THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER, 21ST FL.
150 GREENWICH STREET
NEW YORK, NY 10007

REQUEST FOR PROPOSALS

ISSUE DATE: 11-16-2020

TITLE: Operate, Manage and Maintain the On-Airport Bus Fleet at the Port Authority of New York and New Jersey's Newark Liberty International Airport

RFP NO.: 6000000138

PRE-PROPOSAL WEBEX: NOVEMBER 24, 2020 TIME: 10:00 AM

QUESTIONS DUE DATE: NOVEMBER 30, 2020 TIME: 2:00 PM

RFP DUE DATE: DECEMBER 18, 2020 TIME: 2:00 PM

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1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

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

The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. For background with respect to the Authority, see www.panynj.gov. Additionally, the most recent electronic version of the Authority's Annual Report is available at http://www.panynj.gov/corporate-information/annual-reports.html.

The Port Authority is hereby seeking proposals from qualified firms to manage the operation and maintenance of Port Authority owned on-airport buses at Newark Liberty International Airport ("EWR" or "Airport") as more fully described herein.

B. Brief Summary of Scope of Work

The Contractor selected as a result of this Request for Proposals ("RFP") will operate, manage and maintain the on-airport bus fleet located at EWR, including but not limited to the following responsibilities:

a. Provide and manage scheduled bus service that will transport airport customers, employees and their baggage between designated bus stops, terminals and AirTrain stations at EWR.

b. Provide and manage contingency bus service that will transport airport customers, employees and their baggage to designated bus stops, terminal and AirTrain stations at EWR, or other locations during AirTrain disruptions, irregular operations, or special events as directed by Port Authority airport operations personnel.

c. Provide and manage preventive and remedial maintenance, cleaning, and vehicle charging and fueling regimens for the EWR bus fleet.

d. Provide monthly expense reports of preventive and remedial maintenance costs distinguishing between diesel-powered and electric buses for each bus within the EWR bus fleet.

e. Recommend, implement and oversee a re-lifing program to extend the service life of the existing EWR bus fleet.

This Contract will commence on or about May 1, 2021 and will consist of a three (3) year Initial Term, three (3) additional two-year (2-year) Option Periods and a 120-day Extension Period.

C. Deadline for Receipt of Proposals
The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

D. Vendor Profile
To ensure maximum opportunities, it is vitally important that Proposers keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at https://www.paprocure.com.

E. Submission of Proposals
The Port Authority has temporarily ceased receiving paper proposals and will only allow for the electronic submission of proposals**.**

Proposers are advised that their proposals must be electronically submitted as a readable Adobe PDF or in the format as provided by the Port Authority.

Electronic Proposals should be submitted via email only to the Bid Custodian at bidrfpsubmittal@panynj.gov. Each electronic Proposal submission must include all required information. The Port Authority may request an original, signed paper submission at any time following the RFP Due Date.

Each email submission should include the Due Date, RFP # and solicitation title.

If requested by the Port Authority, the paper submission must be identical to the electronic submission that was submitted by the RFP Due Date. In the event of a discrepancy, the electronic submission shall take precedence.

HAND DELIVERIES WILL NOT BE ACCEPTED.

Proposers should note that there is a limit to the size of attachments that can be received by the Port Authority's designated email account. That limit is 100MB. Additionally, Proposers must check their files to ensure they have submitted complete documents, i.e. no missing pages.

Proposers' internal networks may have limits on the size of emails they can send. Therefore, it is incumbent upon the Proposer to determine ahead of time that the file(s) being submitted can both be transmitted by their servers and accepted by Port Authority servers. If the files are too big, the Port Authority will accept Proposals in multiple emails, provided all parts which comprise a complete submission are received by the RFP Due Date and time and all emails should include the RFP # and title. Under this circumstance, Proposers should note in the description of the email that the Proposal will be arriving in multiple parts and include in the subject line the total number of components and which component, of the total, the particular transmission represents.

F. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Contracts Specialist listed on the cover page. All questions regarding this RFP should be submitted in writing to the Contracts Specialist at the email address listed on the cover page before the date and time noted.

The Contracts Specialist 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 Contracts Specialist 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 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 "Standard Contract Terms and Conditions" 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;
   City of New York, New York for services performed in New York, 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

The Pre-Proposal Meeting will be held via Webex only.
Date and Time: November 24, 2020 from 10:00 AM to 11:00 AM EPT
The Pre-Proposal Meeting will not consist of a Facility tour. No physical attendance allowed. In order to receive the phone number and Webex participation link, interested parties shall contact Ms. Stacie Mullins or Mr. Renner Rachel no later than 10:00 AM EPT the business day before the meeting at smullins@panynj.gov or rrachel@panynj.gov.

You will receive a Webex invitation via email which you must "Accept.

K. Additional Proposer Information

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

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

The Port Authority Board of Commissioners approved minimum wage requirements in the Fall of 2018 apply as set forth in the Rules that can be found at https://www.panynj.gov/airport/minimum-wage-rules.html. The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three categories will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted as set forth in the Standard Contract Terms and Conditions and any Underpayment Amounts in any of these categories will be subject to recovery by the Port Authority as set forth in the Standard Contract Terms and Conditions.

M. Personnel Assurance Program and Contractor Staff Background Screening

The Contractor awarded this Contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor and any subcontractors may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Contractor and its subcontractors as an out-of-pocket expense. Costs for staff that are rejected for a credential for any reason are not reimbursable.

Such background checks shall be performed through the Authority's personnel assurance program provider. The Secure Worker Access Consortium ("S.W.A.C.") is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877) 522-7922.

N. Automated Clearing House Enrollment

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

O. Safe Vehicle Operation

The Proposer may be required to demonstrate that it has a satisfactory Federal Motor Carrier Safety Administration (FMCSA) safety record and vehicle maintenance program. If applicable, the Proposer shall submit this safety information as may be required by the Port Authority, including, but not limited to:

1. Information about their overall FMCSA safety program;
2. Information about their drivers training program;
3. Information about their vehicle maintenance program;
4. Results of Commercial Vehicle inspections;
5. Information about actions taken to remedy safety issues and violations.

The determination that the Proposer's safety record and safety programs are satisfactory will be made by the Port Authority at its sole discretion.

2. SCOPE OF WORK

Of paramount concern to the Port Authority is its responsibility to provide a safe and efficient transportation service for the traveling public.

There are three (3) types on On-Airport Ground Transportation operations that will be covered in this Contract

(1) A scheduled bus service for transportation of airline passengers and other persons and their baggage between Lot P6 and three (3) airline terminals located in the Central Terminal

Area of the Airport and designated intermediate stops (the "Route A Service").

(2) A scheduled bus service for transportation of airline passengers and other persons and their baggage to the newly constructed Terminal One, effective in the 3rd or 4th Quarter of 2021 (the "Route B Service").

(3) A Contingency bus service for transporting airline passengers and other persons and their baggage between all Parking Lots, Garages, Terminals and other designated stops during planned or unplanned AirTrain service reductions or disruptions (the "Route C Service").

3. PROPOSER PREREQUISITES

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

A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the management, maintenance and operation of a business which provides on-airport bus fleets at an airport in the United States of America, transporting a minimum of one million (1,000,000) customers per year. 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. The Proposer shall have at least one (1) year of continuous experience immediately prior to the date of the submission of its proposal in the management, maintenance and operation of a business which provides and/or operates zero-emission electric buses in the United States of America. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had 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.

C. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least three (3) contract(s) for similar services of similar scope, including at least one (1) contract for these services at an FAA-designated large or medium hub commercial service airport.

D. The Proposer shall demonstrate that it has earned gross revenues of at least fifteen million dollars ($15,000,000.00) a year for the last three (3) fiscal or calendar year(s) for 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 prerequisites 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 joint venture 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, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal.

Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally."

All joint venture proposers must provide documentation of their legal status.

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

By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

A.

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

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

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

B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.

C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the prerequisites required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Management Plan and Work Approach

1. The degree to which the Proposer describes its plan to achieve the level of operational service, fleet uptime, diesel, hybrid and electric bus maintenance, and re-lifing goals as specified in the RFP, as well as the Proposer's detailed strategy for mustering its driver and maintenance resources in response to planned and unplanned surges in demand.
2. The clarity and feasibility of the Proposal, which shall include the Proposer's management philosophy, principles and programs to be utilized in performing the service, and which shall include consideration of the
    a. Proposer's proposed labor and supervisory staffing
    b. MBE/WBE subcontracting plan(s) and/or prior compliance with MBE/WBE subcontracting plan
    c. Certification of Environmentally Preferable Products/Practices
    d. On-site management plans and work plan
    e. Proposed quality assurance/quality control program;
    f. Proposer's plan to ensure compliance with the Contract insurance requirements, including, but not limited to:
        i. general liability
        ii. automobile liability
        iii. workers' compensation insurance
        iv. information about insurance compliance on other contracts with the Port Authority and its subsidiaries.

B. Cost of Proposal

The Total Estimated Contract Price (Exhibit 2B).

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of the RFP:

a. The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder.

b. Experience of Proposer's senior management team in managing employees and conducting employee management programs, including, but not limited to:

i) Security training
ii) OSHA safety training
iii) Customer care training
iv) Quality assurance and control programs
v) Disciplinary procedures
vi) Staff planning
vii) Payroll processing
viii) Recruiting procedures and maintenance of a stable workforce
ix) Utilization of technological advances in on-airport ground transportation and busing services
x) Contract management

c. Staffing Management

i) The Proposer's plan to ensure compliance with the Wage and Health Benefit requirements of this Contract including the quality of the proposed Health Benefits and other Supplemental Benefits;

ii) The Proposer's plan, if any, for retaining current employees for this Contract and providing for a stable labor force, including how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the Initial Term of the Contract;

iii) The Proposer's training, customer care and safe work environment plans for this Contract.

d. Business Risk

Consideration will be given to the degree of business risk assumed by the Port Authority. This will include, but not be limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract.

D. Background Check Plan (pass/fail)

The Proposer must submit a Background Check plan in accordance with this Contract, and the "Notification of Security Requirements" in the Standard Contract Terms and Conditions. Background checks shall be considered "pass/fail" in such plans.

6. MBE/WBE/SDVOB Subcontracting Provisions

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs),Women-owned Business Enterprises (WBEs), and most recently Service-disabled Veteran-owned Businesses (SDVOBs), and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The Contractor shall use every good-faith effort to provide for participation by Port Authority Certified Minority Business Enterprises (MBEs), Port Authority Certified Women-owned Business Enterprises (WBEs), and Service-disabled Veteran-owned Businesses (SDVOBs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

The Contractor shall use good faith efforts to achieve participation equivalent to twenty percent (20%) of the total Contract price for Port Authority certified MBEs, ten percent (10%) of the total Contract price for Port Authority certified WBEs and three percent (3%) of the total Contract price for Port Authority certified SDVOBs and/or SDVOBs certified in the States of New York or New Jersey.

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

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

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBE/SDVOBs as may be appropriate.

c. Soliciting services and materials from a Port Authority certified MBE/WBE/SDVOB. To access the Port Authority's Directory of MBE/WBE/SDVOB Port Authority certified firms go to http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html.

d. Ensuring that provision is made to provide progress payments to MBE/WBEs as defined in the prompt payment provision below.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Bidders are directed to use form PA3760A as the recording mechanism for the MBE/WBE Participation Plan, and PA3760SDV1 as the recording mechanism for the SDVOB Participation Plan annexed hereto and which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html.

Bidders shall include with their bids, an MBE/WBE/SDVOB Participation Plan for each MBE/WBE/SDVOB subcontractor, to be reviewed and approved by the Authority's Office of Diversity and Inclusion (ODI).

Each MBE/WBE Participation Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of the MBE/WBE/SDVOB: Provide the name and address of MBE/WBE/SDVOB 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 dollar value and percentage of MBE/WBE/SDVOB participation expected to be achieved.

- Scope of Work: Describe the specific scope of work the MBE/WBE/SDVOBs will perform.

The MBE/WBE/SDVOB subcontractors listed on the MBE/WBE/SDVOB Participation Plans must be certified by the Port Authority in order for the Contractor to receive credit toward the MBE/WBE/SDVOB goals set forth in this Contract. Please go to http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html to search for MBE/WBE/SDVOBs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Contract.

Subsequent to Contract award, all changes to any of the MBE/WBE/SDVOB Participation Plans must be submitted via a Modified MBE/WBE/SDVOB Participation Plan to the Manager for review and approval by ODI. For submittal of modifications to the MBE/WBE Participation Plans, Contractors are directed to use form PA3760B, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. For submittal of modification to the SDVOB Participation Plan, Contractors are directed to use for PA3760SDV2, which may be downloaded at https://www.panynj.gov/business-opportunities/become-vendor.html. The Contractor shall not make changes to its approved MBE/WBE/SDVOB Participation Plan or substitute MBE/WBE/SDVOB 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 MBE/WBE/SDVOB 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, a Statement of Subcontractor Payments (PA3968) which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. The Statement must include the name and business address of each MBE/WBE/SDVOB subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

Prompt Payment/Retainage

The Contractor agrees to pay each subcontractor under this Contract, for satisfactory performance of its subcontract, no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority. The Contractor agrees further to return retainage payments, if any,

to each subcontractor within ten days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Authority.

MBE/WBE/SDVOB Conditions of Participation

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

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

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

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

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

shall include copies of the rental or leasing agreements, and the names, addresses and terms quoted by other sources of equipment.

Counting MBE/WBE/SDVOB Participation

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

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

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

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

D. Broker's/Manufacturer's Representatives. One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE/SDVOB broker/manufacturer's representative will be counted toward the MBE/WBE/SDVOB goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

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

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

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

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

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

G. Joint Venture. Joint ventures between MBE/WBE/SDVOBs and non-MBE/WBE/SDVOBs may be counted toward the MBE/WBE/SDVOB goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE/SDVOB performs with its own forces. Please contact the Office of Diversity and Inclusion at (201) 395-3117 for more information about requirements for such joint ventures.

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their proposal, Attachment F, 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.

8. PROPOSAL SUBMISSION REQUIREMENTS

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

A. Letter of Transmittal

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

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorize to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

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

If an individual: a statement of residence;

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

B. Executive Summary

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

C. Agreement on Terms of Discussion

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

D. Certifications With Respect to the Contractor's Integrity Provisions

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

E. Code of Ethics for Port Authority Vendors

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

F. Documentation of Proposer Prerequisites

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

G. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the on airport busing 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. Management Plan and Work Approach

The degree to which the Proposer describes its plan to achieve the level of operational service, fleet uptime, diesel, hybrid and electric bus maintenance, and re-lifing goals as specified in the RFP, as well as the Proposer's detailed strategy for mustering its driver and maintenance resources in response to planned and unplanned surges in demand.

The clarity and feasibility of the Proposal, which shall include the Proposer's management philosophy, principles and programs to be utilized in performing the service, and which shall include consideration of the Proposer's proposed labor and supervisory staffing, MBE/WBE sub-contracting plan(s) and/or prior compliance with MBE/WBE subcontracting plan, Certification of Environmentally Preferable Products/Practices, On-site management plans and work plan , Proposed quality assurance/quality control program; and addressing how the Proposer will ensure compliance with the Contract insurance requirements, including, but not limited to:

v. general liability
vi. automobile liability
vii. workers' compensation insurance
viii. information about insurance compliance on other contracts with the Port Authority and its subsidiaries.

2. Cost of Proposal

The Total Estimated Contract Price (Exhibit 2B).

3. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of the RFP:

The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder.

Experience of Proposer's senior management team in managing employees and conducting employee management programs, including, but not limited to

i)Security training
ii) OSHA safety training
iii) Customer care training
iv) Quality assurance and control programs
v) Disciplinary procedures
vi) Staff planning
vii) Payroll processing
viii) Recruiting procedures and maintenance of a stable workforce
ix) Utilization of technological advances in on-airport ground transportation and busing services
x) Contract management

4. Staffing Management
The Proposer's plan to ensure compliance with the Wage and Health Benefit requirements of this Contract including the quality of the proposed Health Benefits and other Supplemental Benefits;

The Proposer's plan for retaining current employees for this Contract and providing for a stable labor force, including how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the Initial Term of the Contract;

The Proposer's training, customer care and safe work environment plans for this Contract.

5. Business Risk
Consideration will be given to the degree of business risk assumed by the Port Authority. This will include, but not be limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract.

6. Background Check Plan (pass/fail)
The Proposer must submit a Background Check plan in accordance with this Contract, and the "Notification of Security Requirements" in the Standard Contract Terms and Conditions. Background checks shall be considered "pass/fail" in such plans.

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

H. Acknowledgment of Addenda

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

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

I. Acceptance of Standard Contract Terms and Conditions

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

J. MBE/WBE Plan

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

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

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

A. Changes to this RFP

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

B. Proposal Preparation Costs

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

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

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

D. Ownership of Submitted Materials

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

E. Subcontractors

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

F. Conflict of Interest

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

G. Authorized Signature

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

H. References

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

I. Evaluation Procedures and Negotiation

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

J. Taxes and Costs

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

K. Most Advantageous Proposal/No Obligation to Award

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

L. Multiple Contract Awards

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

M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 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 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

10. ATTACHMENTS

- Attachment A: Agreement of Terms of Discussion
- Attachment B: Part I. Contract Specific Terms and Conditions; Part II. Standard Contract Terms and Conditions
- Attachment C: Proposal Reference Form
- Attachment D: MBE/WBE Participation Plan
- Attachment E: Statement of Contractor Payment
- Attachment F: Certified Environmentally Preferable Products/Practices
- Attachment G: Exhibits
- Attachment H: Contractor's Integrity Provisions

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

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

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

_____
(Company)

_____
(Signature)

_____
(Title)

_____
(Date)

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Rev. 01/27/17

ATTACHMENT B

PART I –CONTRACT SPECIFIC TERMS AND CONDITIONS

Section 1. General Agreement

The Contractor hereby agrees to provide and perform the on-airport ground transportation service(s) (the "On-Airport Ground Transportation Service(s)" or "Service(s)") at Newark Liberty International Airport ("EWR" or "Airport"). The Services to be provided are described in Section 3, entitled "Description of Services". The Contractor shall furnish all supervision, operation, bus maintenance, bus equipment asset preservation for the bus service, and labor, uniforms, equipment, materials, supplies and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of this Contract and any future changes herein. The Contractor shall assume and perform all other duties and obligations imposed upon it by this Contract.

Section 2. Definitions

As used in this Contract:

"Airport General Manager" or **"Manager"** means the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested under this Contract.

"Annual Period" means the twelve (12) months commencing on the Effective Date, and each of the twelve-month periods thereafter occurring during the term of the Contract, provided, however, that if the Effective Date commences on other than the first day of a calendar month, the first annual period shall include the portion of the month which the Effective Date falls following such date plus the succeeding twelve months and each subsequent annual period shall commence on the anniversaries of the first day of the first full calendar month following the month in which the Effective Date occurs.

"Agreement with respect to The Newark Marine and Air Terminals" or "City Lease" means the agreement made between the Port Authority and the City of Newark dated October 22, 1947, as the same may have been or may be amended or supplemented. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book I – 110 of Deeds at Parts 242 et seq.

"Airport Terminal Manager or Manager" shall mean the person of persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Contract.

"Straight-time" means the non-overtime hours actually worked by Employees under this Contract and includes the time an employee spends at roll call, whether or not paid; however, evening meal periods and relief time to be excluded, whether or not paid.

Section 3. Description of Services

The Contractor hereby agrees to provide and conduct the On-Airport Ground Transportation Service including, but not limited to the following:

The routes are as follows:

A. **"Route A" Service"-** A scheduled bus service for transportation of airline passengers and other persons and their baggage between Lot P6 and three (3) airline terminals located in the Central Terminal Area of the Airport and designated intermediate stops.

B. **"Route "B" Service"-** A schedule bus service for transportation of airline passengers and other persons and their baggage to the newly constructed Terminal One, effective in the 3rd or 4th Quarter of 2021.

C. **Route "C" Service"**- A Contingency bus service for transporting airline passengers and other persons and their baggage between all Parking Lots, Garages, Terminals and other designated stops during planned or unplanned AirTrain service reductions or disruptions

Bus routes and names may change due to construction, roadway changes and traffic mitigations.

In addition to the provision of bus service, the Contractor shall be responsible for operations and maintenance as further set forth in this Attachment B, Part I, Contract Specific Terms and Conditions.

Section 4. Duration of Contract

(a) The term of the Contract shall be for a three (3) year term commencing on or about May 1, 2021 at 12:00AM ("the Effective Date") and unless sooner terminated, revoked or extended as provided for in this Contract, shall expire at 11:59 P.M. on the day preceding the third anniversary of the Effective Date ("the Expiration Date"). The initial term of the Contract shall sometimes be referred to as the "Initial Term".

(b) The Port Authority shall have the right to extend this Contract for three (3) additional two-year (2-year) periods ("Option Periods" or "Option Years") from the Expiration Date originally fixed herein upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date of this Contract as the same may be extended from time-to-time hereunder, the Port Authority may send a notice of intention to extend the term of this Contract, and the term of the Contract shall be extended for the applicable extension period subject only to adjustment of charges as hereinafter provided.

(c) The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date or the last year of the Option Period, if any, subject to the same prices, terms and conditions in effect during the last year of the Initial Term or the last year of the Option Period as the case may be. The charges payable to the Contractor during the last year of the Initial Term or the last year of the Option Period shall remain in effect during this additional extension period without adjustment. The Port Authority will advise the Contractor in writing at least thirty (30) days prior to the Expiration Date that the Contract term is so extended.

Section 5. Billing and Payment Provisions

(a) The Contractor hereby specifically acknowledges and agrees that the Services to be paid for by the Port Authority hereunder shall be for Services actually provided during each monthly period under the Contract as hereafter defined in accordance with the amounts accepted by the Port Authority in Exhibit 2B of this Contract, the Cost Proposal Form.

No additional compensation is provided hereunder for services provided on Holidays. Services performed on Holidays will be compensated according to the applicable Hourly Charges set forth in the Cost Proposal Form, as accepted by the Port Authority.

(b) The invoice setting forth the total monthly amount submitted by the Contractor must also separately list the name of the driver and the vehicle identification number of the vehicle used in the performance of the Service. The Contractor shall, in addition, furnish any and all pertinent information in connection with the invoiced amounts as may be required from time to time by the Port Authority. On or before the fifth day of the month following the month in which the Effective Date occurs, and on or before the fifth day of each and every calendar month thereafter, during the term of the Contract and any extensions thereof including the calendar month following the expiration of this Contract, the Contractor shall submit to the Port Authority an itemized invoice setting forth the total amounts due for the previous calendar month, specifically stating the amount due for each of the services provided and applying the appropriate rates thereto (hereinafter referred to as the "total monthly amount"). The form of submission of all invoices for payment to the Contractor by the Port Authority for services rendered under this Contract shall be directed by the Manager from time to time, including but not limited to, format and the breakdown of items. Within thirty days (30) upon the Port Authority’s verification of a true and correct invoice, the Port Authority will pay the total amount of such invoice.

(c) Payments of amounts for a period of less than a full calendar month shall be computed by multiplying the applicable monthly amount by a fraction of the numerator of which shall be the number of days this Contract was in effect during said month and the denominator of which shall be the number of days in said

month. Within thirty (30) calendar days upon the Port Authority's verification of a true and correct invoice, the Port Authority will pay the total amount of such invoice.

(d) In the event any statement required hereunder to be submitted to the Port Authority is not submitted within the time specified, then the time when the Port Authority is obligated to pay the amount covered by said statement to the Contractor, pursuant to this Section, shall be extended so that in all cases the Port Authority shall not be required to pay any amount to the Contractor prior to the fifth (5) day period set forth herein for payment.

(e) Final Payment, as the term is used throughout this Contract, shall be the Final Payment made for services rendered in the thirty-sixth (36th) month of the Term or, if the term is extended, the final payment made for the last month of the extended term. However, should this Contract be terminated for any reason prior to the final month of the Initial Term or prior to the last month of the Option Period or Extension Period, if applicable, then Final Payment shall be the payment for Services rendered in the month during which such termination becomes effective.

(f) The acceptance by the Contractor, or by anyone claiming by or through it, of Final Payment shall be and shall operate as a release to the Port Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of the Port Authority and others relating to or arising out of the 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) 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 Port Authority. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check or ACH transfer 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 it shall not be entitled to, and hereby waives any right it 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 Section 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 Section, 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.

Section 6. Records

The Contractor shall set up, keep and maintain in effect in accordance with accepted accounting practice during the term of this Contract and any extension thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Contractor, at, through or in any way connected with or related to the operations of the Contractor hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, and such additional information as the Port Authority may from time to time and at any time require, and separately recording the actual number of Service hours and keeping separate records thereof which records and books of account shall be kept at all times within the Port of New Jersey District. The Contractor shall permit in ordinary business hours during the term of this Contract including any extensions thereof and for three (3) years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor, if said company performs services similar to those performed by the Contractor anywhere in the Port District. The Contractor shall, at its own expense, install, maintain and use such equipment and devices for recording the Service hours, as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the Manager may from time to time require; the Contractor shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

Section 7. Withholding of Payments

(a) In addition to any other rights granted to the Port Authority hereunder, the Port Authority shall have the right from time to time, and at any time during the term of this Contract, to withhold from any payment otherwise due and payable to the Contractor such sums as the Director of Aviation may deem necessary or desirable to protect the Port Authority against failure or delay in performance by the Contractor of its obligations hereunder, which right may be exercised by the Port Authority with or without revoking or terminating this Contract.

(b) 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 obligation or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, promises or agreements contained in this Contract, or as a result of any act or omission of the Contractor contrary to the said conditions, promises and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, 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 payments payable by it to the Contractor.

Section 8. Wages, Health Benefits and Supplemental Benefits

(a) Definitions:

1) **"Employee"** means any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract.

2) **"Full Time Employee"** (FTE) means any Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an Employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

3) **"Straight-time"** means the non-overtime hours actually worked by Employees under this Contract and shall include the time an Employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

4) **"Direct Wages"** means monetary amounts paid by Contractor or its subcontractor(s) to its Employees for straight-time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.

5) **"Minimum Hourly Wages"** means the levels of fair wages determined by the Port Authority for Employee in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.

6) **"Health Benefits"** means benefits paid for by the Contractor, or covered under Contractor-provided health insurance plans, to cover the costs of healthcare for FTEs and their families.

7) **"Supplemental Benefits"** means benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowance, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational

disability benefits, life, accident, or other such types of insurance that are not required by law, but excluding Health Benefits.

8) **"Contract Year",** as used in this Agreement means the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

(b) The Contractor is required to pay Employees no less than the Minimum Hourly Wages as set forth in this provision, unless the Contractor proposes a higher Minimum Hourly Wage, and the higher Minimum Hourly Wage is accepted by the Port Authority.

(c) The Contractor is required to provide reasonable Supplemental Benefits to its Employees.

(d) The Contractor is required to provide Health Benefits to FTEs and their families that meet the specific requirements set forth in this provision, and to educate and inform each FTE under this Contract as to any and all Health Benefits the FTE is entitled to under this provision.

(e) Minimum Hourly Wages

Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages set forth for Passenger and Employee Shuttle Drivers in the Rules that can be found at https://www.panynj.gov/airport/minimum-wage-rules.html.

(f) The Contractor, in the performance of the Services herein, shall pay for, or provide (and shall cause any subcontractor to pay for or provide) no less than the Health Benefits set forth below:

- Health Benefits shall be provided to FTEs *and* their families.
- Health Benefits shall include a health insurance program that includes all of the following components, at no cost to the FTE:
  - i. up to and including family coverage, as applicable
  - ii. inpatient hospital services
  - iii. outpatient surgical facility
  - iv. emergency room services
  - v. prenatal services
  - vi. well visits/immunizations/routine visits for illness
  - vii. prescription drug benefit

(g) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one or more of the following, with **no** Employee contribution to the health coverage premiums:

i. The Contractor's and subcontractors' FTEs and their families are covered under a health benefit plan paid for and/or provided by the Contractor;

ii. The Contractor's and subcontractors' FTEs and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186;

iii. FTEs and their families are covered by a government health benefits program, including, but not limited to Healthy New Jersey, Child Health Plus and NJ Family Care.

(h) In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Direct Wages shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

(i) Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any Employee Direct Wages and/or Health Benefits higher than those required and described in this numbered clause. Nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain Employees for the amounts herein before described.

(j) Contractors (and its subcontractors) should expect to be audited with respect to Wages, Health Benefits and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefits requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

(k) The Contractor (and any subcontractors) shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health Benefits and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, as required by the Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have fifteen (15) business days to provide such payroll records, information about Health Benefits, and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date. Information about Health Benefits includes, but is not limited to, any documentation issued by the

insurance provider or plan administrator to the Contractor or the Employees, as permissible under law.

In the event the Contractor or subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health Benefits and Supplemental Benefits provisions of this Contract.

(l) Further, the Contractor shall submit to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement date of the Contract falls and every six months thereafter, and the month following the month in which the terminate date of this Contractor falls, a certified statement signed by an executive officer of the Contractor based upon the Contractor's payroll records which indicated that the Wages and Health Benefits requirements were met during the six month period ending on the last day of the month preceding the date of the submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Health Benefits paid or provided by the Contractor or its subcontractors to Employees engaged in providing the Contractor's Services under the Contract. The Contractor shall impose all obligations within this clause upon its subcontractors.

