, Rules, and Regulations**

All persons entering the WTC Site shall comply with all applicable security policies, procedures, rules, and regulations, whether contained in these Rules and Regulations or communicated via the WTC Site Manager or his/her designee.

### **2. Manager's Right to Rescind Access to Closed or Restricted Areas of the WTC Site.**

- a. The WTC Site Manager and his or her designee are authorized to suspend or revoke a permission or privilege to enter closed or restricted areas of the WTC Site, or permission to escort other persons into closed or restricted areas of the WTC Site, or permission to bring a vehicle into closed or restricted areas of the WTC Site, for any reason not contrary to law, including but not limited to, violations of WTC Site Rules and Regulations.
- b. Any person possessing a document or key or other item issued as evidence of permission or privilege to enter closed or restricted areas of the WTC Site without an escort, including a WTC ID or Vehicle Pass, or as evidence of permission to escort other persons into closed or restricted areas of the WTC Site, shall return such document to the WTC Site Manager or his or her designee upon expiration or receipt of notice that such permission or privilege has terminated or has been suspended or revoked.

- c. The WTC Site Manager, or his or her designee, may revoke, confiscate, retain, and refuse to return a document or key or other item issued as evidence of permission or privilege to enter closed or restricted areas of the WTC Site, including a WTC ID or WTC Vehicle Pass, or as evidence of permission to escort other persons into restricted or closed areas of the WTC Site upon the expiration, termination, suspension, or revocation of such permission or privilege.

### **3. Valid WTC Site Identification.**

- a. Only persons and vehicles displaying a valid WTC Site ID and valid WTC Vehicle Pass, as applicable, will be allowed entry to closed and restricted areas of the WTC Site.
- b. WTC Site IDs and Vehicle Passes issued by WTC Site Security specifically for access to closed and restricted areas of the WTC Site are the only identification media valid for such access.
- c. All WTC Site IDs and Vehicle Passes are the property of The Port Authority of New York and New Jersey.
- d. All WTC IDs and Vehicle Passes must be validated at the point of entry to the Site each time a person or vehicle enters the WTC Site.
- e. Any person who does not have a WTC Site ID must be escorted into the WTC Site by a person with escort privileges.

### **4. Responsibility to Display WTC Site IDs and Vehicle Passes.**

- a. A WTC ID must be worn on the outside of the outermost garment, between the waist and neck.

- b. A WTC Vehicle Pass must be displayed in the driver's side windshield of a vehicle for which it was issued, in full view.
- c. WTC Site IDs and Vehicle Passes must be presented to WTC Site Security, Port Authority Police, or the WTC Site Manager or his or her designee upon request.

## **5. Responsibility to Update WTC Site IDs and Vehicle Passes.**

- a. If the physical features of an individual change significantly, including but not limited to, a new hairstyle or color, the addition or removal of a beard or mustache, the addition or removal of eyeglasses, the individual must update the relevant information at the WTC Site Security Office.
- b. If an individual's personal information changes, including but not limited to, name or appearance, address, or telephone number, the individual must update the relevant information at the WTC Site Security Office.
- c. If an individual's employment information changes, including but not limited to, employer or company name, trade or union affiliation, company name, address, telephone number, and/or supervisor, the individual must update the relevant information at the WTC Site Security Office.
- d. For vehicle passes only, if vehicle information changes, including but not limited to, name of owner, address, telephone number, company name and/or supervisor name, vehicle, vehicle color, license plate, insurance company or insurance /policy number/expiration date, the owner or lessee of the vehicle must update the relevant information at the WTC Site Security Office.

## **6. Care of WTC IDs and Vehicle Passes.**

- a. Care shall be used to secure and protect a WTC ID or WTC Vehicle Pass at all times, and to maintain a WTC ID or Vehicle Pass in the condition in which it was issued.
- b. A WTC ID or Vehicle Pass shall not be damaged or altered.
- c. A WTC ID or Vehicle Pass shall not be used by any person other than the person to whom it is issued.
- d. Any person who has knowledge that a WTC ID or Vehicle Pass has been lost, damaged or altered, or used by any person other than the person to whom it is issued, shall, without unreasonable delay, report such information to the Port Authority Police and/or WTC Site Security, and, submit the document in question, if in his or her possession, to WTC Site Security.

## **7. Breaches of Security and Other Suspicious Activity.**

- a. Any person who has knowledge of a breach of security shall immediately report such information to the police and/or security.
- b. Any person who has knowledge of suspicious activity, a suspicious item or suspicious object, such as a vehicle, piece of equipment, container, or package, or an item located in a suspicious location shall immediately report such information to the police and/or security.

## 8. Escort Privileges.

- a. An Escort Privilege may be issued to a person (an “Escorter”) permitting the person to escort a person or persons without WTC ID to enter certain closed and restricted areas, as identified by the WTC Site Manager or his or her designee.
- b. No person without a WTC ID may enter any closed or restricted area unless accompanied by an Escorter and:
  - i. such person presents to WTC Site Security for inspection one or more pieces of valid government-issued photo identification as directed by WTC Site Security, and
  - ii. the accompanying Escorter follows the current procedures, as instructed by WTC Site Security, for identifying persons who have been issued Escorter’s privileges.
- c. An Escorter shall at all times accompany and supervise any escorted person in a manner sufficient to insure that the escorted person does not engage in activity other than the activity for which the associated Escort Privilege is granted.
- d. An Escorter shall not allow any escorted person to circumvent or disable a fall protection system or any other safety device or interfere with any safety procedure.
- e. Only one person may escort each group, and only one group may be escorted by each Escorter.

- f. A group of five or more persons shall not be escorted into a closed or restricted area of the World Trade Center Site by any person, including an Escorter, unless the entry by escort of that group into such closed or restricted area of the World Trade Center Site has been approved in advance by the WTC Site Manager.
- g. An Escorter shall instruct any person under escort to wear personal protective equipment required by these Rules and Regulations or by the WTC Site Manager or his or her designee, and shall notify WTC Site Security in the event of refusal to follow such instructions by any person under escort.

## **9. Vehicle Pass Requirements and Procedures.**

- a. No vehicle may enter any closed or restricted area of the WTC Site unless the driver presents a valid vehicle operator's license for the respective class of vehicle, vehicle registration, and proof of insurance document for the vehicle.
- b. No vehicle may enter any closed or restricted area of the WTC Site unless the driver and each occupant displays a valid WTC Site ID Badge.
- c. Drivers must observe all signals, signs, markings, and other traffic devices found within the closed and restricted areas of the WTC Site.
- d. Speed limits within the closed and restricted areas of the WTC Site are established by the WTC Site Manager and communicated by signage and in the Traffic Management Plan.

- e. Parking is prohibited within the closed and restricted areas of the WTC Site in areas designated as no parking areas by signs, pavement marking or striping.
- f. Parking during overnight hours or periods when the operator is not actively engaged in work activities is prohibited.
- g. Obstruction of roadways, vehicles, equipment, walkways, ramps, doors, or gates is prohibited.

## **10. Deliveries**

- a. No delivery may be made to any closed or restricted area of the WTC Site unless such delivery has been arranged in advance and written notice of such deliveries has been given to WTC Site Security by the recipient of such delivery.
- b. No person may make a delivery to any closed or restricted area of the WTC Site unless the delivery satisfies the requirements of Part B, 3, 4, 9, and 10 a.
- c. No person may make a delivery to any closed or restricted area of the WTC Site unless the delivery person or persons, any delivery vehicle and any occupant thereof, is accompanied by the delivery recipient, or a person acting on behalf of the delivery recipient, who possesses a valid WTC ID, and who has been granted Escort Privileges for deliveries. Such Escorter shall accompany the delivery person or persons, any delivery vehicle and any occupant thereof, from the entrance to the respective closed or restricted area of the WTC Site, during delivery, and, upon the completion of the delivery, to the exit from the respective closed or restricted area of the WTC Site.



## **PART C. WTC SITE SAFETY.**

### **1. General.**

- a. Tenants, contractors, subcontractors, and all others performing work at the WTC Site shall prepare and implement the programs, plans, and procedures required by the Port Authority to protect worker health and safety, and shall conform with Federal, state, and local codes, rules, regulations, and ordinances, including those established by The Port Authority of New York and New Jersey with respect to worker and public safety.
- b. Individuals who do not follow the programs, plans, and procedures so set forth in Part C. Section 1.a. shall be subject to immediate removal from the Site and suspension or revocation of privileges to enter closed and restricted areas.

### **2. Personal Protective Equipment.**

- a. Personal protective equipment appropriate to the hazard of the respective worksites shall be worn at all times in closed or restricted areas of the WTC Site, and shall at a minimum include but not be limited to:
  - i. hard hat
  - ii. reflective safety vest
  - iii. work shoe or boot
  - iv. safety glasses or goggles
  - v. hearing protection (when required or directed)
  - vi. respirator (when required or directed)

- b. Additional personal protective equipment, as noted on signage around specific areas, or as required by each employer to conform with Federal, state, and local codes, rules, regulations, and ordinances, and to comply with programs, plans and procedures required by The Port Authority of New York and New Jersey, shall also be worn at all times by individuals in designated areas.

### **3. Traffic Management Plan.**

- a. The WTC Site Manager shall establish a Traffic Management Plan for pedestrian and vehicular movement within closed and restricted areas of the WTC Site.
- b. Each occupant of closed and restricted areas of the WTC Site shall obtain and/or retain a copy of the current Traffic Management Plan provided in the WTC Security Office, and adhere to the current plan.

### **4. Hazardous Material/Chemical Management**

#### **a. Materials Allowed**

The following hazardous materials, as identified in 49 CFR Subchapter C, Part 172, shall be allowed onto the WTC Site if Part B, Section 10 has been met, and the driver presents shipping papers and a delivery receipt indicating the name of the contractor requesting the products, the quantity and type of material being delivered, and all of the information provided herein is verifiable by WTC Site Security upon delivery. In addition, prior to delivery, the contractor's safety manager shall be in possession of the appropriate Material Safety Data Sheet for the materials.

Class 2 – Oxygen, Flammable Gas, Non-Flammable Gas

Class 3 – Flammables, Gasoline, Combustibles, Fuel Oil

Class 9 – Miscellaneous

b. Materials Prohibited

- i. The following hazardous materials, as identified in 49 CFR Subchapter C, Part 172, and vehicles carrying the following hazardous materials, shall not enter the WTC Site without prior approval of the WTC Site Safety Manager and compliance with the procedures set forth herein.

Class 1 – Explosives, Blasting Agents

Class 2 – Inhalation Hazard

Class 4 – Flammable Solids, Spontaneously  
Combustibles, Dangerous When Wet

Class 5 – Oxidizers, Organic Peroxide

Class 6 – Inhalation Hazards, Poisons,  
Harmful/Stow Away from Food Stuffs

Class 7 – Radioactive

Class 8 – Corrosives

Dangerous Cargo

- ii. Vehicles with the placards indicating carriage of materials within the foregoing classes shall be detained at the entrance to the WTC Site until completion of the procedures set forth below.
- iii. The WTC Center Site Safety Manager shall be notified of the arrival of such vehicles.

iv. Upon notice to the WTC Site Safety Manager of the arrival of such material for delivery to such contractor, the contractor's safety manager shall meet with World Trade Center Site Safety Manager to review the procedures to be followed for delivery, the contractor's safety manager shall bring with him the appropriate Material Safety Data Sheet for the materials to the meeting, and the contractor shall follow those procedures to effect delivery as directed by the WTC Site Safety Manager at the meeting.

c. Storage Guidelines

Consistent with the requirements in U.S. OSHA 29 CFR 1910, Subpart Z: Hazard Communication, 29 CFR 1926 Subpart F: Fire Protection and Prevention, Subpart J: Welding and Cutting, and U.S. DOT 49 CFR, Subpart E, Part 172: Labeling, each contractor shall at a minimum comply with the following:

- i. Establish and maintain a secure hazardous chemicals storage location adequately sized, designed, and constructed for the type and quantity of materials to be stored. All chemicals shall be stored in appropriate containers compatible with their hazard class.
- ii. Confine the storage of hazardous chemicals to the area assigned or work location. Hazardous chemicals cannot be stored in common areas, roadways, or established entry/egress routes.
- iii. Each storage location shall be framed, sheathed, and roofed with approved fire-retardant treated lumber; fenced and roofed; caged; or otherwise securely

enclosed. The entrance door shall be constructed in such a manner as to allow for the visual identification of the stored contents. The entrance door shall be lockable and remain locked at all times when not occupied, with keys provided to the WTC Site Manager, WTC Site Safety Manager and, Port Authority Resident Engineer.

- iv. The wall to floor seam of each storage location shall be bermed with an appropriate and compatible absorbent material to capture any liquid in the event of a release.
- v. Warning signs consistent with the labeling requirements of U.S. DOT 49 CFR: Part 172 shall be conspicuously posted at all entrances into the storage location. Smoking shall be prohibited within all chemical storage locations, and shall be signed accordingly.
- vi. The contractor shall maintain on-site an adequate supply of spill response equipment, materials, and personnel protective equipment appropriate and compatible for the type and quantity of the chemical products in storage.
- vii. The contractor shall maintain on-site a material safety data sheet (MSDS) for each chemical product stored. The contractor shall also ensure that workers are trained in the hazards and use of the product.
- viii. The contractor shall select, issue, and train workers in the maintenance, use and storage of the personnel protective equipment required when using the chemical products.

- ix. The contractor shall provide worker training in the proper methods to respond to spills and releases from the storage area.
  - x. Compressed gas cylinders, flammable and combustible liquids, and all chemical products shall be stored and signed/labeled in accordance with their hazard class. The co-mingling of different hazard classes in storage is prohibited.
  - xi. When required, storage areas shall be protected from vehicular impact by the use of "jersey barriers" or a similar impact resistant material.
  - xii. Enclosed storage facilities (i.e. trailers) used for the storage of flammable gases and liquids shall be properly ventilated by either mechanical or natural means based upon the characteristic of the chemical product being stored. If lighting is installed, explosion proof, intrinsically safe wiring is required.
  - xiii. The contractor shall select and provide the appropriate type, size, and number of fire extinguishers suitable for the fire hazards presented by the stored chemicals.
- d. Storage Requirements
- i. If stored in drums, all drums shall be raised off the ground.
  - ii. Flammable and combustible liquids, such as gasoline, kerosene, diesel, and mixed fuels shall be stored in either Type I or II approved metal safety storage cans with flashback protection.

- iii. All fuel containers (drums, gas cans, etc) shall be appropriately color-coded and permanently labeled as "Gasoline", "Kerosene", "Diesel", or "Mixed-Fuel".
  - iv. Flammable and combustible liquid cans shall be stored in approved fire cabinets with a quantity limited to 60-gals of flammable and 120-gals of combustible liquid per cabinet. No more than three storage cabinets shall be stored in one area.
  - v. A properly charged and maintained portable fire extinguisher with a rating of not less than 4-A:60B:C shall be permanently mounted in a conspicuous location readily accessible within 50 feet of the storage location.
  - vi. Compressed gas cylinders (CGC) shall be stored with their valve protection caps secured on the cylinder.
  - vii. CGC shall only be stored vertically with 3-point contact maintained at all times.
  - viii. Flammable gases and oxygen must be stored separately at least 20 feet apart, or together with a 5 foot high, 30 minute fire-rated wall separating them.
- e. Incident Response
- i. Anyone with knowledge that a hazardous material and/or chemical release has occurred shall immediately contact the Port Authority Police at the WTC Command and provide the following information:
    - (A) Incident location.
    - (B) Description of incident.
    - (C) Description of personal injury.
    - (D) Description of fire condition.