(m) In the event that an audit of the Contractor's (or Subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid to the Employee the appropriate Direct Wages, (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's affected Employees an amount equivalent to the product obtained by multiplying the difference between the amounts actually paid by the number of non-overtime hours worked by the Employee during such Contract year, calculated for each position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

(n) In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interests from any subsequent payment to the Contractor.

(o) If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractor's return of the Underpayment Amount to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the Underpayment Amount to the affected Employees in cash

and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment."

Section 9. Audit

The Contractor shall maintain (and shall cause its subcontractors to maintain), in accordance with generally accepted accounting standards, during the term of the Contract and for three (3) years thereafter, all payroll records and books of account recording all Wages, Health Benefits and Supplemental Benefits, as defined in Section 8, paid or provided to or for its employees (and its subcontractor's employees) on account of the services performed by the Contractor pursuant to this Contract, which payroll records and books of account shall be kept at all times within the Port District and, during such time, the Contractor shall permit, (and shall cause its subcontractors to permit) in ordinary business hours, the examination and audit of such payroll records and books of account by the duly authorized representatives of the Port Authority.

Payments under incentive programs made by the Contractor shall not be included in the computation of Minimum Wages and Supplemental Benefits.

Section 10. Escalation Term and Option Years

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the three (3) years of the Initial Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration of Contract" in Section 4, hereof) The Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for CPI-All Urban Consumers (Current Series) **Series Id:**CUURS12ASA0L2,CUUSS12ASA0L2 Not Seasonally Adjusted **Series Title:** All items less shelter in New York-Newark-Jersey City, NY- NJ-PA, all urban consumers, not seasonally adjusted **Area:** New York-Newark-Jersey City, NY-NJ-PA **Item:** All items less shelter **Base Period:**1982-84=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first year of the first two (2) year Option Period of the Contract (4th Contract year), the Price Index shall be determined for the months of December 2022 and December 2023. The amounts payable to the Contractor in the final year of the Initial Term shall be multiplied by a fraction the numerator of which is the Price Index for December 2023 and the denominator of which is the Price Index for December 2022. The resulting product shall be the amounts payable to the Contractor in the first year ofthe first two (2) year Option Period.

For the second year of the first two (2) year Option Period of the Contract (5th Contract year), the Price Index shall be determined for the months of December 2023 and December 2024. The amounts payable to the Contractor in the first year of the first two (2) year Option shall be multiplied by a fraction the numerator of which is the Price Index for December 2024 and the denominator of which is the Price Index for December 2023. The resulting product shall be the amounts payable to the Contractor in the second year of the first two (2) year Option Period.

For the first year of the second two (2) year Option Period of the Contract (6th Contract year), the Price Index shall be determined for the months of December 2024 and December 2025. The amounts payable to the Contractor in the second year of the first two (2) year Option shall be multiplied by a fraction the numerator of which is the Price Index for December 2025 and the denominator of which is the Price Index for December 2024. The resulting product shall be the amounts payable to the Contractor in the first year of the second two (2) year Option Period.

For the second year of the second two (2) year Option Period of the Contract (7th Contract year), the Price Index shall be determined for the months of December 2025 and December 2026. The amounts payable to the Contractor in the first year of the second two (2) year Option shall be multiplied by a fraction the numerator of which is the Price Index for December 2026 and the denominator of which is the Price Index for December 2025. The resulting product shall be the amounts payable to the Contractor in the second year of the second two (2) year Option Period.

For the first year of the third two (2) year Option Period of the Contract (8th Contract year), the Price Index shall be determined for the months of December 2026 and December 2027. The amounts payable to the Contractor in the second year of the second two (2) year Option shall be multiplied by a fraction the numerator of which is the Price Index for December 2027 and the denominator of which is the Price Index for December 2026. The resulting product shall be the amounts payable to the Contractor in the first year of the third two (2) year Option Period.

For the second year of the third two (2) year Option Period of the Contract (9th Contract year), the Price Index shall be determined for the months of December 2027 and December 2028. The amounts payable to the Contractor in the first year of the third two (2) year Option shall be multiplied by a fraction the numerator of which is the Price Index for December 2028 and the denominator of which is the Price Index for December 2027. The resulting product shall be the amounts payable to the Contractor in the second year of the third two (2) year Option Period.

In the event the amounts payable to the Contractor as set forth on the Cost Proposal Form or Pricing Sheet(s), as applicable shall be adjusted hereunder, then, simultaneously with such adjustment, the Minimum Hourly Wages as set forth in Section 8 ("Wages, Health Benefits and Supplemental Benefits"), (the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in this Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health Benefits and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to the Port Authority its plan to ensure its compliance with the employee payments requirement in effect during such coming Option Period. In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event

that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Minimum Hourly Wages required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion, however, the Port Authority will only compensate a contractor in accordance with pricing accepted by the Port Authority, plus any adjustments, if any, set forth in this section.

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.

The amounts payable to the Contractor during the 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 for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority, the Contractor shall refund to Port Authority excess amounts paid by Port Authority for such period.

Section 11.Port Authority Right to Inspect

The Port Authority shall have the right at any time, and as often as it may consider it necessary or desirable, to inspect the vehicles of the Service, machines and other equipment used in the operations of the Contractor, and any services being rendered by the Contractor, and any other activities or operations of the Contractor hereunder. Records of the Contractor shall be maintained to indicate the foregoing information by name of the driver and the vehicle identification number associated with the performance of the Service as may be required by the Manager. Records of the Contractor, which indicate that a particular vehicle has been assigned for a particular period of time, shall not be deemed to automatically imply that such time shall be used in computing the number of hours that a vehicle was in use in the performance of the Service. Upon request of the Port Authority, the Contractor shall operate or demonstrate any vehicles, machines or equipment owned by or in the possession of the Contractor on the Airport or to be placed or brought on the Airport, and shall demonstrate any process or other activity being carried on hereunder by the Contractor. Upon notification by the Port Authority of any deficiency in any vehicle of the Service or other machine or piece of equipment used by the Contractor in its operation hereunder, the Contractor shall immediately withdraw the same from service, and immediately provide a substitute satisfactory to the Airport Manager until the deficiency is corrected. In the event of such permanent removal, the Contractor shall replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein as required herein.

Section 12.Non-Performance Liquidated Damages

The Contractor's obligations for the performance and completion of the Service(s) within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Service(s) required hereunder in accordance with the requirements set forth herein (as the same may be modified in accordance with provisions set forth elsewhere herein) then damages for breach by the Contractor may be liquidated, but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or no feasibility of otherwise obtaining an adequate remedy, as follows:

(a) If the Contactor fails to provide, or satisfactorily provide, the Service(s) as required under this Contract, within the times specified or required under this Contract, then 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 as set forth in the Contractor's Cost Proposal Form times the number of hours, or pro-rata portion thereof, that the Contractor fails to provide or satisfactory perform the Service(s) or any portion thereof.

(b) If the Contractor fails to maintain the appearance of the buses or functionality of all bus systems as required under this Contract, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by three hundred dollars ($300) per bus, per day, of failure to maintain the appearance of the buses or the functionality of the bus systems.

(c) If the Contractor fails to provide any of the personnel required under this Contract, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying One Hundred Dollars and No Cents ($100.00) by the number of hours, or major fractions thereof, that the Contractor has failed to provide the personnel required.

(d) If the Contractor fails to maintain the bus fleet or equipment as set forth in this Contract, and, as a result, the number of vehicles in the fleet falls below the number required, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by Three Hundred Dollars and No Cents ($300.00) per day, per vehicle, until the required amount of vehicles is provided.

(e) If a vehicle of the Personnel Service Fleet is unavailable when needed for use as required under this Contract, then the amount payable by the Port Authority to the Contractor shall be reduced by One Hundred Fifty Dollars and No Cents ($150.00) per vehicle, by the number of days, or pro rata fractions thereof, that the Contractor fails to provide the required vehicles in the Personnel Service Fleet.

(f) If the Contractor fails to maintain any of the radio equipment in accordance with the Contract, then the amount payable by the Port Authority to the Contractor

hereunder shall be reduced by an amount equal to Fifty Dollars and No Cents ($50.00) per day, for each radio that the Contractor fails to maintain in accordance with this Contract.

(g) If the Contractor fails to provide monthly invoices, reports, records, or any other information or documentation requested by the Manager within the time specified or required under this Contract, then the amount payable to the Contractor by the Port Authority shall be reduced by fifty dollars ($50) per day, or part thereof, until the Contractor provides the requested or required information.

(h) During Mystery Shop Program evaluations, if the Contractor fails to receive a monthly average of 90% for the first year of the Contract on the service evaluations, 92% for the second year, 94% the third year and 96% for any options or contract extensions, then the amount payable to the Contractor by The Port Authority shall be reduced by five-percent (5%) of the total monthly invoice price, for that billing month.

(i) In the event an audit conducted in accordance with this Contract determines that the Contractor has not paid for or provided (or caused any subcontractor to pay or provide) Health Benefits to FTEs and their families as required by the section of the Specifications entitled "Wages, Health Benefits and Supplemental Benefits," the Contractor shall be assessed ten dollars ($10), per FTE, per day, that such Health Benefits were not paid for or provided. Such Health Benefits may be considered to not be paid for or provided if any required element was not included.

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 Manager or 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.

Section 13. Performance-Based Incentives

(a) In order to recognize superior performance under the requirements of this Contract, the Contractor will receive incentive payments for meeting or exceeding certain performance requirements. Incentive payments shall be expressed as a percentage of the total invoice price, not including Extra Work, for the billing month in which the performance requirement was exceeded. As part of the response to the solicitation the Contractor shall provide a plan for when an incentive payment is received if and how employees would share in and benefit from those payments.

(b) Performance-based incentives under this Contract shall be as follows:
   i. If the Contractor experiences zero on-road breakdowns within a billing month, the Contractor will receive a payment equal to five percent (5%) of the total monthly invoice price, as approved by the Port Authority, for that billing month. An on-road breakdown means an instance of a bus

experiencing a loss of service while deployed on its assigned route.

ii. If the Contractor meets or exceeds ninety-eight percent (98%) fleet uptime over a billing month, as measured by bus service hours, the Contractor will receive a payment equal to five percent (5%) of the total monthly invoice price, as approved by the Port Authority, for that billing month.

iii. If the Contractor achieves a score of one-hundred percent (100%) on all Port Authority mystery shops, as described in Exhibits 8A and 8B, within a billing month, the Contractor will receive a payment equal to five percent (5%) of the total monthly invoice price, as approved by the Port Authority, for that billing month.

(c) The Contractor is responsible for providing proof that the performance requirement in question has been met. The Contractor shall not receive any performance incentive payments without providing full documentation that substantiates the Contractor's performance, which substantiation shall be at the Port Authority's sole discretion.

Section 14. Airport Manager's Authority

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Airport Manager and shall perform the Contract to the satisfaction of the Airport Manager at such times and places, by such methods and in such manner and sequence as he or she may require, and the Contractor's performance shall at all stages by subject to his/her inspection. The Airport Manager will determine the amount, quality, acceptability and fitness of all parts of the Service and will interpret the specifications. Upon request, the Airport Manager will confirm in writing any oral order, direction, requirements or determination.

Section 15. Port Authority Approval

Wherever under this Agreement written direction or prior written approval or consent of the Port Authority is required, such direction, approval or consent may be at any time and from time to time be withdrawn or modified by written notice, in the sole discretion of the Port Authority.

Section 16. Damage to Port Authority Property

The Contractor shall promptly repair or replace any property of the Port Authority lost, destroyed or damaged by the operations of the Contractor hereunder, at the Contractor's expense. The Contractor shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

Section 17. Routes, Roads and Ways

(a) The routes, roads and ways within the Airport over which the Contractor shall operate the Service shall be those designated from time to time by the Manager of the Airport. The Port Authority makes no representations as to the condition of any route, road or way and does not agree to keep the same unobstructed or fit for use. The on-airport roadways from time to time may be altered as required for

airport operations.

(b) Without limiting the generality of any other terms or provisions hereof, the Contractor acknowledges that the Port Authority has advised that, among possible changes in operational procedures during the effective period of the Agreement, there may construction projects on the Airport which may affect current on airport ground transportation. No such Port Authority contract shall diminish the Contractor's responsibilities under this Contract.

Section 18. Extra Work

(a) As used in this numbered clause (and in this clause only):

"Extra Work" means the supply of personnel, equipment, materials and other things, which differ from that expressly or impliedly, required under this contract and shall not include new and/or additional hours and increased service hours.

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's 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. "Employees" as used above means only the employees of one employer.

"Net Cost" means 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, 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 may be required by it, executed, acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"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.

(b) The compensation for any Extra Work performed by the Contractor shall not exceed six percent (6%) of the total Contract cost of this Contract for the entire term of this Contract including extensions thereof.

(c) An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Form and the Section entitled "On- Airport Ground Transportation Hours Increase/Decrease."

(d) 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 Extra 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;
(3) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

(e) The 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.

(f) 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.

(g) 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.

(h) If the Contractor considers work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that he 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.

(i) The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hour notice following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within two (2) hours' notice following the receipt of written or verbal notice from the Manager. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

(j) All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

Section 19. Refurbishment of Buses

The Contractor understands and acknowledges that the EWR fleet may be converted to a fully electrified fleet during the life of this Contract. The Contractor understands that it shall be responsible for the maintenance and operation of these buses as they are placed into service. The Port Authority may require that the Contractor refurbish some of the current bus fleet vehicles during the duration of the Contract. These specifications relate generally to the performance by the Contractor or approved subcontractors to perform refurbishment of select buses as requested by the Manager.

The Contractor agrees to furnish all labor, supervision, equipment, materials and supplies and do all other things necessary, proper or incidental thereto, all in strict accordance with the provisions of this Contract and any future changes therein; and the Contractor agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

The Contractor will be compensated at the applicable Hourly Rates set forth in the Cost Proposal Form multiplied by the number of hours expended performing such refurbishment of buses as directed by the Manager. Labor shall be compensated at the unit price inserted on the Cost Proposal Form by the Contractor.

The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as may be required by it, executed, acknowledged and delivered, assuring to the Port Authority title to such materials free of encumbrances.

A. Response Time

No refurbishment work shall start without proper authorization from the Manager. The Manager will provide the Contractor a minimum of forty-eight (48) hours' notice of work to be performed.

B. Supplying Materials, Supplies and Equipment

The Contractor is responsible for supplying all labor, materials, supplies and equipment necessary to perform the work required in this Contract. The Port Authority will not provide the Contractor's staff with labor to aid the Contractor in performing its duties.

C. Responsibilities of the Contractor

The Contractor shall perform the refurbishment services required hereunder in accordance with the method of operation determined by the Manager. The Contractor shall make any and all changes in the method of performance as the Manager may direct.

The Contractor shall be responsible for coordinating and scheduling all of the disposition of the old and new materials associated with this work, which shall be in accordance with all applicable governmental laws and regulations.

Typical tasks to be performed for refurbishment include but are not limited to the following:

i. Structural
ii. Remove all Interior and Exterior Panels
iii. Remove all Rusted Corroded Steel
iv. Fabricate all Sills
v. Install all Sills
vi. Replace all Damaged or Corroded Vertical and Horizontal Tubs
vii. Replace all Damaged or Corroded Cross Bar Tubs
viii. Replace all Damaged Bumpers and Related Supports
ix. Replace all Damaged or Corroded Engine Cradle Bars
x. Power plant/Power train
xi. Environmental Systems
xii. Under Carriage

Personnel Requirements

All work shall be performed in accordance with Exhibit 1A attached hereto, entitled "Inspection, Maintenance, Service and Repair of Vehicles".

The Contractor (and any subcontractor) shall furnish skilled personnel to perform the Work required hereunder. All Work shall be performed by mechanics competently supervised and who shall be qualified and licensed to perform all required work. All Work must be performed in accordance with the vehicle manufacturer's recommended guidelines and acceptable industry standards as set forth in Exhibit 1A. If, in the opinion of the Manager, any employee so assigned is performing his/her function unsatisfactorily, he/she shall be replaced by a qualified mechanic, by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

Section 20. On-Airport Ground Transportation Hours Increase/Decrease

(a) The Port Authority shall have the right, at any time and from time to time, in its 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 Facility Manager decides to change any frequencies or areas, such change shall be by written notice of not less than twenty-four (24) hours, said changes to be effective upon the date specified in said notice.

(b) 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 Cost Proposal Form, as accepted by the Port Authority.

(c) Where no specific unit price has been quoted for the type of services to be increased or decreased, the Facility Manager shall have the right to negotiate the compensation to reflect such change whether increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Facility Manager, are necessary to complete the work, by multiplying a unit of measure determined for the Services, by the negotiated rate.

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

(e) No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Initial Term or, if changes are to be implemented during an Option Period, fifty percent (50%) for that Option Period.

(f) 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.

(g) The Port Authority shall have the additional right to request, on less than two (2) hours' notice to the Contractor, that the service hours previously scheduled to be provided under this Agreement be increased. The Contractor agrees to use its best efforts to fulfill each such request. Any such hours provided on less than two (2) hours' notice, as aforesaid, shall be compensated to the Contractor at one hundred and twenty (120%) percent of the hourly rate in effect at the time of providing such service. Nothing in this paragraph shall obligate or be deemed to obligate the Port Authority to pay at any but the rate established hereunder for Ground Transportation Service Hours, as aforesaid, provided that two (2) or more hours' notice has been given to the Contractor, said changes to be effective on the date specified in the said notice.

(h) The Port Authority shall have the right to direct the Contractor to place and relocate all categories of employees, neither increases nor decreases the Contractors overall staff schedule for duty at that time.

Section 21. Relocation of Equipment and Personnel

The Port Authority shall have the right to direct the Contractor, at no cost to the Port Authority, to relocate any equipment and personnel associated with the Service on the Airport(s) from time to time, and at any time, where such placement or relocation of such equipment or personnel neither increases nor decreases the Contractor's overall staff or equipment requirement.

Section 22. Insurance Procured by The Contractor

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract including but not limited to premise-operations, products and completed operations and independent contractors coverage, with contractual liability

language 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 any 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 - **$25 million** combined single limit per accident for bodily injury and property damage liability.

The insurance shall be written on an occurrence basis, as distinguished from a "claims made" basis, and shall not include any exclusions for "action over claims" (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor's Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall "follow form" to the underlying policy;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains "Other Insurance" language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name "The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, the City of New York, their affiliates, successors or assigns" as Insured (as defined in the policy or in an additional insured endorsement amending the policy's "Who is An Insured" language as the particular policy may provide). The "Insured" shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-

operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor is responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as "Insurance Procured by the Contractor".

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled "Insurance Procured by the Contractor" shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor's responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors' certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors' work, and upon completion of the Contract.

The Contractor, its subcontractors, and its insurers 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 any court, tribunal, agency, special district, commission or other authority exercising judicial or regulatory functions over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, directors, officers, agents or employees, their affiliates, successors and/or assigns, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority. The Port Authority shall be an intended third-party beneficiary of any policy of liability insurance required by the provisions of this Contract, with the direct right to enforce any such policy with respect to this provision.

The Contractor and its subcontractor(s) 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 per each accident.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

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 Finance for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority 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), including, but not limited to, the cancellation notice endorsement and stating the contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns.

The General Manager, Risk Finance 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 Finance, a certified copy of each policy, including the premiums.

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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance or policies shall be delivered to the Port Authority Facility Contractor Administrator, and upon request from the additional insureds, their successors or assigns 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 and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract. **[CITS#6274N]**

Section 24. Gratuities and Fares

The Contractor shall ensure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it or by its personnel for any reason whatsoever from passengers, tenants, customers or other persons using the Airport and shall so instruct its personnel. The Contractor shall not impose or collect any charges or fares from those using the Service unless explicitly authorized to do so by the Port Authority.

Section 25. Property of the Port Authority

Upon the expiration or termination of the term of this Contract, the Contractor shall deliver to the Port Authority all equipment, materials, supplies and other personal property supplied to it by the Port Authority or purchased or supplied by it for use in its operation hereunder and all such shall be returned in same condition as upon the acquisition, thereof by the Contractor, reasonable wear excepted. If any such equipment, materials, supplies and other personal property becomes defective or is lost, stolen damaged or destroyed by reason of the acts of omissions of the Contractor or its officers, agents, employees or representatives, the Contractor shall repair or replace the same, and the cost of such repair or replacement shall be borne by the Contractor without compensation or reimbursement from the Port Authority.

Section 26. Vehicles of the On-Airport Ground Transportation Service

From and after the Effective Date and continuing throughout the balance of the term of the Contract, including Option Periods and Extension Periods, if any, the Port Authority and the Contractor hereby agree that the Port Authority will provide for use on the Airport, and the Contractor will take and use the following vehicles:

i. Twenty-three (23) 2007 model year Orion buses (7 Hybrid and 16 Diesels).
ii. Six (6) 2019 model year Proterra Catalyst full electric buses.
iii. Six (6) 2020 model year Proterra Catalyst full electric buses.

All vehicles, including all parts, improvements, accessories, and equipment, shall be capable of being employed in the Service. The Contractor hereby agrees to accept the aforesaid Orion and Proterra buses for use in providing the On Airport Ground Transportation Service in their "as is" condition on the Effective Date at such location as shall be designated by the Port Authority. Each bus shall be and remain the property of the Port Authority and shall not be removed from the Airport for any purpose other than transport by the Contractor to and from the designated maintenance facility.

The vehicles shall be uniformly upfitted by the Contractor to bear such markings and inscriptions as shall be prescribed by the Port Authority, at no additional cost to the Port Authority.

Section 27. Rules Governing Use of Vehicles

The vehicles used in the On-Airport Ground Transportation Service will be subject to the following terms and conditions:

(a) The Port Authority shall have the right from time to time and at any time during the term of the Contract, as the same may be extended, on twenty-four (24) hours' notice to the Contractor, to permanently reassign a vehicle or bus from one service to another if, in the sole opinion of the Port Authority, such reassignment is desirable.

(b) Any re-painting, re-wrapping, or installation or removal of the on-bus messaging or bus tracking system equipment or of the electronic transportation management system equipment necessary to effectuate such change, shall be performed by the Contractor, the cost to be submitted and accepted by the Port Authority in writing prior to the performance of such work by the Contractor.

(c) The Contractor shall not paint, decorate, modify or alter any vehicle of the On-Airport Ground Transportation Service or any part thereof without the prior written consent of the Manager.

(d) The Contractor shall be responsible for the payment of vehicle licenses and inspections.

(e) The Contractor shall be responsible for ensuring that all buses of the On-Airport Ground Transportation Service meet or exceed New Jersey State Department of Transportation inspection criteria at all times.

(f) The agreement of the Contractor that all vehicles of the On-Airport Ground Transportation service be used exclusively in and only for the Service hereunder is of the essence to this Contract. Upon the application to any court of equity having jurisdiction thereunder, the Port Authority shall be entitled to a decree against the Contractor requiring specific performance thereof and the Contractor hereby waives any defense based upon the adequacy of a remedy at law to any such action or actions which may be so brought. The foregoing shall be additional and not in lieu of or exclusive of any other remedy available to the Port Authority at law or in equity.

(g) It is understood that the Port Authority shall have the sole and exclusive right from time to time to install, display, and maintain or cause to be installed, displayed and maintained by its contractor or permittee, posters/advertising or similar devices both on the inside and outside of any or all vehicles of the On-Airport Ground Transportation Service at such locations and to such extent as designated by the Port Authority and the cost of such posters/advertising or similar devices shall be the Port Authority's cost. All revenues of whatever kind or type arising from such installation, display and maintenance shall be payable

to and shall be the property of and retained by the Port Authority. The Contractor agrees to make all vehicles available at the Airport to the Port Authority or the Port Authority's contractor or permittee as directed by the Port Authority from time to time for the installation and maintenance of such posters, displays and similar devices.

(h) Title to any poster, display or similar device installed or erected in the On-Airport Ground Transportation Service hereunder by the Port Authority shall not vest in the Contractor and the same shall be deemed to be a part of the On-Airport Ground Transportation Service and such shall be returned to the Port Authority by the Contractor upon the expiration, revocation or termination of this Agreement.

(i) In the utilization of the vehicles of the Service, the Contractor shall use proper methods of assignment so that no one vehicle is used to a substantially greater frequency than the other vehicles and the Contractor shall attempt to give substantially equal use to all vehicles of the Service unless otherwise directed in writing by the Manager.

Section 28: Additional Vehicles

(a) The term "Additional Vehicle" as used herein means a vehicle of the type described in this section, which are in addition to the Vehicles of Service, each additional vehicle shall have air-conditioning and heating systems and be in first-class order and appearance, all as shall be approved by and be satisfactory to the Manager, including the driver or drivers of said Additional Vehicle.

(b) The Port Authority shall have the right to require the Contractor to provide Additional Vehicles to meet temporary peak passenger, air traffic demands, or other temporary bus or vehicle service requirements. In such event, upon twenty-four (24) hours' notice (which may be given orally) from the Manager, the Contractor shall proceed to provide the Additional Vehicles, but such request for Additional Vehicles shall never require more than five (5) Additional Vehicles at any one time.

Section 29: Buses for AirTrain Contingency Service

The Port Authority currently operates AirTrain light rail service at EWR. AirTrain provides rail transportation to customers and employees from three (3) Terminals, Parking lots/garages and the North East Corridor Station (NEC). Plans are underway to develop a new rail service, and in the event that the new AirTrain Newark rail service commences during the term of this Contract, all language in this section shall apply to the new AirTrain service.

The term "Contingency Buses" as used herein means fleet buses, provided by the Port Authority or leased by the contractor, which are in addition to the vehicles of Service, and which have been insured, well-maintained, and rotated from time to time to ensure proper operating conditions. The Contingency Buses will have air-conditioning and heating systems and shall be in first-class order and appearance, all

as shall be approved by and be satisfactory to the Manager, including the driver or drivers of said Vehicles.

In addition, the Port Authority shall have the right to require the Contractor to take and use Port Authority Contingency Buses pursuant to this Agreement to meet temporary emergency demands related to any unplanned interruption of the EWR AirTrain Service. In such event, the Port Authority will provide the response requirements outlined in a document to be provided at the time. Response time will vary according to the day and time of such event. Requirements of the emergency demand response will be outlined in increments of thirty (30) minutes as detailed in Exhibit 6, with a 60-minute maximum response requirement for the majority of vehicles in Service at the time of the emergency. Contingency Buses will be required every thirty (30) minutes as the emergency progresses, with all required vehicles placed into service within three (3) hours of a complete system outage. The Contractor shall proceed to provide fully trained drivers to operate the Contingency Buses for the Contingency Service. The cost to the Port Authority shall be as provided for on the Cost Proposal Forms for EWR.

The Port Authority reserves the right to reduce the Contingency Buses based on actual operating needs and experience. The cost to maintain the Contingency Buses will be reduced in proportion to the numbers of Contingency Buses removed.

Section 30: Bus Equipment

The Port Authority has installed, in every vehicle to be used in the Service, TMaaS (Transit Management as a Service) real-time passenger information and route management system equipment, bus announcement systems, or other similar equipment of a type deemed desirable by the Port Authority, title to which equipment shall be in and remain with the Port Authority. The current system installed on the fleet is NextBus, Inc. The Contractor shall give the General Manager immediate oral notice (to be followed by written notice) of any defect, damage or instance of disrepair thereof. The Contractor shall bring the vehicles of the Service to a location at or near the Airport as designated by the Port Authority for the foregoing installations or for such repairs as may be needed. The Contractor is required to include the NextBus invoices with their monthly charges as a pass through to The Port Authority with no markup. The amounts are set forth in the Attachment B, Part II, Exhibit 2B Cost Proposal.

The Port Authority shall reserve the right to elect by written notice to the Contractor, given from time to time and at any time during the term of the Agreement, to require the Contractor to purchase and install or cause to be installed in each vehicle in the Service such equipment, or remove current equipment, as shall be designated by the Port Authority, at the cost of the Port Authority, the cost of such purchase and installation to be submitted to and accepted by the Port Authority in writing prior to the performance thereof by the Contractor. If the Port Authority chooses to replace the current system, the Contractor will be required to pass through the charges for the new service provider.

(a) The Port Authority shall have the right to elect by written notice to the Contractor given from time to time and at any time during the term of this Agreement

to have the Contractor perform the maintenance and repair of the equipment installed in the vehicles at the cost of the Port Authority, the cost of such maintenance and repair to be submitted to the Port Authority and accepted by the Port Authority in writing prior to the performance thereof by the Contractor.

The Contractor agrees that all costs submitted to the Port Authority hereunder shall be fair and reasonable and comparable to the charges for such work prevailing at the Airport and agrees that, where it shall contract with a third party for said equipment or work of installation and repair, it will at all times engage in arm's length transactions with said third party Contractors so as to achieve and secure fair and reasonable prices. In no event shall such cost be higher than those prevailing at the Airport. The payment of costs hereunder shall not be made unless:
(1) the permission to perform the work and purchase equipment and the cost thereof shall have received the prior written consent and acceptance of the Port Authority, and (2) the Contractor shall have fully paid the same.