- ii. Each contractor shall employ a call-in hazmat contractor and provide to the PA Resident Engineer, WTC Site Manager, and WTC Site Safety Manager, the name and contact information of such call-in hazmat contractor.

## **5. Firearms, Weapons, and Explosives**

No person shall carry, keep, store, handle, use, dispense, or transport, into or through the WTC Site, any firearm, weapon, explosive device or or explosive material which is not a hazardous material as identified under Part C, 4, without the prior approval of the WTC Site Manager and Port Authority Police.

## **PART D. WTC SITE RECLAMATION, CONSTRUCTION, AND MAINTENANCE ACTIVITY.**

### **1. General.**

Reclamation, construction and maintenance activity at the WTC Site shall commence only after receiving Port Authority approval in the form of one of the following:

- a. approved Tenant Construction Application (TCA) or Tenant Alteration Application (TAA),
- b. fully executed contract with The Port Authority of New York and New Jersey, or
- c. other fully executed agreement with The Port Authority of New York and New Jersey containing conditions for construction and/or redevelopment activity.

### **2. Environmental Performance Commitments (EPCs).**

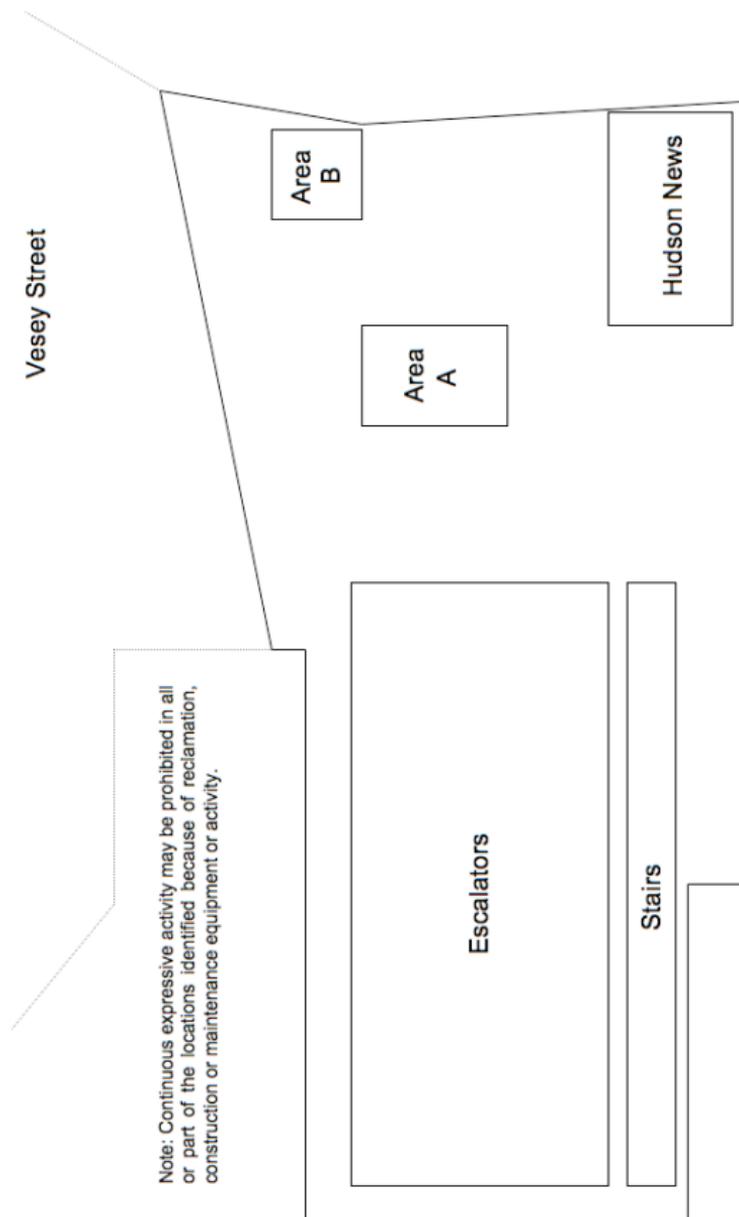
No person shall engage in conduct that violates any applicable EPC. A copy of the current EPCs for a Port Authority project involving reclamation, construction, or maintenance activity, is available from the Port Authority Resident Engineer or Port Authority Program Manager assigned to the project. A copy of the current EPCs for a non-Port Authority project involving reclamation, construction, or maintenance activity, is available from the party responsible for the project. The identity of a party responsible for any project involving reclamation, construction, or maintenance activity, can be sought from the WTC Site Manager.

### **3. Required Permits.**

Each of the following required permits may be obtained through the Port Authority Resident Engineer or Port Authority Program Manager assigned to the activity.

- a. Confined Space
- b. Cutting & Welding
- c. Hot Work

# Exhibit A





**PART 3 Convictions & TSR 1542 Disqualifying Crimes**

Completed by Applicant

An individual has a disqualifying criminal offense under TSA regulations if the individual has been convicted, plead guilty, or found not guilty by reason of insanity to an offense of any of the disqualifying crimes listed in this paragraph below in any jurisdiction during the last 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are listed below. If you have been convicted, plead guilty, or found not guilty by reason of insanity to an offense, please check "Y" for Yes or if not, "N" for No for EACH offense listed below (choose only 1 response per offense):

- |   |   |   |   |
|---|---|---|---|
| (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation   | <input type="checkbox"/> Y <input type="checkbox"/> N | (21) Extortion  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (2) Interference with air navigation  | <input type="checkbox"/> Y <input type="checkbox"/> N | (22) Armed or felony unarmed robbery  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (3) Improper transportation of a hazardous material   | <input type="checkbox"/> Y <input type="checkbox"/> N | (23) Distribution of, or intent to distribute, a controlled substance   | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (4) Aircraft piracy   | <input type="checkbox"/> Y <input type="checkbox"/> N | (24) Felony arson   | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (5) Interference with flight crewmembers or flight attendants   | <input type="checkbox"/> Y <input type="checkbox"/> N | (25) Felony involving a threat  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (6) Commission of certain crimes aboard aircraft in flight  | <input type="checkbox"/> Y <input type="checkbox"/> N | (26) Felony involving –   |   |
| (7) Carrying a weapon or explosive aboard aircraft  | <input type="checkbox"/> Y <input type="checkbox"/> N | (i) Willful destruction of property   | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (8) Conveying false information and threats   | <input type="checkbox"/> Y <input type="checkbox"/> N | (ii) Importation or manufacture of a controlled substance   | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (9) Aircraft piracy outside of the special aircraft jurisdiction of the United States   | <input type="checkbox"/> Y <input type="checkbox"/> N | (iii) Burglary  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (10) Lighting violations involving transporting controlled substances   | <input type="checkbox"/> Y <input type="checkbox"/> N | (iv) Theft  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements | <input type="checkbox"/> Y <input type="checkbox"/> N | (v) Dishonesty, fraud, or misrepresentation   | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (12) Destruction of an aircraft or aircraft facility  | <input type="checkbox"/> Y <input type="checkbox"/> N | (vi) Possession or distribution of stolen property  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (13) Murder   | <input type="checkbox"/> Y <input type="checkbox"/> N | (vii) Aggravated assault  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (14) Assault with intent to murder  | <input type="checkbox"/> Y <input type="checkbox"/> N | (viii) Bribery  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (15) Espionage  | <input type="checkbox"/> Y <input type="checkbox"/> N | (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (16) Sedition   | <input type="checkbox"/> Y <input type="checkbox"/> N | (27) Violence at international airports   | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (17) Kidnapping or hostage taking   | <input type="checkbox"/> Y <input type="checkbox"/> N | (28) Conspiracy or attempt to commit any of the criminal acts listed in this section  | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (18) Treason  | <input type="checkbox"/> Y <input type="checkbox"/> N | (29) Or any other crime classified as a felony that the Administrator determines indicates a propensity for placing contraband aboard an aircraft in return for money; violence at international airports; conspiracy or attempt to commit any of the criminal acts listed in 49 CFR and 1542.209(d) or 49 CFR and 1544.299 (d) | <input type="checkbox"/> Y <input type="checkbox"/> N |
| (19) Rape or aggravated sexual abuse  | <input type="checkbox"/> Y <input type="checkbox"/> N |   |   |
| (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon   | <input type="checkbox"/> Y <input type="checkbox"/> N |   |   |

Airport I.D. Cards are subject to the regulations of the Transportation Security Administration (TSA). All applicants are subject to a criminal history records check. An individual may be disqualified for an Airport I.D. Card if this or subsequent record checks disclose convictions for any of the disqualifying crimes cited. False statements or non-disclosure of pertinent information may disqualify an applicant from receiving an Airport I.D. Card. In addition, Transportation Security Regulations (TSR) 1542 and 1544, mandate that all individuals must surrender the Airport ID to The Port Authority within 24 hours if they are convicted of any disqualifying criminal offense that occurs while they have unescorted access authority.

I understand and hereby authorize The Port Authority or its Agents to conduct an initial and such additional Criminal History Records Checks as it deems appropriate at any time during the term of any access privilege granted to me by The Port Authority as the Airport Operator.

I certify that all of the statements made in this entire application are true, and that I have not been convicted of a disqualifying crime as stated in TSR 1542 and 1544 within the 10 years prior to the submission of this application for unescorted access privileges pursuant to 49 CFR 1542.209, 49 CFR 1544.229 or other applicable laws or regulations.

Applicant's Full Name (print)

Applicant's Signature

Date (mm/dd/yyyy)

**MANDATORY DISCLOSURE OF PLEAS, CONVICTIONS AND /OR CONDITIONAL DISMISSALS FOR CRIMES AND MISDEMEANORS OTHER THAN PARKING OR SPEEDING VIOLATIONS**

Have you ever in your LIFE been convicted of, plead no contest or plead nolo-contendere, plead guilty, or been found not guilty by reason of insanity to an offense other than a parking or speeding violation in this country or elsewhere? Yes \_\_\_ No \_\_\_. If "Yes", you must provide the following details for each offense: date, place, charge, court and final disposition. Regardless of whether a conviction was expunged, sealed or removed from your record, list it below. If additional space is needed attach sheets.

Offense	Date	Place	Charge	Court	Final Disposition



THE PORT AUTHORITY OF NY & NJ

Kennedy · Newark Liberty · LaGuardia · Stewart  
Teterboro · Downtown Manhattan Heliport

# Customer Care

## Airport Standards Manual



Fifth Edition • July 2008





**THE PORT AUTHORITY OF NY & NJ**

*William R. DeCota*  
Director

July 2008

To our Airport Partners:

Almost ten years ago, we set out on a journey to improve customer satisfaction at The Port Authority of New York and New Jersey's airports. The foundation of our program continues to be our Airport Standards and I am pleased to share with you this 5th Edition of the Airport Standards Manual—Customer Care Standards that have been developed in cooperation and assistance from you, our Airport Partners.

The overall objective of our Customer Care Program is to improve the customer experience at the Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the ultimate quality our customers' experience.

This updated edition also includes some basic standards for cargo services as a start to evolving a Cargo Care Program. These standards will form the baseline of our performance measurement program under development for the cargo business at our airports. The cargo standards will evolve with the assistance and partnership of our cargo partners as we move forward to measure and monitor performance in all areas of the airport experience.

As a team and airport community, we have made tremendous progress with our customers over the years, as our customers have recognized improvements year over year and have become more delighted and pleased with the services provided by all of us. But improvement only comes with conscientious effort and determination. Through the Customer Care Program, we have offered customer care training to all airport employees; we utilize a bi-weekly mystery shopping program, a semi-annual facility quality assurance inspection program as well as our annual customer satisfaction survey. As we listen to our customers and partners, we seek to implement best industry practices as we jointly develop the "Airport of the Future" using tested and new technologies and comply with ever changing government regulations. This manual is another tool in this toolkit of performance enhancement strategies and I recommend you employ its contents in your daily operation, and ensure that all your employees and contractors are familiar with its guidelines and requirements.

We at The Port Authority of New York and New Jersey want to thank you and the many people who work together at the airports everyday to provide a positive and affirming experience for our customers. With your continued support and our joint commitment, we believe that Customer Care will continue to thrive at our airports.

Sincerely,

Lysa C. Scully  
Assistant Director  
Customer, Cargo, Concessions & Airport Services  
Aviation Department



*Aviation Department*  
225 Park Avenue South, 9th Floor  
New York, NY 10003

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# *Customer Care*

## *Airport Standards Manual*

John F. Kennedy International Airport

Newark Liberty International Airport

LaGuardia Airport

Stewart International Airport

Teterboro Airport

Downtown Manhattan Heliport

**Prepared and Published by**

The Port Authority of New York & New Jersey – Aviation Department  
Customer, Cargo, Concessions & Airport Services Division

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### ***Airport Standards Manual***

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual (ASM)—Customer Care Standards for the benefit of all airport customers. The ASM serves as the primary document outlining the customer care and service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards focus on the elements of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by analysis of customer surveys and other customer feedback mechanisms. The Standards fall under three broad categories:

- Customer Care (including cargo);
- Signing and Wayfinding;
- Terminal Planning and Design Standards (Passenger and Cargo Facilities)

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

#### **I. PURPOSE**

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the ASM—Customer Care Standards for the benefit of all airport customers. The Port Authority's objective is to maximize utilization of the ASM as one tool to effectively manage customer care.

This ASM defines *Customer Care Standards* and the *Airport Performance Measurement Program*. It is made available to all partners. Hence, it is expected that the Port Authority and all employers on the airports *will strive to meet or exceed these standards*.

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

#### **II. THE STANDARDS**

The *Customer Care Standards* focus on the most salient elements of airport services and facilities that impact customer care satisfaction.

Separate publications promulgate several design-related standards, such as:

- "Adequate" or "Sufficient" lighting standards that conform to the **illuminating Engineering Society of North America (IES-NA) Lighting Handbook, 8th Edition, Section 11** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the **Port Authority Aviation Department Signing and Wayfinding Standards Manual** as well as those areas addressed in this manual.
- All Terminal Planning shall be in conformance with the **Port Authority Aviation Department Terminal Planning and Design Standards**, including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas, Security Checkpoints, Corridors and Walkways, Concessions Locations are subject to **Tenant Alteration Application (TAA) Procedures and Standards Guide** reviews and subsequent addenda.
- All Airport Partners must adhere to the **Airport Rules and Regulations**.

The Customer Care Standards implemented at Port Authority airports are measured and reviewed regularly against best industry practices to gauge the need for changes or augmentation. The measurement process includes, but is not limited to customer surveys, mystery shopping, facility quality assurance evaluations, focus groups and other data gathered for the Port Authority.

This edition of the ASM introduces a set of cargo standards and performance measures for specific areas. Focusing on the areas that most impact our cargo customers, these initial standards will continue to evolve through the assistance and cooperation of our air cargo business partners.

Given that the standards evolve over time, the enumeration and numbering of these standards within the ASM may differ from prior ASM editions due to modifications, additions or deletions of standards. A designation at the end of each of the standards, where applicable, indicating whether the standard is a **high or routine priority**. **High priority standards** typically require capital intensive or long-term solutions or are possible life-safety issues. **Routine priority standards** are cleanliness, maintenance or conditional issues that may be immediately remedied via currently available staff and equipment without impeding customers or causing life-safety concerns. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered **high** in nature.

### **III. IMMEDIATE ACTION ITEMS**

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

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

If Mystery Shoppers/Q.A. Facility Evaluators witness any of these conditions they will immediately notify the proper airport contacts to call:

- EWR: 973-961-6154
- JFK: 718-244-8158
- LGA: 718-533-3700

---

## ***Airport Performance Measurement Program (APMP)***

### **I. SERVICE COMMITMENT**

The Airport Performance Measurement Program (APMP) provides the framework outlining the process that encourages actions and a commitment to customer care regardless of who provides the service. More specifically, the APMP is designed to:

- 1) Recognize **“Satisfactory”** performance by Partners who continue to improve customer satisfaction.
- 2) Provide a useful management tool to identify to Partners the areas that **“Needs Improvement.”**
- 3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM)—Customer Care Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas.

Commitment to upholding the standards is essential for providing quality customer care. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner’s performance is considered to be **“Satisfactory”** when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

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

### **II. OBJECTIVES**

The overall objective of the APMP is to improve the quality of customer care offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the quality of customer care.

Where the ASM—Customer Care Standards defines good customer care, the APMP defines performance measurement and provides a management tool to recognize **“Satisfactory”** performance and to monitor actions taken to address areas that **“Needs Improvement.”**

By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of the commitment necessary for quality airport customer care.

The APMP also outlines how **“Scorecards”** are developed and explains the method used in periodically determining each Partner’s performance. The Scorecard is the measure of a Partner’s performance in a specific area. The Scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping and quality assurance facility evaluations.

### III. METHODOLOGY

This section proposes a general framework for a quantitative strategy to:

- (1) Measure Partners’ performance.
- (2) Provide an objective means for recognizing **“Satisfactory”** performance.
- (3) Monitor actions required by Port Authority staff and Partners in areas that **“Needs Improvement”** that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer care and provides a recommended strategy for assessing Partners’ performance.

To begin with, **Figure 1** briefly illustrates the various steps of the Customer Care process used to develop the ASM Customer Care Standards and to integrate them with the APMP. There are three major components to the development of the APMP:

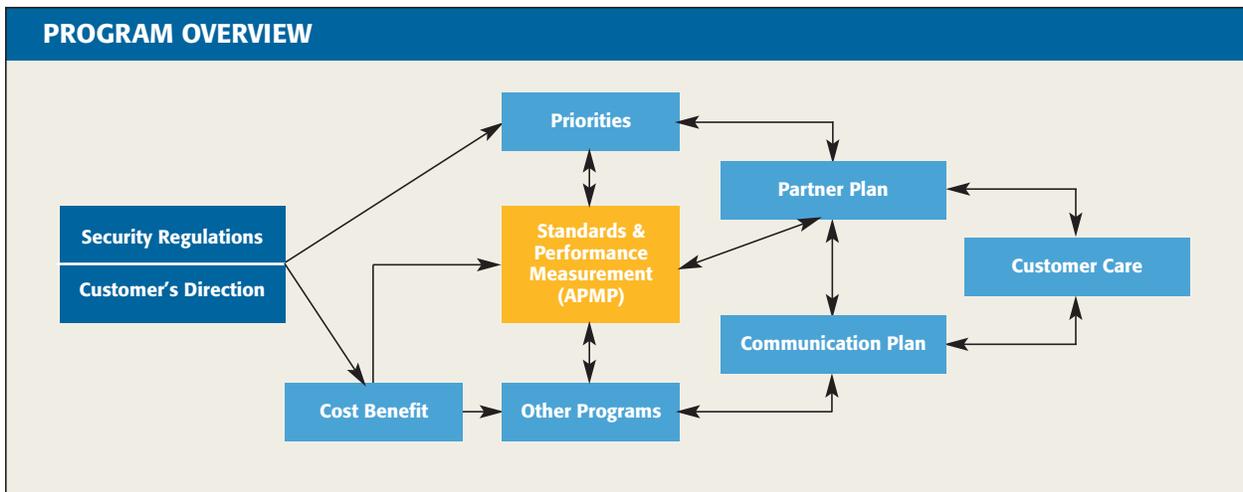


Figure 1

**1. Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer care management tool. See page 1.

**2. Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer care through several actions including, but not limited to, Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.

**3. Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Care Standards, Signing and Wayfinding Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

### **A. Monitoring Tools**

The Port Authority has developed a quantitative performance measurement strategy that measures Partners' performance. By limiting the data measurement tools to a few key sources rather than a multitude of sources that employ different collection techniques and scoring methodologies, the Port Authority and its Partners can focus on a few critical metrics. Mystery shopping, quality assurance facility evaluations, and additional non-survey data collection, all monitor Partners' performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer care:

**1. Customer Satisfaction Survey**—The annual Customer Satisfaction Survey conducted in the spring (May /June) quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen departing passengers in the gate hold lounges and arrival passengers in the Baggage Claim area, curbside and at AirTrain platform entrances (EWR only) are asked to rate various service and facility attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers assigning a rating of 8 to 10 are deemed to be "highly satisfied." A satisfaction score is obtained by dividing the number of passengers who are highly satisfied with the service/facility by the total number of passengers polled.

**2. Mystery Shopping**—The mystery shopping is conducted semi-monthly and its report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of “0” if the service meets the Standard or “1” if it does not meet the Standard. The results are then totaled and a corresponding percentage “Gap to Acceptability” (defined as the percentage of standards measured that are deemed deficient) is reported for each Partner. This method of data collection provides some measure of Partner performance for all of the service standard categories.

MYSTERY SHOP SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/3/2007				
Previous Evaluation:	3/7/2007				
	Standards Missed	Standards Evaluated	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	56	212	42.33	39	26%
CURBSIDE DEPARTURE	13	44	10.67	8	30%
Overall Cleanliness/ Conditions	7		6.00		
Curbside Departure	13				
Standards of Cleanliness	4				
Standards of Condition	3				
Standards of Functionality	1				
Signs, Directions, and Information	0				
Standards of Employee Attitude, Appearance and Knowledge	5		3.33		

Figure 2

**3. Quality Assurance Facility Reports**—Quality assurance facility reports, **Figure 3**, provide summarized routine and *high priority* deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of “0” if the standard is met or “1” if it does not meet the standard. *Routine* deficiencies are quick fixes identified with mostly cleaning or management issues, while *high priority* deficiencies are those addressing condition and functionality and are more likely to be capital intensive and/or long term fixes. The high and routine deficiencies identified through quality assurance facility evaluations are then totaled and distributed to all partners for follow up actions.

QUALITY ASSURANCE FACILITY SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/11/2007				
Previous Evaluation:	11/9/2006				
	Standards Missed	Standards Evaluated	Previous Score	High	Routine
TERMINAL	259	1775	100	30	229
CURBSIDE DEPARTURE	13	25	N/A	1	12
Curbside Departure – Terminal B	13			1	12
Standards of Cleanliness	5			0	5
Standards of Condition	6			1	5
Standards of Functionality	2			0	2
Signs, Directions, and Information	0			0	0

Figure 3

**4. Additional Data Collection and Partners' Information**—This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. Two areas where measurement began in 2008 are as follows:

- Baggage Claim—two separate 4-hour mystery shops are conducted per month at each domestic terminal baggage claim. The mystery shopper records the time of the first bag and the time of the last bag for approximately 9 to 12 flights, at various carousels. Three measurements for each flight are recorded: 1) time on blocks from the DOT website; 2) time of first bag; and 3) time of last bag. Data is tracked by month and quarter for each airline, terminal and airport.
- Check-In—two separate 4-hour mystery shops are conducted per month at each terminal check-in area. The mystery shopper spends approximately one hour at one specific check-in area, and during the course of the mystery shop, evaluates wait times approximately 4-5 varied airline check-in lines at one terminal. Data is tracked by month and quarter for each airline, terminal and airport.
- Taxi Dispatch—mystery shoppers will also develop sampling of wait times at the taxi dispatch stations at arrivals level along the terminal frontages.
- Parking lot exit—mystery shoppers also record the wait time on line at the cashier booth as they exit the parking facility.
- Security Checkpoints and US Entry—Wait or process times are monitored using data collected by DHS at all Port Authority airports.
- Cargo—The first cargo performance measure to be introduced in 2009 will pertain to truck waiting times. Measurements for this program are under development and will rely on partner information.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

## **B. Setting Practical Targets**

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed semi-monthly and will be supplemented with periodic quality assurance facility evaluations and data collection. These two monitoring sources will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual quality assurance facility reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, quality assurance facility evaluations and/or other data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random quality assurance facility evaluations for cleanliness, condition and functionality based on the ASM—Customer Care Standards. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff quality assurance facility evaluations.

For Port Authority contractors, performance over the entire contract period will be taken into account. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor’s scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

#### IV. SCORECARDS

**Scorecards** contain an overview of the grading system and the performance targets for several areas. **Performance targets** have been set within each scorecard based on achievable scores from previous surveys, mystery shops or quality assurance facility evaluations (see subsequent section on **Performance target Definitions**). Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established. The Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures, and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target. The measurement of performance for some areas may be based upon one or a combination of measurement sources.

Using these results, the Port Authority can provide recognition for continued high-level **Satisfactory** performance or enact remedial actions (e.g., contract renegotiation or termination) for continued under-performance for areas that **Needs Improvement**.

**Figure 4** illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement**.

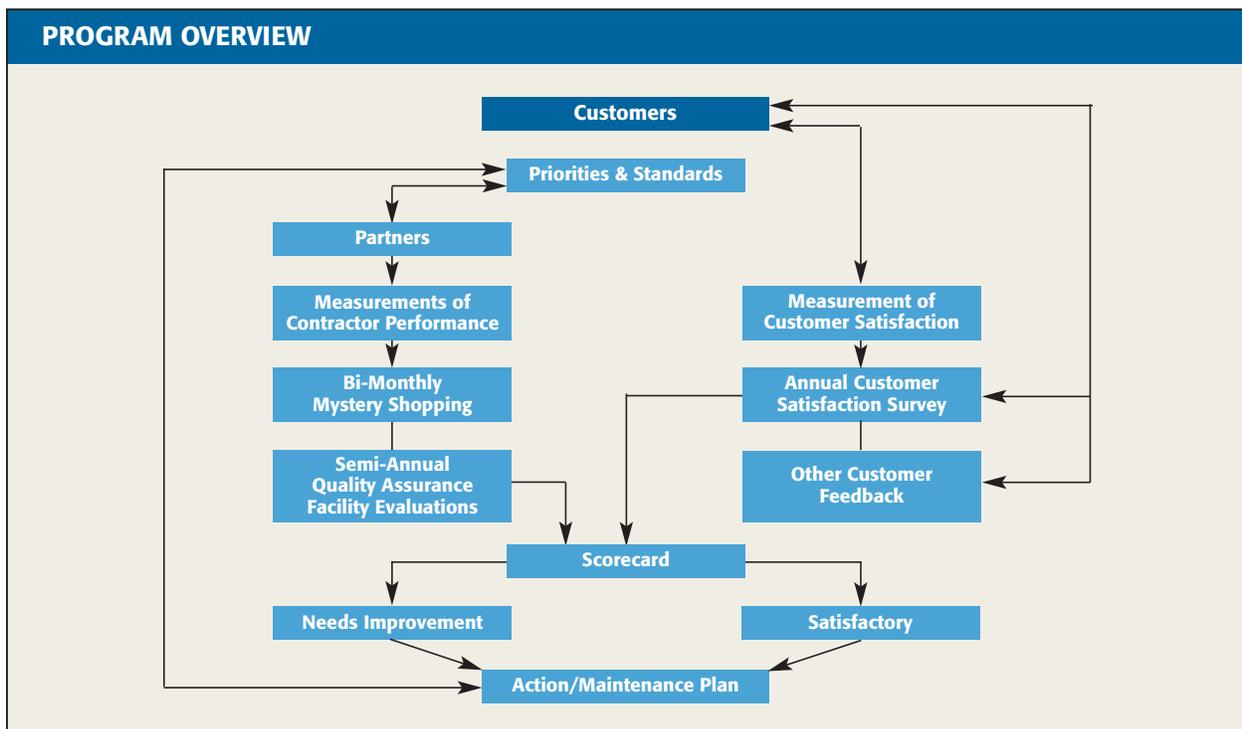


Figure 4

There are two categories of contractors—those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines. In many cases, the Port Authority has the ability to recognize **Satisfactory** performance and also to take appropriate action(s) when performance is rated in **Needs Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of third-party partner's performance.

### **A. Applicable Airport Elements**

The following is a list of existing scorecards measuring courtesy of employees:

- Concessions (retail, food & beverage)
- Security Screening
- Departure Curbside
- Welcome Centers including Customer Care Representatives
- Parking Lot and Garage Services
- Taxi Dispatch
- On Airport Bus

The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:

- |                                       |                                 |
|---------------------------------------|---------------------------------|
| Concessions (retail, food & beverage) | Taxi Dispatch Service           |
| Flight Check-in Areas                 | AirTrain Stations/Vehicles      |
| Parking Lots and Garage Services      | On-Airport Bus                  |
| Gate Lounges                          | Restrooms                       |
| Security Screening                    | Corridors/Walkways/Elev./Escal. |
| Departure Curbside                    | Arrival Curbside                |
| Baggage Claim Area                    | Welcome Centers                 |

The following is a list of wait or process times and what functions they are collected for:

- |                         |                       |
|-------------------------|-----------------------|
| Bag Claim               | Taxi Dispatch Service |
| Check-in                | Parking Lot Exit      |
| TSA Security Checkpoint | CBP US Entry          |

## **B. Performance Target Definitions**

The **Performance Target Definition** for Customer Satisfaction and Mystery Shopping that appears in each Scorecard is uniformly calculated for any airport element being evaluated:

- **Customer Satisfaction Performance Target (Range)**

**It is based on the average of the highest departure passenger satisfaction score from each airport for the airport element being evaluated. This average serves as the highest value of the performance target range. By subtracting 5 percentage points from the upper bound, we obtain the lowest value of the range. The Performance Target will never be more lenient (lower) than the prior year's target range.**

- **Mystery Shopping Performance Target**

It is based on a rolling 6-month average of the mystery shopping deficiency counts for a given airport element from each airport. The lowest deficiency count for each airport is then averaged to become the Performance Target. The Performance Target will never be more lenient (**higher**) than the prior year's target.

The **Performance Target Definition** for the Quality Assurance Facility Evaluation varies depending on the airport element measured.

- **Quality Assurance Performance Target**

It is based on the average number of deficiencies allowable per measurement unit. It is calculated as a ratio of the number of deficiencies to number of units across all terminals or applicable areas at the airports. The Performance Target will never be more lenient (**higher**) than the prior year's target.