(b) In the event the equipment, located in any vehicle of the Service, has been destroyed or lost or materially damaged, the Contractor shall pay the Port Authority the cost of purchasing new equipment. In all cases, the cost to the Port Authority of the installation of replacement equipment as well as the cost of the subsequent removal of any old equipment by the Contractor shall be paid by the Contractor.

(c) The Contractor will be reimbursed by the Port Authority for the purchase and installation of additional bus equipment, if approved in advance by the Port Authority, in accordance with the following:

i. Upon direction of the Airport Manager, the Contractor shall secure up to three independent, arm's length, proposals from third parties for the purchase and the Airport Manager may specify installation of the additional bus equipment in fleet buses. Upon written approval of a proposal by the Airport Manager the Contractor shall proceed to purchase the equipment under such proposal and cause it to be installed. Upon submission to the Port Authority of proof of completion of the foregoing purchase and installation and payment therefore by the Contractor, which shall include canceled checks, receipted invoices or such other evidence of purchase and payment as may be satisfactory to the Port Authority, the Port Authority will pay to the Contractor an amount equal to the third party net cost of the additional bus equipment plus five percent (5%) of such third- party net cost, as liquidated overhead, which shall constitute full payment by the Port Authority under the Contract for the additional bus equipment.

ii. Title to the additional bus equipment shall be and remain in the Port Authority at all times. Any time that a vehicle of the fleet having additional bus equipment shall be removed from service, the additional equipment shall be stored in an area designated by the Airport Manager or reinstalled in a replacement bus as may be directed by the Airport Manager. Upon the expiration or termination of the Contract, the additional bus equipment shall be removed from the fleet and delivered to the Port Authority on the Airport as directed by the Airport Manager.

iii. Without limiting any other term or provision of the Contract with respect to

the manner of operation of any part of the Service, the Contractor shall cause its employees to operate the additional bus equipment in such manner and using such procedures as shall be specified and directed by the Airport Manager from time to time and at any time.

iv. The Contractor shall protect and take good care of the additional bus equipment as well as the existing additional bus equipment in the buses, and shall instruct its personnel in the proper operation and care thereof. The cost of repairs, replacements and maintenance of the additional bus equipment for damage occasioned by the acts or omissions of the Contractor or its representatives and employees and not due to ordinary wear and tear shall be the sole obligation of the Contractor which cost shall be promptly paid or remitted by the Contractor to the Port Authority or its Contractor performing the work. The Contractor agrees, at its sole cost and expense, upon being directed to do so by the Manager of the Airport, to expeditiously make and diligently pursue all claims as may be required under manufacturers and/or installers guarantees and warranties with respect to the additional bus equipment. Except as set forth above the Contractor shall not be responsible for maintenance and servicing of the additional bus equipment; however, the Contractor shall, when notified by the Manager of the time and place thereof, deliver vehicle(s) of the fleet as may be required from time to time without additional compensation, for the performance of such work whether or not the Contractor is responsible for the same. The Contractor shall give the Manager prompt notice of any defect, malfunction or disrepair of the additional bus equipment. In addition to the foregoing, the Port Authority may require that the Contractor provide periodic (but not more than once per week) condition reports of the additional bus equipment.

Section 31. Vehicle Maintenance

(a) Without limiting any other term or provision of this Agreement, it is hereby specifically understood and agreed that all vehicles of the On-Airport Ground Transportation Service, and each and every part thereof including interior and exterior body condition, shall at all times be kept by the Contractor to the highest standard of maintenance, repair, working order, cleanliness and appearance and free from dents, scratches, and graffiti, all to the continuing satisfaction of the Manager. The vehicles shall be maintained to assure continuous compliance with Federal Motor Carrier Safety Regulations, NJS DOT requirements, the vehicle manufacturer's recommended maintenance practices and guidelines, and the Ground Vehicle Specifications portion of The Port Authority of New York and New Jersey Air Terminal Rules and Regulations (Exhibits 16A and B). The vehicles shall also be in compliance with the requirements of Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990). In case of conflict, the more stringent requirement shall apply as determined by the Port Authority. All vehicles of the On-Airport Ground Transportation Service shall be painted in such colors and bear such insignia and carry such signs on the inside and outside thereof, as the Port Authority shall from time to time and at any time prescribe. All vehicles of the On-Airport Ground Transportation Service shall be kept heated or air conditioned when weather conditions make

this desirable, all bulbs shall be lit, and all destination signs shall be fully operational.

(b) Without limiting the provisions of paragraph (a) above, the Contractor hereby agrees to observe and comply with the manuals to be furnished by the Port Authority with respect to the On- Airport Ground Transportation Service, and with the manuals to be furnished by the manufacturers of the vehicles used in the Service with respect to maintenance, repair, preventive maintenance, cleaning and operation. Without limiting the provisions of paragraph (a) above, the Contractor hereby agrees to observe and comply with the cleaning and maintenance standards attached hereto, hereby made a part hereof and marked "Exhibit 1", which standards shall be deemed to be minimum requirements of the Contractor, as to the Vehicles of the On-Airport Ground Transportation Service. All such spare parts, tools and equipment listed in Exhibit 1A are minimum requirements for the service. The Contractor shall maintain an inventory of parts for Buses as required by the Contract, or at such appropriate levels to meet higher demands should experience indicate higher stocking levels are necessary. At the termination of the Contract, the contractor shall sell to the new contractor, at verified net cost, from the former Contractor any spare parts stored specifically for the Buses. In cleaning the vehicles of the On- Airport Ground Transportation Service, including interiors and exteriors, the Contractor will use no solvent or chemicals, which would mar or damage the finishes, structural integrity or operating equipment. The Contractor will be responsible for providing all spare parts, tools and equipment required to maintain the vehicles of the service.

(c) The Contractor shall have an Electronic Fleet Management System to manage the key metrics as set forth in Exhibit 15 required by this Contract as pertains to in-service, mean time between failure, fuel and oil consumption and other parameters relative to the condition of the vehicles, and be capable of generating routine and custom reports for key metrics.

(d) The Contractor shall maintain a sound tire management program which shall include the purchase of application-specific quality new tires, good air pressure maintenance, and proper tire repairing. In addition, the Contractor shall have procedures in place to track tire performance and to analyze and account for scrap tires. The Contractor must replace worn out tires by either purchasing new tires, which will then be and become a part of the vehicles of the Service, or by leasing tires from an independent third party with the right to turn said tires over to the Port Authority upon the return of any vehicle owned by the Port Authority to the Port Authority. At all times, the tires to be so utilized by the Contractor on the Vehicles of the Service shall be of first-class quality and subject to the prior approval of the Manager.

(e) In the event that at any time during the term of this Agreement any vehicle of the On-Airport Ground Transportation Service is lost or destroyed, or so damaged or needs such repairs that it cannot be repaired within a period of ninety (90) days, (hereinafter referred to as "material damage"), said vehicle shall be removed from and no longer be considered a part of the On-Airport Ground Transportation Service fleet. In the event of the destruction or loss of any such vehicle as aforesaid, the Contractor may be told to provide, at the direction of

the Port authority and at no cost to the Port Authority, in lieu thereof, for temporary use, a vehicle of substantially the same carrying capacity, style, and type as the one destroyed, lost or in need of repair. All replacement vehicles shall be subject to the prior approval of the Manager.

(f) The Contractor hereby agrees with respect to any vehicle of the Service that, has been damaged or is in need of repair (other than material damage), the Contractor shall immediately and promptly repair the damage and perform the necessary repairs so as to return said vehicle to operation under this Agreement. Replacement vehicles to be provided as per Item (h) below.

(g) Any Port Authority equipment, located in any vehicle of the Service and found to be in good condition, shall be returned to the Port Authority. If the same has been destroyed or lost or materially damaged, the Contractor shall pay the Port Authority the cost to repair or shall replace such equipment.

(h) Any vehicle of the Service, which in the opinion of the Manager fails to meet the requirements and/or is damaged or in need of repair, shall immediately, upon its oral direction, be removed from service and a substitute vehicle as directed by the Manager shall be immediately substituted for the vehicle removed at no additional cost to the Port Authority. The substituted vehicle shall meet the requirements of this Section. The vehicle removed shall not be returned to service until the condition complained of has been corrected.

(i) If during the term of this Contract, it is no longer economically feasible to maintain one or more buses, the Contractor may request in writing that the bus(es) be removed from service, and replaced with one or more vehicles of substantially the same carrying capacity, as the one being retired from service with prior approval by the Manager. If the Port Authority denies the Contractor's request, and the Contractor still believes the bus(es) cannot be economically maintained in a safe operating condition, the Port Authority and the Contractor will select a mutually acceptable appraiser to evaluate the condition of the bus(es) and prepare a written evaluation recommending either replacement or continued repairs. The decision of the independent appraiser will be final and the party whose position has been rejected by the independent appraiser will promptly pay all appraisal expenses.

(j) In the event any bus is permanently removed from service during the term of the Contract, as directed by the Port Authority, a mutually agreed upon independent appraiser will be retained to evaluate the condition of the bus being removed from service as compared to a bus of the same manufacturer and comparable mileage and service history. If the value of the bus(es) removed from service is less than the value of a bus of the same manufacturer and comparable mileage and service history, the Contractor will pay for the appraisal and reimburse the Port Authority for the difference but not for any reduction in value of the bus(es) due to manufacturer defect.

(k) Upon the expiration or earlier termination of this Contract, the Contractor shall immediately deliver all buses purchased or leased by the Port Authority including all parts, improvements, accessories and equipment then comprising a part thereof, and including any tires which may have been leased by the Contractor from any third party, to the Port Authority, at a point at the Airport as may be designated by the

Manager. The buses shall then be in first class operating order and condition, maintenance, repair and appearance, reasonable wear and tear excepted. In the event the Contractor refuses to make required repairs as deemed necessary by the Port Authority in regard to the buses the Port Authority will hire an independent appraiser, acceptable to the Contractor, who will determine if the Contractor has kept the buses in first-class operating order, condition, maintenance repair and appearance. The Contractor shall pay the cost of any required repairs identified as a result of this maintenance audit. At its discretion, the Port Authority may elect to deduct the repair costs from payments due to the Contractor under this Contract.

The Contractor will provide to the Port Authority written assurance that all operators and mechanics who drive or work on full electric and hybrid buses are fully trained and knowledgeable in the hazards of the high voltage system. This shall be accomplished through formal training, either by the bus manufacturer or hybrid system manufacturer, in an accredited commercially available course in hybrid vehicle hazards and safety, a Contractor developed course, or alternate methodology acceptable to the Port Authority. The vendor will detail their proposed safety training methodologies, certification, and management plan with respect to both diesel and hybrid bus operation and maintenance.

(l) The On-Airport Ground Transportation Service shall be subject to periodic Maintenance Performance Reviews by the Port Authority or its agent to ensure that all vehicles are being operated, maintained and repaired in accordance with all Federal, State and local laws, current Port Authority Rules and Regulations, manufacturers requirements and the desired level of customer service and asset preservation. The Contractor shall fully cooperate with and provide any requested assistance to the individual performing the Maintenance Review and shall provide access to records, reports, buses, lifts, and other equipment necessary for inspection and testing, as well as mechanics and/or drivers for disassembly, road, and brake testing of buses. The results of the Maintenance Performance Review will be forwarded in writing to the Contract Administrator who will transmit the findings to the Contractor. Serious safety deficiencies will be brought to the Contractor's immediate attention, and the Contractor shall remove the bus from service until the unsafe condition is remedied. Other deficiencies shall be remedied in a timely fashion, as established by the Contract Administrator, and verified by a written report from the Contractor to the Contract Administrator detailing the remedies and the preventative actions taken to prevent recurrence.

(m)The Contractor will be required to purchase the existing supply of spare parts for the Orion and Proterra buses from the previous Contractor at the fair market value for the parts. As this supply of parts should provide adequate stock of spare parts to maintain these buses until the new buses arrive, the Port Authority does not expect the Proposer to procure additional stock of parts for inventory purposes, beyond those transferred.

(n) The Contractor is also expected to acquire and maintain a complete stock of spare parts for the bus fleet as detailed on the lists attached entitled "Minimum Orion Diesel Bus recommended spare parts" list, the "Minimum Orion Hybrid Bus recommended spare parts list" and the “Minimum Proterra Bus recommended spare parts list”.

(o) At the termination of this Contract, the successful Proposer shall purchase at fair market price from the former Contractor any spare parts stored specifically for Orion and Proterra buses.

Section 32. Research and Development

(a) The Contractor shall canvas the market and bring to the attention of the Port Authority those willing and able suppliers, manufacturers and other sources of supply for, and provide the Port Authority with, all available marketing (including without limit, price quotations, warranties and delivery implementation dates), technical and other relevant information which the Port Authority may wish to initiate to enhance the ability of the Contractor's employees in dealing with the public. This may include the creation, development, delivery, installation and implementation of programs as may be requested by the Port Authority and which the Port Authority may wish to consider for purchase or acquisition by it. Any action or conduct by the Contractor shall not be binding upon and shall not impose any liability or obligation on the Port Authority.

(b) The Contractor shall cooperate fully with the Port Authority in implementing any such purchase or acquisition by the Port Authority arising out of the foregoing process. The Contractor at its sole expense shall take good care of all items as may be received by it as a result of such purchase or acquisition, make all necessary repairs and replacements thereto and thereof, if needed, as a result of, in whole or impart the acts or omissions of the Contractor, its officers, agents, employees or representatives and avoid by prudent management waste, damage, loss or destruction thereof and suffer no lien or encumbrance with respect thereto. All items so purchased or acquired shall at all times be and remain the sole property of the Port Authority and, if and when requested thereby and in any event at the expiration or earlier revocation or termination of this Agreement, the Contractor, at its sole expense, shall return the same to the Port Authority at the Airport in the same condition and appearance as upon its original delivery to the Contractor, reasonable wear and tear not due to any failing by the Contractor hereunder excepted.

(c) Neither this Section nor the purchase of any item by the Port Authority pursuant hereto shall to any degree whatsoever diminish or limit the obligations of the Contractor under this Agreement or create, modify or expand any obligation of the Port Authority under any part of this Agreement.

Section 33. Fueling

(a) During the term of the Contract, including the Option Periods, if exercised, the Contractor shall provide all gasoline and diesel fuel to be used solely to fuel the vehicles used in the operation of the Service and for no other purpose whatsoever. The Contractor shall arrange for the delivery of the fuel to an off-Airport location in the amounts the Contractor shall determine are necessary to allow it to fuel the vehicles of the Service without any disruption in service. The off-Airport location (or locations) must be within a ten (10) mile radius of the

Airport and shall provide fueling service twenty-four (24) hours a day, three hundred sixty five (365) days per year, unless limited by local law. The Port Authority shall not be responsible for any aspect of the arrangement entered into between the Contractor and the off-Airport stations. Each off-Airport location otherwise permitted by the Port Authority, shall have available both unleaded regular gasoline (87 octane) and diesel fuel. Diesel fuel shall comply with the most current specifications as published by the American Society for Testing & Materials (ASTM) Standard Specifications No. D975, as applicable for "Grade Low Sulfur No. 2-D or ASTM D 6751 Biodiesel up to B20 Biodiesel.

(b) In addition, all diesel fuel delivered beginning November 1st through and including the last day in February, each year during the term of the contract and the Option Periods, if exercised, shall have a cloud point of not more than minus 20 degrees Centigrade. Cloud point shall be determined using ASTM Test Method D2500. The Port Authority reserves the right to perform tests to verify that fuels provided meet or exceed the above specifications.

(c) The actual prices to be charged to the Port Authority for fuel shall in no event be greater than the New York Journal of Commerce, Newark reseller Rack price, "Low End" (the Harbor Price), in effect on the Monday immediately preceding the day the fuel is dispensed into a Vehicle of the Service. In the event the price of fuel exceeds the Harbor Price, the Contractor shall obtain the prior approval of the Port Authority to purchase the fuel as such price. The actual price charged to the Port Authority must exclude state and federal taxes from which the Port Authority is exempt. The purchase price of the fuel shall be payable by the Port Authority in accordance with paragraph (e) hereof.

(d) The Contractor shall obtain and transmit to the Port Authority a minimum of three (3) proposals by an independent third party contractor ("the Fuel Transporter") in connection with the supply, transportation, handling, storage and other fuel-related services for the period requested by the Manager during the initial term of this Agreement. The Contractor hereby agrees that it will at all times engage in an arm's length transaction with the Fuel Transporter so as to achieve and secure fair and equitable prices and in no event shall it pay a price for the fuel above that set forth in paragraph (a). The fee set forth in such proposal shall be either a percentage or a flat rate fee (hereinafter "the Transporter Fee"). In connection with each proposal, the Contractor shall submit to the Port Authority such information concerning the proposer as the Port Authority may require. The Fuel Transporter chosen by the Contractor shall be subject to the prior approval of the Port Authority. In the event the Fuel Transporter shall cease to be a subcontractor hereunder, or in the event this Agreement is extended during the Option Periods, the Contractor shall be required to obtain a minimum of three (3) bids for the services of the aforesaid transporter during the applicable Option Period. The Port Authority shall have the right to choose that proposal which, in its sole discretion, it believes to be in the best interest or to reject all proposals. In the event of the rejection of such proposals, the Contractor shall obtain three (3) additional bids in accordance with the procedures set forth above, and submit the same to the Port Authority for its selection. The Contractor shall enter into an agreement with the Fuel Transporter, as its subcontractor, which agreement shall be subject to the prior

approval of the Port Authority. The Contractor shall reserve the right in its agreement with the Fuel Transporter to terminate such agreement without cause upon twenty-four (24) hours' notice at the direction of the Port Authority. The subcontract shall, in any event, expire upon the termination or earlier expiration of this Agreement.

(e) The Contractor shall fuel each Vehicle of the Service at the off-Airport location. The Port Authority will pay for each gallon of fuel dispensed into a Vehicle of the Service at the rate specified in paragraph (a) hereof, plus the Transporter Fee. In no event shall the time a Vehicle of the Service is off-Airport for the purpose of fueling be considered a bus hour for the purpose of computing the Services hourly charges under the provisions of this Agreement. The Contractor shall maintain records. showing the date(s) fuel was dispensed, the amount and each type of fuel dispensed and the Harbor Price established for each purchase, as well as daily records showing the number of gallons of fuel dispensed by the Fuel Transporter each Vehicle of the Service.

(f) In accordance with the provisions of Section 4(e) hereof, entitled ""Billing and Payment", the Contractor shall submit to the Port Authority an invoice specifying the following with respect to all fuel purchased during the preceding weekly period: the amount of each type of fuel purchased, the price per gallon of each type of fuel (expressed in cents per gallon, the volume discount afforded the Port Authority, if any, together with the Transporter Fee payable by the Port Authority to the Contractor. In addition, the Contractor shall submit to the Port Authority a certified statement that all fuel for which the Port Authority has been billed has been used exclusively in providing the Service under this Agreement. All invoices for the purchase of fuel must be identified by the contract number of this Agreement and shall be directed to: Manager, Landside & Customer Service, Newark Liberty International Airport, Building I, Newark, New Jersey 07114.

(g) Notwithstanding the foregoing, the Port Authority shall have the right, from time to time, upon thirty (30) days' prior written notice to the Contractor, elect to temporarily or permanently directly purchase and supply to the Contractor all fuel necessary to operate the Service. Upon the effective date of such notice, and until further notice reinstating paragraphs (a) through (e) above, the Contractor shall take such fuel for use in the operation of the Service in lieu of the fuel purchased and dispensed as set forth in paragraphs (a) through (e) above.

(h) All invoices for the purchase of fuel for the On-Airport Ground Transportation Service must be identified by the contract number of this Agreement and shall be directed to: Manager, Landside Operations, Newark Liberty International Airport, Building 1, Newark, NJ 07114.

Section 34. Procedures and Schedules

(a) Without limiting the generality of any of the provisions of this Agreement and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time to time by the Manager with respect to the operation of the On-Airport Ground Transportation Service with respect to:

a. communications between drivers and supervisory personnel involved in the Service,
b. the bookkeeping by the Contractor,
c. its operations in connection with this Agreement,
d. the use of an electronic transportation management system,
e. Electronic Text Message System, and
f. any and all other procedures as may be necessary or desirable in connection with the operation by the Contractor of the On-Airport Ground Transportation Service.

(b) Within ten (10) calendar days of the Port Authority's acceptance of its Proposal, the Contractor shall provide to the Manager for his/her approval a schedule showing the Contractor's proposed assignments of the Bus Drivers and Field Supervisors to be engaged by it to provide the Services. Each such schedule shall set forth, at a minimum, the shifts per day and the hours per shift that each such employee has been assigned for each vehicle of the Service so that the Service is in continuous operation during a shift.

(c) The Contractor may not revise any of its schedules or assignments hereunder without prior approval of the Manager. The foregoing schedules of the Contractor and any approvals thereof shall not affect, release or discharge the Contractor from the performance of any and all of the terms, provisions and obligations under this Agreement required to be performed by the Contractor. The Contractor will maintain all headways as required herein by the Port Authority.

- To ensure that an acceptable level of service is provided, the Contractor shall maintain ten (10) minute headways on Routes "A" "B" and "C" Service. The Manager must approve any adjustments to the foregoing.

This headway is subject to change based on the operational requirements of the Airport and the Port Authority shall have final discretion regarding required headways and service levels.

The Contractor shall generate a monthly report from its fleet management system summarizing average headways by route.

(d) The Contractor shall submit its scheduling of the dates and times when the Contractor anticipates that any vehicle requires service as set forth in Exhibit 1**.** The Contractor shall notify the Manager anytime a vehicle is removed from service for the performance of maintenance or repair. The Contractor shall maintain at all times at the Contractor's Staging Area, where the maintenance personnel are to be stationed, a status board setting forth the current repair and maintenance status of each vehicle of the On-Airport Ground Transportation Service and such other information as the Manager shall from time to time require. The Manager must approve any adjustments to the obligations in this clause.

Section 35. Customer Care Requirements and Customer Well Being Program

The Port Authority has established a policy that proactive, responsive, respectful and helpful customer service is of the utmost importance. This policy not only extends to all Port Authority employees and contractors, but also includes the companies (airport partners) whose staffs contact customers while providing services at the airport. In this regard, the Contractor hereby agrees to observe and comply with the provisions of the Customer Care Airport Standards Manual, attached as Exhibit 6A.

Section 36. Parking

Parking for vehicles of the Contractor's employees while actually on duty under the Contract will be made available at such locations as may be designated from time to time by the Manager at no cost to the Contractor. If busing from the parking location is provided by a third party, and not the Port Authority, the Port Authority reserves the right to approve the use of the third-party provider, and the cost for this service shall be the responsibility of the Port Authority.

Section 37. Job Descriptions

Without limiting the Contractor's obligations under any other provision of this Contract, including without limitation the obligation to provide adequate personnel to satisfactorily provide the On-Airport Transportation Service, the Contractor hereby agrees to provide and maintain at all times during the term of this Agreement personnel consisting of a Management Representative, Maintenance Manager, Safety and Training Supervisor, Operations Manager, and Bus Drivers. In addition, the Contractor will furnish supervisory staff consisting of an Operations Dispatcher, Road Supervisor and Field Supervisor (herein collectively called "Field Supervisors").

The Contractor shall furnish uniformed Bus Driver personnel and Field Supervisors for the required number of service hours per day, on a seven (7) day per week, three hundred sixty- five (365) days per year (three hundred sixty-six (366) days per year during leap year) basis as indicated in Exhibit 4, attached hereto and made a part hereof. The Management Representative, Maintenance Manager, Safety and Training Supervisor and Operations Manager or any supervisor shall not work in a subordinate a position or work as a Bus Driver except as directed by the Port Authority. No Bus Driver or Field Supervisor will be permitted to work his/her tour of duty if such Bus Driver or Field Supervisor is deemed to be out of uniform (in the opinion of the Port Authority). The Port Authority may direct the Field Supervisor to perform the duties of a Bus Driver so as not to reduce the scheduled service. The Contractor hereby acknowledges and agrees that all field supervisory personnel must be able to communicate in person and by radio and telephone clearly and effectively and must be able to make decisions rapidly and correctly. Only experienced persons shall be engaged by the Contractor to provide supervisory services hereunder.

The Contractor shall provide a Management Representative and Operations Manager to serve EWR. The Contractor shall provide the services of a Maintenance Manager, and a Safety and Training Supervisor as agreed to by the Port Authority in the said Contract award. The Contractor shall ensure Field Supervisor physical presence at

EWR from 8:00 a.m. - 5:00 p.m., and a Contractor management representative must be accessible and available twenty-four (24) hours a day. An individual acceptable to the Manager must cover all absences of all such personnel or liquidated damages may be imposed as cited in the Section of the Contract entitled "Liquidated Damages". Contract Management staff and Field Supervisors are not permitted to leave the Facility during their scheduled workday without the express permission of the Manager.

The Field Supervisors shall devote the hours that they are on duty as hereinabove set forth exclusively to operations under this Agreement. Any action of any Field Supervisor shall be deemed to have been performed by the Contractor and any failure to act shall be the responsibility of the Contractor.

The Field Supervisor will conduct daily roll calls. The Contractor will be responsible for transporting its employees from the roll call area to their assigned posts at the start of the tour and returning them to the roll call area at the end of their tour.

A. BUS DRIVER DUTIES/RESPONSIBILITIES:

The Bus Driver must be fully licensed to drive the vehicles of the On-Airport Ground Transportation Service. Driver must have a Commercial Driver's License with a Bus and Airbrake endorsement. The Bus Driver shall carry out all the assigned duties in conformance with customer service standards cited in Exhibit 7 (Entitled '"Customer Service Standards On-Airport Ground Transportation Service"), as well as any operating procedures developed by the Contractor and approved by the Port Authority for the Service, including but not limited to the following:

1. Ability to drive a bus and to place a 70-pound bag on and off a bus.

2. Ability to assist customers in insuring that they are on the right bus and are getting off at the correct stop.

3. Inspect and document discrepancies of interior and exterior of bus.

4. Ability to answer questions about airline locations, describe services offered at the Airport, and provide other assistance as required. Greet customers as they board the rear door, and provide a closing greeting as customers deboard.

5. Ability to answer questions typically asked by visitors to the New York/New Jersey metropolitan area. Knowledge of major transportation systems serving the metropolitan area, including subways, buses, roadways, etc. as required.

6. Be familiar with the improvements being implemented at the Airport.

7. Report hazardous conditions within assigned areas of coverage to the Authority, including but not limited to accidents, safety problems and security.

8. Document incidents and prepare handwritten reports as required.

9. Make appropriate announcements, using equipment provided by the Port Authority, with respect to the various stops and other matters as required by the Manager.

10. Assist passengers with the loading and unloading of baggage. Bus Drivers operating vehicles capable of transporting passengers in wheel chairs shall assist such passengers on and off said vehicle and shall appropriately secure wheel chairs and their occupants and assist passengers using equipment which is in compliance with the Americans with Disabilities Act of 1990 as amended and superseded.

11. Be in full uniform with appropriate picture I.D. card and name tag displayed at all times, while on duty.

12. Perform any other work-related responsibilities or duties as required of the Contractor by the Manager or his/her authorized representative.

13. Cooperate in all incident investigations.

14. Periodic removal of trash and debris from the vehicle during layover periods.

B. FIELD SUPERVISOR'S DUTIES/RESPONSIBILITIES (shall include the positions of: Operations Dispatcher, Road Supervisor, and Field Supervisor):

1. Submit recommendations regarding the hiring and dismissal of employees to higher management as directed. Perform absence control functions.

2. Ensure that all assigned personnel are on post, are in compliance with all rules and regulations and are fulfilling their duties with enthusiasm, professionalism and courtesy.

3. Keep the Management Representative fully informed regarding all operational issues and ensures that all services follow the published schedule.

4. Maintain proper liaison with appropriate Port Authority personnel concerning daily operational problems and submit a roster of daily assignments and bus status to the Port Authority representative.

5. Monitor job performance to insure that all employees are complying with required safety policies and procedures.

6. Make sure that Bus Drivers are properly attired in accordance with the requirements set forth in this Agreement.

7. Inform the designated Authority representative when a service incident occurs or anytime there is a disruption in the scheduled service.

8. Be responsible for the optimum utilization of personnel and other resources on an assigned shift, including assistance in establishing scheduling patterns necessary to meet adequate service standards.

9. Perform on-board bus surveys and bus route surveys to ensure buses are in first class operating condition and are adhering to established schedules.

10. Field Supervisors shall not serve in the capacity of a Bus Driver on any tour or scheduled relief tour except as directed by the Port Authority.

11. Provide information to customers directly as needed, in accordance with standards of courtesy as developed by the Port Authority.

12. Make changes to the bus airline directories as requested by the Port Authority.

C. OPERATIONS MANAGER DUTIES/REPONSIBILITIES:

1. Prepare daily schedule for all Bus Drivers.

2. Prepare and maintain Daily Time Sheets and Payroll record keeping data.

3. Perform weekly reconciliation with Port Authority staff of billable hours.

4. Maintain disciplinary and historical records and ensure there are readily available if needed.

5. Prepare purchase orders and other requisitions for the purchase of supplies services and materials in associated with the administration and operation of the Service in accordance with this Contract.