**The measurement unit and allowable deficiencies varies by the airport element being evaluated and are subject to change. The current unit definitions are listed below:**

- Restrooms: Fixtures (toilet stalls, urinals and sinks). *One deficiency allowable for approximately every 8 fixtures.*
- Gates: Square footage. *One deficiency for approximately every 8,400 sq. ft. of gate space.*
- Flight Check-in Area: Square footage. *One deficiency for approximately every 2,700 sq. ft. of check-in space.*
- Concessions: Square footage. *One deficiency for approximately every 1,400 sq. ft. of concessions space.*
- Screening Area: Number of security lanes. *One deficiency for approximately every 2 security lanes within the screening area.*

## **Airport Performance Measurement Program (APMP)** (continued)

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- Baggage Claim: Square footage. *One deficiency for approximately every 4,400 sq.ft. of baggage claim space.*
- Departure Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of departure curbside space.*
- Arrival Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of arrival curbside space.*
- Corridors/Walkways/Elevators/Escalators: Number of Corr/WW/Elev/Escal. *One deficiency for approximately every 3 Corridor/Walkway/Elevator/Escalator units.*
- Welcome Centers: Number of Welcome Centers. *1.5 deficiencies per Welcome Center.*
- Parking Lot and Garage Services: Number of parking spaces at lots/garages. *One deficiency allowable for approximately every 340 parking spaces.*
- Taxi Dispatch Service: Number of taxi dispatches. *Two deficiencies for each taxi dispatch booth.*
- On-Airport Buses: Number of buses in operation during peak periods. *One deficiency per bus.*
- AirTrain Stations: Square footage. *One deficiency allowable for approximately every 4,600 sq. ft. of station area.*
- AirTrain Vehicles: Number of vehicles in operation during peak periods. *One deficiency for every 12 vehicles.*

For all three monitoring tools (Customer Satisfaction, Mystery Shopping and Quality Assurance Facility Evaluation) the Actual Performance is compared against the Performance Target. If the Actual Performance is THE SAME OR BETTER than the Performance Target, the result is **Satisfactory**. If the Actual Performance is WORSE than the Performance Target, the result is **Needs Improvement**.

**C. Scorecards Descriptions & Methodology**

- A Sample **Needs Improvement** Scorecard [Figure 5]

2007 PERFORMANCE MEASUREMENT SCORECARD—GATE AREA							
Terminal XYZ – Airport Y							
Gates	Gate Sq. Ft.	Avg. Mvmt. Per Day	Avg. Mvmt. Per Gate Per Day	Outbound Pax. 12 Months Ending June 2007	Avg. Sq. Ft. Gate Area	Sq. Ft. Average Daily Pax	IATA Level of Service
38	43,500	457	13	6,949,150	1,145	2.3	F
		Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)	
		Overall		Condition		Standards Missed - All Items	
Timeframe		Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007	
Actual Score		38		4		51	
Performance Target (PT)		53-58		2		29	
Specific Results		Needs Improvement		Needs Improvement		Needs Improvement	
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 1% point, remaining at Needs Improvement                      Mystery Shopping Deficiencies increased 1 point, remaining at Needs Improvement                      Quality Assurance Deficiencies unchanged, remaining at Needs Improvement</p>						
<b>Notes/Recommendations</b>							
<ul style="list-style-type: none"> <li>• Cleaning up the terminal/gate areas, improving/upgrading facilities, offering more comfortable seating, a larger gate area to reduce crowding, more frequent updates when there are delays, better lighting, more WiFi connections, more electrical outlets and more entertainment options are all key items that air passengers say needs attention in order to improve their rating of the terminal. Comfortable seating, cleanliness/condition of the gate area and concessions offerings near the gate area are rated lower than other gate elements, more so among business travelers.</li> <li>• Remove heavy accumulation of dust at ceiling vents/fixtures, everywhere. More frequent cleaning of gate areas needed, especially during peak times (paper/food/ debris/residue on floor/seats, windows smeared/smudged and debris on window sills at many gates, phones have adhesive residue and dust -- C9 phone bank damaged).</li> <li>• Replace all damaged and/or missing ceiling tiles (present at most gates), ceiling damaged at A2, D10, HVAC cover damaged at C3). Repair scuffed/scratched/scraped/ gouged walls/columns/doors in all concourses (e.g., wall vinyl curling/damaged at A7/ B1/ B3/C2/D1 outlet covers missing at A6, walls gouged at A1).</li> <li>• Clean carpet in all gate hold areas to remove stains; also repair torn/worn/damaged carpet/floor at A2/A3 – trim strip missing, A7 – carpet taped and matted, stairs worn at B5A, B7 &amp; B8.</li> <li>• Some seating torn at A5-6, B1, B2, B7, C2, C4-6, D2, D6. Counters/podiums chipped/worn at most gates, some also have adhesive residue (graffiti on C5 jetway counter).</li> <li>• Many non-working ceiling lights and/or missing light covers (e.g., A1, B4, C1-3, C5-6, C11). Lighting insufficient relative to IES standards at gates A5, B1-3, C10-11, D1-10.</li> </ul>							

Figure 5

**Airport Performance Measurement Program (APMP)** (continued)

- A Sample **Satisfactory** Scorecard [Figure 6]

2007 PERFORMANCE MEASUREMENT SCORECARD—DEPARTURE CURBS							
Terminal ABC							
#Curbside Check-in Locations	Outbound Domestic Passengers 12 Months Ending June 2007		Outbound International Passengers 12 Months Ending June 2007		Curbside		
	%	Total #	%	Total #	Total Sq. Ft.	Length	Width
4	41%	1,029,798	59%	1,494,324	25,650	855	30
OTHER INFORMATION							
	Customer Satisfaction (% Highly Satisfied)	Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)			
	Condition/Cleanliness	Courtesy	Condition	Standards Missed			
Timeframe	Annual - June 2007	6-Mon. Rolling Average - June 2007		Annual - April 2007			
Actual Score	62	1	2	13			
Performance Target (PT)	60-65	1	3	17			
Specific Results	Satisfactory	Satisfactory	Satisfactory	Satisfactory			
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 5% point, remaining Satisfactory.  Mystery Shopping Deficiencies changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory.  Quality Assurance Deficiencies increased 5 points, remaining Satisfactory.</p>						
Notes/Recommendations							
<ul style="list-style-type: none"> <li>• Passengers tell us that reducing the traffic congestion at the curbside is one way to improve their ratings of the terminal. International and leisure travelers are more satisfied with their departure curbside experience than others.</li> <li>• On most occasions, skycaps are attentive and offered a warm, friendly greeting, but on two occasions they were inattentive and unfriendly.</li> <li>• Roadways and walkways stained (also gum on walkways) and cracked in places. Terminal entry doorways had residue at bottom and small glass and frames are chipped/scratched. Windbreaker at doorway #3 needs cleaning; broken glass near doorway #2.</li> <li>• Skycap counters have adhesive residue and are scratched.</li> </ul>							

Figure 6

The Scorecards are created by the Aviation Department based on the information obtained through various measurement sources. The top portion of the Scorecard presents background information for the particular airport element being evaluated, providing a backdrop to better understand the airport environment that existed during the measurement cycle. The middle portion of the Scorecard presents current and trended ratings for the airport element being evaluated for the period under review. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. The bottom portion of the Scorecard highlights specific areas that should be addressed via capital planning improvements, customer care training programs, and discussions with contractor management regarding performance review and enhancement. Below is a description of how the targets are set for each of the measurement methods and interpretation of the results.

- **Customer Satisfaction Survey:** The customer satisfaction survey is conducted annually. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 53-58 percent. The gate areas (38%) are deemed unacceptable because its score is not within the acceptable range, thereby receiving a classification of **Needs Improvement**. **Figure 6** illustrates a scorecard in which all targets have been met or exceeded (62 is within the range 60-65) and therefore performance is rated as **Satisfactory**.
- **Mystery Shopping:** Mystery Shopping is performed semi-monthly, with each terminal being shopped twice per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops (i.e., deficiencies). The lower the number missed, the better the score. Each functional area's score for the six-month period preceding the issuance of the scorecard constitutes its "rolling average." The lowest "rolling average" score in each functional area from each airport is averaged to obtain the **Performance Target** score. To be considered Satisfactory, the area must equal or fall below the target. In **Figure 5**, the deficiencies (4) exceeds the Performance Target (2), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies for courtesies and condition (1 and 2, respectively) are equal to or less than the Performance Targets (1 and 3, respectively) and are deemed **Satisfactory**.
- **Quality Assurance Facility Evaluations:** The quality assurance facility evaluation is performed semi-annually. The scoring for the quality assurance facility evaluation is based on the number of standards missed (i.e., deficiencies). Much like mystery shopping, the goal is to have the lowest score possible. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement (for detailed information, please refer to the prior section entitled "**Quality Assurance Performance Target**"). By taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria, we calculate the quality assurance facility evaluation **Performance Target** score. This provides a pro-rated score that is applied to each terminal or location to assess its performance relative to the rest of the airports. The total number of deficiencies is summed and divided by the total number of units across the airports providing a "per unit" number of acceptable deficiencies. This score is then multiplied by the number of units per functional area to determine the target number (upper limit) of deficiencies. In **Figure 5**, the deficiencies (54) exceeds the **Performance Target** (29), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies (13) falls under the Performance Target (17) and is deemed **Satisfactory**.

## **1.0 - Employee Attitude, Appearance, Awareness and Knowledge**

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All airport employees are required to be courteous and helpful at all times with every customer and other employees. **All standards in this section are high priority.**

### **Standards of Employee Attitude, Appearance, Awareness and Knowledge**

All employees will meet or exceed the following standards:

#### **1.1 Attitude, all employees shall:**

- 1.1.1 Greet all customers in a friendly and professional manner.
- 1.1.2 Address customers proactively—be friendly and approachable—anticipate customer's needs. Customers and passengers shall not have to initiate contact.
- 1.1.3 Display a smile and eye contact towards passengers and fellow employees at all times.
- 1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.5 Be capable of communicating clearly when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and a pleasant tone of voice with customers and fellow employees.
- 1.1.8 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.
- 1.1.9 Focus on customers and not gather in a group to chat while on duty.
- 1.1.10 Not eat, drink, (including alcoholic beverages), chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- 1.1.11 Assure that the customers' needs are met by providing or calling for the appropriate services.
- 1.1.12 Not nap or sleep while on duty or in a public area.
- 1.1.13 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

**1.2 Appearance, all employees shall:**

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

**1.3 Awareness, all employees shall:**

- 1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.
- 1.3.2 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.
- 1.3.3 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.
- 1.3.4 Ensure that all AOA doors and gates are closed properly after each use.
- 1.3.5 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
- 1.3.6 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.
- 1.3.7 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
- 1.3.8 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.
- 1.3.9 Report any item or area that is in need of repair to the appropriate airport representative.
- 1.3.10 Report any alarm for security or fire to the Port Authority Police or other law enforcement personnel through the appropriate airport protocol.
- 1.3.11 Report the illegal solicitation of ground transportation services by unauthorized personnel ("Hustlers") to the Port Authority Police.

**1.4 Knowledge, all employees shall:**

- 1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- 1.4.2 Convey accurate information using clear and understandable terms.
- 1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
- 1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.
- 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)
- 1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

## **2.0 - Curbside**

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### **Curbside General Requirements**

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Smoking receptacles shall be readily available on the curbside. {R}
- c) Skycap service shall be readily available where applicable. {R}

### **2.1 Standards of Cleanliness**

- 2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}
- 2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}
- 2.1.3 All glass shall be clean and free of streaks and smudges. {R}
- 2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}
- 2.1.6 Walls shall be clean and free of graffiti. {R}
- 2.1.7 Curbside check-in counters and self-service check-in kiosks shall be clean and organized, free of debris and baggage tape and without visible damage. {R}
- 2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}
- 2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

### **2.2 Standards of Condition**

- 2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}
- 2.2.2 Entrance and exit doors shall be maintained in good working order. {R}
- 2.2.3 All glass shall be in good condition with no visible damage. {R}
- 2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}
- 2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

## **2.0 – Curbside** (continued)

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- 2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}
- 2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}
- 2.2.10 Snow and ice shall be removed from walkways and roadways. {H}
- 2.2.11 Roadways shall be well maintained and free of potholes. {R}

### **2.3 Standards of Functionality**

- 2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}
- 2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}
- 2.3.3 Public address systems shall be clear and audible. {R}
- 2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}
- 2.3.5 All doors shall operate properly. {R}
- 2.3.6 All curbside computer equipment shall be in good working order. {R}
- 2.3.7 All baggage conveyor belts and curtains shall be in good working order with no visible broken parts. {R}

### **2.4 Signs, Directions, and Information**

- 2.4.1 Directional signs shall be visible, legible and accurate. {R}
- 2.4.2 Signs shall clearly indicate the location of services. {R}
- 2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}
- 2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **3.0 - Flight Check-In Areas**

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### **Flight Check-In Area General Requirements**

- a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}
- b) Trash receptacles shall be available in the airline check-in areas. {R}
- c) Flight Information Display Systems should be provided. {R}

### **3.1 Standards of Cleanliness**

- 3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}
- 3.1.2 Workspaces shall always appear uncluttered and organized. {R}
- 3.1.3 Seating shall be clean and free of stains. {R}
- 3.1.4 Windowsills shall be free of dust and debris. {R}
- 3.1.5 Windows shall be free of streaks and smudges. {R}
- 3.1.6 Wastebaskets shall be clean and not overflowing. {R}
- 3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}
- 3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 3.1.9 Floors shall be dry, free from spills and water. {H}
- 3.1.10 Ceilings shall be clean and free of dust. {R}
- 3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}
- 3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

**3.2 Standards of Condition**

- 3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}
- 3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}
- 3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}
- 3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}
- 3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}
- 3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}
- 3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}
- 3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 3.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 3.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}
- 3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}
- 3.2.13 Heating and air conditioning units shall be in good working condition. {R}
- 3.2.14 Stanchions, ropes and, “tensa barriers” shall be well maintained and in good repair. {R}
- 3.2.15 Employees’ personal belongings shall not be visible to customers. {R}

**3.3 Standards of Functionality**

- 3.3.1 Flight Information Display System (FIDS) monitors shall be in working order. {R}
- 3.3.2 Telephones shall be in working order. {R}
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Terminal Ticket Counter – 45-foot candles.** {R}

### **3.0 – Flight Check-in Areas** (continued)

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- 3.3.4 Stanchions, ropes, “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}
- 3.3.5 Public address system shall be clear and audible in the check-in area. {H}
- 3.3.6 All baggage conveyor belts shall be in working order with no visible broken parts. {R}
- 3.3.7 All self-service kiosks shall be in good working order with no visible broken parts. {R}
- 3.3.8 Check-in wait time shall not exceed ten (10) minutes during peak periods. {R}

#### **3.4 Signs, Directions, and Information**

- 3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}
- 3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}
- 3.4.4 Customers shall be informed in a timely manner of flight delays via Flight Information Display Systems (FIDS), through appropriate public announcements and other *e-methods* used by the industry. {R}

## **4.0 - Walkways/Corridors/Elevators/Escalators**

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### **4.1 Standards of Cleanliness**

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

### **4.2 Standards of Condition**

- 4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 4.2.2 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 4.2.3 All light fixtures shall be in working order with no visible broken parts. {R}
- 4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}
- 4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}
- 4.2.6 Elevator button lights and switches shall be in good condition. {R}

#### **4.0 – Walkways/Corridors/Elevators/Escalators** (continued)

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- 4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}
- 4.2.8 Water fountains shall have no visible broken parts. {R}
- 4.2.9 Corridors and walkways shall be free of obstructions. {R}
- 4.2.10 Heating and air conditioning units shall be in working order. {R}
- 4.2.11 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

#### **4.3 Standards of Functionality**

- 4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}
- 4.3.2 Elevator button lights and switches shall be operational. {R}
- 4.3.3 Public address system shall be in working order and audible from all areas. {H}
- 4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles.** {H}
- 4.3.5 Water fountains shall be in good working order. {R}

#### **4.4 Signs, Directions, and Information**

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

## **5.0 - Passenger and Baggage Screening Areas**

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

### **5.1 Standards of Cleanliness**

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

### **5.2 Standards of Condition**

- 5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}
- 5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}
- 5.2.6 Ceilings shall be free from stains and broken tiles. {R}
- 5.2.7 Sign frames, holders and stands shall be in good condition. {R}
- 5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}
- 5.2.9 Employee's personal belongings shall not be visible to customers. {R}

**5.3 Standards of Functionality**

- 5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery, bins and aids shall be maintained and in working order. {H}
- 5.3.2 Stanchions, ropes and “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}

**5.4 Departure Screening Wait Times**

- 5.4.1 Queue time at the departing passenger screening areas on average shall not exceed ten (10) minutes. {H}
- 5.4.2 Queue time for passengers at the departing baggage screening areas on average shall not exceed ten (10) minutes. {H}

**5.5 International Arrivals Clearance Wait Times**

- 5.5.1 The United States Customs and Border Protection (CBP) has established one (1) hour, including wait time, as a standard for clearing formalities for passengers going through primary process. {H}

**5.6 Signs, Directions, and Information**

- 5.6.1 Internal notices shall not be displayed in public areas. {R}
- 5.6.2. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 5.6.3 Clear, visible and accurate signing shall be place at key decision points and consistent with Port Authority Signing and Wayfinding Standards. {R}
- 5.6.4 Only approved regulatory signs shall be used. {R}

## **6.0 - Restrooms**

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### **Restrooms General Requirements**

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

### **6.1 Standards of Cleanliness**

- 6.1.1 Floors shall be free of debris and stains and appear clean. {R}
- 6.1.2 Floors shall be dry, free of spills or water. {H}
- 6.1.3 Unpleasant odors shall not be detected. {R}
- 6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}
- 6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}
- 6.1.6 Entranceways and doors shall be clean and free of debris. {R}
- 6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}
- 6.1.8 Urinals shall be clean and free of debris. {R}
- 6.1.9 Tiles and walls shall be clean. {R}
- 6.1.10 Soap dispensers shall be clean and free of soap scum. {R}
- 6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}
- 6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 6.1.13 Sanitary dispensers shall be clean. {R}
- 6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

## **6.0 – Restrooms** (continued)

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- 6.1.15 Baby changing stations shall be clean. {R}
- 6.1.16 All walls, doors and partitions shall be clean. {R}
- 6.1.17 Ceilings shall be clean and free of dust. {R}
- 6.1.18 Countertops shall be clean and free of debris and pooling water. {R}

### **6.2 Standards of Condition**

- 6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}
- 6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}
- 6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}
- 6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}
- 6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}
- 6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}
- 6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}
- 6.2.8 Soap dispensers shall be in good condition. {R}
- 6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}
- 6.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}
- 6.2.12 Trash and sanitary receptacles shall be in good condition. {R}
- 6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}
- 6.2.14 All walls, doors and partitions shall be free of graffiti, scratches and peeling paint. {R}
- 6.2.15 Ceilings shall be free of cracks and stains. {R}

## **6.0 – Restrooms** (continued)

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- 6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}
- 6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

### **6.3 Standards of Functionality**

- 6.3.1 Public address system shall be clear and audible in the restroom areas. {H}
- 6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}
- 6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Restrooms – 23 foot-candles.** {H}
- 6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}
- 6.3.5 Toilets and urinals shall be in working order. {H}
- 6.3.6 Door locks and latches shall be in working order. {H}
- 6.3.7 Sink drains and faucets shall be in working order. {R}
- 6.3.8 Baby changing stations shall be in working order. {H}
- 6.3.9 Sanitary dispensers shall be filled and in working order. {R}
- 6.3.10 Soap dispensers shall be in working order and have soap available. {R}
- 6.3.11 Unpleasant odors shall not be detected. {R}

### **6.4 Signs, Directions, and Information**

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

## **7.0 - Gate Areas**

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### **Gate Areas General Requirements**

- a) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}
- b) Public address system shall be available in every gate area. {R}
- c) Flight Information Display Systems shall be available in or around the gate areas. {R}

### **7.1 Standards of Cleanliness**

- 7.1.1 Seating shall be clean and free of debris and stains. {R}
- 7.1.2 Windowsills shall be free of dust and debris. {R}
- 7.1.3 Windows shall be clean and free of streaks and smudges. {R}
- 7.1.4 Trash receptacles shall be clean and not overflowing. {R}
- 7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}
- 7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 7.1.7 Floors shall be dry, free of spills or water. {H}
- 7.1.8 Ceilings shall be clean and free of dust. {R}
- 7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}
- 7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}
- 7.1.11 Heating and air conditioning units shall be clean and dust free. {R}
- 7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}
- 7.1.13 Counters/podiums and kiosks shall be clean, uncluttered and free of debris. {R}
- 7.1.14 Advertising and display areas shall be clean and free of debris. {R}

### **7.2 Standards of Condition**

- 7.2.1 Seating shall be free of rips, tears and broken parts. {R}
- 7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}
- 7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

## **7.0 – Gate Areas** (continued)

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- 7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}
- 7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}
- 7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 7.2.7 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 7.2.8 All light fixtures shall be in working order with no visible broken parts. {R}
- 7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}
- 7.2.10 Heating and air conditioning units shall be in good working condition. {R}
- 7.2.11 Stanchions, ropes and “tensa-barriers” shall be in good working condition, with no visible damage or broken parts. {R}
- 7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.2.14 Cleaning supplies and equipment shall be stored out of customers’ view when not in use and closet doors kept closed. {H}

### **7.3 Standards of Functionality**

- 7.3.1 The Public Address System shall be clear and audible at all times. {H}
- 7.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Gate Areas – 38 foot-candles.** {H}
- 7.3.3 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}
- 7.3.4 Telephones shall be in working order. {R}
- 7.3.5 Television monitors shall be clear, visible and in good working condition. {R}
- 7.3.6 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

**7.4      *Signs, Directions, and Information***

- 7.4.1      Signing shall be visible and adequate to direct customers to all services. {R}
- 7.4.2      Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.4.3      Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **8.0 - Retail Services**

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### **8.1 Standards of Cleanliness**

- 8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}
- 8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 8.1.3 Glass windows and display cases shall be clean. {R}
- 8.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}
- 8.1.5 All walls and columns shall be clean. {R}
- 8.1.6 Ceilings shall be clean and free of dust. {R}
- 8.1.7 Sales and cashier areas shall appear neat, organized and clean. {R}
- 8.1.8 Heating and air conditioning units and vents shall be clean and free of dust. {R}
- 8.1.9 Television monitors shall be clean and free of dust. {R}

### **8.2 Standards of Condition**

- 8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 8.2.3 Entranceways shall be in good condition, free of marks, scratches or any visible damage. {R}
- 8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}
- 8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 8.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}
- 8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}
- 8.2.10 Stock shall be stored out of view of customers and stored within one (1) hour of delivery. {R}

- 8.2.11 Ceilings shall not be stained or have any broken tiles. {R}
- 8.2.12 Employees' personal belongings shall not be visible to customers. {R}
- 8.2.13 Heating and air conditioning units shall be in good working order. {R}
- 8.2.14 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}

**8.3 Standards of Functionality**

- 8.3.1 In the event of flight delays, essential services shall remain open for passengers in the terminal after normal business hours. {H}
- 8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles.** {H}
- 8.3.3 Music system shall be in a clear and audible working condition with appropriately set volume level. {H}
- 8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}
- 8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

**8.4 Signs, Directions, and Information**

- 8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}
- 8.4.2 Operators shall prominently display "Street Pricing" signing. {R}
- 8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}
- 8.4.4 Tip receptacles are not permitted. {R}
- 8.4.5 Hours of operations shall be prominently displayed and fully observed. {R}
- 8.4.6 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}
- 8.4.7 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## **8.0 – Retail Services** (continued)

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- 8.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}
- 8.4.9 Retail areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}
- 8.4.10 When a retail outlet is closed for unscheduled reasons, appropriate signs shall be posted advising customers of the nearest, similar operating retail outlet. {R}
- 8.4.11 There shall be no unauthorized postings. {R}
- 8.4.12 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

### **8.5 Standards of Retail Employees**

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

- 8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}
- 8.5.2 Employees shall always offer customers a receipt and say “thank you” or an appropriate pleasant closing. {R}
- 8.5.3 Employees shall always give correct change. {R}
- 8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}
- 8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 8.5.6 Any complaints shall be dealt with promptly. {R}
- 8.5.7 Employees shall have appropriate knowledge of items being sold. {R}
- 8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

**8.6 Standards of Product**

- 8.6.1 All items shall be sold at “Street Prices” as defined in the lease/permit. {R}
- 8.6.2 Merchandise shall be attractively displayed. {R}
- 8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers’ needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}
- 8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}
- 8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}
- 8.6.6 All prices shall be clearly displayed. {H}
- 8.6.7 No items shall remain on shelves past expiration dates. {R}
- 8.6.8 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}
- 8.6.9 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

## **9.0 - Food & Beverage Services**

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### **9.1 Standards of Cleanliness**

- 9.1.1 All areas in the establishment shall be clean and well maintained. {R}
- 9.1.2 Debris shall be removed from tables and counters within two minutes. {R}
- 9.1.3 Area shall be free of unpleasant odors. {R}
- 9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 9.1.5 Entranceways and frames shall be free of smudges, dirt and grime. {R}
- 9.1.6 Ceilings shall be clean and free of dust. {R}
- 9.1.7 Glass windows and display cases shall be clean. {R}
- 9.1.8 All food used for display purposes shall be changed regularly. {R}
- 9.1.9 Sales and cashier areas shall appear organized and clean. {R}
- 9.1.10 Tray slides shall be clean. {R}
- 9.1.11 Trays shall be sanitized after every use. {H}
- 9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}
- 9.1.14 All visible cooking equipment shall be clean. {R}
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 9.1.16 Heating and air conditioning units and vents shall be clean and free of dust. {H}
- 9.1.17 Television monitors shall be clean and free of dust. {R}

**9.2 Standards of Condition**

- 9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}
- 9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 9.2.3 Entranceways and frames shall be in good condition, free of marks, scratches or any visible damage. {R}
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}
- 9.2.6 Ceilings shall be free of stains and broken tiles. {R}
- 9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}
- 9.2.8 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}
- 9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}
- 9.2.11 Employees' personal belongings shall not be visible to customers. {R}
- 9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}
- 9.2.13 Television monitors shall be clear, visible and in good working condition. {R}

**9.3 Standards of Functionality**

- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}
- 9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area—23 foot-candles.** {H}
- 9.3.3 Music system shall be clear and audible with appropriately set volume level. {H}

## **9.0 – Food & Beverage Services** (continued)

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9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

### **9.4 Signs, Directions, and Information**

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators shall prominently display “Street Pricing” signing. {R}

9.4.3 Tip receptacles are not permitted. {R}

9.4.4 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.5 Hours of operations shall be prominently displayed and fully observed. {R}

9.4.6 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.7 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.9 Food and Beverage areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.10 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.11 There shall be no unauthorized postings. {R}

### **9.5 Standards of Food and Beverage Employees**

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

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and “thank you” or an appropriate pleasant closing. {R}

## **9.0 – Food & Beverage Services** (continued)

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- 9.5.3 Employees shall always give correct change. {R}
- 9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}
- 9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}
- 9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 9.5.7 Any complaints shall be dealt with promptly. {R}

### **9.6 Standards of Product**

- 9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}
- 9.6.2 Menus shall be well designed, clean and display the correct prices. {R}
- 9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}
- 9.6.4 No items shall remain on shelves past expiration dates. {H}
- 9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}
- 9.6.6 Hot food shall be delivered hot and cold food shall be delivered cold. {R}
- 9.6.7 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

## **10.0 - Baggage Claim**

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### **Baggage Claim General Requirements**

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Public Address System (PAS) shall be available. {H}
- c) Information display on baggage belt shall be available. {R}

### **10.1 Standards of Cleanliness**

- 10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}
- 10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}
- 10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}
- 10.1.5 Ceilings shall be clean and free of dust. {R}
- 10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}
- 10.1.7 Seating shall be clean and free of stains. {R}
- 10.1.8 Windowsills shall be free of dust and debris. {R}
- 10.1.9 Windows shall be clean and free of streaks and smudges. {R}
- 10.1.10 Walls and columns shall have a clean appearance, free of dirt and marks. {R}
- 10.1.11 Conveyor curtains shall be clean and free of dirt and debris. {R}

### **10.2 Standards of Condition**

- 10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 10.2.4 Heating and air conditioning units shall be in good working condition. {R}
- 10.2.5 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

## **10.0 – Baggage Claim** (continued)

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- 10.2.6 Seating shall be free of rips, tears and broken parts. {R}
- 10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}
- 10.2.8 Windows shall be in good condition, free of scratches or marks. {R}
- 10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 10.2.11 All light fixtures shall be in working order with no visible broken parts. {R}
- 10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}
- 10.2.13 Conveyor curtains shall be in good condition free of rips, tears and broken parts. {R}

### **10.3 Standards of Functionality**

- 10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}
- 10.3.2 The Public Address System shall be clear and audible. {H}
- 10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}
- 10.3.4 Television monitors shall be in good working condition. {R}
- 10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles.** {H}
- 10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}
- 10.3.7 Speed of arrival baggage delivery shall be consistent with industry practice ;and may vary depending on load factors, where the aircraft is parked (terminal gate or remote parking location), domestic or international flights but in all cases baggage delivery shall not exceed:
  - For all aircraft, the first bag shall be delivered within fifteen (15) minutes after block time or after the first passenger arrives in the baggage claim area. {H}
  - For narrow-body aircraft, the last bag shall be delivered within thirty (30) minutes after block time. {H}
  - For wide-body aircraft, the last bag shall be delivered within fifty (50) minutes after block time. {H}

## **10.0 – Baggage Claim** (continued)

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10.3.8 Accuracy of baggage delivery shall not exceed monthly average of mishandled baggage as published by the US DOT Air Travel Consumer Report. {H}

### **10.4 Signs, Directions, and Information**

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **11.0 - Ground Transportation & Welcome Centers**

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### **11.1 Standards of Cleanliness**

#### **Welcome Centers**

- 11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}
- 11.1.2 Computers and monitors shall be clean and free of dust. {R}
- 11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}
- 11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

#### **On-Airport Bus Services**

- 11.1.5 All vehicle lighting shall be clean and free of debris. {R}
- 11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.7 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}
- 11.1.10 Seating shall be clean and free of graffiti. {R}

#### **Permittee Services**

- 11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.12 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}
- 11.1.14 Seating shall be clean and free of graffiti. {R}