6. Prepare and distribute copies of the weekly coordination minutes to appropriate staff.

D. SAFETY AND TRAINING SUPERVISOR DUTIES/RESPONSIBILITIES:

1. Oversee and coordinate initial job and customer service training and/or orientation course for all employees.

2. Assist in the development and implementation of training materials and aids; ensure that quality assurance requirements are addressed.

3. Facilitate, conduct or contract for initial and on-going safety awareness and training programs to ensure bus operators and mechanics are aware and knowledgeable of the unique hazards associated with the hybrid buses, particularly as related to the high voltage system and battery pack.

4. Provide input and recommendations based on Port Authority and organizational needs.

5. Identify opportunities to increase or modify skills via training classes and experiences.

6. Ensure that all employees adhere to all required safety and operational

procedures.

7. Investigate all incidents and accidents; prepare all necessary reports to ensure compliance with regulatory and organizational requirements.

8. Perform periodic safety inspections and provide feedback to appropriate staff.

9. Compile statistical data as may be required by the Manager from time to time.

E. MANAGEMENT REPRESENTATIVE DUTIES/RESPONSIBILITIES:

1. Plan, organize, direct and control the work required of all Contract staff assigned to the On-Airport Ground Transportation Service, including oversight and management of all maintenance activities.

2. Abide by and insure adherence to established policies, rules, procedures and regulations of the Port Authority as applicable at the Airport.

3. Represent the Contractor at meetings at the Airport, as may be directed by the Manager, which concern the performance of this Contract.

4. Investigate all customer complaints and forward findings to the Airport Manager.

5. Insure that all employees comply with the highest possible standard of customer service.

6. Make certain that employees meet Port Authority standards regarding personal appearance and demeanor.

7. Oversee the selection and discipline of Contract employees working at the Airport.

8. Initiate and direct the orientation and training of all employees of the Contractor to assure optimum customer service and efficiency.

9. Review all records and reports and take necessary action directly or through supervisors to correct errors and improve the efficiency reliability of the Service.

10. Authorize and approve the purchase of supplies, services and materials associated with the administration and operation of the service in accordance with this Agreement.

11. Be responsible for maintaining a daily record, to be called "the Manager's Log", which will note by time and date all instances of unusual events and will record the nature and result of all communications with Port Authority representatives. A summary of the Manager's Log shall be forwarded daily to the Airport Manager (or such office as they shall designate) as a morning report, including among other things incident reports and special payment authorization sheets submitted for approval.

12. Be responsible for analyzing operational activities in order to develop procedures to improve service. In those cases where Port Authority action is required, the Management Representative is expected to submit recommendations and suggestions for Authority consideration.

13. Conduct unannounced personal inspections at various times of the day and week to service standards and contractual obligations.

14. Perform a weekly reconciliation with Port Authority staff of billable hours.

15. Maintain disciplinary and historical records and ensure there are readily available if needed.

16. Prepare purchase orders and other requisitions for the purchase of supplies, services and materials associated with the administration and operation of the Service in accordance with this Agreement.

17. Prepare and distribute observe and evaluate the performance of subordinate personnel in fulfilling customer copies of the weekly coordination minutes to appropriate staff.

18. Maintain close liaison with the EWR Police Commanding Officer concerning problems of mutual concern such as safety, traffic and other items related to security and to the property of both the Port Authority and patrons utilizing the Service.

F. MAINTENANCE MANAGER DUTIES/RESPONSIBILITIES:

1. Manages and supervises a group of mechanics, mechanic's helpers, and other automotive trades personnel engaged in the repair and maintenance of automotive equipment in an assigned district or subsection of a central repair garage, as well as personally performs a variety of automotive repair and maintenance tasks.

2. Determines the type and extent of repair work to be done and is responsible for returning the automotive equipment to duty as soon as possible. Work is performed with considerable technical independence in accordance with established trade practices and departmental maintenance policies.

3. Schedules automotive equipment for repair in the garage, advises operations personnel of all defects in equipment. Oversees inspections of equipment through road tests or other means, and ensures that necessary repair work has been done.

4. Instructs mechanics and helpers on required repair work and establishes general time limits for such repair and maintenance work. Discusses repair assignments with mechanics and determines extent of any additional repair work to be done.

5. Supervises mechanics in various tasks and assigns them diverse duties in order to give training in various automotive repair operations.

6. Inspects work upon completion to determine that necessary repairs have been

made and that equipment is in proper operating condition. Manages repair work done and submits requisitions for needed materials; purchases emergency supplies as needed in order to make necessary repairs; and receives requisitioned materials, submits receiving reports, and maintains or supervises the maintenance stock records.

7. Supervises a variety of skilled repair tasks including turning up motors; adjusting valves; turning natures; repairing and replacing connecting rods, cam shafts and piston rings; repairing and replacing oil, fuel and water pumps; and testing and repairing steering mechanism, braking system and clutch assemblies.

8. Oversees the rebuilding and straightening of bent of damaged bodies including the replacement offenders, doors, door and window shield glass, and other body repair work.

9. Performs related duties as required to insure that all vehicles are maintained to the highest possible standards and that the vehicles remain in sound operating condition.

10. Establishes proper procedures for written reports and daily paperwork to document maintenance issues.

Section 38. Tours of Duty

(a) The Port Authority will compensate the Contractor for bus hours. Bus hours include only that time during which a bus is being utilized in the Ground Transportation Services. Bus hours do not include transportation to and from the staging area, Driver or Field Supervisor roll call, transportation to or from the roll call location, meal breaks, rest breaks or any other time off.

(b) A regular 8-hour tour for Bus Drivers shall include a minimum of a ½ hour meal period. All Contractors' personnel assigned to duty at the facility will report to the roll call area for duty ½ hour prior to each assigned tour for the purpose of tour roll call unless otherwise directed by the Manager. All employees must sign in at the onset of each tour and sign out at the completion of each tour at a point designated by the Manager, and sign-in and sign-out records must be made available to the Manager. The Field Supervisor, Operations Manager or his/her authorized representative will conduct roll call, which shall include but not be limited to, a daily briefing, personal appearance inspections and dispatching of Contractor's personnel to their assigned posts. Roll call time is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed, however such time will be considered hours worked for the purpose of computing the Minimum Combined Average Hourly Wage and Supplemental Benefits under the Section of the Contract entitled "Wages, Health Benefits and Supplemental Benefits". Employees shall be relieved from duty during lunch and will not be permitted to take this break on post. Meal periods will not be considered post coverage and will not be included in the post hours for which the Port Authority is to be billed. For the purpose of computing the Minimum Hourly Wage and Supplemental Benefits under the Section of the Contract entitled "Wage and Supplemental Benefits", meal periods

will not be considered hours worked; however, wages paid for by such periods will be considered in such computation.

(c) There shall be no Field Supervisor furnished by the Contractor for relief during meal periods of this class of employees. Supervisors shall not leave the Airport during meal periods and shall be available by telephone or two-way radio or pagers to respond to problems and emergencies. The Manager may require post coverage during such meal periods with respect to one or more Field Supervisor's posts and shall, if such coverage is so required, notify the Contractor to increase the number of Field Supervisor hours under this Contract and shall pay the Contractor for such hours at the Field Supervisor hourly rate.

(d) Under normal operating conditions, Contract personnel shall not be scheduled for more than eight (8) hours of duty (not including meal periods or any breaks) within a twenty-four (24) hour period nor shall an individual be scheduled for more than forty (40) hours of duty per week (not including meal periods but including any breaks), except as may be approved by the Port Authority. In the event, however, that such personnel are on duty beyond that time the Contractor shall have all responsibility and the Port Authority shall not be responsible for overtime payments, except as provided herein.

(e) In addition, no Field Supervisor, Bus Driver or maintenance employee shall be on duty for more than twelve (12) hours in a twenty-four (24) hour period except in the case of an emergency situation; such emergency situation hereunder to be determined by the Port Authority.

Section 39. Contractor's Employees

(a) The operations and activities of the Contractor, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. The Contractor shall provide, and its employees shall display on the outer most garment, above the waist, a picture I.D. badge and the employees of the Contractor shall wear uniforms as specified herein. The badges, other means of identification and uniforms shall be subject to the prior written approval of the General Manager of the Airport. The Port Authority shall have the right to withdraw such approval at any time and shall have the right to object to the Contractor regarding the demeanor, conduct and appearance of the employees and invitees of the Contractor, and of those doing business with it, whereupon the Contractor will take all steps necessary to correct or remove the cause of the objection.

(b) Without limiting the generality of the Contractor's obligations hereunder, the Contractor shall require its employees when they are engaged in the performance of the Service, to sign in on daily time forms or punch in on time clocks at the time of starting work and sign out or punch out when finishing work at such point(s) at the Airport as may be designated from time to time by the Manager. A daily summary of the information from the time forms and time clocks, as well as daily summaries of the actual time each employee spent in the performance of the Service, shall be prepared by the Contractor and a true copy thereof shall be submitted to the Port Authority from time to time as requested by the Manager.

The Port Authority shall have the right to have a representative present during the signing in/out and punching in/out as aforesaid and during the preparation of said summaries and forms.

(c) The Contractor recognizes that it is important to establish a detailed and specific disciplinary program for its employees. Consequently, the Contractor will develop and institute a formal disciplinary program, acceptable to the Manager, which enumerates specific recourse for failure to follow required rules and procedures. The program must be structured in such a way as to ensure that it is administered fairly and consistently.

(d) All subcontractors, as may be consented to and approved by the Port Authority, who provide permanent personnel to the Contractor for work under this Contract, shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

Section 40. Personnel Transportation Service

(a) The Contractor, in connection with the furnishing of the Service hereunder, agrees to provide vehicular transportation services for the purpose of transporting Bus Drivers and Field Supervisors to and from the posts on the Airport and for carrying out all functions and obligations of the Contractor in performing the Service hereunder (said vehicular transportation service being hereafter called "the Personnel Transportation Service"). Neither Field Supervisors nor any other employees assigned to a post are to perform these transports.

(b) The Contractor must continuously provide, for use in the Personnel Transportation Service, a minimum of two (2) motor vehicles available for duty on a 24-hour a day basis. Cleaning shall be accomplished at a minimum of twice a week, both interior and exterior, for all vehicles unless otherwise stated in writing by the Manager. The vehicle must meet the specifications and must be equipped as set forth in "Vehicular Specifications", Exhibit 5, attached hereto and made apart hereof, which vehicles shall at all times be used exclusively in and devoted solely to the Personnel Transportation Service hereunder. Minor deviations from the "Vehicular Specifications" which do not affect the performance or capabilities of the vehicle may be permitted at the discretion of the Manager. The foregoing vehicles (collectively referred to as "the Personnel Service Fleet" and individually referred to as "a Personnel Fleet Vehicle") shall be new and shall not have been manufactured earlier than the model year 2020. The Personnel Transportation Service and the use of the Personnel Service Fleet shall be conducted and available at all times that the On-Airport Transportation Service is provided hereunder and shall be provided as necessary or desirable for the performance of personnel transportation under the Contract.

(c) The Port Authority shall have the right, at any time and from time to time during the term of the Contract, to increase the number of vehicles of the Personnel Service Fleet on at least thirty days' notice to the Contractor. Upon the effective date of such notice, the Contractor will provide the required additional vehicles

and these vehicles shall become a part of the Personnel Service Fleet subject to and in accordance with all of its terms and conditions hereof, including without limitation, the aforesaid Vehicular Specifications. In the event of an increase in the number of vehicles comprising the Personnel Service Fleet, the Monthly Operational Charge on the Contractor's Cost Proposal Form, as accepted by the Port Authority, shall be adjusted on the effective date of such increase of vehicles as follows:

The Monthly Operating Charge then in effect shall be multiplied by a fraction, the numerator of which shall be the number of vehicles, as adjusted, comprising the Personnel Service Fleet and the denominator of which shall be the number of vehicles comprising the Personnel Service Fleet immediately preceding such increase and such product will thereafter constitute the Monthly Operation Charge. In the event such adjustment is made on other than the first of a calendar month, the Monthly Operating Charge for said month shall be appropriately prorated.

(d) The Contractor shall register each Personnel Fleet Vehicle under the laws of the State of New Jersey and shall comply with all New Jersey State and other laws, rules and regulations applicable to the operation thereof.

(e) In the event, at any time during the term of this Contract, a Personnel Fleet Vehicle is lost or destroyed or so damaged or is in need of such repair that it cannot be repaired in a period of ten (10) business days, said vehicle shall be removed from and no longer be a Personnel Fleet Vehicle. In the event of such permanent removal of the Personnel Fleet Vehicle, the Contractor shall replace said removed vehicle with another meeting the requirements and specifications set forth herein and equipped as required herein.

(f) In the event that any Personnel Fleet Vehicle is damaged or is in need of repair and such can be completed within ten (10) business days, the Contractor shall immediately proceed with such repair and provide in lieu of such Personnel Fleet Vehicle hereunder a vehicle of substantially the same carrying capacity, style or type' as the one being repaired, which shall be adequately equipped for such service and which equipment shall be subject to the prior approval of the Manager.

(g) Any Personnel Fleet Vehicle which, in the opinion of the Manager, fails to meet the requirements as set forth herein shall immediately, upon his/her oral direction, be removed from service and shall be replaced with a vehicle which meets all the specifications set forth herein. The vehicle removed shall not be returned to service until the condition complained of has been corrected as evidenced by written confirmation from the Contractor that the repairs have been made.

(h) In the utilization of the Personnel Fleet Vehicles, the Contractor shall use proper methods of dispatch and assignment so that no one vehicle is used more frequently than the other Personnel Fleet Vehicles.

(i) The agreement of the Contractor that the Personnel Service Fleet be used

exclusively in and only in providing the Personnel hereunder is of the essence of this Agreement, and upon the application to any court of equity having jurisdiction there under, the Port Authority shall be entitled to a decree against the Contractor requiring specific performance and the Contractor hereby waives any defense based upon the existence of a remedy of law in any action or actions which may be brought. The foregoing shall be additional and not in lieu of or exclusive of any other remedy available to the Port Authority at law or in equity.

(j) Notwithstanding the generality of any other term or provision hereunder, it is expressly understood and agreed that all costs of the Contractor of whatever kind or nature, or whether imposed or arising directly upon the Contractor under or because of the terms and provisions hereof, or in any other manner whatsoever because of the requirements of the operation of the Personnel Transportation Service hereunder including, but not limited to purchase, repair, replacement, painting, oil, license fees, registration, plates and insurance, shall be borne by the Contractor and without compensation or reimbursement from the Port Authority except as specifically herein set forth in this Agreement. The entire and complete cost and expense of the Personnel Transportation Service 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 hereinabove set forth. The Port Authority will provide all fuel required for the operation of the Personnel Transportation Service.

(k) The Port Authority shall have the right to require the Contractor to meet temporary emergency situations at the Airport, which services may require that more than the Service Vehicles then comprising the Personnel Service Fleet, be in service at any one time. In such event, upon at least eight (8) hours' notice (which may be oral) from the Manager, the Contractor shall promptly obtain and supply Additional Personnel Fleet Vehicles as hereinafter defined, in such numbers as shall be determined by the Port Authority, for such period as shall be specified in said notice. The term "Additional Personnel Service Vehicle" as used herein shall mean an additional motor vehicle or motor vehicles having a carrying capacity of no less than seven (7) passengers, which shall have air-conditioning and heating systems and be in first-class order and appearance, all as shall be approved by and be satisfactory to the Manager.

(l) Upon receipt of the aforesaid notice from the Port Authority, the Contractor shall promptly either: (aa) advise the Port Authority that the Contractor proposes to and will itself supply an Additional Personnel Service Vehicle for use in providing the service and the Contractor’s charge to the Port Authority therefore or (bb) advise the Port Authority that the Contractor proposes to hire a vehicle from an independent third party contractor and the cost to the contractor therefore. In the event the Contractor proposes to itself supply an Additional Personnel Service Vehicle as aforesaid, the Manager may accept or reject said Proposal by the Contractor. Upon notice to the Contractor of acceptance, the Contractor shall provide the Additional Personnel Service Vehicle as required. Upon notice to the Contractor of acceptance of a hired vehicle from an independent third party, the Contractor shall promptly hire an Additional

Personnel Service Vehicle from such third-party contractor for use in the Service for the specified period. The payment by the Contractor to the independent third party, who shall have provided an Additional Personnel Service Vehicle, or the charge of the Contractor to the Port Authority for Additional Personnel Service Vehicles, is an "Additional Personnel Service Vehicle Charge". The Contractor hereby agrees that it will at all times engage in arm's length transactions with third party contractors so as to achieve and secure fair and equitable prices and in no event shall it pay a price above that prevailing at the Airport and further agrees that should the Contractor propose its own vehicle to the Port Authority as an Additional Personnel Service Vehicle, the charge therefore will be fair and reasonable and will not be higher than that prevailing at the Airport. The payment of the Additional Personnel Service Vehicle Charge pursuant to this paragraph shall not be made unless (1) the Contractor's Proposal for the use of the Additional Personnel Services Vehicle and the cost therefore shall have received the prior written consent of the Manager or (2) the permission to engage an additional vehicle from a third party contractor and the cost thereof shall have received the prior written consent of the Manager and the Contractor shall have fully paid the same.

Section 41. Qualifications of Employees

Prior to assigning personnel to the Contract as a Field Supervisor or Management Representative, the Contractor shall furnish to the Port Authority a resume and references of the proposed employee detailing his/her experience within the past five (5) years and qualifications for the position. The individuals recommended shall possess the job qualifications listed herein unless waived by the Manager and are subject to an interview by the Manager.

i. All management personnel shall meet the following minimum requirements:

1. Possess a bachelor's degree (this requirement can be waived at the discretion of the Authority for current supervisory staff or if the individual has extensive experience in administering similar bus contracts).

2. Possess a valid Driver's License and a Class B Commercial Driver's license with passenger and air brake endorsements.

3. Possess computer literacy (email, MS Office).

4. Have at least five (5) years' experience in the busing, ground transportation or customer service fields.

ii. All supervisory personnel shall meet the following minimum requirements:

1. Possess an associate degree with at least 60 credits (this requirement can be waived at the discretion of the Authority for current supervisory staff or if the individual has extensive experience in administering similar bus contracts).

2. Possess a valid Driver's License and a Class B Commercial Driver's license

with
passenger and air brake endorsements.

3. Possess computer literacy (email, MS Office).

4. Have at least two (2) years' experience in the busing, ground transportation or customer service fields.

iii. All Bus Drivers shall meet the following minimum requirements.

1. Possess a high school diploma or a general equivalency diploma.

2. Possess a valid Class B Commercial Driver's License with passenger and air brake endorsements.

3. Have at least three (3) years continuous experience in the operation of motor coaches.

4. The ability to climb stairs.

5. Lifting and carrying baggage or materials weighing up to 70 pounds.

iv. All Mechanics and Supervisors must be fully capable of performing normal or emergency duties requiring moderate or arduous physical exertions such as:

l. Standing or walking an entire shift.

2. The Ability to Climb stairs

3. Lifting and carrying baggage or materials weighing up to 70 pounds.

4. Exposure to severe weather conditions for an entire shift.

v. All Mechanics and Supervisors must possess a valid Class B Commercial Driver's License.

vi. All Maintenance Foremen must be ASE certified Mechanics.

vii. Conversation skill in another language is desirable for Contractor personnel acting as Bus Drivers and Field Supervisors.

Contractor personnel acting as Bus Drivers, maintenance personnel, and Field Supervisors shall pass drug screening tests, including a comprehensive ten panel drug screen or its equivalent, to include screens for all drugs screened for pursuant to the Federal standards. The tests shall be administered by and at the sole cost and expense of the Contractor, at the commencement of this Contract, and randomly thereafter at the written request of the Port Authority.

In addition, alcohol testing of all "Safety Sensitive Personnel" shall be performed in accordance with Federal Standards 382.107.

viii. The Contractor shall furnish to the Port Authority, prior to prior to Commencement Date and at any time during the period of the Contract, including Option Periods, if any, at no expense to the Port Authority, information concerning the requirements and qualifications of the Contractor's personnel as listed above and shall submit evidence substantiating said qualifications and requirements to the satisfaction of the Port Authority.

The Contractor shall not employ in any capacity whatsoever under this Contract any person who, while employed hereunder, continues to be employed (including self-employment) in any capacity whatsoever by any other person or firm operating a ground transportation service to or from the Airport, nor shall the Contractor employ any individuals who continue to have any financial interest in or receive any remuneration from any of the foregoing.

(b) The Contractor shall maintain a personnel file, in the space the Port Authority provides to the Contractor, for each and every individual employed under this Contract. The file should include all paperwork relative to the qualifications cited in this Section, disciplinary action and any other information pertinent to the employee's performance under this Contract, and shall be made available for access by the Port Authority upon request, through the duration of the Contract. These records are the property of the Port Authority and shall be retained by the Contractor. These files are to be transitioned, as directed by the Port Authority, the end of the contract.

(j) Without limiting the generality of any other term or condition of this agreement, the Contractor hereby understands and acknowledges that all Bus Drivers employed by it to operate the On-Airport Ground Transportation Service shall be required to obtain the New Jersey State Commercial Driver License appropriate to the type of vehicle being operated. The Contractor hereby further agrees that all Bus Drivers and Field Supervisors employed by it to operate the Service shall, in accordance with Exhibit 7 attached hereto and made a part hereof, at all times exercise the highest standards of courtesy, diplomacy and tact in their relations with the general public and all other persons transported on the Service, including Airline employees, and that this requirement is of the utmost importance in providing the first class service required hereunder.

Section 42. Training by the Contractor

(a) An initial job and customer service training and/or orientation course (hereinafter referred to as the "Initial Training") shall be taken by all Bus Drivers and Field Supervisors. In addition to the Initial Training, a leadership training program for management and supervisory staff (hereinafter referred to as the "Leadership Training") shall be taken by the Management Representative, Operations Managers, Maintenance Manager, Safety and Training Supervisor, and all Field Supervisors. No additional compensation will be paid for the required training of the Contractor's employees.

The Initial Training shall be approximately five (5) working days and the Leadership Training shall be approximately three (3) days in duration. Except as may be waived by the Manager, the Contractor may not assign to the Facility any Bus Driver, unless he/she has completed the Initial Training or any Supervisor, Operations Manager or Management Representative unless he/she has completed the Initial and Leadership Training.

(b) The Manager may institute additional training programs from time to time as he/she deems necessary for which the Contractor will not receive any additional compensation.

(c) A syllabus for the Initial Training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Manager and shall include, but will not be limited to, the following subjects and any other relevant subjects as the Manager may deem appropriate:

i. Understanding, meeting/exceeding the customer's needs.
ii. Geographic orientation
iii. Airport Operations - familiarization with the services provided at the airport, airline locations and ground transportation services.
iv. Facility communications:
    1. Professional telephone conduct.
    2. Airport terminology.
    3. Effective and appropriate oral and interpersonal communications.
    4. Handling customer complaints.
    5. Conflict resolution and dealing with irate customers.
v. Understanding the needs and concerns of disabled customers and how to address these needs. This includes all types of disabilities.
vi. Specific duties and reporting relationships.
vii. Post assignments and work schedules.
viii. Familiarization with, and applicable procedures related to, required forms and tour reports.
ix. Appropriate ethics and conduct.
x. Professional appearance standards.
xi. Appropriate emergency procedures and notifications.
xii. Security/safety.
xiii. Contractor's mission statement and core values.
xiv. Progressive discipline.
xv. Maintaining a safe work environment.
xvi. Radio usage, terminology and procedures.

(d) In addition to the Initial Training subjects listed in Paragraph (c) above, the Contractor shall provide Leadership Training for Field Supervisors, Management staff and the Maintenance Manager, (hereinafter referred to as "Supervisory Personnel"). A syllabus for the Leadership Training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Manager, which shall include but not be limited to the following subjects and any other relevant subjects the Manager may deem appropriate:

i. Performance management and quality control.
ii. Setting examples of core values for the Workplace.
iii. Administering progressive discipline.
iv. Leading and motivating employees.
v. Inspiring individuals to achieve excellence.
vi. Conflict resolution.
vii. Setting priorities.
viii. Dealing with irate customers.
ix. Customer service standards and requirements.
x. Managing a diverse workforce.
xi. Maintaining a safe work environment.
xii. Incident reporting and log entries.
xiii. Bus Announcement and Fleet Management Systems operation, inspection and training.

Section 43. Uniforms, Identification Requirements and PPE

(a) The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Bus Drivers and Field Supervisor at the Airport and shall submit the proposed bus driver and field supervisor uniforms to the Port Authority for approval. The Port Authority will provide a patch to be affixed to each shirt, vest, jacket, blazer or outer garment as directed by the Port Authority. The Contractor's personnel shall not wear any insignia, badges, buttons, patches or embroidered emblems or letters, which identifies the Contractor's company or corporate name. The Contractor shall also supply its personnel, at no cost to the Port Authority, with related uniform equipment as specified by the Manager. The basic uniform will also include foul weather and winter gear. The Contractor shall be responsible for ensuring that its employees at all times wear their uniforms and appropriate shoes. The Contractor shall also supply its personnel, at no cost to the Port Authority, with related uniform equipment as specified by the Manager. All uniforms, colors, types and styles shall be subject to the prior and continuing approval of the Manager. The Contractor shall be responsible for ensuring that its employees at all times wear their required uniform and it shall cause its employees to change to freshly cleaned and pressed uniforms at least once every other day. Uniforms shall be supplied in the minimum quantities indicated in paragraph (d) below and conform to the specifications set forth in Exhibit 3 attached hereto and hereby made a part thereof.

(b) The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. The Port Authority will supply such insignia to the Contractor. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.

(c) The Contractor shall provide, and its employees shall wear, carry or display as required by the Manager a badge, number or some other appropriate means of picture identification, which shall be subject to the prior and continuing consent of the Port Authority in writing. None of the costs of such badges, means of identification and uniforms (or replacements hereof) shall be reimbursed to the

Contractor.

(d) The required Bus Driver uniforms are identified in Exhibit 3. Substitutions may be made with Port Authority consent.

(e) If the Contractor is unable to provide its employees with uniforms as specified above for a period of up to sixty (60) days after the commencement of the Contract, the Contractor shall not be deemed in default hereunder provided, however, that all employees during said period shall be properly and uniformly dressed in a style and color uniform utilized regularly by the Contractor and subject to the prior approval of the Manager. Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions of this Section.

(f) The Contractor shall provide its personnel, and shall require its subcontractors to provide their personnel, with Personal Protective Equipment (PPE) prior to entering the Facility, and shall replenish PPE periodically as appropriate. PPE is equipment worn to minimize exposure to hazards that may cause serious injuries and illnesses at the workplace. These injuries and illnesses may result from contact with biological, chemical, radiological, physical, electrical, mechanical, or other workplace hazards. PPE may include, but shall not be limited to, items such as face coverings, gloves, safety glasses, shoes, earplugs, muffs, hard hats, respirators, coveralls, vests and full body suits. The Contractor shall require its personnel, and shall require its subcontractors to require its personnel, to utilize such PPE as appropriate to the Facility and Work covered under the Contract or as may be required by the Port Authority. Regardless of the type of Work, face coverings are required to be worn at all times at all Port Authority Facilities, unless otherwise directed in writing by the Port Authority.

Section 44. Radios and Other Related Equipment

(a) The Port Authority shall have the right, upon twenty-four (24) hour notice to the Contractor, given from time to time and at any time during the term of this Agreement, to require the Contractor to purchase, provide and/or install in all On Airport Ground Transportation Service vehicles as the Port Authority may direct, such two-way radios, including antennas, power supplies, batteries and other equipment associated therewith as specified by the Port Authority in Exhibit 9, herein, attached hereto and made a part thereof. In addition, as directed by the Manager, the Contractor will purchase a sufficient number of portable two-way radios and chargers to equip Management and Field Supervisors. Such purchase shall include installation where necessary and shall be pursuant to such service contract as may be acceptable to the Port Authority, in form and substance. The Port Authority may also elect to provide all or part of the radio equipment and install the same.

(b) The Contractor shall operate the radio equipment in such manner and using such procedures as shall be specified and directed from time to time by the Manager, and the Contractor shall immediately correct any conditions that interfere with radio operations. Such portions of the radio equipment as may be portable, if any, shall be returned to the Port Authority when not actually being used, if directed by the

Manager to do so. The Contractor shall give the Manager immediate oral notice of any defect, state of disrepair or damage to the radio equipment or any part thereof.

(c) Title to the radio equipment shall be taken in the name of and shall be and remain in the Port Authority and at the revocation, termination or expiration of this Agreement, or at such earlier time as shall be directed by the Port Authority, the radio equipment shall be returned to the Port Authority by the Contractor. The Contractor shall keep the same in first-class working order and shall return the radio equipment to the Port Authority in the condition existing at the time of purchase, reasonable wear and tear excepted.

(d) The Contractor shall also obtain a standard service contract covering the radio equipment at the direction of the Port Authority; such purchase shall include installation where necessary and shall be pursuant to such service contract as may be acceptable to the Port Authority in form and substance. A service company authorized by the manufacturer thereof to perform repairs on its behalf shall perform the maintenance and repair of the radio equipment. A service company authorized by the Manager shall perform the maintenance and repair of the radio equipment.