**Bus Shelters**

- 11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.16 All bus shelter interiors shall be clean and free of debris. {R}
- 11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}
- 11.1.19 Seating shall be clean and free of graffiti. {R}
- 11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}
- 11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

**11.2 Standards of Condition**

**Welcome Centers**

- 11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 11.2.2 Computers and monitors shall be in good working condition. {R}
- 11.2.3 All telephones, including self-service phones shall be in good condition. {R}
- 11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}
- 11.2.5 Employee's personal belongings shall not be visible to customers. {R}

**Airport Bus and Permittee Services**

- 11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}
- 11.2.7 Vehicular body damage shall be repaired promptly. {R}
- 11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

## **11.0 – Ground Transportation & Welcome Centers** (continued)

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- 11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}
- 11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}
- 11.2.11 Employee's personal belongings shall not be visible to customers. {R}
- 11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

### **Permittee Services**

- 11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}
- 11.2.14 Vehicle interiors shall be in good condition. {R}
- 11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}
- 11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

### **Bus Shelters**

- 11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}
- 11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}
- 11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

## **11.3 Standards of Functionality**

### **Welcome Centers**

- 11.3.1 All customer care representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}
- 11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}
- 11.3.3 All buses must be equipped with automated recording announcements or the bus drivers must make audible announcements of the airport terminal or bus stops. {H}
- 11.3.4 Computers and monitors shall function properly, {R}
- 11.3.5 All telephones, including self-service telephones, shall function properly. {R}

***On-Airport Bus Services***

- 11.3.6 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.7 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.8 Doors shall operate properly and easily. {H}
- 11.3.9 Waiting time during peak periods shall not exceed fifteen (15) minutes. {R}
- 11.3.10 Public Address systems and announcements shall be clear audible, and up to date. {R}
- 11.3.11 Handicapped lifts or “kneeling bus” apparatus shall function properly as referenced to Standard 19.0 “Passengers with Reduced Mobility”. {R}

***Permittee Services***

- 11.3.12 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.13 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.14 Only authorized permittees shall make pick-ups at designated areas. {R}

**11.4 *Signs, Directions and Information***

***Welcome Centers***

- 11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.2 Welcome Center waiting area shall be clearly identified. {R}
- 11.4.3 All transportation information shall be accurate and up to date. {H}
- 11.4.4 All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

***On-Airport Bus Services***

- 11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}
- 11.4.6. Pick-up locations shall be clearly designated. {R}
- 11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.8. All “Variable Message Signs” shall operate properly and display the correct information. Red “LED” (Light Emitting Diodes) signs shall not be used in new applications. {R}
- 11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

***Bus Shelters***

- 11.4.10. Bus wait times shall be prominently displayed. {R}
- 11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

**11.5 *Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)***

- 11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}
- 11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within fifteen (15) minutes of the agreed upon pick-up time at the Welcome Center. {R}

## **12.0 - Taxi Dispatch Service**

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### **12.1 Standards of Cleanliness**

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

### **12.2 Standards of Condition**

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

### **12.3 Functionality**

- 12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}
- 12.3.2 Queues for taxi service shall not exceed twenty (20) customers on line or customers shall not wait more than ten (10) minutes. {H}

### **12.4 Signs, Directions, and Information**

- 12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}
- 12.4.3 Taxi rate information must be posted or be provided to the passengers. {R}

### **12.5 Standards of Taxi Dispatch Employees**

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

- 12.5.1 Taxi dispatch employees must be knowledgeable regarding taxi fares, tolls and distances to locations. {H}
- 12.5.2 Taxi dispatch employees shall not solicit or accept any tips. {H}

## **13.0 - Parking Lots & Garage Services**

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### **13.1 Standards of Cleanliness**

- 13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}
- 13.1.2 Escalators and elevators shall be clean and free of debris. {R}
- 13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}
- 13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}
- 13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}
- 13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}
- 13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}
- 13.1.9 Drains shall be clear and free of debris. {R}
- 13.1.10 Unpleasant odors shall not be detected. {R}
- 13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

### **13.2 Standards of Condition**

- 13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}
- 13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}
- 13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}
- 13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}
- 13.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

### **13.0 – Parking Lots & Garage Services** (continued)

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- 13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}
- 13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}
- 13.2.11 Striping shall be visible. {R}
- 13.2.12 Unattended baggage carts and wheelchairs shall be returned to dispenser racks or appropriate location promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 13.2.13 All fences and barriers shall be well maintained, rust free and properly secured. {R}

#### **13.3 Standards of Functionality**

- 13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations within twenty (20) minutes of the customer's request. {H}
- 13.3.3 All equipment shall be functioning and in good working order. {R}
- 13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}
- 13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}
- 13.3.6 Escalators and elevators shall be in working order. {R}
- 13.3.7 Elevator button lights and switches shall be operational. {R}
- 13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}
- 13.3.9 A "red light" shall be displayed indicating a closed lane. {R}
- 13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

**13.4 Signs, Directions, and Information**

- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.5 Signing for “help” phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.6 A plaque with the cashier’s name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}
- 13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

**13.5 Standards of Parking Employees**

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

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

## **14.0 - Construction**

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

### **14.1 Standards of Cleanliness**

- 14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}
- 14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

### **14.2 Standards of Condition**

- 14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}
- 14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}
- 14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}
- 14.2.5 Floors shall be dry and free of spills or water. {R}
- 14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}
- 14.2.7 All light fixtures shall be in working order with no visible broken parts. {R}
- 14.2.8 No unpleasant odors shall be emitted from the construction site. {R}
- 14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}
- 14.2.10 Construction workers shall obtain and prominently display official identification. {H}

**14.3 Standards of Functionality**

- 14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}
- 14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}
- 14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}
- 14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

**14.4 Signs, Directions, and Information**

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

## **15.0 - Charter Operations**

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These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers. All standards in this section are rated as high priority.

### **15.1 Standards for Representation**

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

## **15.0 – Charter Operations** (continued)

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

### **15.2 Standards for Information**

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

### **15.3 Standards for Services in case of flight delay or cancellation**

- 15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.
- 15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.
- 15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

## **16.0 - Ramp and Airside Areas**

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

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

### **16.1 Standards of Ramp Cleanliness**

- 16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}
- 16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}
- 16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}
- 16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}
- 16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}
- 16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}
- 16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}
- 16.1.9 All drains shall be clear and free of debris. {R}
- 16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}
- 16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

### **16.2 Standards of Equipment Cleanliness**

- 16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}
- 16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

## **16.0 – Ramp & Airside Areas** (continued)

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- 16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}
- 16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}
- 16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

### **16.3 Standards of Ramp Condition**

- 16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}
- 16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}
- 16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}
- 16.3.4 All light fixtures shall be in working order with no visible broken parts. {R}
- 16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}
- 16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}
- 16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}
- 16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

### **16.4 Standards of Equipment Condition**

- 16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}
- 16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}
- 16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

**16.5 Standards of Equipment Functionality**

- 16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}
- 16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}
- 16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}
- 16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}
- 16.5.5 Ramp equipment and cargo including containers shall be staged in an orderly fashion. {R}
- 16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}
- 16.5.7 Aircraft loading bridges shall be in good working order. {R}
- 16.5.8 Interline baggage transfer equipment shall be in good working order. {R}
- 16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

**16.6 Signs, Directions, and Information**

- 16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

## **17.0 - Assistance to Stranded Passengers**

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In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

### **The Following Defines “Stranded Passengers”**

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and one (1) hour on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

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

### **The Following Defines “Areas of Responsibility”**

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

#### **17.1 Assistance to passengers stranded on board an aircraft**

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

**17.2 Assistance to passengers stranded inside the terminal**

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

**17.3 Passengers with Reduced Mobility**

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

**17.4 Arriving flight information provided to the general public**

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

## **18.0 - AirTrain Stations and Vehicles**

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### **18.1 Standards of Cleanliness**

#### **Stations: Interior**

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

**Stations: Exterior**

- 18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}
- 18.1.19 Windows shall be free of streaks and smudges. {R}
- 18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 18.1.21 Awnings, where present, shall be clean at all times. {R}
- 18.1.22 Walls shall be clean and free of graffiti. {R}
- 18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.24 Seating shall be clean and free of stains. {R}

**Trains:**

- 18.1.25 Exteriors shall be clean and have a freshly washed appearance. {R}
- 18.1.26 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}
- 18.1.27 Seating shall be clean and free of stains. {R}
- 18.1.28 Walls shall be clean and free of graffiti and scratches. {R}
- 18.1.29 Ceilings shall be dust free and unsoiled. {R}
- 18.1.30 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}
- 18.1.31 Floors shall be dry, free of spills and water. {H}
- 18.1.32 Windows shall be free of streaks and smudges. {R}
- 18.1.33 Doors shall be clean. {R}
- 18.1.34 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.35 Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

**18.2 Standards of Condition**

**Stations: Interior**

- 18.2.1 Seating shall be free of missing or broken parts. {R}
- 18.2.2 Tile and floors shall be free of large gouges, cracks and missing pieces. {H}
- 18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}
- 18.2.4 Planters shall be in good condition, free of any visible damage. {R}
- 18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}
- 18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}
- 18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}
- 18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 18.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}
- 18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}
- 18.2.13 Heating and air conditioning units shall be in good working condition. {H}
- 18.2.14 Escalators and elevators shall be in working condition. {R}
- 18.2.15 Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be in good condition, with no visible damage. {R}
- 18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.2.17 Employees' personal belongings shall not be visible. {R}
- 18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

**Stations: Exterior**

- 18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}
- 18.2.20 Entrance and exit doors shall be in good working order. {R}
- 18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}
- 18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}
- 18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}
- 18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}
- 18.2.27 Snow and ice shall be removed from walkways, roadways and guide ways to prevent any safety hazard. {H}
- 18.2.28 Roadways shall be well maintained and free of potholes. {R}
- 18.2.29 Baggage carts shall be readily available. {R}

**Trains**

- 18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}
- 18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}
- 18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}
- 18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}
- 18.2.34 Seating shall be free of tears, rips or graffiti. {R}
- 18.2.35 Doors shall be in good working order. {H}
- 18.2.36 Passenger Information Display System (PIDS) shall be in good condition with no visible damage. {R}

### **18.3 Standards of Functionality**

#### **Stations: Interior**

- 18.3.1 Flight Information Display System (FIDS) and Train Information Display System (TIDS), shall be clear, visible and accurate. {R}
- 18.3.2 Elevator button lights and switches shall be operational. {R}
- 18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}
- 18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 18.3.5 Public address systems shall be clear and audible. {R}

#### **Stations: Exterior**

- 18.3.6 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

#### **Trains:**

- 18.3.8 Waiting times at EWR shall not exceed:
  - Three (3) minutes, between the hours of 1100 and 2000
  - Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
  - Twenty-four (24) minutes between 2400 and 0500
- Waiting times at JFK shall not exceed:
  - Nine (9) minutes, between the hours of 0600 and 1430
  - Nine (9) minutes, between 1430 and 0000
  - Thirteen (13) minutes, between 0000 and 0600

- 18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 18.3.10 Automated announcements shall be audible and up-to-date. {R}
- 18.3.11 Public Address systems shall be clear and audible. {R}
- 18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

**18.4 Signs, Directions, and Information**

- 18.4.1 Route/destination signing shall be clearly posted. {R}
- 18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}
- 18.4.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with Port Authority Aviation Signing and Wayfinding Standards.{R}
- 18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}
- 18.4.5 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate. {R}
- 18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 18.4.7 Telephones and/or call boxes shall be easily identified. {R}
- 18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## ***19.0 - Assistance to Passengers with Reduced Mobility***

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### **Definition of “Passengers with Reduced Mobility”**

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

1. Persons with disabilities as defined by the American with Disabilities Act—An individual is “disabled” if he or she meets at least any one of the following tests:
  - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
  - He or she has a record of such an impairment
  - He or she is regarded as having such an impairment
2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers’ requiring/requesting the aid of a mobility assistance representative.

### **Relevant Standards and Regulations**

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

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

### **Areas of Responsibility**

- a. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.
- b. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

## **19.0 - Assistance to Passengers with Reduced Mobility** (continued)

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c. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

d. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

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

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

19.2.2 Passengers with Reduced Mobility shall not be left unattended at any AirTrain platform or station. {H}

19.2.3 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.4 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.5 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.6 Unaccompanied minors shall not be left unattended. {H}

19.2.7 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.8 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.9 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

### **19.3 On-Airport Assistance to Passengers with Reduced Mobility**

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

- 19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}
- 19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

**19.4 Provision of Wheelchairs to Passengers with Reduced Mobility**

- 19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}
- 19.4.2 Airlines shall each provide boarding wheelchairs and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}
- 19.4.3 All wheelchairs may be subject to an inspection of:
- a. Armrests—sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
  - b. Wheelchair back—upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;
  - c. Seats, cross braces and frames—upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;
  - d. Wheel locks—securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
  - e. Large wheels—no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
  - f. Casters—check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,
  - g. Footrest/leg rest—check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

## **19.0 - Assistance to Passengers with Reduced Mobility** (continued)

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- 19.4.4 All wheelchairs shall be well maintained and in good condition. {R}
- 19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}
- 19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}
- 19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}
- 19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}
- 19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

### **19.5 Signs, Directions and Information**

- 19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **20.0 - Public Circulation and Queue Management**

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### **The Following Defines "Circulation Areas"**

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

### **The Following Defines "Queuing Area"**

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

### ***Areas of Responsibility***

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

### **20.1 *Standards for Managing Passenger Circulation***

- 20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}
- 20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

## **20.0 - Public Circulation and Queue Management** (continued)

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- 20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}
- 20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}
- 20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}
- 20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}
- 20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}
- 20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}
- 20.1.9 Objects shall not interfere with the public's visual field so as to affect public orientation and understanding of designated flow paths. {R}

### **20.2 Standards for Managing Passenger Queuing Areas**

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

**20.3 Stanchion Appearance and Locations**

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

## **21.0 - Orderly Evacuation and Resumption of Services**

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### **Definition of "Emergency Situation"**

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

### **21.1 Airline Assistance**

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

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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

### **21.2 Airport Tenant Responsibilities**

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

### **21.3 TSA Responsibilities**

- 21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.
- 21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.
- 21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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- 21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)
- 21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

### **21.4 Terminal Operator Responsibility**

- 21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.
- 21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.
- 21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.
- 21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.
- 21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.
- 21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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- 21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.
- 21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.
- 21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.
- 21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

### **21.5 Communication and Public Announcements**

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

### **21.6 Directions and Assembly Locations**

- 21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assemble in case of an emergency.
- 21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.
- 21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.
- 21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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- 21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.
- 21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.
- 21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

### **21.7 Departure Service Resumption Process**

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

### **21.8 Departure Service Resumption Process**

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

### **21.9 Passengers Needing Assistance**

- Persons with Reduced Mobility are defined in Standard 19.0
- 21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.
- 21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

### **21.10 First Aid Assistance**

- 21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.
- 21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

## **22.0 - Cargo Services**

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In addition to the standards listed below, some elements of Ramp and Airside Areas, Standard 16.0 may apply to the Cargo Services area.

### **22.1 Standards of Cargo Condition**

- 22.1.1 All cargo, both import and export, must be adequately protected from weather-related elements during the offloading process and subsequent drayage to the cargo warehouse. Plastic sheets are recommended where applicable.
- 22.1.2 All import cargo must be delivered to the cargo warehouse and shall not remain on the ramp areas.

### **22.2 Standards of Equipment Functionality**

- 22.2.1 Aircraft handling equipment should be positioned behind designated demarcation lines and safety areas at least thirty (30) minutes prior to aircraft arrival on blocks.
- 22.2.2 All aircraft handling equipment should be in good working order.

### **22.3 Standards of Ramp Unit Load Device (ULD) Handling**

- 22.3.1 All ULD's shall be stored off the tarmac, preferably on ULD storage racks in a designated cargo equipment area.
- 22.3.2 ULD's shall never be directly fork lifted at any time.
- 22.3.3 Slave dollies and loading vehicles and equipment shall be used when transporting ULD's.

### **22.4 Import Warehouse Operations**

- 22.4.1 All cargo shall be processed and made available for customer pick-up within designated time frames but no longer than four hours.
- 22.4.2 All cargo shall be stored in designated areas that are monitored to ensure prevention of theft or pilferage.
- 22.4.3 All cargo shall be stored in designated areas that will facilitate the expeditious delivery to consignees.

**22.5. Export Warehouse Operations**

- 22.5.1 All cargo must be checked-in and verified by supervisory staff.
- 22.5.2 All cargo must be staged or stored in areas designated for export cargo
- 22.5.3 Plastic sheets shall be used for export cargo loaded on non-structured ULD's to ensure protection from weather related elements.

**22.6 Dangerous Goods Handling**

- 22.6.1 Warehouse dangerous goods areas shall be separated from other cargo handling areas.
- 22.6.2 Warehouse dangerous goods areas shall be clearly marked.
- 22.6.3 The handling of dangerous goods cargo shall be in accordance with IATA and ICAO current dangerous goods regulations.
- 22.6.4 Designated dangerous goods areas should have sub-areas segregated by class of dangerous goods.
- 22.6.5 Qualified personnel shall perform the acceptance of dangerous goods.

**22.7 Valuable Cargo Handling**

- 22.7.1 Locked vaults and similar type facilities shall be designated for high value goods.
- 22.7.2 Valuable cargo shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.7.3 Surveillance cameras or security staff shall monitor valuable cargo areas at all times.
- 22.7.4 Valuable cargo shall be handled in accordance with industry standards and best practices.

**22.8 Vulnerable Cargo Handling**

- 22.8.1 Locked cages and similar type facilities shall be designated for vulnerable cargo.
- 22.8.2 Vulnerable goods shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.8.3 Surveillance cameras or security staff shall monitor vulnerable goods area at all times.

**22.9 Perishable Cargo Handling**

- 22.9.1 Perishable cargo shall be handled in accordance with IATA Perishable Handling Regulations.
- 22.9.2 Refrigeration and climate control specifications must be maintained according to shipper or consignee requirements.
- 22.9.3 Perishable cargo shall be stored in designated areas of the cargo warehouse.
- 22.9.4 Qualified personnel shall perform the acceptance of perishable cargo.

**22.10 Live Animal Handling**

- 22.10.1 Live animals shall be handled in accordance with IATA Live Animal Handling Regulations.
- 22.10.2 Live animals shall be handled in designated areas of the cargo warehouse.

**22.11 Import Operations**

- 22.11.1 All documents shall be processed in a timely manner when picking up cargo but not later than fifteen (15) minutes.
- 22.11.2 All irregularities shall be documented.

**22.12 Export Operations**

- 22.12.1 Documentation shall be accepted and checked-in a timely manner, but not longer than fifteen (15) minutes.
- 22.12.2 Cargo shall be manifested according to specific instruction provided prior to flight manifesting time frames.

**22.13 Cargo Public Areas**

- 22.13.1 All public areas shall be clean, well maintained and free of unpleasant odors.
- 22.13.2 All public areas shall be well lit with all light fixtures in working order with no visible parts.
- 22.13.3 Counters shall be neat, organized and clean.
- 22.13.4 Floors shall be clean and free of debris.

**22.14 Signs, Directions and Information**

- 22.14.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.14.2 Illuminated signs shall be in proper working order.
- 22.14.3 There shall be no unauthorized postings.
- 22.14.4 Airline and general tenant names shall be clearly posted and be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.15 Signs shall clearly identify location of services provided.
- 22.16 All signs shall be clearly visible to customers.

**22.17 Landside Parking**

- 22.17.1 An adequate number of customers parking shall be provided based on facility specifications.
- 22.17.2 All designated customer parking shall be well marked.
- 22.17.3 Customer parking areas shall be in good condition, free of potholes and debris.
- 22.17.4 All designated truck parking shall be well marked.
- 22.17.5 Truck parking areas shall be in good condition, free of potholes and debris.
- 22.17.6 Truck parking shall be free of object that may impede the flow of goods into the warehouse.
- 22.17.7 All striping demarcations shall be visible.

**22.18 Landside Truck Docks**

- 22.18.1 All truck dock doors shall be well list with all light fixtures in good working order with no visible broken parts.
- 22.18.2 All truck dock doors shall be clearly marked.

**22.19 Standards of Cargo Employees**

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

- 22.20.1 Staff shall be fully trained in the applicable ramp handling and aircraft loading processes.
- 22.20.2 All aircraft handling equipment must be operated in a safe and secure manner consistent with Port Authority Airport Rules and Regulations.
- 22.20.3 One (1) marshaller and two (2) wingwalkers shall be utilized for aircraft arrival and departure.
- 22.20.4 FOD checks shall be conducted thirty (30) minutes prior to aircraft arrival and thirty (30) minutes after aircraft departure.

## ATTACHMENT N– CONTROL REQUIREMENTS

This section includes the following:

- I. APPLICATION CHECKLIST
- II. WEB-BASED APPLICATION CHECKLIST
- III. CONTROL SECURITY REQUIREMENTS
- IV. DISASTER RECOVERY PLAN CHECKLIST
- V. SECURITY ADMINISTRATION FUNCTION
- VI. SYSTEM ADMINISTRATION & OPERATION MANUAL REQUIREMENTS
- VII. SECURITY REQUIREMENT

### I. APPLICATION CHECKLIST:

#### A. *General*

- Overview of the application, what the function is, who uses the application, and where it is physically located.
- Documented procedures, flowcharts and processes maps.
- Physical access to the application hardware should be appropriately restricted.
- If vendor(s) support the application, a vendor contract and service level agreement should be in place. The SLA should have provisions for uptime, performance monitoring, updates, etc.
- The application should have the PA's warning banner on the login screen.
- Remote access should be restricted and documented in accordance with PA policy.
- Determine what form of output is possible through the application.

#### B. *Hardening of operating system/database that supports the application:*

- Disable unnecessary ports/services.
- Remove all samples from the box.
- Change all default passwords; delete all default content and scripts.
- Limit user account access.
- Document system accounts like administrator, root, oracle, and sys.
- Document user/group access rights
- Users/groups should be setup with least access required to perform job responsibilities.
- Follow PA password standards (90-day expiration, lockout after 3 incorrect password attempts, concurrent logins, 6 alphanumeric characters)
- Set "automatic session timeout" to 15 minutes of inactivity and require user to log back in with a valid ID and password.
- Implement access control at the database level (i.e. user roles and permissions, passwords, secure links)
- Apply all new patches and fixes to operating system and application software for security.

- Use secure encrypted remote access methods.
- If the application is a web application, log (and monitor) web traffic and trend the activity looking for abnormal activity.
- Ensure that appropriate security and vulnerability assessment tools are running.

*C. License Management*

- Ensure that application licensing requirements are documented, reviewed and maintained.
- Application licenses should be current/valid and individuals/groups with application access should have completed the necessary access request forms and adhere to licensing requirements.

*D. Logical Access Controls*

- Procedures to grant/revoke access should be documented.
  - Access request forms for adding/modifying/deleting users should be used.
- Ensure that security administrator procedures exist to:
  - create/remove application access in a timely manner
  - review user roles/permissions
- Validate that all users have accessed the application within the past 90 days.
  - Review dormant accounts
- Ensure that password controls for the application are consistent with PA requirements
  - Passwords must be at least 6 alphanumeric characters long
  - Passwords must be changed every 90 days
  - Passwords must not be shared
  - UserID accounts should be locked after a three logon failures.
- Password file should be securely stored with limited access and encrypted.
- Application forces initial passwords to be changed and the initial passwords should not be easily guessable.
- Each user has a unique userID.
- Should have a segregation of duties/roles.
  - Roles are setup with least access required to perform job responsibilities.

*E. Application Controls*

**E.1 Data Validation & Input Controls**

- The application should have input controls to verify the validity of the data entered.

**E.2 Data Retention and Management**

- All data should be classified according to its sensitivity (confidential, etc) and protected accordingly.
- Data archive strategy should be documented and in place.
  - Should specify how long active data is kept.
- Sensitive data like credit card #s and social security #s should be encrypted.

### **E.3 Application Interfaces**

- Interface file should be secured and archived.
- Reconciliation of data should be done on a batch record and totals. Detail data reconciliations should be completed on periodic basis.

### **E.4 Processing Controls**

- Application databases/interfaces should have the necessary controls to prevent processing of inaccurate, duplicate, or unauthorized transactions and producing inaccurate outputs.
- Controls to ensure that all data is processed and accounted for should be in place.
- Rejected items should be logged, tracked and resolved in a timely manner.

### **E.5 Change Management**

- Processes and tools should be used to report, track, approve, fix, and monitor changes on the application.
- The application and all changes to the application should be tested before being put into production.
  - Documentation of approval for change and evidence of testing should be in place.

### **E.6 Application Logging, Audit Trails and Record Retention**

- Users and roles should be tracked and reviewed
  - Maintain documentation
- All failed logon attempts should be logged.
- All sensitive transactions and changes should be logged and an audit trail created.
- Audit trails should contain who made the change, when it was made, and what was changed.
- Only the security administrator should have access to change or delete these logs or audit trails.
- Audit trails should be reviewed by the business owner(s) and security administrator.

### *F. Management Reporting*

- Management reporting should be produced through the application.
- Transaction logs should be maintained.

### *G. Contingency Planning, Disaster Recovery and Backup Management*

- A Business contingency plan and a disaster recovery plan for the application should be documented.
- Plans should be tested and the outcomes of the tests (success/failure) should be documented.
- Backup copies of these plans should be stored off-site.
- Backup procedures should be documented and regular backups of the application and the application data should be stored off-site.

- Application executables should be stored off-site or in escrow.
- Application configurations should be documented and backed-up.

#### *H. Performance Monitoring*

- Incident monitoring procedures should be documented and incidents logs should be reviewed to ensure that appropriate action is taken.
- Performance statistics should be examined and reviewed periodically by system administrators/business owner(s).
  - There should be SLA and /or requirement with the vendor for “uptime”.

## **II. WEB-BASED APPLICATION CHECKLIST**

- Need SSL Certificate – All sessions need to be encrypted.
- If using session cookies, cookies should expire within 12 hours after the user’s last request.
- Invalidate the session cookies/token on the server when the user logs out or leaves the site.
- Session cookies should be assigned randomly (non-sequential).
- Change session cookies or tokens when the user moves from protected to non-protected areas.
- Ensure that session cookies/tokens are non-persistent and are not written to user browser’s history or cache.
- Password should follow the Authority’s standards – 90 day password expiration, minimum of password length of 6 alpha-numeric characters
- Session automatic logout should be set to 15 min of inactivity. At that point the user should be required to log back in with a valid ID and password.
- After 3 incorrect password attempts, the account should be locked.
  - For internal applications -only reset via the helpdesk or security administrator of the site.
  - For customer service application - email forgotten password to known email address or via customer service screens after the user has been validated.
- Harden the operating system.
  - Close all unnecessary ports/services,
  - Remove all sample or non-production web sites from the server,
  - Change all default passwords
- Validate user inputs. Check input for appropriate/expected length.
- Ensure the application will not process SQL commands from the user browser
- Implement access control at the database level
  - User roles and permissions,
  - Passwords,
  - Secure links
- Ensure that the site is not susceptible to buffer overflows
- Restrict all end-user input to alphanumeric content.

- When errors occur provide users with generic non-descriptive error messages. (Don't report what the error is to the end-user.)
- Do not allow site pages to be cached by user browsers.
- If remote access is needed to administer the site, the users should be authenticated using a VPN with an RSA token to gain access to the site.
- There should be change management process and a content management system.
- Apply patches to the server, OS and database on a timely basis.
- Log and monitor web traffic and trend the activity looking for abnormal activity.
- Use intelligent IDS (intrusion detection system) or IPS (intrusion prevention system) to detect and block DoS (denial of service) attacks.
- Block an IP if there are numerous requests for the URL to prevent a possible attack. (IP scan)
- Secure application, logs, encryption keys, certificates and passwords on the production server and restrict access to administrators only. If possible, back up these items to another secured location.
- Do not use the production web server as a backup for itself for the site, application, and scripts (source code).
- Conduct regular audits, vulnerability testing, security scanners and md5 hash algorithm comparisons of the production site to a stored baseline.
- In the System Development Life Cycle (SDLC) process, ensure that there are application development and coding standards.
- If a firewall is in place, ensure that the HTTP, HTTPS, and SSL ports are the only services allowed through the firewall for the standard user to gain access to the site.
- The site should have a privacy statement and term of usage.
- Test site regularly. Ensure that links work.
- If the bandwidth is low or anticipated usage is expected to have high volumes or peak periods, an SSL Accelerator should be used.

### **III. CONTROL SECURITY REQUIREMENTS**

#### **System Configuration**

- Default accounts are secured/locked/or removed.
- Public and Guest accounts/profiles should be secured with no access.
- Controlled use of administrative accounts.
- Limited assignment of administrative privileges and roles.
- Access violation reports.
- Audit trails for operating, application and database systems
- Do not display last user who signed on
- No use of login scripts for accounts.
- LDAP compliant
- Encryption of data in storage and transmission of data via the network.
- Unnecessary services removed and/or disabled.
- Secured and approved remote access strategy.
- Data archiving in place.

- Data Retention Policy and Procedures in place.
- Requirement for user name and password
- System timeout for inactivity set to 15 minutes.
- All default settings or passwords changed.
- Test facility which replicates the production system.
- Patching up to date. Patch Management Procedures and documentation includes testing.
- Virus software and virus signature files implemented and maintained for currency.

### **Physical Protection**

- Appropriate fire suppression systems in place.
- Temperature and humidity monitoring.
- Environmental condition adequately controlled (no water, dirt, clutter) and monitored.
- Physical access secured by single authentication mechanism such as swipe card.
- Physical security adequate for equipment (locked cabinets).
- Security cameras installed in sensitive areas.
- Power surge protection and emergency power backup are in place.

### **Backup**

- Backup data maintained off-site
- System backup is encrypted.
- Full system backups exist.
- Backup tapes are tested periodically.