(e) All maintenance and repair of the radio equipment shall be performed by the Contractor. The Contractor shall give the Manager immediate oral notice of any defect, state of disrepair or damage to the radio equipment or any part thereof.

(f) The Contractor shall protect and take good care of the radio equipment, shall instruct its personnel in the proper operation and care thereof, and shall return the radio equipment to the Port Authority when and as may be required by the Manager from time to time in the same condition as delivered to the Contractor excepting only reasonable wear and tear.

(g) The cost of repairs, replacements and maintenance of the radio equipment occasioned in whole or in part by the acts or omissions of the Contractor or its representatives or employees and not due to ordinary wear and tear will be the obligation of the Contractor. The Port Authority will require the Contractor to supply weekly status reports as to the condition of all radios and related equipment. Monthly audits will be made by the Port Authority to ensure that all equipment is being well-maintained and receiving proper care.

(h) The Contractor shall obtain and at its sole cost and expense, in the name of the Contractor, Federal Communications Commission (FCC) approval and all other licenses, permits or approvals as required to operate said equipment at the Airport. Upon the expiration or sooner termination of this Agreement, the Port Authority shall have the right to direct the Contractor to surrender any license issued by the FCC to the Contractor which is used in connection with this Contract to the FCC or to seek the consent of the FCC to its assignment to the Port Authority or to such other person as the Port Authority may direct.

(i) The Contractor agrees that all costs submitted for radios and other related equipment to the Port Authority hereunder shall be fair and reasonable and comparable to the charges for such work prevailing at the Airport and agrees that, where it shall contract with a third party for said equipment, installation work or repair, it will at

all times engage in arm's length transactions with said third party contractors so as to achieve and secure fair and reasonable prices and in no event higher than those prevailing at the Airport. The payment of costs hereunder shall not be made unless (1) the permission to perform the work and purchase equipment and the cost there of shall have received the prior written consent of the Port Authority, and (2) the Contractor shall have fully paid the same.

Section 45. Space Provided to the Contractor

(a) The Port Authority will furnish to the Contractor, at the Contractor's option, without additional charge, a location(s) at EWR (the "EWR Staging Area"), to be used solely for the temporary parking of vehicles immediately prior to or immediately after being operated in the Service.

(b) In addition, the Port Authority may furnish for use by the Contractor, subject to availability, without charge, exclusive or non-exclusive space at a location at EWR Airport to be used by the Contractor for storage, employee's lockers, and for clerical and management functions, all solely in connection with the operations of the Contractor under this Contract. The Contractor must furnish office furniture, supplies, telephone equipment, and telephone service for the space in order to operate the Service. The Contractor shall examine the space carefully and shall accept the space in its present condition.

(c) The Contractor shall keep the EWR Staging Area well-lit and in first class operating condition and appearance during the term of this Contract, and any Extension Periods or Option Periods.

(d) The Port Authority shall have the right at all times to enter and/or inspect the Space, EWR Staging Areas, and any other space used by the Contractor (collectively, the "Areas"), for any reason. Without limiting the generality of the foregoing, the Port Authority shall have the right, at its sole discretion, to maintain existing and future utility systems or portions thereof on the Areas to make repairs, replacements, additions or alterations. It is understood, however, that the foregoing shall not impose or be construed to impose upon the Port Authority any obligation to construct or maintain, or make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

(e) The telephones provided by the Contractor shall be used by the Contractor only and exclusively for operations in the Service. The Contractor shall pay directly to the supplier thereof any charges with respect to use of such phones.

(f) The Contractor shall, throughout the term of this Contract, assume the entire responsibility and shall relieve the Port Authority from all responsibility for cleaning and routine maintenance in the Areas. Without limiting the generality of the foregoing, the Contractor shall perform, at a minimum, the following tasks:

i. Keep the Areas at all times in a clean and orderly condition and appearance, and all the Contractor's fixtures, equipment and personal property, which are

located in any part of the Areas.

ii. Take good care of the Areas and maintain the same at all times in good condition. Perform all necessary preventive maintenance, including but not limited to painting to the extent required to maintain the premises in good condition. Replacements by the Contractor shall be in quality and class not inferior to the original in materials and workmanship; and to pay promptly the cost and expense of such repairs, replacements and maintenance.

iii. Provide and maintain all lights (internal) and similar devices, and provide and maintain all other equipment of every kind and nature required by any law, rule, ordinance, resolution or regulations.

iv. Maintain the bus wash system and replenish the system with approved bus detergent and other supplies as required by manufacturer.

v. Repair any damage to the paving or other surface of the Areas caused by any oil, gasoline, grease, lubricants or other liquids and substances having a corrosive or detrimental effect thereon.

vi. Commence work required to maintain, clean, repair, replace or paint within a period of thirty (30) days after notice from the Port Authority. In the event that the said notice specifies that the required work to be accomplished by the Contractor includes maintenance and/or repair other than preventive maintenance, the Contractor will have thirty (30) days from said notice to accomplish the preventive maintenance, or to continue to completion of the repair, replacement or painting of the space required to be repaired, replaced or painted under the terms of this Agreement. If the work is not completed within this period, then the Port Authority may, at its option and in addition to any other remedies which may be available to it, repair, replace or paint all or any part of the Areas included in the said notice, and the cost thereof shall be payable to the Port Authority by the Contractor upon demand.

vii. Nothing herein contained shall relieve the Contractor of its obligation to secure the Port Authority's written approval before making alterations, decorations, repairs, replacements, additions or improvements in the Areas, or to any Port Authority property.

(f) Upon the expiration or earlier revocation or termination of this Contract, or upon a change in Port Authority provided locations, the Contractor shall promptly vacate the Areas and leave them in the condition existing when made available to the Contractor, reasonable wear and tear excepted.

(g) The Port Authority shall have the right in its sole discretion, upon twenty-four (24) hours' notice to the Contractor, to furnish additional areas at the Airport, or to withdraw or substitute any locations provided by the Port Authority under this Contract. All the terms, provisions, covenants and conditions of this Contract shall apply to the additional or substituted location(s), and the Contractor shall operate on the additional or substituted area, or cease operations on the withdrawn area, as the case may be. The Port Authority will provide electricity for lighting and the

energizing of business machines, heating, and air-conditioning to the extent existing facilities are capable of supplying the same. The Port Authority shall be under no obligation to supply such services if the supplying or use of such services shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction, and if the Port Authority deems it in the public's best interest to comply therewith. This shall not be grounds for any claim by the Contractor for damages, consequential or otherwise.

(k) The Contractor shall commit no unlawful nuisance, waste or injury on the Areas or at the Airport and shall not do or permit to be done anything, which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Areas or the Airport.

(l) The Contractor shall not create nor permit to be caused or produced upon the Areas, to permeate the same or to emanate therefrom any unusual, noxious or objectionable smokes, gases, vapors or odors except such as are necessarily incidental to the normal operations of the Contractor in the conduct of its operations.

(m) The Contractor shall not dispose of nor permit any one to dispose of any waste material (whether liquid or solid) by means of toilets, manholes, sanitary sewers or storm sewers in the Areas or on the Airport except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Port Authority.

(n) The Contractor shall not keep or store during any 24-hour period flammable liquids within any enclosed areas (other than in rooms or areas expressly constructed for the storage of such liquids) in excess of the Contractor's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(o) The Contractor shall not start or operate any engine or any item of automotive equipment in any enclosed space on the Areas unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device that has been approved by the Port Authority.

(p) Except as provided in this Section, the Contractor shall not keep or store in the Areas, explosives, inflammable liquids or solids or oxidized materials or use any cleaning materials having a harmful corrosive effect, on any part of the Areas.

(q) The Contractor shall not fuel or de-fuel any automotive vehicles or other equipment in the enclosed portions of the Areas without prior approval of the General Manager of the Airport, provided, however, that the Contractor shall not be prohibited from using gasoline or other fuel in such enclosed Areas where necessary in repairing or testing component parts, and in such event the Contractor shall take all precautions reasonably necessary to minimize the hazard created by such use.

(r) The Port Authority has agreed by the provision in its agreement of city lease with the cities of Elizabeth and Newark covering the Airport to conform to the

enactments, ordinances, resolutions and regulations of the cities of New Jersey and of its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Contractor shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Contractor shall conform to such enactments, ordinances, resolutions, and regulations insofar as they relate to the operations of the Contractor at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Contractor, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Contractor of a written direction from the Port Authority, such compliance shall not constitute a breach of this Agreement, although the Port Authority thereafter notifies the Contractor to refrain from such compliance. Nothing herein contained shall release or discharge the Contractor from compliance with any other provision hereof respecting governmental requirements.

Section 46. Construction and Excavation Work

(a) Notwithstanding the undertaking by the Port Authority to furnish Space including maintenance and staging areas hereunder for the operation of the Contractor, if the Port Authority deems it necessary or advisable to enter upon any portion of the Space and for a temporary period to perform excavation, construction or other work thereof, in order properly to operate the Airport or any part thereof or to maintain the same or to provide for the security thereof, the Contractor shall upon request relinquish to the Port Authority for such temporary period such portion of the Space, and no interference with the operations of the Contractor pursuant to this Section shall be deemed of this Agreement by the Port Authority.

(b) Nothing contained in this Section shall impose or shall be construed to impose upon the Port Authority any obligation so to maintain or to make repairs, replacements, alterations or additions, or to create any liability failure to do so.

Section 47. Bus Battery Replacement

The Contractor is to periodically assess battery pack performance and to initiate immediate replacement when needed or as recommended by the Manufacturer. Approximately one year prior to scheduled replacement the Contractor shall solicit and provide at least three quotes for replacement battery packs, including direct replacement with existing battery technology as well as other optional battery technologies that may be available at the time, and a recommendation to the Authority regarding replacement. Quotations must include the removal, replacement, and disposal of old batteries, as well as any programming or software changes necessary to optimize performance of the new battery pack inclusive of all parts and labor for the installation. The Port Authority will instruct the Contractor as to the replacement battery packs to be used and will reimburse the Contractor for the cost of the replacement battery packs.

Section 48. Mission Statement and Core Values

During the term of the Contract, including the extension periods, if any, the Contractor shall develop and establish a mission statement for the operation and management of the Ground Transportation Service, which shall be subject to the continuing approval of the facility Manager. Within thirty (30) days of the Commencement Date, the Contractor shall, at its expense, post its mission statement in conspicuous Facility locations including its roll-call site and locations in which the general public interfaces with the Contractor's employees. The location and means of posting the mission statement shall be subject to the prior approval of the Facility Manager. Personnel who interface with the public are expected to be able to explain, upon request, how the mission statement impacts their respective jobs.

Section 49. Safe Vehicle Operation

Contractor shall perform services in compliance with all Federal Motor Carrier Safety Agency ("FMCSA") regulations. The Contractor shall have in place an overall safety program, a driver's training program, and vehicle maintenance program. Upon request of the Port Authority, the Contractor must provide a written description of the aforementioned safety, training, and maintenance programs, or any other information relating to safety, including but not limited to, results of inspections and actions taken to remedy safety issues and violations. The Port Authority may evaluate the Contractor's overall safety program, with regard to the services being performed. The Port Authority reserves the right to request changes in a Contractor's safety, training, and maintenance program to assure that they are rigorous and effective. In the event the Contractor is subject of an investigation, compliance review, and/or enforcement action related to safety, the Contractor must fully disclose said investigation, compliance review, and/or enforcement action(s) in accordance with the Standard Terms and Conditions, Part II of Attachment B.

ATTACHMENT B

PART II STANDARD CONTRACT TERMS AND CONDITIONS

(Attached at back of this RFP)

ATTACHMENT C- 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 D- MBE/WBE PARTICIPATION PLAN

Form PA3760C, Attachment D1, will need to be filled in and in the event of an MBE/WBE plan modification please use Form PA3760D, Attachment D2.

THE PORT AUTHORITY OF NY & NJ

ATTACHMENT E

STATEMENT OF SUBCONTRACTOR PAYMENTS — PA3968 / 03-09

MBE/WBE Participation Report

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

Contract/PO No.: _____ Date of Invoice: _____

Contract Title: _____ Committed MBE/WBE Goals: M _____ W _____

Prime Contractor Name: _____

Contract/PO Amount: _____ Award Date: _____

Completion Date: _____

PA Project Manager: _____ MBE/WBE Participation to Date: M _____ W _____

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

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

_____ Signature _____ Print Name _____ Title _____ Date

ATTACHMENT F - Certified Environmentally Preferable Products/Practices

Proposer Name: _____Date: _____

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

1. Packaging

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

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

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

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

☐ Yes ☐ No If yes, Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

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

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

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

5. Other Environmental Criteria

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

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

_____ _____Name _____Date

ATTACHMENT G- EXHIBITS

Exhibit 1A	Inspection, Maintenance, Service and Repairs of Vehicles & Inspection Checklist
Exhibit 1B	Preventive Maintenance
Exhibit 2B	Cost Proposal Form
Exhibit 2C	Monthly Management Fee Calculation
Exhibit 3	Uniform Specifications
Exhibit 4	Required Daily Scheduled Hours
Exhibit 5	Personnel Fleet Service Vehicle Specifications
Exhibit 6	Description of Contingency Service
Exhibit 7	6th Edition Customer Service Standards 022016
Exhibit 8A	Mystery Shopper Program (May 2019)
Exhibit 8B	WE SOAR Form Sample
Exhibit 9	Ground Transportation Service Radio System
Exhibit 10	EWR Bus Inventory
Exhibit 11	List of Available Warranties
Exhibit 12	Minimum Bus Recommended Spare Parts
Exhibit 13A	Airport Map
Exhibit 13B	Shuttle Bus Routes
Exhibit 15	Fleet Management System Reports
Exhibit 16A	The Port Authority of New York and New Jersey Air Terminal Rules and Regulations
Exhibit 16B	Ground Vehicles Specifications Addendum to Airport Rules

EXHIBIT 1A

INSPECTION, MAINTENANCE, SERVICE AND REPAIR OF OMNIBUS VEHICLES

This exhibit sets forth the Port Authority's minimum requirements for inspection, maintenance, service and all repairs for omnibus vehicles used for transporting airline patrons and employees.

The Contractor shall be capable of, and responsible for completing all safety inspections, maintenance service, minor and major repairs and subsequent return to service for all omnibus vehicles. A significant contractor responsibility is maintaining the asset value of the Port Authority owned buses, extended warranties, and equipment provided under this contract. The Contractor's obligation for the performance within the time provided by the Contractor in his estimate for all maintenance services and major repairs in accordance with the vehicle manufacturer's recommended guidelines and acceptable industry standards is of the essence of this agreement.

The Contractor shall be a certified/licensed repair establishment within the state of New Jersey. An ASE (National Institute for Automotive Service Excellence) or approved equal certificated Supervisor, qualified in the Transit Bus Series tests for H4: Brakes, and H6: Electrical/Electronic Systems shall be available to inspect and approve all brake system repairs and all electrical/electronic system repairs.

The contractor will assure that all operators and mechanics who drive or work on hybrid buses are trained and knowledgeable in the hazards of the high voltage system. This shall be accomplished through formal training, either by the bus manufacturer or hybrid system manufacturer, an accredited commercially available course in hybrid vehicle hazards and safety, a contractor developed course, or alternate methodology acceptable to the Port Authority. The vendor will detail their proposed safety training methodologies, certification, and management plan with respect to both diesel and hybrid bus operation and maintenance.

All contractor furnished services, including inspection, testing, repairs, certification, etc., shall be performed in accordance within the standards as set forth by:

The American Society of Testing Materials [A.S.T.M.] The Society of Automotive Engineers [S.A.E.]
The American National Standards Institute [A.N. S.I.] The National Fire Protection Association
The National Fluid Power Association [N.F.P.A.] The National Electrical Code
Occupational Safety and health Administration [O.S.H.A.] American Welding Society [A.W.S.]
American Society of Mechanical Engineers [A.S.M.E.] Federal Motor Vehicle Safety Standards [F.M.V.S.S.] Department of Transportation Regulations [D.O.T.] Federal Motor Carrier Safety Regulations [F.M.C.S.R.] Parts 382, 383, 387, 390 to 399 [inclusive]

Original Equipment Manufacturer [O.E.M.] Vehicle manufacturer's service & repair manuals Automotive Service Excellence [A.S.E.] Environmental Protection Agency [E.P.A.]

In addition, the maintenance practices and intervals shall fully comply to those required by Proterra and Orion Buses, the manufacturers, and maintenance practices and intervals shall be documented to assure that the terms and conditions of all warranties, both standard and extended are maintained throughout their duration. A table of warranties is provided at the end of this section.

All service fluids, engine axle, and transmission fluids, coolant, refrigerant, greases, hydraulic oils and all others shall be in strict conformance with the bus or OEM component or system manufacturer's recommendations. Fluid specifications are enumerated in the service manuals that will be provided with the new buses. Upon request, the contractor shall provide evidence to the contract administrator that service fluids meet all specification requirements and are API and/or SAE approved if appropriate.

All furnished services shall include providing copies of all driver inspection reports and repair work-orders for all repairs and certification tests that have been performed and completed for each vehicle, no exception.

All work orders shall be sequentially numbered and logged on a master tracking list and this master-tracking list shall become part of the permanent maintenance record of the omnibus sleet. All work orders shall include a full description of discrepancies, work instructions, repairs, testing and all parts used to effect proper repair.

These work orders and inspection sheets shall indicate whether the item inspected is in a "satisfactory" or "unsatisfactory" condition in addition to recommendation for correcting any deficiencies and shall include the following information:

removed from service date
return to service date
full vehicle I.D. number
vehicle fleet number
vehicle mileage
license plate number
start date
engine hours
mechanic assigned
completion date
items rebuilt or replaced
part number and description all manufacturer's recommended updating copies of all test results recorded prior to and after completion of all repairs

The Contractor will submit a monthly report identifying the required spare parts and their current spare parts inventory. The Contractor shall have a professional staff capable of completing all work for the trades listed below; or provide a listing of all subcontractors meeting all standards as outlined within these specifications. All subcontractors must be pre-approved, as provided for under the Form of the Contract.

Painting	Omnibus bus/heavy duty truck suspension
Welding	Chassis repair
Automotive Electrical	Heavy duty engine repair
Hybrid High Voltage Electrical	Hybrid Battery Testing and Replacement Tire repair

Transmission repair service and testing Bus certification including ASE or DOT accredited certified inspectors.

VEHICLE MAINTENANCE SERVICES

Maintenance shall include those services set forth in Exhibit 1B.

Each service shall include, but not be limited to, the items listed in Exhibit 1A, attached hereto to this addendum and hereby made a part hereof.

The above maintenance services shall be performed at each respective odometer mileage interval or at the respective engine hour meter reading. Engine hour meter reading shall be calculated using a conversion factor of 1 hour operating time being equal to 30 odometer miles, no exception.

The contractor shall furnish and install Hobbs engine hour meters on all Ground Transportation vehicles within thirty [30] days of award, no exception.

TIMES FOR PERFORMANCE OF SCHEDULED MAINTENANCE

All “A”, “B”, “C” and “D” Maintenance Services shall be completed within 500 miles or 15 engine hours of the respective maintenance service. Engine and Transmission Oil Analysis shall be performed at every “B” service, no exception. The Contractor guarantees that all maintenance services will be completed within the guidelines stipulated.

In addition to the above Maintenance Services, the Contractor shall perform recommended hybrid battery equalization charging to each bus at intervals not to exceed every 6 months, no exception. Hybrid bus battery packs will be replaced at intervals not to exceed three years, and the Contractor will within one year of contract award establish a contract with an OEM approved supplier to replace battery packs on hybrid buses as needed, but not to exceed 3 years. The contract with the battery supplier shall include for the removal and disposal of the old battery packs.

REPAIR STANDARDS

All hardware, materials, equipment and parts furnished and installed by the contractor shall be the latest new and published stock models. All critical hardware, mounting bolts, etc., shall be replaced as new.

All hydraulic fittings furnished and installed by the contractor shall be reusable components.

When the repaired vehicle requires body work and repaint it shall be painted in standard color and layout, including the proper paint preparation in accordance with the original equipment manufacturer [O.E.M.] standards and as approved by the engineer of record.

Upon completion of repairs to sub-structure assemblies, priming, painting and rustproof/undercoating shall be furnished in accordance with the original equipment manufacturer [O.E.M.] standards.

Acceptable parts shall be in accordance with manufacturer's recommended standards. Substitutions, must be approved by the Authority.

BRAKE REPAIRS AND TESTING

Brake repairs and testing shall only be performed by trained and qualified mechanics, and all brake repairs are to be inspected and approved by ASE certified supervisor. Brake testing shall conform to all federal regulatory requirements as well as those of the of the States of New Jersey, and the most recent edition of APTA BT-RP-001-05 Recommended Practice for Transit Bus In-Service Brake System Performance.

PAINTING STANDARDS

Prepare surface for painting according to paint manufacturers recommended practices. Clean all surface residues; i.e. sanding debris, decal remover, oil, grease, etc.

All exposed steel must be prepared, neutralized, and primed before painting according to the original equipment manufacturer [O.E.M.] recommendations.

Remove surface corrosion on non-structural components. The area affected shall be cleaned, neutralized, filled with the appropriate body filler and primed. Repair all scratches, dents and accident damage.

Panel painting shall be allowed, however, this type of painting shall be submitted in writing on a repair estimate and approved by the Authority.

As soon as practical after preparation all components shall be primed with a minimum of two [2] coats of primer. All mating assemblies or parts that are joined and are inaccessible shall be finished in accordance with the original equipment manufacturer [O.E.M.] standards.

The finish paint manufacturer shall approve specified primer.

A self-etch primer, as specified by the paint manufacturer, shall be applied to all the non-masked surfaces. The paint manufacturer shall specify all paint mixes.

All non-painted surfaces shall be masked off to prevent paint over spray from covering the surface below.

Where applicable a re-application of under coatings on replacement parts or panels is required.

The rebuilt unit is to be furnished with a quality, commercial grade finish. All surfaces shall be free of dents, gouges, buckles, surface scale, rust, corrosion or other surface irregularities and defects. All materials shall be cleaned and conditioned in accordance with the paint manufacturer's recommendations for the base material and final coating.

The final finish shall provide full coverage and consist of a high gloss coating which shall be free from sags, ruins, orange peel, fish-eye, crazing, pitting or other paint defects.

The final finish shall be in accordance with manufacturer's standard paint finish and approved by the engineer of record the contractor shall notify the Authority prior to both priming and final painting to permit complete inspection of all work completed to date.

REMANUFACTURED PARTS AND MATERIALS

Re-manufactured parts or after market parts may be substituted only upon written authorization by the Authority.

Re-manufactured parts are defined as those parts that exceed rebuilt specification measurements and meet or exceed all original equipment manufacturer [O.E.M.] standards for new, original parts.

No used or salvaged parts shall be utilized for repairs, no exception. FASTENER AND

HARDWARE STANDARDS

All fasteners purchased and used by the contractor under this agreement shall be new and in accordance with the standards as further defined within the specifications.

All fasteners shall be manufactured in the United States and shall comply with the "Fastener Quality Act" – Public Law Number 101-592

Fasteners Requirements:

Frame mounting hardware & frame components – grade 8.2, minimum or as specified by the original equipment manufacturer [O.E.M].

Steering/front end work – grade 8.2, minimum or as specified by the original equipment manufacturer [O.E.M.].

All chassis frame assembly components and mounting hardware grade 8.2 minimum or as specified by the original equipment manufacturer [O.E.M.].

All other repairs – grade 5 minimum.

WORKMANMSHIP STANDARDS

All dimensions' measurements and other pertinent data furnished by the contractor shall be given in U.S. standard units; inches, feet, pounds, etc., Foreign language terms and/or metric measurements are not acceptable.

All components being refurbished shall meet manufacturer's minimum standard for new or re-manufactured parts.

All design, workmanship and materials shall at all times and places be subject to the inspection and should they fail to meet approval, shall be forthwith made good, replaced or corrected [as the case may be] by the contractor at their own expense.

Workmanship shall follow the general guidelines below:

Manufacturing of specialized parts as required in repairing specialized vehicles. Frame straightening, shall be done by a qualified tradesman/mechanic.

All work shall be done within the recommended repair and design tolerances of all original equipment manufacturers [O.E.M.] standards.

All welding shall be in accordance with A.W.S. standards.

In order to provide a sound, paint finish over welds, the contractor shall: Minimize weld spatter.

Clean all welded and adjacent areas.

All body and panel repairs shall be performed by, or under the direct supervision of an experienced body repair tradesman.

STANDARDS FOR ELECTRICAL REPAIRS:

All wiring shall provide the electrical system with a maximum voltage drop of 3% of regulated voltage between the alternator/generator and the bus bar or between the battery and the bus bar when the charging system is operating at its rated load. Whenever the system is operating at rated load or when battery is discharging at the 5-minute rate.

All new wiring harnesses shall be heavy duty, with oil and moisture-resistant hexane type insulation, jacketed, properly routed and secured to frame rails or equipment, with grommets fitted at every bulkhead or sheet metal opening to prevent flexing, chafing, pinching or harness damage.

The contractor shall furnish both a pictorial diagram and a full schematic of all repairs completed to the electrical system for all body lighting, indicator lamps, auxiliary equipment, accessory lighting and control circuits [including automatic-reset circuit breaker size, wire size with color code, switch, and indicator lamp make, model and part numbers].

All exterior vehicle body lighting repairs shall meet the current requirements of F.M.V.S.S. 108. All exterior lighting shall be furnished and installed as the original equipment manufacturer [O.E.M.] standards or approved equal.

All installed lamps and junction boxes shall have moisture proof lexan or poly-carbonate covers.

All wiring shall be properly anchored and secured with insulated, removable clips or wire clamps to permit easy servicing and repair.

All wire terminations shall end in properly sized connectors or splices which shall be crimped, soldered and covered with heat-shrink tubing to insure a waterproof connection. No external splices, external plugs or splices contained within a junction box shall be accepted. Wiring routed through all junction boxes shall be installed in compression fittings suitably sized for the number of wires contained within each bundle.

All wiring connections shall be contained within lamp housings or junction boxes. All terminal blocks and connections shall be coated with non-conductive dielectric grease to seal against moisture and corrosion.

All auxiliary-wiring repairs shall be inspected and approved by the Authority prior to delivery of the vehicle back into service. “Scotch-lok” style splices and connectors are unacceptable and shall not be furnished or installed.

All primary wire shall be 14-guage, minimum. BSXL Cross-link polyethylene insulation. All cable shall be jacketed A.T.A. or T.T.M.A. recommended practice quality. A plastic loom must protect all other wire bundles.

All wiring and cable repairs shall have sufficient slack to allow for expansion and contraction. All wiring and cable shall be secured every fifteen inches [15”], approximate, with heat-resistant, rubber-coated fasteners [“stick-on” fasteners are not acceptable] to prevent unnecessary flexing.

The finished electrical repairs shall provide a sealed, dry system. The following standards shall

be adhered to for all hydraulic repairs:

The Contractor shall perform a complete test of all fluid power systems, including a duty analysis of the system after repairs are completed.

Under no condition shall the system contain any component that provides less than a 4: 1 safety factor for burst versus operating pressure. All components shall provide for system compatibility to prevent heat build-up, cavitation or undue friction loss.

The Contractor shall furnish a complete hydraulic schematic for all recommended repairs that fall beyond the scope of parts and/or replacement or repair. All conductors and fittings shall conform to A.N.S.I. Standard B36.10 and S.A.E.-j 846 for identification.

The flow rate and velocity for each conductor shall be identified whenever a repair fails outside the manufacturer's recommended standards for repair.

When requested, the contractor shall forward a heat balance and cycle analysis for review.

System operating temperature:

All repairs shall provide that the system operating temperature shall be an optimum temperature of one hundred and thirty-five [135] degrees Fahrenheit @ 95 ambient and shall not exceed one hundred and fifty [150] degrees Fahrenheit @ ninety [95] degrees Fahrenheit, ambient.

Rigid conductors:

All rigid conductors shall conform to A.N.S.I. B36.10 or S.A.E.-J 1065. They shall be used as much as possible except for short lengths as needed. They shall have a minimum of joints, bends and elbows and shall be securely fastened to the frame structure.

Flexible conductors:

All flexible conductors shall conform to S.A.E.-J 517 and S.A.E. 100R10 and shall be of suitable length and routed with a minimum of bends.

All flexible conductors shall be installed without twisting throughout their entire length to permit flexing in a single plane. When flexible conductors are routed through a compound bend they shall be divided into two or more bends by clamping to permit each bend to flex within a single plane.

All flexible conductors shall be routed through a grommet when passing through a bulkhead and shall be clamped as needed to prevent cover abrasion. Spring guards shall be furnished and installed in areas susceptible to mechanical damage.

All conductors shall be sized to provide flow rates at the manufacturer's recommended standard or at the maximum system flow not greater than the following:

Pump suction	2.5fps
Pump discharge [continuous duty]	7.0fps
Pump discharge [intermittent]	9.0fps
Reservoir return	5.0fps

All reservoir-to-pump suction lines shall be installed as a single piece assembly and shall be of uniform diameter.