### **Access Controls**

- Background checks are performed on all personnel.
- Account expiration for contractors and consultants
- Account password is not the same as account name
- No concurrent login capabilities
- No accounts assigned to individuals who no longer require the account
- Default accounts are locked or secured.
- Accounts never logged into are removed.
- Accounts adequately identify the user – no generic accounts.
- Accounts not used by multiple individuals.
- Administrator account passwords adequately secured.
- Disabled accounts are deleted.
- No test accounts on production.
- No generic accounts.
- No excessive privileges on accounts – least privilege granted.
- Guest accounts are removed.
- Inactive accounts are removed
- Review of profiles, access levels, privileges

- Access reports by user and privilege
- All user account profile should include Employee ID number and full user name.
- Assigned Security Administrator
- Baseline tools or security products are implemented and run on a quarterly basis.
- Adequate network zoning.
- Adequate performance monitoring.
- Intrusion Detection System in place.
- Secured and authorized remote access.
- Firewalls in place.
- Warning message/banner.
- No modems (no dial up or wireless) unless authorized by the Authority's Agency Cyber Security Officer.

### **Password Controls**

- Password encryption enabled.
- Password uniqueness functions enabled.
- Passwords expire every ninety days.
- Forced password change at initial log on.
- Passwords set for a minimum of six characters, combination of letters, numbers, and special characters.
- Retention of unsuccessful login attempts and length of account lockout time set to PA standards.
- Password dictionaries
- Account lockout function enabled and set according to the Authority's standards.
- Password age in compliance with the Authority's standards

### **Documentation / Procedures**

- Security Administration Procedures documented
- Procedure for granting, modifying or deleting access to the system are documented
- Access request forms authorized
- Access request forms retained
- Access request forms are used to assign access
- Change Management procedures documented
- Test results documented
- Backup, restart and recovery procedures documented
- Disaster Recovery Plans and Business Resumption Plans documented and comprehensive.
- Documentation is current for System Manuals, Operating Instructions
- Documentation is up to date for Firewall rule sets.
- Inventory listings of equipment and software.
- Adequate training
- Password reset procedures controlled (Help desk function)
- System Administration procedures documented

- Data retention and archiving procedures documented
- Roles and Responsibilities defined and documented
- Virus Patch Management procedures documented
- Batch and Interface Management procedures documented
- Patch Management procedure documented
- Escalation procedures documented
- Incident Response procedures documented
- Incident and Error logging/tracking.
- Topologies exist and are up to date (system/network diagrams)
- System monitoring/performance
- Log reviews
- Management reporting – like Access Reports, Exception transaction reporting

#### **IV. DISASTER RECOVERY PLAN CHECKLIST**

Disaster recovery is a plan, which could be executed in the event of a total disaster in order to bring the computer systems back to a functioning whole. Typically, the disaster in question is one, which destroys a complete site that requires restoration of support, particularly Information Technology support. Most commonly considered causes of disasters are fire, explosion, flooding, hurricanes and tornados. Disaster recovery planning normally involves alternate locations for major systems as well as the planning and testing of switch over measures, emergency transportation and so on.

The Disaster Recovery plan should include at a minimum the following areas.

1. Disaster Recovery
  - Manager Responsibilities
  - Plan Administration
    - Distribution of the Disaster Recovery Plan – All team members, LAN and an offsite location should have a copy of the current plan and its attachments.
    - Maintenance of the Business Impact Analysis
    - Training of the Disaster Recovery Team
    - Testing of the Disaster Recovery Plan
    - Evaluation/Review of the Disaster Recovery Plan and Tests – the DR Plan should be reviewed and the DR Test should be performed at a minimum twice a year. Update the plan to reflect changes in activities, procedures, performance, staff, and etc. Set a regular time for the review.
    - Maintenance of the Disaster Recovery Test Results – Maintain copies of the test results and what scenarios and areas of the plan were tested.
2. Business Impact Analysis - Minimize the impact on the business with respect to dollar losses and operational interference
  - Critical Time Frame - Recover the system and/or component of the system within the critical time frames established and accepted by the user

community. This should include the time estimate of how long it would take to recover the whole system or any sub components.

- Application System Impact Statements - This area is where a business owner decision of what areas of the system has a priority in how it is brought back into normal operation. How long could these operations be performed without computer support?
    - Essential – Are systems or components of the system that are very critical and need to be back in operation immediately because the business cannot function.
    - Delayed – Are systems that are needed but could be delayed and could not adversely effect the business process.
    - Suspended – Are system or components that are not critical and can wait until the full system is back to normal operation.
  - Recovery Strategy & Approach
3. Disaster Definition – All possible interruptions should be defined, and then the steps to minimize their impact need to be documented. This includes loss of service due disk array failure, power loss, loss of network, loss of wireless network, loss of remote access, equipment, computer processor failures, etc.
- Detailed Recovery Steps for each Disaster Definition - This should be the technical steps to recover the different areas of the system like the Operating system, database, application, routers, firewall, and etc.
  - Escalation Plans and Decision Points
4. Data Center Systems – Dependencies should be notated.
- System Components- A copy of all essential office equipment and records should be stored off-site. Specify any special computer hardware, software, databases, networks or other technology.
  - Backup Strategy
    - Storage Rotation
    - Back-up Files
    - Off Site Storage of Back-up Files
    - Back-up Files Retrieval Process, Vendor information and Forms for Off Site Storage
  - Hardware
    - Hardware inventory for system in operation
    - Desktop Workstations (In Office)
    - Desktop Workstation location
    - Desktop Workstations (Offsite including at home users)
    - Laptops
  - Software
    - Software inventory of the system in operation
    - Systems, Applications and Network Software

- Communications
- Operations
- Off-Site Inventory
- Supplemental Hardware/Software Inventory

5. Escalation Plans and Decision Points

6. Disaster Recovery Emergency Procedures

- Plan Procedure Checklist - should have a checklist of the plan procedures and area for documenting exceptions where the plan was not adhered to and what was done in its place. Disaster Recovery Procedures in a check list with approval format.
- Disaster Recovery Organization – should have the full disaster recovery team listed by position or individual and what are their responsibilities. This section of the plan should include Port Authority and PATH personnel, PA/PATH management, and all vendors that work or have responsibilities during a disaster. This area should be reviewed semi-annually for updates and changes.
  - Recovery Organization Chart
  - Disaster Recovery Team & Recovery Team Responsibilities
  - Recovery Management & Senior Manager Responsibilities
  - Damage Assessment and Salvage Team & Team Responsibilities

Problems and Changes - Need to be documented and what was done to rectify them.

Essential Position – Require back-up personnel to be assigned.

7. Pre-Disaster - What steps need to be in place prior to a disaster for this plan to work? If there are any assumptions, they should be notated here.

- Recovery Management
- Damage Assessment and Salvage
- Hardware Installation

8. Contacts information - This area should be reviewed semi-annually for updates and changes.

- Disaster Recovery Team - This should include primary and secondary phone numbers, home address, emergency contact information, and their backups information.
- Vendor Phone/Address List – Include account information and account representative information.
- Command Center – Primary and Alternative site locations, hot spots, phone numbers, time scheduling

9. Post-Disaster – Detail what steps need to be taken to move from disaster mode back to normal operations.

## **V. SECURITY ADMINISTRATION FUNCTION**

Responsible for:

- Establishment of access rights, groups, profiles etc. for a system or application for which they are responsible and documenting their use and definitions.
- The development of security procedures which define the granting of access and the administration of security functions of their system or application. The ongoing review and update of these security procedures.
- Responsible for the development of add/change/delete access requests forms.
- The development of procedures for changing or deleting accounts or privileges when staff leave or change assignments. Execution of these procedures in a timely manner.
- Regular review of who has access to their data and determining if it is appropriate and still required.
- Ensuring that users are required to acknowledge, in writing, that they have been informed of the organization's position on security and confidentiality of information prior to access being given.
- Assigning appropriate expiration dates for accounts used by temporary/consulting staff.
- The development of procedures for responding to, documenting and escalating security incidents.
- The investigation and appropriate escalation of a security incident matter.
- Setting any global system or application controls (i.e. password controls, time out, concurrent logins) consistent with the Standards and Guidelines for Port Authority Technology.
- Restricting remote access and monitoring and reviewing the activity log. (Limit or no use of modems. Authorized modems should be configured according to the Authority's Standards and Guidelines for Technology and certified by the Authority's Agency Cyber Security Officer.)
- Development and review of reports such as provided by Kane Security Analyst, ISS or ESM security software to monitor areas of security exposure.

- Daily event log reviews for irregular activities and security violations.
- Keeps management and the business unit informed on security issues.
- Development of regular processing schedules for the production of security reports i.e. unsuccessful logon attempts, audit trail reports.
- Development of procedures for reviewing the reports and logs on a regular basis and taking appropriate corrective action.
- Responsible for ensuring that the system complies with the Authority's Standards and Guidelines for Port Authority Technology.
- Determining high-risk activities, establishing logs of those activities and tables and determining appropriate review cycles.
- Ensuring that operating system, database system and application security issues are coordinated.
- Keeping abreast of vulnerabilities of systems, databases, or application as they are discovered and patching them or implementing compensation controls.
- Development of procedures for the disposal of unneeded confidential data produced from the application.
- Ensure all system hardware (i.e.; servers, network communications rooms, backup tapes, etc.) and software are secured from tampering or damaging.
- Ensure that operating systems at a minimum complies with the Authority's Standards and Guidelines for Technology and industry standards.
- Document a virus protection and recovery plan.
- Firewall Administration, Firewall configuration, rules, logs, and patches
- Intrusion Detection System Administration, monitoring network traffic across the firewall and in the DMZ.
- Router and Switches Administration, configuration file, backups, patches, and change controls.

## **VI. SYSTEM ADMINISTRATION & OPERATION MANUAL REQUIREMENTS**

### **General Information**

- 1) Server name
  - a) IP address
  - b) Location
  - c) Operating system – version, patch level
  - d) Database – version, patch level
  - e) Application
- 2) LDAP and Domain Controller Configuration
- 3) Diagrams
  - a) Network topology
  - b) Application flowcharts

### **System**

- 4) System Configuration
- 5) System Applications and Services
- 6) Network Time Synchronization
- 7) Patch Management
  - a) Normal and Emergency Procedures
- 8) System Schedule
  - a) System downtime
  - b) System backups
  - c) System batch processing

### **Access Controls**

- 9) Roles / Profiles (Access Control List)
  - a) List of ACLs
  - b) Creation and updates to ACL
  - c) Testing and Approval of ACL
- 10) Granting and Revoking User Access
  - a) Access Request Forms
- 11) User Accounts and Access Reports
  - a) Generating Reports
  - b) Report Distribution and Report Approvals/Reviews

### **Password Controls**

- 12) Password Configuration
  - a) Length
  - b) Alpha/numeric
  - c) Password dictionary
  - d) Password age
  - e) Password expiration
- 13) Account Policies
  - a) Concurrent log in
  - b) Vendor/Consultant Account Expiration (usually the length of the contract)

## **Remote Access**

- 14) Strategy/Approach
- 15) Approvals

## **Operation**

- 16) Administrator(s) roles and responsibilities
  - a) Chart or description
- 17) Startup and Shutdown Server procedures
- 18) Batch processing
  - a) Production runs – list of batch programs with schedules
- 19) Backups
  - a) Schedule – frequency
  - b) Testing of tapes
  - c) Offsite locations
    - i) When picked up
    - ii) Where stored
  - d) Tape encryption
    - i) Each tape and/or disk files should have an external label
  - e) Tape destruction – scratching and disposal of tapes
- 20) Recovery
  - a) Procedures

## **Physical**

- 21) Server Location
  - a) Site Security
  - b) Server Mounting
    - i) Document the rack configuration and who has access to the rack keys
  - c) Environmental Controls
    - i) Humidity and Temperature Monitoring

## **Anti-Virus Management**

- 22) Engine and Definition Management
- 23) Emergency Updates
- 24) Remote Distribution Server

## **Change Management**

- 25) Testing Environment
- 26) Normal Procedures
- 27) Emergency Procedures
- 28) Requests are documented
- 29) Specific timetables/scheduling are documented
- 30) Documented reason for request and approvals

- a) name of requester
  - b) phone number and department
  - c) requester's signature
  - d) reason for change
  - e) List of modules that need to be changed
  - f) Supervisor's name
  - g) Supervisor's approval (changes must be approved by someone other than the requester).
- 31) Determine if priorities are assigned to the change requests.
- 32) Budget/costs are communicated to system owner.
- 33) Process used to control and monitor change requests (central repository/ tracking system).

### **Patch Management**

- 34) Procedures
- a) Operating System
  - b) Database
  - c) Application
- 35) Testing
- 36) Approvals
- 37) Remote Distribution

### **Reporting and Monitoring**

- 38) System Monitoring
- a) System Utilization and Performance
    - i) CPU
    - ii) Disk space
  - b) System Response time
- 39) System Reporting –
- i) Report generation schedule and distribution
  - ii) Review and approval
- a) System Performance
  - b) Audit Trails
  - c) Violation Reports

### **Problem & Incident Management**

- 40) Problem reporting/resolution tracking system
- a) Problems are appropriately logged and prioritized.
  - b) Corrective measures are documented.

### **Segregation of Duties**

- 41) Developers and or Programmer have no access to the production server.
- 42) OS administrators have no access to the Production database and application.

## **VII. SECURITY REQUIREMENT**

### Network architecture

- Diagram
- Router and Switch Configurations
- Firewall Configuration
- IDS Nodes and System Signatures
- Alerts and Logs
- Failover & Redundancy

### UNIX

- Administration
- Port and Services (unnecessary)
- Utilities (unnecessary)
- Access Rights/ Segregation of Duties
- Redundancy / Data Replication
- System Log & Violation Logs
- Root
- Vulnerability Scanner

### Windows

- Administration
- Services and Ports (unnecessary)
- Utilities (unnecessary)
- Access Rights/ Segregation of Duties
- Patches
- System Log, Audit Trails & Violation Logs
- IIS
- Administrator & Guest
- Vulnerability Scanner

### Oracle

- Administration
- Services (unnecessary)
- Utilities (unnecessary)
- Access Rights/ Segregation of Duties
- Redundancy / Data Replication
- Audit Trail and Triggers
- Sys, System, Internal
- Vulnerability Scanner

### System Administration

- Batch Management & Processing
- System Monitoring (HP Open View & SNMP)
- Vulnerability Software & Baseline Tools (i.e. ISS & Tripewire)
- Patch Management (Proactive)

- Virus Management
- Instance Management
- Performance Monitoring
- Change Control - System, Application

#### Web Logic & XML

- SSL certificates (HTTPS)
- Key Generation & Management – Smart Card
- Access Rights/ Segregation of Duties
- Audit Trails & Violation Logs
- Java, SSL, Web Logic Patch Management

#### Remote Access

- Security
- Authentication and Integrity
- VPN such as Blue Ridge or otherwise approved mechanism
- PA Approval via the Authority's Agency Cyber Security Officer

#### Security Administration

- Review of Audit Trails and Violation Logs

#### Documentation

- System Administration Manuals
- Security Administration Manuals
- User Manuals

#### General

- Login Banner
- Physical Security
- System Defaults
- Authentication & Password Controls (90 day password expiration, 15 minute inactivity timeout, 3 unsuccessful login attempts, no concurrent logins, minimum password length of 6 alpha numeric characters)
- Escalation Procedures
- Incident Response Procedures
- Archiving
- Backup and Recovery
- Disaster Recovery (Plan & Testing)
- Business Resumption (Plan & Testing)
- Software Inventory
- Hardware Inventory
- Account Expiration for Consultants and Contractors
- Vulnerability Scanner