All fittings shall be steel and appropriately sized to each conductor and/or component in accordance with S.A.E. or A.N. S.1. standards and recommendations for such components. Black, cast or malleable iron fittings are not acceptable.

All threaded fitting shall be joined with Loctite sealant no. 545 [p/n 5453 1], Teflon tape is unacceptable.

Repairs to the hydraulic fluid reservoir shall be in accordance with the joint industry committee standard H5 for fluid reservoir. All repairs to the reservoir shall be made with U.S. 1 gauge ["pickled"] steel.

All hydraulic system welding repairs shall be performed by means of mig welding using a 25% carbon dioxide / 75% argon mixture. Upon completion of all welds the reservoir shall have all sharp edges removed and all corners ground to a radius. Upon completion of any hydraulic reservoir repairs the unit shall be pickled and oiled. Particle [sand, black beauty, etc.] blasting is not acceptable.

All vehicles shall be delivered completely lubricated. All fittings shall be properly greased and all fluid levels, except fuel, shall be topped-off.

Twenty-four [24], hour, seven [7] day emergency towing services shall be provided should any vehicle become disabled because of major mechanical failure and/or accident. The Authority shall be informed of all vehicle towing and transporting. All towing and transporting shall be in accordance with the vehicle manufacturers recommended guidelines, no exception.

RUST-PROOFING - UNDERCOATING

As determined by repairs, the vehicle shall be completely undercoated in accordance with the vehicle and/or equipment manufacturer's standards. Undercoating shall be composed of a non-volatile base, grit and abrasive free material, dispersed in a petroleum solvent, which shall provide a homogenous formulation. All undercoating shall be applied to a uniform thickness with no bare spots using tectyl 127g [silver] or approved equal.

MAINTENANCE OPERATIONS TOOL & EQUIPMENT LIST:

- Laptop or similar portable computer, complete with cabling and necessary software for accessing trouble codes and adjustments
- Heavy duty hydraulic press (suitable for removing and installing heavy duty suspension parts including, but not limited to ball joints, kingpins, upper and lower control arm bushings, leaf spring bushings, etc.)
- Vericom or approved equal brake tester
- Engine cradle and engine hoist

- Transmission jack & cradle
- Coolant testing, recovery and recycling equipment
- Lubricating oil drain equipment & waste oil storage
- Air conditioning system testing, recovery & recycling equipment, including manifold pressure sets and leak detector equipment.
- Voltage, amperage, & short detection electrical system test equipment
- Heavy duty battery testing & charging equipment, including load testing and hydrometer units
- [capable of recharging a minimum of 4 four, 8-D batteries]
- Heavy duty floor jacks, four post or similar hydraulic or electric over hydraulic vehicle lift equipment, and jack stands to permit simultaneous repair/service of two Champion coaches.
- Front-end alignment equipment to permit measuring and adjusting steering angles, caster, camber and toe-in.
- Heavy duty parts washing equipment
- Vericom Model VC 2000PC Transit Version Brake Tester Number 220850-trs, no exception.
- Heavy duty shop vacuum for containing brake dust
- Full set of ¾ and 1 inch SAE & Metric Impact socket sets and air driven impact guns
- Torque wrenches:
- 150-inch pound, 10 to 80-foot pound, 100 to 250-foot pound & 600 foot-pound, torque multiplier
- SAE & Metric Flare Nut wrench set
- NYS approved Opacity meter or diesel exhaust analyzer
- Digital photo tachometer
- Full tap & die set for USS, SAE and Metric hardware, including pipe
- Full set of screw, stud and pipe nipple extractors
- Cam & wedge stud remover and 2/3 jaw puller set
- ½ inch & ¾ inch reversing air/electric drills, drill index sets, number, fractional and metric bit indexes
- Tire service equipment including tire dollies, tread depth gauges, pressure gauges and Tire Safety Cage
- Axle thread chaser and axle nut set
- Thomas & Betts wire harness tool kit including heavy duty battery cable end

crimping tool & solder guns

Tools for Hybrid Bus Maintenance

To work on (1) tub at a time, you need:

- BOSS card sheet and either (6) half sheets or; (2) half sheets and (2) full sheets. .
- (2) half sheet work platforms, and (2) full sheet work platforms (only used when
- maintenance is performed in the battery tub on the bus.)
- (2) insulator terminal ends.
- 070775123 insulator-terminal (cable end)
- 070775124 insulator-bat tub svc.1 (half sheet)
- 070775125 insulator-bat tub svc.2 (full sheet)
- 070775126 insulator-bat.tub svc.3 (boss card area)
- 070775128 tool-bat.tub.wrk.pltfrm (half sheet)
- 070775172 tool.battery wrk.pltfrm (full sheet)
- ***In addition, the following tools are recommended as a basic maintenance set of insulated tools:***
- (These tools are off-the-shelf from CEMENTEX and Snap-on, theyare not “special tools”)
- Wrench, open end
- All supplied by cementex
- Tools ¾ ¼ nut driver
- 10mm
- Screwdrivers
- Phillips, #1 standard lgth
- Phillips #2 standard lgth
- Ratchet
- 3/8 socket (3/8)
- 10mm shallow
- 1/4 shallow
- 7/16 shallow
- 1/2 shallow
- 9/16 shallow

- 3/4 shallow
- 1/2 deep
- 9/16 deep
- 3” extension
- 6” extension
- draft only
- socket (1/2)
- 3/4 shallow
- 6” extension
- torque wrench
- 50-250 lb/inch (3/8 drive)
- 30-150 lb/inch (3/8 drive)
- 150-750 lb/inch (1/2 drive)

There are two tools that are used during build-up that could be required for component repair. These tools are not available in insulated form and EXTREME caution (dielectric blankets, battery removal in the area, etc) are required for their safe use.

- non-insulated 20-100 oz/inch QDRIVER2 (Snap-On) used for DEBE card torque (3 lb/in)
- non-insulated Ratcheting handle YA490 (Snap-On) used for bottom screws on BOSS card

This is a list of tools needed in actual maintenance work in the tub. In general, all other hybrid system maintenance is completed with standard mechanic’s tools as the system outside of the tubs in a non-running bus is not high voltage. The voltage is all contained in the tub area.

MINIMUM RECOMMENDED BUS SPARE PARTS

To ensure a timely response to maintenance and repair requirements, excluding major [i.e. engine, transmission or drive line] component failure, the contractor must maintain an inventory of appropriate spare parts. The exact parts and quantities may be adjusted, with the approval of the contract administrator, to reflect experience gained in actual operations. Within 30 days of award of contract, the contractor will acquire the following parts and maintain these levels of inventory throughout the contract. Note that this list does not include routine preventative maintenance and service parts (e.g. air filters, oil filters, service fluids etc.).]

4 maxi brake chambers 1 fan drive assemblies 2 heavy duty starters

1 engine alternators

1 A/C alternators

2 heater boost pumps

1 air system compressor 1 air system governor

4 sets of upper control arm bushings 4 sets of lower control arm bushings

3 sets spring beam assemblies including bushings, bolts, and hangers 4 sets spring beam bushings

4 front air bags 4 rear air bags

veiling valves 4 lower ball joints 4 upper ball joints

2 full set of inside & outside mirrors 4 sets of brake shoes

4 sets of hardware for S cam brake systems 2 complete set of brake drums

2 complete set of front axle bearings & seals 2 complete set of rear axle bearings & seals

1 A/C compressor

2 evaporator cores & 2 condensers 2 receiver drier assemblies

2 A/C blower motors 2 A/C fan motors

2 defroster/ heater blower motors 2 left & 2 right wiper motors

One full set of front & rear door glass 6 Dixon speed switches

2 full sets of front and rear door actuator control components 4 Tire & wheel assemblies

2 engine charge air coolers

1 Complete set exhaust system (manifold to tail pipe end) 1 Complete set exterior door panel latch assemblies

1 Roll-out battery tray assembly 2 Batteries (8D)

1 Full set interior and exterior replacement light lenses 1 Full set of interior and exterior replacement lamps

1 Full set replacement window glazing

1 Complete driver's seat (including seat belt) 4 Sets seat inserts (back and seat cushion)

MAINTENANCE MANAGEMENT SYSTEM

Bus maintenance is to be managed through the use of a computer based maintenance management program to capture repair order data and to produce management reports for evaluation of bus maintenance efficiency. The attached listing contains reports that the Port Authority may request the Contractor provide to demonstrate maintenance effectiveness. The Proposer must complete the attached sheet identifying which of the requested reports are available through their maintenance management system. Sample reports may also be submitted with the Proposal.

REPAIR WORK ORDER:

A Sample work order form/screen printout must be submitted with the Proposal. This example shall have all required items as previously described within these specifications.

Fleet Management Metrics	Yes	No
Miles (and/or hours) per month for each bus		
Average miles per month		
In-Service (or out-of service) hours per bus per month		
Average In-Service (or out-of service) hours month		
Mean Time Between Failures per bus		
Mean Time Between Failures for fleet		
Fuel consumption per bus per month		
Average miles per gallon per bus per month		
Average miles per gallon per month by bus type		
Quarts of 'add oil' per bus per month		
Quarts of transmission ‘add oil’ per bus per month		
Gallons of coolant added per month		
Quarts of hydraulic ‘add oil’ per month		
PM's performed per bus per month		
PM out-of-service hours per month per bus		
Mechanic hours per PM per bus		
Average miles per PM per bus		
Average miles per PM		
Repair hours per bus per month		
System repairs per bus per month		
Mileage (and/or hours in service) per repair hour		
Service interruptions (road call, breakdown, removal from service) per month per bus		
Out of service hours and mechanic hours per repair		
Total mechanic hours per month per bus		

Total mechanic hours per month		
Hybrid Bus Equalization Charge History & Due Date		
Hybrid Bus Battery Pack Installation History & Due Date		

EXHIBIT 1B

Preventive Maintenance

Maintenance Schedule

This section outlines preventive maintenance and lubrication requirements for the vehicle. For maintenance procedures, refer to the indicated section in the Orion Service Manual, or the Vendor Manuals supplied with the vehicle (if applicable).
An 'X' placed in the Service Interval column in the Preventive Maintenance Schedule indicates a particular inspection or service is to be repeated at that interval for the life of the vehicle. Shorter service intervals should be used under severe operating conditions.

NOTE

For applicable component location and lubrication type and please See "Lubrication Points" on page 43.

Table 1 Preventive Maintenance Schedule (Sheet 1 of 11)

ITEM	ACTIVITY	SERVICE INTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
FRONT AXLE - REFER TO SECTION 01						
General	Inspect all seals and gaskets.	X				
Front Wheel Bearings	Inspect and repack with each brake reline.	As required.				
Wheel Stud Nuts	Check torque. 500 FtLbs (677 Nm). See **"Wheel Tightening Sequence" on page -16.**	After first 50 miles (80 km) of operation, thereafter, every 6,000 miles (9,600 km).				
Wheel Mounting Studs	Check for damaged threads.	Whenever wheel is removed				
Tires	Visually check for cuts, bulges, abrasions and alignment wear. Check the pressure.	Monthly.				
	Rotate tires at regular intervals to minimize wear.	As required.				
REAR AXLE - REFER TO SECTION 02						
General	Inspect all seals and gaskets.	X				
	Inspect all fasteners.	After first 3,000 miles (5,000 km)/4,000 (6,400 km) of vehicle operation. Thereafter, every 48,000 miles (77,000 km)				

Table 1 Preventive Maintenance Schedule (Sheet 2 of 11)

ITEM	ACTIVITY	SERVICE INTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Differential	Check and fill as necessary, check for differential leaks, and ensure vent is not restricted.	X				
	Drain and refill/clean plug magnets	Less than 60,000 miles (97,000 km), use per year, replace oil twice per year. More than 60,000 miles (97,000 km), use per year, replace oil each 25,000 to 30,000 miles (40,000-48,000 km).				
Wheel Bearings	Inspect with each brake reline.	At time of reline.				
Wheel Stud Nuts	Check torque. (500 FTLbs/677Nm). See "Wheel Tightening Sequence" on page -16.	After first 50 miles (80 km) of operation, thereafter, every 6,000 miles (9,600 km).				
Wheel Mounting Studs	Check for damaged threads	Daily				
Tires	Visually check for cuts, bulges, abrasions, tread depth, and alignment wear. Check tire pressure.	Monthly				
	Rotate tires at regular intervals to equalize wear.	As Required.				
SUSPENSION- REFER TO SECTION 03						
Front/Rear Suspension	Inspect suspension.			X		
	Check for loose or damaged mounting parts.			X		
	Check for proper ride height.	X				
	Check radius rod bushings for wear		X			
Front/Rear Suspension Air System	Inspect air lines for chafing or damage.	X				
Front/Rear Air Bags	Inspect for cracks, abrasions, damage, and proper height.	X				
Air Lines	Inspect for chafing, leaking or damage.	X				
Front/Rear Shock Absorbers	Check for leaks, dents, damaged or worn bushings and mounting hardware.	X				
Kneeling System	Check operation of system, flasher and beeper.	X				
STEERING SYSTEM- REFER TO SECTION 04						
General	Inspect all fluid lines and connections for fluid leaks.	X				
Steering Column	Inspect steering U-joints for wear or damage.	X				
	Lubricate steering shaft and universal slip joints.	X				
	Steering Column Mounting	X				

Mitre Box	Lubricate	X				

Table 1 Preventive Maintenance Schedule (Sheet 3 of 11)

ITEM	ACTIVITY	SERVICEINTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Steering Gear	Check steering gear seals.	X				
	Check for operation.	X				
	Check and adjust relief valve plungers.			X		
Steering Linkages	Lube and inspect pitman arm and steering linkage for wear or looseness.	X				
Steering Pump	Check for leakage.	X				
BRAKES- REFER TOSECTION05						
Brake System	Check for misaligned, broken, worn, cracked, binding, seized, disconnected, missing or loose parts.	X				
Brake Drums	Check inside diameter for specifications.	At time of reline.				
	Check brake drum friction surface for cracks.	At time of reline.				
Brake Chambers	Check diaphragm for leaks.	X				
Brake Lines	Check for chafing, leaks and damaged connections.	X				
Brake Pads and Linings	Check thickness.	X				
Brake Shoe Assemblies	Check for broken, worn, or damaged parts.	X				
Automatic Slack Adjusters	Check operation and cam meeting.		X			
	Grease.	Every 12,000 miles (20,000 km), or every three months, or when the brakes are relined, whichever comes first.				
Brake "S" Camshaft Bushings	Grease at fittings.	Every 12,000 miles (20,000 km), or every three months, or when the brakes are relined, whichever comes first.				
DRIVESHAFT- REFER TO SECTION06						
Driveshaft	Lube and inspect U-joints and slip joints for wear.	X				
POWERTRAIN- REFER TOSECTION07 (SEE ENGINE VENDOR MANUALS)						
Belts	Check alignment and tension.	X				
Engine Oil	Change oil and oil filter	X				
Hybridrive	Check HEV maintenance light at the rear engine box	EVERY FUELING (IF LIGHT IS ILLUMINATED, CHECK FOR LATENT FAULT CODES.)				
Propulsion Control System (PCS)	Inspect connectors and wiring for looseness or damage.	X				

	Inspect all cooling system connections for leaks or damage.	X				
ACTG	Inspect all wiring and terminal connections for looseness damage or wear.				X	

Table 1 Preventive Maintenance Schedule (Sheet 4 of 11)

ITEM	ACTIVITY	SERVICEINTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Hybrid Hydraulic Cooling System		• See Hydraulic Preventive Maintenance Schedule. “Hydraulic System - Refer to Section 11” on page -37				
EXHAUSTSYSTEM- REFER TOSECTION7						
Particulate Trap Filter	Check for fault codes, service engine lights, and HEV Maint. LED. If fault codes or service engine lights are illuminated: check for latent codes and, refer to BAE diagnostics and Orion VII Electrical Schematic Diagrams.	Every vehicle fueling.				
	Clean particulate trap filter.	12 months or every 60,000 miles (100,000 Kilometers), whichever comes first.				
	Check exhaust system for leaks, damage, and corrosion.	X				
	Visually inspect tailpipe for signs of black soot. If soot is present, the trap filter should be removed and inspected. **Note:** ***The use of high sulfur fuels, overfilling of the engine oil crankcase, and internal engine problems resulting in excessive oil consumption can permanently damage the trap filter.***	X				
Exhaust Piping	Inspect for restrictions, leaks, and damage.	X				
Hangers and Clamps	Inspect for damage, loose mounting bolts.	X				
Hybrid Traction Battery-Refer to Section 07						
Hybrid Traction Batteries	Condition traction batteries installed on an in service bus.	Every Six Months				
	Recharge individual batteries in stock prior to installation.	Upon Battery Replacement.				
AIRINTAKESYSTEM- REFER TOSECTION07						
Air Cleaner Body	Inspect for cracks, loose bolts and damage.			X		
Air Restriction Indicator	Check indication, looseness, or damage.	X				

Air Filter	Clean or replace filter element.	As Required. See “Air Restriction Indicator” on page 7-6.				
Safety Element	Inspect	Every Air Filter Change (inspect for debris or restrictions).				
	Replace	Replace Third Air Filter Change				
Hoses and Clamps	Inspect for leaking hoses, loose or damaged clamps.	X				

Table 1 Preventive Maintenance Schedule (Sheet 5 of 11)

ITEM	ACTIVITY	SERVICE INTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Mounting Brackets	Check for damaged or loose mounting strap bolts.		X			
COOLING SYSTEM- REFER TO SECTION 08						
Cooling Fan	Inspect fan blades for cracks or looseness. Check for Leaks in Motor.	X				
Radiator/Charge Air Cooler (CAC) Assembly	Inspect core for dirt or debris. Check mounting, ducts and connection.	X				
Hoses and Pipes	Check condition of hoses, pipes and mounting clamps. Tighten loose clamps. Pressure check cooling system.	X				
Surge Tank	Check condition of tank and filler cap.	X				
	Check pressure relief valve.			X		
Coolant	Check coolant specific gravity	See “Anti-Freeze Chart” on page 8-10				
	Drain and flush the system.	Refer to Engine Vendor Manuals.				
DIESEL FUEL SYSTEM- REFER TO SECTION 09 SEE VENDOR MANUALS FOR DETAILS ON ENGINE-SPECIFIC FUEL SYSTEM ITEMS.						
ELECTRICAL AND INSTRUMENTS- REFER TO SECTION 10						
Alternator	Inspect drive belt (splitting/ cuts) and automatic tensioner (looseness damage).	X				
Hybrid Starting Batteries	Clean and inspect for damage. Check specific gravity and voltage; recharge if necessary.	X				
Battery Cables	Check for frayed or damaged cables.	X				
	Inspect for loose or corroded terminal connections and clamps.	X				
Battery Mounting	Check that hold-down clamps are tight and in good condition.	X				
Electronic Throttle Pedal	Check operation.	X				
Starter Motor	Inspect cables for chafing, wear or damage.	X				
Interior Lighting	Check operation, mounting and lenses.	Daily.				

Exterior Lights	Check operation, mounting and lenses.	Daily.				
Passenger Signal Chime	Check operation of all pull cords, touch tape switches and chimes.	Daily.				
Electrical Panels	Check all wiring connections and terminals.					X

Table 1 Preventive Maintenance Schedule (Sheet 6 of 11)

ITEM	ACTIVITY	SERVICEINTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Electronic Destination Signs	Check for proper operation.	Daily.				
HYDRAULICSYSTEM- REFER TOSECTION11						
Hydraulic Tank	Check fluid level and sight glass	At each fueling.				
Return Filter(s), Lines and Hoses	Check for leaks, damage, lines that are cracked/frayed.	X				
Main Hydraulic Pump	Check leakage.	X				
Power Steering Pump	Check for Leaks and repair as required.	X				
Fan Motor	Check for Leaks and repair as required.	X				
Hydraulic Fluid	Sample Fluid every six months.	Change fluid and filters if system is contaminated (see section 3.4 of the BAE service manual for contaminate testing levels).				
Hydraulic Filters • Hydraulic Tank Return Filter • ACTM Inline Strainer • Main Hydraulic Filter	Replace Filters	• Change First at 3000/4000 miles and • sample fluid. Every six months' sample • fluid. Every year change all three filters. • When ACTM is replaced. When • hydraulic system components fail or fluid is contaminated.				
		• Change when hydraulic tank pressure indicator is in the red zone (pressure indicator reading in the yellow indicates that the filter will need service soon). • When the main hydraulic filter indicator is red when engine is running.				
ACTM Inlet Screen	Inspect, replace or clean as necessary (Note: Use BAE Tool # 362A3600)	• System Failure Hydraulic filters plugged • System overheating •				
Flush Hydraulic System	See "Hydraulic System Flushing Procedure" on page 11-21	• Every 48,000 miles (77,000 Km). When • component failure has occurred. • When fluid contamination has occurred.				
AIRSYSTEM- REFER TOSECTION12						
Air Tanks	Check for damage.	X				
Air Lines and Fittings	Inspect for kinks, damage or leaks.	X				
Service/Parking Brakes	Check parking brake operation.					X
	Clean and inspect parking brake relay valve.				X	

Table 1 Preventive Maintenance Schedule (Sheet 7 of 11)

ITEM	ACTIVITY	SERVICEINTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Air Compressor	Check operation.	X				
	Check the coolant and oil supply and return lines for kinks, bends, or flow restrictions.			X		
	Check for noisy operation.			X		
D2 Governor	Perform operating checks and leakage tests.	X				
PR4 Pressure Protection Valve	Perform leakage tests.	X				
Air Dryer	Check air dryer operation.	X				
	Replace Desiccant.	Every 24 months, 7,200 operating hours or each 200,000 miles (320,000 km), whichever comes first.				
Oil Separator	Drain	X				
DV2 Automatic Drain Valve	Perform leakage tests.	Every 6 months, 1,800 operating hours or each 50,000 miles (80,000 km), whichever comes first.				
E10P Brake Valve	Clean and lubricate.	Every 12, 000 miles (19,000 km)				
	Perform leakage checks.	Every 12, 000 miles (19,000 km)				
SR1 Spring Brake Valve	Perform leakage test.	Every 12 months, 3,600 operating hours or each 100,000 miles (160,000 km), whichever comes first.				
ST3 Safety Valve	Perform leakage test.	Every 12 months, 3,600 operating hours or each 100,000 miles (160,000 km), whichever comes first.				
DC4 Double Check Valve	Perform leakage test.	Every 12 months, 3,600 operating hours or each 100,000 miles (160,000 km), whichever comes first.				
SC1 Check Valve	Perform leakage test.	Every 6 months, 1,800 operating hours or each 50,000 miles (80,000 km), whichever comes first.				
PP1 Push-Pull Control Valve	Perform leakage test.	Every 6 months, 1,800 operating hours or each 50,000 miles (80,000 km), whichever comes first.				
RV-3 Pressure Reducing Valve	Perform leakage test.	Every 6 months, 1,800 operating hours or each 50,000 miles (80,000 km), whichever comes first.				
QRN-2 Quick Release Valve	Perform leakage test.	Every 12 months, 3,600 operating hours or each 100,000 miles (160,000 km), whichever comes first.				
R-12DC Relay Valve	Perform leakage test.	Every 12 months, 3,600 operating hours or each 100,000 miles (160,000 km), whichever comes first.				
R-14 Relay Valve	Perform leakage test.	Every 12 months, 3,600 operating hours or each 100,000 miles (160,000 km), whichever comes first.				

Table 1 Preventive Maintenance Schedule (Sheet 8 of 11)

ITEM	ACTIVITY	SERVICE INTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
SL5 Stop Light Switch	Perform operating tests.	Every 6 months, 1,800 operating hours or each 50,000 miles (80,000 km), whichever comes first.				
HEATING AND AIR CONDITIONING (REFER TO VENDOR MANUALS) -REFER TO SECTION 13						
A/C Compressor	Inspect drive belt (splitting/ cuts)	X				
	Check oil level and replace if contaminated.	Refer to Vendor Manuals.				
	Clean and lubricate/repack clutch bearing.	Refer to Vendor Manuals.				
	Check tensioner (if manual)	Refer to Vendor Manuals.				
Fans and Blowers	Inspect all fans and blowers for secure mounting, proper operation and free rotation.			X		
Fittings and Tubing	Inspect for accumulation of moisture by the noticeable exterior accumulation of dirt and oil. Clean all fittings and tubing as necessary.	X				
Drain Lines	Inspect and clean all drain lines.	X				
Heater Cores	Check for leaks, connections, lines and shut off control problems.	X				
Defrost Switch	Operate switch and ensure blower motors operate.	X				
Driver's Temperature and Heat Controls	Adjust controls and ensure sufficient heat is produced from blowers, and controls are not stiff.	X				
Circulating Pump	Check operation of circulating pumps.		X			
CHASSIS AND FRAME- REFER TO SECTION 14						
Underbody	Flush with water.	As Required.				
	Check welds at bulkheads and support beams, and component mounting brackets for cracks or damage.	X				
EXTERIOR PANELS AND FITTINGS- REFER TO SECTION 15						
Vehicle Exterior	Check for, and repair corrosion. Clean and wax.	As required.				
Exterior Panels	Check panels for general condition and damage.	Daily				
Bumper Extensions	Check mounting hardware and brackets for damage and tightness.	X				
Rub Rails	Inspect for damage.	X				
Bumper Mounting Bolts and Brackets	Check for damage	X				
Fenders, Splash Aprons, Engine Splash Panels	Check for damage.	X				

Table 1 Preventive Maintenance Schedule (Sheet 9 of 11)

ITEM	ACTIVITY	SERVICEINTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Mirrors	Inspect for loose or damaged support arms and brackets.	Daily.				
INTERIORPANELS ANDFITTINGS(SEE"ORIONVII DAILYCHECKLIST" ON PAGE 28) - REFER TOSECTION16						
FLOORING(SEE"ORIONVII DAILYCHECKLIST" ON PAGE 28) - REFER TOSECTION17						
Covering and Floorboards	Clean floor covering daily. Make repairs/replace floorboards if any damage occurs.	As Required.				
DOORS ANDREMOVABLEPANELS- REFER TOSECTION18						
Roof Escape Hatch and Ventilator	Check Operation	Daily				
	Check for damaged seals or leaks.	X				
Compartment Access Doors	Check operation and adjustment.			X		
	Inspect for worn or damaged rubber bumpers.			X		
All Passenger Doors	Check door operation: proper opening and closing speed adjustment.			X		
	Check mounting bolts for tightness.			X		
	Check door seals for grit and dirt.	X				
	Lubricate pivots, hinge points Grease door shaft arm rod ends at fittings.	Every 24,000 miles (39,000 km) or yearly, whichever comes first. See "Lubrication Schedule" on page 44				
Slide Glide Entrance Doors	Check panel alignment, bushing, bearings and door seals. Service as required.	Every 6,000 miles (9,600 km) or each three months, whichever comes first.				
	Inspect for air leaks, check hinge posts for wear, lubricate moving parts, clean door seals, brushes.			X		
	Disassemble, clean, and lubricate the door operator.	After a 5 or 6 year period of hard usage.				
Swing-Out Exit Door	Check the hinge shafts for wear, corrosion and security at the rod end, door panel and bearing assemblies.	X				
	Check the upper bearing assemblies for wear and lubricate.	Every 18,000 miles (29,000 km) or six months, whichever comes first.				
	Inspect the security of the lever assemblies and connecting rods.	Every 18,000 miles (29,000 km) or six months, whichever comes first.				
Door Control Valve	Check operation.			X		
Door Emergency Release Valve and "Drunk" Switch	Check operation.	X				
Touch Bars or Touch Tapes	Check operation.	X				
WINDOWS- REFER TOSECTION19						
	Check egress window operation.	**See "Orion VII Daily Check List" on page -28**				
PASSENGER SEATS(SEE"ORIONVII DAILYCHECKLIST" ON PAGE 28) - REFER TOSECTION20						
DRIVER'SSEAT(SEE"ORIONVII DAILYCHECKLIST" ON PAGE 28) - REFER TOSECTION20						

Table 1 Preventive Maintenance Schedule (Sheet 10 of 11)

ITEM	ACTIVITY	SERVICE INTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
All Models	Check seat and seat belt operation.	Daily.				
Recaro Ergo Metro	Check the seat and seat belt regularly for wear and tear. Repair/clean.	As Required.				
	Lubricate slides and rail.					X
WHEELCHAIR RAMP AND SAFETY DEVICES - REFER TO SECTION 22						
Ramp Assembly	Check operation and ensure ramp area is free of debris.	Daily				
	Inspect electrical leads for chafing, inspect terminals for corrosion and proper tightness.	X				
	Check ramp proximity switch adjustment. Inspect and clean proximity switch contact	X				
	Check hydraulic oil level in pump.	X				
	Check all mounting hardware for tightness.	X				
	Check mechanical components, bushing and bearing for sticking, binding, wear or excessive play.		X			
Portable Extinguisher	Inspect and recharge as necessary.	Daily.				
Fire Suppression System	Perform a comprehensive fire system test using a Kidde Dual Spectrum System Test Set (Optical Test Kit P/N 420871-2).	Every 18,00 Miles or Semi-Annually (Whichever Occurs First.)				
	Have the fire extinguisher rebuilt by a qualified fire protection equipment company familiar with Kidde Dual Spectrum equipment in accordance with applicable instructions. Rebuild shall include squib, valve seals and dry chemical replacement.	Every 18,00 Miles or Semi-Annually (Whichever Occurs First.)				
	Have the fire extinguisher cylinder hydrostatically tested by a qualified fire protection equipment company familiar with Kidde Dual Spectrum equipment in accordance with applicable instructions.	Every 12 Years				
	Verify the Protection Panel "SYSTEM OK" lamp is illuminate solid green.	Daily				
	Verify no obvious physical damage that would prevent system operation from the Protection panel	Every 3000 Miles or Monthly (whichever occurs first)				
	Verify all warning lamps and the audible alarm are operational by pressing the "TEST/RESET" button	Every 3000 Miles or Monthly (whichever occurs first)				
	Verify tamper seal on Manual Activation Button i intact and access to the switch is unobstructed	Every 3000 Miles or Monthly (whichever occurs first)				

Table 1 Preventive Maintenance Schedule (Sheet 11 of 11)

ITEM	ACTIVITY	SERVICEINTERVAL (MILES/KILOMETERS X1000)				
		6/9.6	12/19	18/29	24/39	48/77
Optical Detectors	Verify the status lamp on the Optical Detectors illuminates solid green.	Every 3000 Miles or Monthly (whichever occurs first)				
	Verify nothing is blocking Optical detector's field of view.	Every 3000 Miles or Monthly (whichever occurs first)				
	Verify the windows on the face of the detector are free of excess contamination (dirt, oil, grease, etc) - if necessary, clean using water soaked non-abrasive towel	Every 3000 Miles or Monthly (whichever occurs first)				
Linear Thermal Detector	Verify there is no obvious physical damage and that unit is free of excess contamination (dirt, oil, grease, etc) - if necessary, clean using water soaked nonabrasive towel	Every 3000 Miles or Monthly (whichever occurs first)				
	Verify is secure and taut mounting	Every 3000 Miles or Monthly (whichever occurs first)				
Electrical Harness	Verify electrical connectors and electrical wiring have no visible damage and all connectors are securely seated	Every 3000 Miles or Monthly (whichever occurs first)				
Extinguisher & Distribution System	Verify the extinguisher pressure gauge pointer is in the green arc at room temperature	Every 3000 Miles or Monthly (whichever occurs first)				
	Verify distribution piping and nozzles are intact and unobstructed and that nozzle blow-off	Every 3000 Miles or Monthly (whichever occurs first)				
Security System including Emergency switch	Check security cameras, recorder, and alarm button for functionality (note Notify Security Desk of test before activating emergency switch	Every Month				
Talking Bus	Check operation of signs and announcements	Monthly, or after each change to program				

Newark Liberty International Airport
On-Airport Busing - Unplanned Extension
Pricing Sheet
Year 1

		Est. Annual Bus Hours	Hourly Charge	Estimated Annual Charge
A.	**Bus Service***	150,896	$_____	
B.	**Other Services**			
	Field Supervisory Personnel	8760	$	
C.	**Transportation****			
	$_____ x 2 Vehicles x 12 Months		$	
D.	**Management Fee*****			
	Monthly Charge $_____ x 12 Months		$	
E.	**Fuel********	**Estimated Gallons**	**Rate Per Gallon**	
		260,000	(no entry required)	**$650,000**
F.	**Additional Maintenance & Services**			
		No. of Buses	**Cost Per Bus**	(no entry required)
1	Maintenance-Electric Buses (Out-of-Warranty Expense)	12		
2	Preventative Maintenance - Electric Buses	12		
3	NextBus Pass through		(no entry required)	**$75,385**
	Estimated Total Annual Cost for Additional Maintenance & Services - Year One (1+2+3)			

Cost Proposal Form - Summary Year 1

A. ESTIMATED TOTAL BUS SERVICE COST	$_____
B. ESTIMATED TOTAL ANNUAL COST - OTHER SERVICES	$_____
C. ESTIMATED TOTAL TRANSPORTATION COST	$_____
D. ESTIMATED TOTAL MANAGEMENT FEE	$_____
E. ESTIMATED TOTAL FUEL COST	$_____
F. ESTIMATED TOTAL ADDITIONAL MAINTENANCE AND SERVICES COSTS	$_____
ESTIMATED TOTAL ANNUAL COST - YEAR ONE (A+B+C+D+E+F)	**$_____(Y1)**

Newark Liberty International Airport
On-Airport Busing - Unplanned Extension
Pricing Sheet
Year 2

		Est. Annual Bus Hours	Hourly Charge	Estimated Annual Charge
A.	**Bus Service***	150,896	$	(no entry required)
B.	**Other Services**			
	Field Supervisory Personnel	8760	$	
C.	**Transportation****			
	$_____ x 2 Vehicles x 12 Months		$	
D.	**Management Fee*****			
	Monthly Charge $_____ x 12 Months		$	
E.	**Fuel********	**Estimated Gallons**	**Rate Per Gallon**	
		260,000	(no entry required)	**$650,000**
F.	**Additional Maintenance & Services**			
		No. of Buses	**Cost Per Bus**	(no entry required)
1	Maintenance-Electric Buses (Out-of-Warranty Expense)	12	$	
2	Preventative Maintenance - Electric Buses	12	$	
3	NextBus Pass through		(no entry required())	$77,647
	Estimated Annual Cost for Additional Maintenance & Services - Year Two (1+2+3)			

Cost Proposal Form - Summary Year 2

A. ESTIMATED TOTAL BUS SERVICE COST	$_____
B. ESTIMATED TOTAL ANNUAL COST - OTHER SERVICES	$_____
C. ESTIMATED TOTAL TRANSPORTATION COST	$_____
D. ESTIMATED TOTAL MANAGEMENT FEE	$_____
E. ESTIMATED TOTAL FUEL COST	$_____
F. ESTIMATED ADDITIONAL MAINTENANCE AND SERVICES COSTS	$_____
ESTIMATED TOTAL ANNUAL COST – YEAR TWO (A+B+C+D+E+F)	**$_____(Y2)**

Newark Liberty International Airport
On-Airport Busing - Unplanned Extension
Pricing Sheet
Year 3

		Est. Annual Bus Hours	Hourly Charge	Estimated Annual Charge
A.	**Bus Service***	150,896	$	(no entry required)
B.	**Other Services**			
	Field Supervisory Personnel	8760	$	
C.	**Transportation****			
	$_____ x 2 Vehicles x 12 Months		$	
D.	**Management Fee*****			
	Monthly Charge $_____ x 12 Months		$	
E.	**Fuel********	**Estimated Gallons**	**Rate Per Gallon**	
		260,000	(no entry required)	**$650,000**
F.	**Additional Maintenance & Services**			
		No. of Buses	**Cost Per Bus**	(no entry required)
1	Maintenance-Electric Buses (Out-of-Warranty Expense)	12	$	
2	Preventative Maintenance - Electric Buses	12	$	
3	NextBus Pass through		(no entry required)	$79,976
	Estimated Annual Cost for Additional Maintenance & Services Cost - Year Three (1+2+3)			

Cost Proposal Form - Summary Year 3

A. ESTIMATED TOTAL BUS SERVICE COST	$_____
B. ESTIMATED TOTAL ANNUAL COST - OTHER SERVICES	$_____
C. ESTIMATED TOTAL TRANSPORTATION COST	$_____
D. ESTIMATED TOTAL MANAGEMENT FEE	$_____
E. ESTIMATED TOTAL FUEL COST	$_____
F. ESTIMATED ADDITIONAL MAINTENANCE & SERVICES COST	$_____
ESTIMATED TOTAL ANNUAL COST – YEAR THREE (A+B+C+D+E+F)	**$_____(Y3)**

****

ESTIMATED TOTAL CONTRACT COST FOR YEARS ONE THROUGH THREE = $_____
(Y1+Y2+Y3)

****

***No direct reimbursement is provided in the Contract for, among other things, expenses made by the Contractor for drivers, maintenance of vehicles, maintenance of staff and accordingly you should consider their costs in determining your hourly charges. Also in computing the hourly charges above, please refer to the section in the contract entitled, "Wages, Health and Supplemental Benefits" wherein certain Minimum Hourly Wages are specified.*

***This Cost shall include all expenses, including but not limited to, insurance for Personnel Transportation Services and Vehicle Maintenance.*

****Includes all items listed on Exhibit 2 "Monthly Management Fee Calculation." No direct reimbursement is provided in the Contract for, among other things, expenses made by the Contractor for the salaried staff as listed on Exhibit 2 entitled "Monthly Management Fee Calculation", or any other clerical support, forms, reports, analysis, ordinary office supplies, and for such items are insurance, office equipment, computers, desk phones, cellular phones and accordingly, you should consider these costs in determining your management fee.*

*****Fuel cost is estimated and will be charged as per the RFP.*

BIDDING ENTITY LEGAL NAME: _____

Exhibit 2C

Monthly Management Fee Calculation

The Monthly Management Fee referenced in Exhibit 2B shall include, but not be limited to, the following:

- Manager Representative Salary/Benefits
- Assistant Manager Representative Salary/Benefits
- Maintenance Manager
- Bus Dispatcher
- Safety & Training Supervisor
  - Operations Manager
  - Office Furniture Bldg Cleaning & MTC
  - Telephone
  - Office Machines
  - Office Supplies
  - Other, Specify Maintenance Insurance on Rec, Overhead & Profit

EXHIBIT 3

Overall Uniform Requirements

1. Each Bus Driver uniform issue shall consist of the following:

(12) Twelve shirts - six (6) winter long sleeve and six (6) summer short sleeve polo-style shirts
(1) One belt
(4) Four pairs of slacks - summer/winter weight
(2) Two pair winter gloves - black
(2) One hat winter/one hat summer
(1) One pair shoes -black (safety)
(1) One 3-season "systems" parka consisting of a hooded outer rain shell with zip-out insulated jacket
(1) One Winter ear protector -black
(2) Two sweaters
(1) One pair rubber boots (long) - black

2. Each Field Supervisor uniform issue shall consist of the following:

(12) Twelve shirts - six (6) winter long sleeve and six (6) summer short sleeve polo-style shirts
(1) One belt
(4) Four pairs of dress slacks - summer/winter weight
(2) Two pairs winter gloves - black
(1) One pair shoes -black (safety)
(1) One 3-season "systems" parka consisting of a hooded outer rain shell with zip-out insulated jacket
(1) One Winter ear protector - black
(2) Two sweaters
(1) One pair rubber boots (long) - black

UNIFORM SPECIFICATIONS

1. **SHIRTS: MALE AND FEMALE***

Style:	Plain front coat (standard color)
Fabric:	2 x 2 Tropical summer/winter weight
Basic Features:	Collar attached, button down, two outside breast pockets
Badge Reinforcement:	Separate patch of shirt material inside shirt
Winter:	Long sleeves
Quantity:	6
Summer:	Short Sleeve Polo Shirts
Quantity:	6

2. **PANTS: MALE ANDFEMALE***

Style:	Plain front trousers (standard color)
Fabric:	Summer/Winter Weight
Design:	The trousers should be made using a uniform pattern: Plain front with quarter loop pockets and two back pockets, 2" belt loops.
Quantity:	4

*Provisions should be made for maternity clothes for the females.

3. **HATS: MALE AND FEMALE**

Style:	Baseball hat
Quantity:	1

4. **TIES: MALE AND FEMALE**

Style:	Clip on
Fabric:	Dacron / Polyester
Quantity:	2

5. **SPECIFICATIONSFOR BELTS:**

General:	The belt is lo be made of seven-ounce durable top grain cowhide leather with plain finish and half-lined. The buckle is to be silver plated.
Width:	1-¾
Style of buckle:	Hook On
Quantity:	1

6. OVER COATS: SUPERVISORS ONLY

Style:	Single breasted - ¾ length
Fabric:	Winter weight
Quantity:	1

7. FOUL WEATHER GEAR: MEDIUM WEIGHTRAINWEAR

Style:	Snap storm fly front, badge tab, slash pockets, reflective trim (sleeve and pockets) water repellent.
Fabric:	Nylon oxford Weave
Quantity:	1

8. GLOVES:

Style:	Winter
Color:	Black
Quantity:	2

9. SWEATER:

Style:	Commando style sweater with reinforced patch on elbows and shoulders, nameplate and badge tab and shoulder epaulets.
Fabric:	100% Wool
Quantity:	2

10. SHOES:

Style: Color:

Safety Black

11. NAME PLATES:

Style:

Color: Quantity:

Each employee shall be supplied and wear a nameplate, affixed over right breast pocket of the outermost garment Plate is to be engrave: FIRST NAME, BADGE NUMBER, Silver

12. EMBLEMS:

Style: Custom made embroidered design and background. Logo and design approved by the manager.

Exhibit 4
Required Daily Scheduled Hours

EWR On-Airport Bus Schedule (As of Oct 2019)																	
Time of Day:	**0000-0100**	**0100-0200**	**0200-0300**	**0300-0400**	**0400-0500**	**0500-0600**	**0600-0700**	**0700-0800**	**0800-0900**	**0900-1000**	**1000-1100**	**1100-1200**	**1200-1300**	**1300-1400**	**1400-1500**	**1500-1600**	**1600-1700**	**1** **1**
P6-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
P6-2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
P6-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
P6-4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
P6-5	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	
P6-6	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	
P6-7	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	
P6-8	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	
Total P6	**4**	**4**	**4**	**4**	**8**	**8**	**8**	**8**	**8**	**8**	**8**	**8**	**8**	**8**	**8**	**8**	**8**	

EXHIBIT 5

PERSONNEL SERVICE FLEET VEHICLE SPECIFICATIONS

PERSONNEL SERVICE FLEET

1. Two or Four-wheel drive
2. Engine - Minimum 6 cylinder or 8 cylinder
3. Transmission - 3 or 4 speed automatic
4. Steering- power assisted
5. Tires - mud and snow, Blackwell, steel belted radial, including spare.
6. Windshield Wipers and Washer
7. Rear Window Defogger
8. Tinted Glass
9. Heat/Air Conditioning
10. Fire Extinguisher
11. Two-way Radio
12. Minimum 7 Passenger seating van, excluding driver
13. Must be equipped for New Jersey Emissions Standards

Vehicles of the Personnel Fleet are to be painted the same color and color scheme, subject to prior approval of the Manager and shall be prominently marking as directed by the Manager and sequentially numbered.

EXHIBIT 6

Contingency Busing Operations

Chart of Busing Deployment and Headways Expectations:

Number of Buses per Route (headway)	Long-Term Parking (P6 Route)	Quick-Connect (A/B/C Route)	Rail Link Station Route	Rental Cars Route	Total Buses on Site
Minute: 0 (start)	8 bus (6 mins)	0 bus	0 bus	0 bus	**8 buses**
Minute: 15-30	5 bus (12 mins)	0 bus	2 bus (20 mins)	1 bus (25 mins)	**8 buses**
Minute: 30-60	2 bus (30 mins)	1 bus (15 mins)	3 bus (15 mins)	2 bus (15 mins)	**8 buses**
Minute: 60-90	2 bus (30 mins)	1 bus (15 mins)	4 bus (10 mins)	3 bus (10 mins)	**10 buses**
Minute: 90-120	2 bus (30 mins)	2 bus (10 mins)	4 bus (10 mins)	4 bus (8 mins)	**12 buses**

** Between midnight and 0400 hours there are 4 buses on-airport servicing the P6 route.*

Assumptions:

- *Frontage congestion assumed light. Headways listed are subject to traffic influence.*
- *Total on-site buses per hour of incident duration reflect what has been observed historically and are not guaranteed.*
- *Complement of 20 buses needed to provide world-class (5-10 minute) headways during peak, full AirTrain outage.*

The following bus routes will be implemented during a complete system outage. The 94 will modify these routes in the event that partial AirTrain system service is being provided.

ALTERNATE TRANSPORTATION PLAN BUS STOP LOCATIONS:



Pre-designated Pickup/ Drop-off Locations:

(1/2) P2/3 Station - Curbside

(3) Terminal A - Level 3, Door # 2

(4) Terminal B - Level 2, Door # 6

(5) Terminal C - Level 3, Door # 2

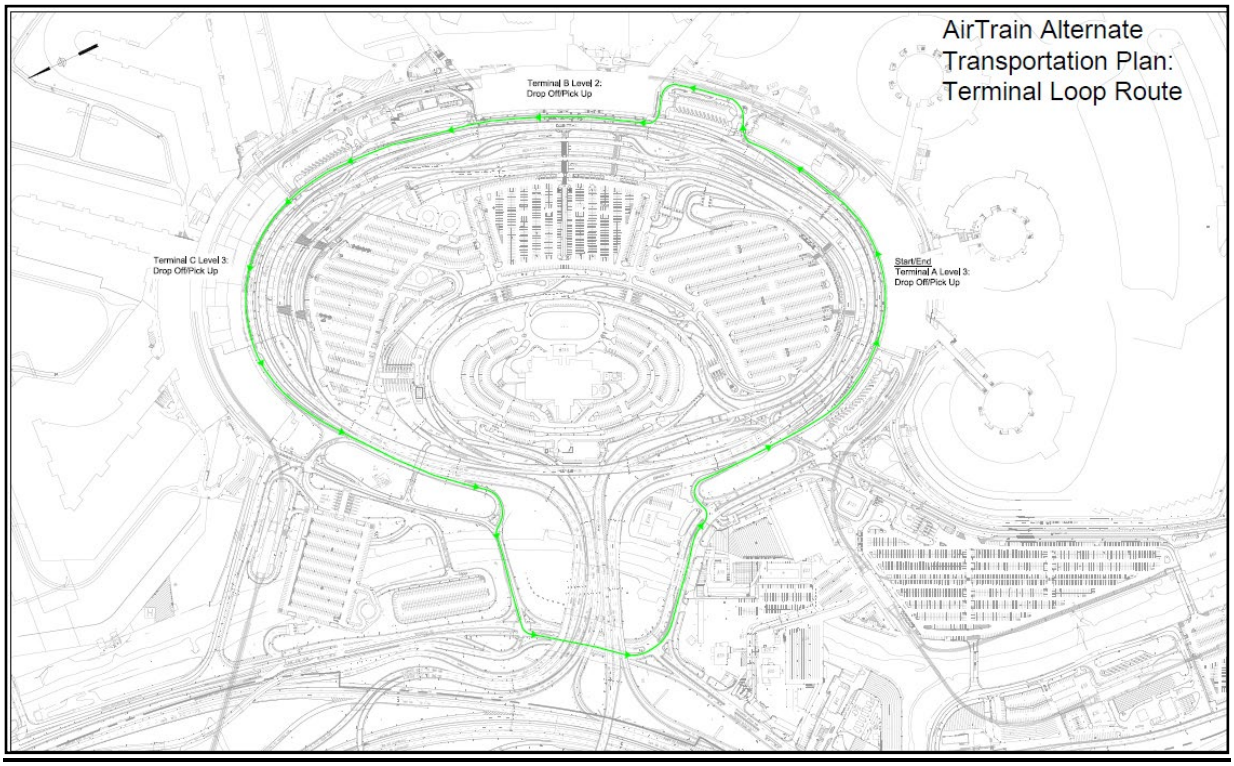
(6) P4 Station - Valet Side

(7) Rail Link Station – Curbside; North (drop off)/ South (pick up)

The Duty 91, 92 and 94 will work with PAPD and Maintenance, when possible, to cone-off bus stop areas on the frontages for easy bus access. A Gateway supervisor assigned to the ACES contract is deployed to Station Road in a Gateway vehicle to monitor the Station Road gate. The Station Road gate will remain open for quicker bus throughput. The supervisor will notify PA Operations of any unauthorized vehicles that attempt to access the Rail Link station via the roadway.

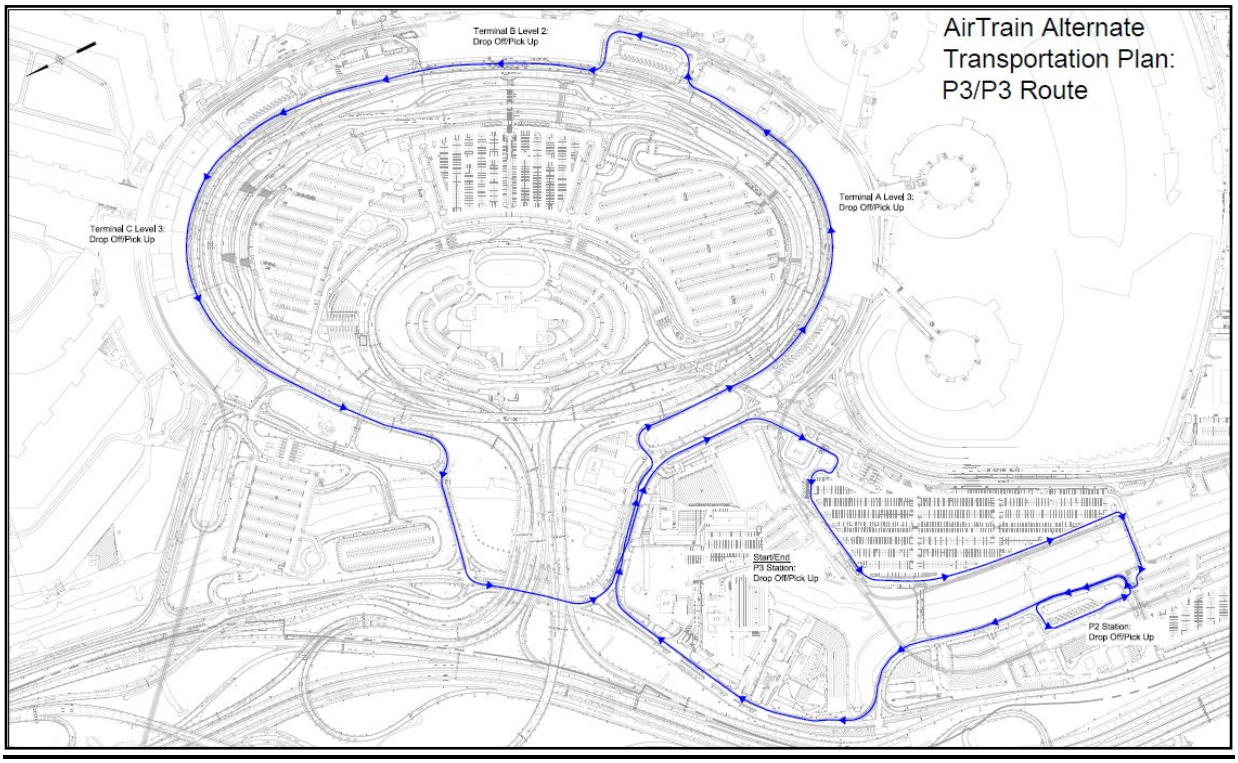
BUSING ROUTES:

Quick Connect (Terminals) Route



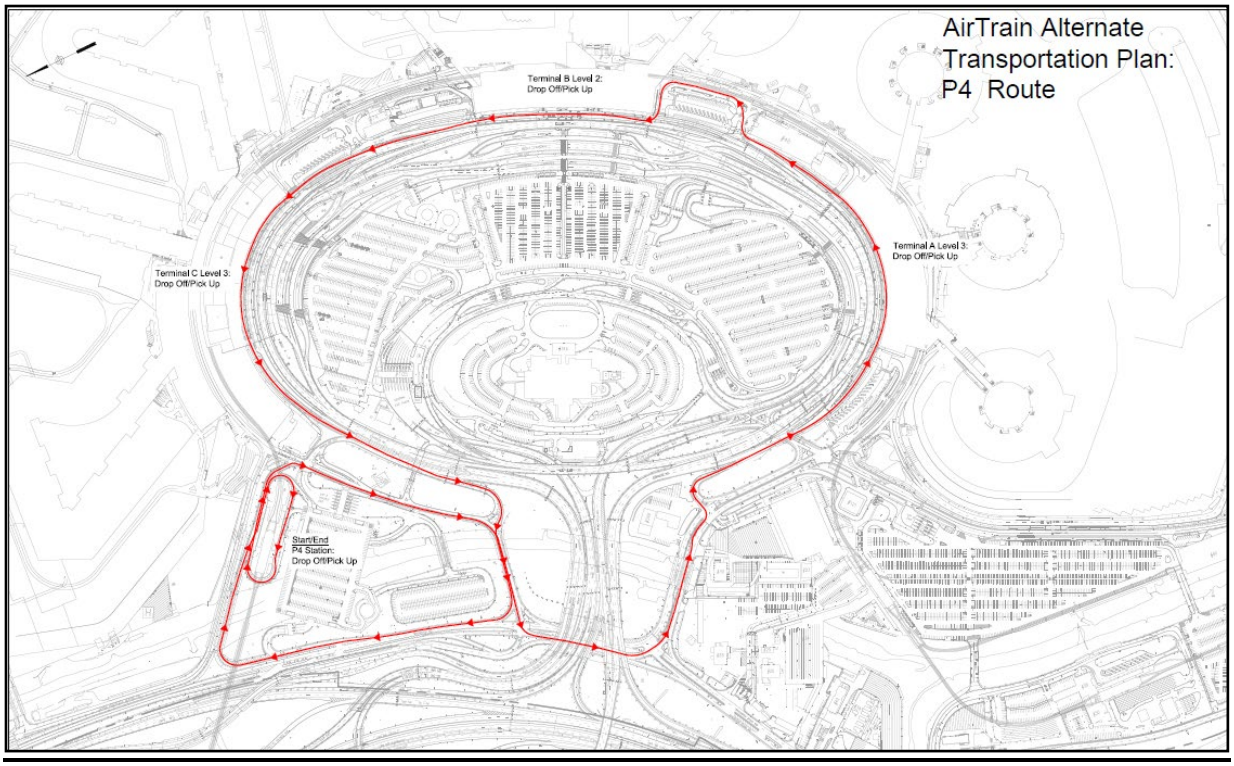
Bus responds to **Terminal A**, Level 3, Door #2; **Terminal B**, Level 2, Door #6 then proceeds to **Terminal C**, Level 3, Door #4.

Rental Cars Route



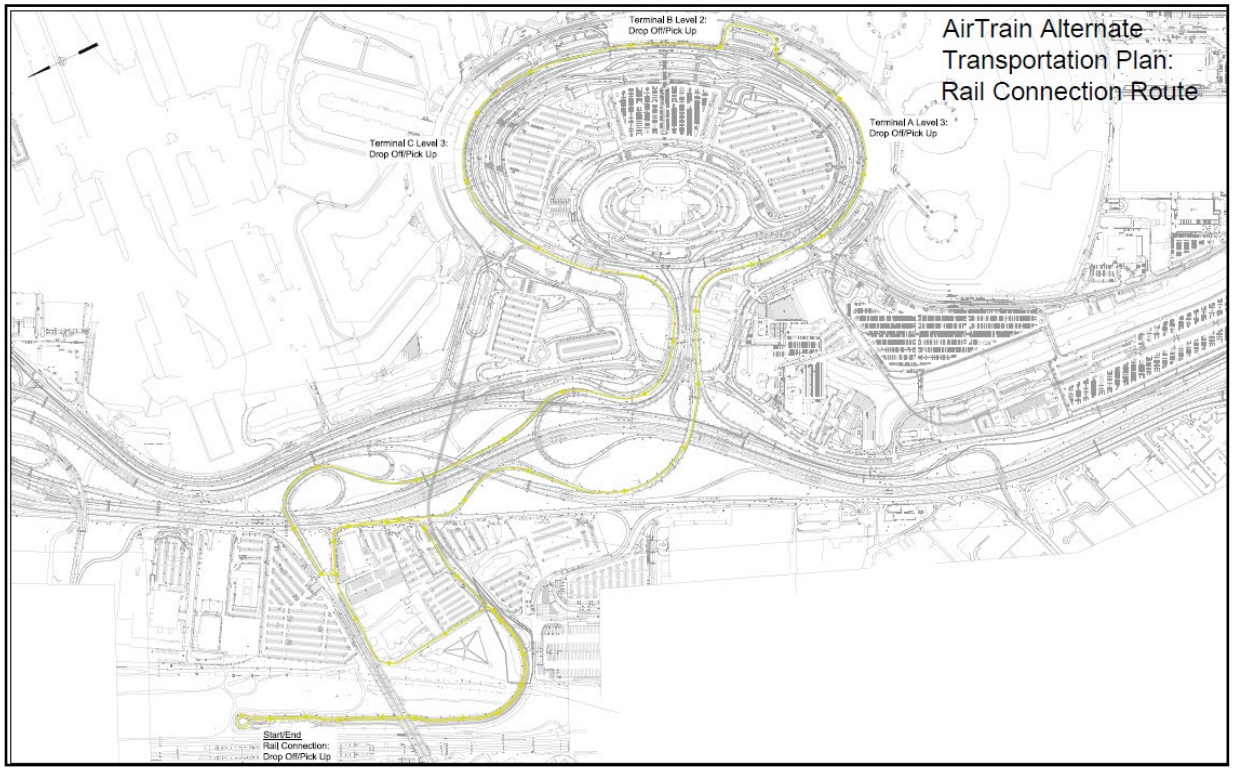
Bus responds to **P3,** Curbside; **P2,** Curbside; **Terminal A**, Level 3, Door #2; **Terminal B**, Level 2, Door #6 then proceeds to **Terminal C**, Level 3, Door #4.

P4 Route



Bus responds to **P4**, Valet Side; **Terminal A**, Level 3, Door #2; **Terminal B**, Level 2, Door #6 then proceeds to **Terminal C**, Level 3, Door #4.

Rail Link Route



Bus responds to **Rail Link**, NEC; **Terminal A**, Level 3, Door #2; **Terminal B**, Level 2, Door #6 then proceeds to **Terminal C**, Level 3, Door #2.

EXHIBIT 7

Customer Care Airport Standards Manual

Newark Liberty International Airport

LaGuardia Airport

Stewart International Airport

Teterboro Airport

Prepared and Published by
The Port Authority of New York and New Jersey – Aviation Department
Customer, Industry & External Affairs Division

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THE PORT AUTHORITY OF NY & NJ

February 2016

To our Airport Partners:

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

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

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

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

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

Sincerely,

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

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New York, NY 10007
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1.0 – Employee Attitude, Appearance, Awareness and Knowledge

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

General Requirements

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

1.1 Attitude, all employees shall:

1.1.1 Greet all customers in a friendly and professional manner.

1.1.2 Address customers proactively – be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact.

1.1.3 Display a smile and make eye contact with customers and fellow employees.

1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.

1.1.5 Be capable of communicating clearly when in contact with customers.

1.1.6 Refrain from using foul or inappropriate language at any time.

1.1.7 Use proper and courteous vocabulary with customers and fellow employees.

1.1.8 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.

1.1.9 Focus on customers and not gather in a group to chat while on duty.

1.1.10 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

1.1.11 Alcohol beverages shall not be consumed at any time when on duty.

1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.

1.1.13 Not nap or sleep while on duty or at any time when in uniform in a public area.

1.1.14 Not use electronic devices, including but not limited to cell phones for personal use while on duty unless assisting a customer.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge

1.1.15 Add a pleasant closing when ending an interaction with a customer.

1.1.16 Be mindful of facial expressions and body language.

1.1.17 Use proper language and etiquette when speaking to and assisting passengers with disabilities.

1.1.18 Be empathetic when dealing with upset or angry customers.

1.2 Appearance, all employees shall*:*

1.2.1 Be well groomed, clean and present a professional appearance.

1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.

1.2.3 Wear nametags at all times and official identification when required that is visible to the public at all times.

1.2.4 Wear clean, neat and pressed uniforms including appropriate footwear while on duty.

1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

1.3 Awareness, all employees shall:

1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.

1.3.2 Be aware that all vehicle operators will ensure that unattended vehicles are locked.

1.3.3 Report to Port Authority Police or appropriate law enforcement personnel all unattended vehicles.

1.3.4 Ensure that all AOA doors and gates are closed properly after each use.

1.3.5 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport–issued identification card each time they enter the AOA or SIDA.

1.3.6 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.

1.3.7 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.

1.3.8 Report any life safety or security issue to appropriate airport staff.

1.3.9 Report any alarm for security or fire to the Port Authority Police or other law enforcement personnel through the appropriate airport protocol.

1.3.10 Report the illegal solicitation of ground transportation services by unauthorized personnel ("Hustlers") to the Port Authority Police or appropriate Port Authority staff.

1.4 Knowledge, all employees shall:

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

1.4.2 Convey accurate information using clear and understandable terms.

1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.

1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if a language barrier arises.

1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0. (Orderly Evacuation and Resumption of Services)

1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

2.0 - Curbside

Curbside General Requirements

a) Self-service baggage carts shall be readily available at all cart racks at all times.

b) Smoking receptacles shall be readily available in designated smoking areas.

c) All signing on the curbside shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

2.1 Standards of Cleanliness

2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris.

2.1.2 Entrance and exit doors shall be clean free of excessive smudges, dirt and grime.

2.1.3 All glass shall be clean and free of excessive streaks and smudges.

2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris.

2.1.5 Recycling receptacles shall be clean and emptied to prevent the overflow of debris.

2.1.6 Awnings or canopies, where present, shall be clean at all times.

2.1.7 Walls and columns shall be clean and free of graffiti.

2.1.8 Curbside check-in counter, self-service check-in kiosks, baggage belts, baggage curtains and baggage carts shall be clean and organized, free of debris and baggage tape and without visible damage.

2.1.9 Light fixtures and assemblies shall be clean and free of excessive dust.

2.1.10 Smoking receptacles, where available, shall be clean and emptied on a regular basis.

2.1.11 Pet relief areas shall be clean and regularly maintained with a “mutt mitt” dispenser and trash can.

2.0 - Curbside

2.2 Standards of Condition

2.2.1 All frontages, sidewalks and crosswalks shall be free of large cracks and missing surface areas.

2.2.2 All glass shall be in good condition with no visible damage.

2.2.3 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.

2.2.4 Recycling receptacles shall be in good condition without excessive dents, marks or peeling paint.

2.2.5 Smoking receptacles shall be in good condition, without excessive dents, marks or peeling paint.

2.2.6 All doors shall be in good condition and free of damage.

2.2.7 Awnings or canopies, where present, shall be in good condition, free of rips and tears.

2.2.8 Walls shall be free of excessive scratches, marks and scuffs.

2.2.9 Curbside check-in counters, self-service check-in kiosks, baggage belts, baggage curtains and baggage carts shall be in good condition, free of excessive dents, marks and scuffs.

2.2.10 All light fixtures shall be in good condition.

2.2.11 Snow and ice shall be removed from walkways and roadways.

2.2.12 Roadways shall be well maintained without excessive potholes.

2.3 Standards of Functionality

2.3.1 All doors shall be maintained in good working order.

2.3.2 Unattended self-service baggage carts shall be returned to dispenser racks and not allowed to collect in an unsightly manner.

2.3.3 Public address systems shall be clear and audible.

2.3.4 All self-service check-in equipment shall be in good working order.

2.3.5 All baggage conveyor belts and curtains shall be in good working order.

2.3.6 Skycap baggage carts shall be returned to their appropriate location or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner.

2.3.7 All light fixtures shall be in good working order.

2.4 Signs, Directions, and Information

2.4.1 Directional signs shall be visible and accurate.

2.4.2 Signs shall clearly indicate the location of services.

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

2.4.4 Airline names shall be posted at drop-off and pick-up locations when practicable.

2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

3.0 –Flight Check-in Areas

Flight Check-In Area General Requirements

a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility.

b) Trash receptacles shall be available in the airline check-in areas.

c) Flight Information Display Systems (FIDS) shall be provided.

d) All signing in the check-in area shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

3.1 Standards of Cleanliness

3.1.1 Counters and kiosks shall be clean and free of graffiti.

3.1.2 Workspaces shall always appear uncluttered and organized.

3.1.3 Seating, where available, shall be clean and free of excessive stains and dirt.

3.1.4 Windowsills shall be free of excessive dust and debris.

3.1.5 Windows shall be free of excessive streaks and smudges.

3.1.6 Trash receptacles shall be clean and not overflowing.

3.1.7 Recycling receptacles shall be clean and not overflowing.

3.1.8 Walls, partitions, columns and doors shall appear clean and be free of excessive dirt and marks.

3.1.9 Carpet and floors shall be free of excessive debris and stains and shall appear clean.

3.1.10 Floors shall be dry, free from spills and water.

3.1.11 Ceilings shall be clean and free of excessive dust.

3.1.12 Light fixtures and assemblies shall be clean and free of excessive dust.

3.1.13 Heating and air conditioning units shall be clean and free of excessive dust.

3.1.14 Stanchions, ropes and “tensa barriers” shall be clean and free of excessive dust, tape and smudges.

3.0 –Flight Check-in Areas

3.1.15 Electronic device charging stations shall be clean.

3.2 Standards of Condition

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

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

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

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

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

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

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

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

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

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

3.2.11 All light fixtures shall have no visible broken parts.

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

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

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

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

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

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

3.3 Standards of Functionality

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

3.3.2 Courtesy telephones shall be in working order.

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

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

3.3.5 Public address system shall be clear and audible.

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

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

3.4 Signs, Directions, and Information

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

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

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

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

4.0 – Walkways/Corridors/Elevators/Escalators

4.1 Standards of Cleanliness

4.1.1 Carpets, mats and floors shall be free of debris and excessive stains.

4.1.2 Floors shall be dry, free of spills or water.

4.1.3 Ceilings shall be clean and free of excessive dust and debris.

4.1.4 Light fixtures and assemblies shall be clean and free of excessive dust.

4.1.5 Pictures, frames, directories and advertising along walkways and corridors shall be clean and be free of excessive dust.

4.1.6 Elevator interiors shall be clean and free of debris and graffiti.

4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris.

4.1.8 Recycling receptacles shall be emptied in order to prevent the overflow of debris.

4.1.9 Heating and air conditioning shall be clean and free of excessive dust.

4.1.10 Water fountains shall be clean and free from debris and stains.

4.2 Standards of Condition

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

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

4.2.3 All light fixtures shall have no visible broken parts.

4.2.4 Pictures, frames, directories and advertising shall be in good condition, free of tears, scratches, graffiti and other marks.

4.2.5 Elevators, escalators and moving walkways shall be in good working condition.

4.2.6 Elevator button lights and switches shall be in good condition.

4.2.7 Water fountains shall have no visible broken parts.

4.2.8 Corridors and walkways shall be free of obstructions.

4.2.9 Heating and air conditioning units shall be in good condition with no visible broken parts.

4.2.10 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.

4.2.11 Recycling receptacles shall be in good condition, without excessive dents, marks or peeling paint.

4.3 Standards of Functionality

4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order.

4.3.2 Elevator button lights and switches shall be operational.

4.3.3 Each elevator emergency phone or communication device shall be in working order.

4.3.4 Public address system shall be in working order and audible in all areas.

4.3.5 Water fountains shall be in good working order.

4.3.6 Heating and air condition units shall be in good working order.

4.4 Signs, Directions, and Information

4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking).

4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity.

4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information.

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

5.0 – Passenger and Baggage Screening Areas

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

5.1 Standards of Cleanliness

5.1.1 Carpets, mats and floors surrounding baggage and passenger screening areas shall be free of excessive debris and stains.

5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape.

5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of excessive debris and baggage tape.

5.1.4 Walls, columns, doors and partitions shall have a clean appearance, free of dirt and marks.

5.1.5 Ceilings shall be clean and free of excessive dust.

5.2 Standards of Condition

5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas.

5.2.2 Carpets and mats shall be free of excessive holes, rips and worn or frayed areas.

5.2.3 All baggage and passenger screening equipment shall be in good condition, free of excessive marks, scuffs and broken pieces.

5.2.4 All furnishings, including but not limited to tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces.

5.2.5 Walls, columns, doors and partitions shall be free of large cracks, holes and graffiti.

5.2.6 Ceilings shall be free from stains and broken tiles.

5.2.7 Sign frames, holders and stands shall be in good condition.

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

5.2.9 Light fixtures shall have no visible broken parts.

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

5.3 Standards of Functionality

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

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

5.6 Signs, Directions, and Information

5.6.1 Internal notices shall not be displayed in public areas.

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

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

5.6.4 Only approved regulatory signs shall be used.

6.0 - Restrooms

General Requirements

a) Restrooms shall have sinks with soap dispensers.

b) All restrooms shall have sanitary seat covers available.

c) All stall doors must have door locks or latches.

d) All stalls shall be equipped with a clothes hook or a pocketbook holder.

e) All restrooms shall be equipped with an adequate number of trash receptacles to meet peak traffic flow.

f) Paper products shall be provided in adequate supply to meet peak traffic flow.

6.1 Standards of Cleanliness

6.1.1 Floors shall be clean and free of debris and excessive stains.

6.1.2 Floors shall be dry, free of spills or water.

6.1.3 Unpleasant odors shall not be detected.

6.1.4 Mirrors shall be free of excessive streaks, smudges and watermarks.

6.1.5 Sinks shall be clean, and faucets shall have a polished appearance.

6.1.6 Entranceways and doors shall be clean and free of debris.

6.1.7 Paper towel holders and/or automatic hand dryers shall be clean.

6.1.8 Urinals shall be clean and free of debris.

6.1.9 Tiles and walls shall be clean.

6.1.10 Soap dispensers shall be clean and free of soap scum.

6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance.

6.1.12 Light fixtures and assemblies shall be clean and free of dust.

6.1.13 Sanitary seat cover dispensers shall be clean.

6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free.

6.1.15 Baby changing stations, where available, shall be clean.

6.1.16 All walls, doors and partitions shall be clean.

6.1.17 Ceilings shall be clean and free of dust and debris.

6.1.18 Countertops shall be clean and free of debris and pooling water.

6.2 Standards of Condition

6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces.

6.2.2 Mirrors shall be in good condition, free of scratches, marks, have minimum de-silvering, cracks and broken pieces.

6.2.3 Sinks, including fixtures, shall be in good condition, free of excessive scratches, stains and broken pieces.

6.2.4 Entranceway, doors and doorframes shall be in good condition, free of excessive scratches, dents, marks and scuffs.

6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of excessive marks, scratches, rust and broken pieces.

6.2.6 Urinals shall be in good condition, free of excessive chips, marks and broken pieces.

6.2.7 Wall tiles shall be in good condition, free of excessive chips, marks and broken pieces and grout shall be free of missing pieces and excessive discoloration.

6.2.8 Soap dispensers shall be in good condition.

6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces.

6.0 - Restrooms

6.2.10 All light fixtures shall have no visible broken parts.

6.2.11 Sanitary seat cover dispensers shall be in good condition, free of excessive marks, scratches and broken pieces.

6.2.12 Trash and sanitary receptacles shall be in good condition.

6.2.13 Baby changing station, where available, shall be in good condition, with all necessary parts and free of excessive marks, scratches and scuffs.

6.2.14 All walls, doors and partitions shall be free of holes, excessive graffiti, scratches and peeling paint.

6.2.15 Ceilings shall be free of cracks and stains.

6.2.16 Countertops shall be in good condition with no excessive scratches, cuts, gouges or marks.

6.2.17 All caulking joints between fixtures and wall or floor shall be filled without excessive gaps.

6.3 Standards of Functionality

6.3.1 Public address system shall be clear and audible.

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed.

6.3.3 Automatic hand dryers and paper towel dispensers shall be in working order.

6.3.4 Toilets and urinals shall be in working order.

6.3.5 Door locks and latches shall be in working order.

6.3.6 Sink drains and faucets shall be in working order.

6.3.7 Baby changing stations shall be in working order.

6.3.8 Sanitary seat cover dispensers shall be filled and in working order.

6.3.9 Soap dispensers shall be filled and in working order.

6.0 - Restrooms

6.4 Signs, Directions, and Information

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

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity.

6.4.4 If sanitary products are not available in the restrooms, an appropriate sign in the restroom shall reflect the nearest place to purchase these items.

7.0 – Gate Areas

General Requirements

a) Public address system shall be available in every gate area.

b) Flight Information Display Systems (FIDS) shall be available in or around the gate areas.

7.1 Standards of Cleanliness

7.1.1 Seating shall be clean and free of excessive debris and stains.

7.1.2 Windowsills shall be free of excessive dust and debris.

7.1.3 Windows shall be clean and free of excessive streaks and smudges.

7.1.4 Trash receptacles shall be clean and not overflowing.

7.1.5 Recycling receptacles shall be clean and not overflowing.

7.1.6 Walls, partitions, doors and columns shall have a clean appearance free of excessive dirt and marks.

7.1.7 Carpets, mats and floors shall be free of excessive debris and stains.

7.1.8 Floors shall be dry, free of spills or water.

7.1.9 Ceilings shall be clean and free of excessive dust.

7.1.10 Light fixtures and assemblies shall be clean and free of excessive dust.

7.1.11 Heating and air conditioning units shall be clean and free of excessive dust.

7.1.12 Stanchions, ropes and “tensa barriers” shall be clean and free of excessive dust, tape and excessive smudges.

7.1.13 Counters/podiums and kiosks shall be clean, uncluttered and free of debris.

7.1.14 Advertising and display areas shall be clean and free of debris.

7.1.15 Televisions and monitors shall be clean and free of excessive dust.

7.1.16 Electronic charging stations shall be clean.

7.0 – Gate Areas

7.2 Standards of Condition

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

7.2.2 Windowsills shall be in good condition, with no excessive marks, scratches or broken pieces.

7.2.3 Windows shall be in good condition, free of excessive scratches or marks.

7.2.4 Trash receptacles shall be in good working condition, without excessive dents, marks or peeling paint.

7.2.5 Recycling receptacles shall be in good condition without excessive dents, marks or peeling paint.

7.2.6 Walls, partitions, doors and columns shall be in good condition, without excessive marks, scuffs, dents or gouges.

7.2.7 Carpet shall be free of excessive holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces.

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

7.2.9 All light fixtures shall have no visible broken parts.

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

7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good condition, with no visible damage or broken parts.

7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, graffiti or broken pieces.

7.2.13 Televisions and monitors shall have no visible broken parts.

7.2.14 Electronic charging stations, if available, shall have no visible broken parts.

7.2.15 Advertising and display areas shall be in good repair and shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

7.2.16 Cleaning supplies and equipment shall be stored out of customers' view when not in use.

7.0 – Gate Areas

7.3 Standards of Functionality

7.3.1 The Public Address System shall be clear and audible at all times.

7.3.2 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order.

7.3.3 Televisions and monitors shall be clear, visible and in good working condition.

7.3.4 Electronic charging stations shall be in good working condition.

7.3.5 In the event of delays, cancellations or diversions, Standard 17.0 will apply.

7.4 Signs, Directions, and Information

7.4.1 Signing shall be visible and adequate to direct customers to all services.

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

7.4.3 Appropriate directional signing shall be visible at every decision point and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

8.0 – Retail Services

General Requirements

a) All items for sale must have price visible either on each item or on the shelf.

b) Tip receptacles are not permitted.

c) "Street Pricing" signing must be prominently displayed.

d) All items shall be sold at "Street Prices" as defined in the lease/permit.

8.1 Standards of Cleanliness

8.1.1 All public areas in the retail space shall be clean and well maintained.

8.1.2 Carpet and floors shall be free of excessive debris and stains.

8.1.3 Doors and entrances shall be clean and free of excessive dust.

8.1.4 Glass windows and display cases shall be clean.

8.1.5 Light fixtures and assemblies shall be clean and free of excessive dust.

8.1.6 All walls, doors, partitions and columns shall be clean.

8.1.7 Ceilings shall be clean and free of dust.

8.1.8 Sales and cashier areas shall appear neat, organized and clean.

8.1.9 Heating and air conditioning units and vents shall be clean and free of excessive dust.

8.1.10 Monitors shall be clean and free of dust.

8.1.11 Trash receptacles shall be clean and not overflowing.

8.1.12 Recycling receptacles shall be clean and not overflowing.

8.1.13 iPads or other electronic devices used for ordering or payment shall be clean.

8.2 Standards of Condition

8.2.1 Carpets shall be free of excessive holes, rips and worn or frayed areas.

8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas.

8.2.3 Entranceways shall be in good condition, free of excessive marks, scratches or any visible damage.

8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight.

8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no excessive gouges, scratches, graffiti or broken pieces.

8.2.6 All light fixtures shall have no visible broken parts.

8.2.7 Walls and columns shall be free of large cracks, holes and graffiti.

8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area.

8.2.9 All displays and racks shall be arranged to permit free movement by customers with baggage.

8.2.10 Stock shall be stored out of view of customers.

8.2.11 Ceilings shall not be stained or have any broken tiles.

8.2.12 Employees' personal belongings shall not be visible to customers.

8.2.13 Heating and air conditioning units shall be in good working order.

8.2.14 Packaging, shipping materials and delivery carts shall be removed in a timely manner.

8.2.15 Electronic device charging stations shall have no visible broken parts.

8.3 Standards of Functionality

8.3.1 In the event of flight delays, essential services shall remain open for passengers in the terminal after normal business hours.

8.3.2 Music system shall be in a clear and audible working condition with appropriately set volume level.

8.3.3 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions.

8.3.4 All counters that are ADA accessible shall be kept clear of merchandise.

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

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

8.4 Signs, Directions, and Information

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

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

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

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

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

8.4.6 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged.

8.4.7 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary.

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

8.4.9 There shall be no unauthorized postings.

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

8.0 – Retail Services

8.5 Standards of Retail Employees

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

8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop.

8.5.2 Employees shall always offer customers a receipt and say “thank you” or an appropriate pleasant closing.

8.5.3 Employees shall always give correct change.

8.5.4 Employees shall make every effort to make change for customers.

8.5.5 All retail locations shall have sufficient cash available immediately upon opening to make change for early morning sales.

8.5.6 Any complaints shall be dealt with promptly.

8.5.7 Employees shall have appropriate knowledge of items being sold.

8.5.8 Employees shall not use personal electronic devices. The only music audible to customers shall be provided by the audio system.

8.6 Standards of Product

8.6.1 Merchandise shall be attractively displayed.

8.6.2 Damaged merchandise shall be removed from display areas.

8.6.3 Displays shall be maintained to provide an uncluttered appearance.

8.6.4 No items shall remain on shelves past expiration dates.

8.6.5 Merchandise shall be stocked in quantities sufficient for normal customer traffic.

8.6.6 Merchandise shall be delivered, to retail areas in appropriate carts with rubber wheels.

9.0 – Food & Beverage Services

General Requirements

a) All items for sale must have price visible either on each item or on the shelf.

b) Tip receptacles are not permitted.

c) "Street Pricing" signing must be prominently displayed.

d) All items shall be sold at "Street Prices" as defined in the lease/permit.

9.1 Standards of Cleanliness

9.1.1 All areas in the establishment shall be clean and well maintained.

9.1.2 Debris shall be removed from tables and counters within a reasonable time.

9.1.3 Area shall be free of unpleasant odors.

9.1.4 Carpet and floors shall be free of excessive debris and stains.

9.1.5 Entranceways, doors and frames shall be free of excessive smudges, dirt.

9.1.6 Ceilings shall be clean and free of excessive dust.

9.1.7 Glass windows and display cases shall be clean.

9.1.8 Sales and cashier areas shall appear organized and clean.

9.1.9 Tray slides and counters shall be clean.

9.1.10 Trays shall be clean.

9.1.11 Light fixtures and assemblies shall be clean and free of excessive dust.

9.1.12 All tables, chairs, booths, display cases, and fixtures shall be clean.

9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained.

9.1.14 All cooking equipment shall be clean.

9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris.

9.1.16 Recycling receptacles shall be emptied in order to prevent the overflow of debris.

9.1.17 Heating and air conditioning units and vents shall be clean and free of excessive dust.

9.1.18 Monitors shall be clean and free of dust.

9.1.19 Electronic charging stations shall be clean.

9.1.20 iPads or other electronic devices used for ordering or paying shall be clean.

9.2 Standards of Condition

9.2.1 Carpets shall be free from holes, rips and worn or frayed areas.

9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas.

9.2.3 Entranceways and frames shall be in good condition, free of excessive marks, scratches or any visible damage.

9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces.

9.2.5 All counters and tray slides shall be in good condition with no deep scratches, gouges, graffiti or broken pieces.

9.2.6 All cooking equipment shall be well maintained and in good working order and have no visible damage.

9.2.7 Electronic charging stations shall have no visible damage.

9.2.8 Ceilings shall be free of stains and broken tiles.

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

9.2.10 Packaging, shipping materials and delivery carts shall be removed in a timely manner.

9.2.11 Cleaning supplies and equipment shall be stored out of customers' view when not in use.

9.2.12 Trash receptacles shall be clean and in good condition, without excessive dents, marks or peeling paint.

9.2.13 Recycling receptacles shall be clean and in good condition without excessive dents, marks or peeling paint.

9.2.14 Employees' personal belongings shall not be visible to customers.

9.2.15 Heating and air-conditioning units shall be in good condition, free of any visible damage.

9.2.16 Monitors shall be clear, visible and in good working condition.

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

9.3 Standards of Functionality

9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers.

9.3.2 Music system shall be clear and audible with appropriately set volume level.

9.3.3 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct the entrance.

9.3.4 Heating and air conditioning units shall be in working order.

9.3.5 iPads or other electronic devices used for ordering or paying shall be in good working order.

9.3.6 Electronic charging stations shall be in good working order.

9.3.7 Cooking equipment shall be in good working order.

9.4 Signs, Directions, and Information

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

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

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

9.4.4 Appropriate directories shall be visible to direct customers to all food and beverage facilities.

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

9.4.6 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged.

9.4.7 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary.

9.4.8 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest operating facilities.

9.4.9 There shall be no unauthorized postings.

9.5 Standards of Food and Beverage Employees

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

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop.

9.5.2 Employees shall always provide customers with a receipt and "thank you" or an appropriate pleasant closing.

9.5.3 Employees shall always give correct change.

9.5.4 Employees shall make every effort to make change for customers.

9.5.5 Employees shall not use personal electronic devices. The only music audible to customers shall be provided by the unit audio system.

9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales.

9.5.7 Any complaints shall be dealt with promptly.

9.5.8 Employees shall have appropriate knowledge of items being sold.

9.6 Standards of Product

9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.).

9.6.2 All food used for display purposes shall be presentable.

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

9.6.4 No items shall remain on shelves past expiration dates.

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

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

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

10.0 – Baggage Claim

General Requirements

a) Self-service baggage carts shall be readily available at all cart racks at all times.

b) Public Address System shall be available.

c) Baggage Information Display System (BIDS) shall be available.

10. 1 Standards of Cleanliness

10.1.1 Baggage carousels shall be clean and be free of debris.

10.1.2 Carpets, mats and floors shall be free of debris and excessive stains.

10.1.3 Trash receptacles shall be clean and not overflowing with debris.

10.1.4 Recycling receptacles shall be clean and not overflowing with debris.

10.1.5 Heating and air conditioning units shall be clean and free of excessive dust.

10.1.6 Ceilings shall be clean and free of excessive dust.

10.1.7 Light fixtures and assemblies shall be clean and free of excessive dust.

10.1.8 Seating shall be clean and free of excessive stains.

10.1.9 Electronic charging stations shall be clean.

10.1.10 Windowsills shall be free of excessive dust and debris.

10.1.11 Windows shall be clean and free of excessive streaks and smudges.

10.1.12 Walls, partitions and columns shall have a clean appearance, free of excessive dirt and marks.

10.1.13 Conveyor curtains shall be clean and free of excessive dirt and debris.

10.2 Standards of Condition

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

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

10.2.3 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.

10.2.4 Recycling receptacles shall be in good condition, without excessive dents, marks or peeling paint.

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

10.2.6 Seating shall be free of excessive rips, tears and broken parts.

10.2.7 Windowsills shall be in good condition, free of excessive scratches or marks.

10.2.8 Windows shall be in good condition, free of excessive scratches or marks.

10.2.9 Walls, partitions and columns shall be free of large cracks, holes and graffiti.

10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed.

10.2.11 All light fixtures shall have no visible broken parts.

10.2.12 Unattended baggage carts shall be returned to the dispenser racks and not allowed to collect in an unsightly manner and impede passenger flow.

10.2.13 Conveyor curtains shall be in good condition free of rips, tears and broken parts.

10.2.14 Electronic device charging stations shall have no visible broken parts.

10.3 Standards of Functionality

10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers.

10.3.2 The Public Address System shall be clear and audible.

10.3.3 All information display systems shall be clear, visible and accurate and in good working order.

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

10.3.5 Monitors shall be in good working condition.

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

10.3.7 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal regulations.

10.4 Signs, Directions, and Information

10.4.1 Signing shall be visible and adequate to direct customers to all services.

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

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline.

10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery in a timely manner.

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

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

General Requirements

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

11.1 Standards of Cleanliness

Welcome Centers

11.1.1 Counters shall be clean, organized and uncluttered.

11.1.2 Computers and monitors shall be clean and free of dust.

11.1.3 All self-service telephones, including self-service phones shall be clean and free of debris.

11.1.4 All panels and displays including self-service areas shall be clean and free of debris.

11.1.5 Electronic device charging stations shall be clean.

11.1.6 All brochure racks shall be clean, organized and uncluttered.

11.1.7 All seating shall be clean and free of excessive dust.

11.1.8 All floors, mats and carpets shall be free of debris and excessive stains.

On-Airport Bus Service

11.1.9 All vehicle lighting shall be clean and free of debris.

11.1.10 Vehicle exteriors shall be clean.

11.1.11 Vehicle interiors shall be clean and free of debris and unpleasant odors.

11.1.12 Pictures, frames, directories, luggage racks and advertising shall be clean and free of excessive dust and graffiti.

11.1.13 All glass shall be clean and free of excessive streaks and smudges.

11.1.14 Seating shall be clean and free of graffiti and debris.

11.1.15 All floors and mats shall be free of debris and excessive stains.

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

Permittee Services

11.1.16 Vehicle exteriors shall be clean.

11.1.17 Vehicle interiors shall be clean and free of debris and unpleasant odors.

11.1.18 All glass shall be clean and free of excessive streaks and smudges.

11.1.19 Seating shall be clean and free of graffiti and debris.

11.1.20 All floors and mats shall be free of debris and excessive stains.

11.1.21 Pictures, frames, directories, luggage racks and advertising shall be clean and free of excessive dust and graffiti.

Bus Shelters

11.1.22 All bus shelter exteriors shall be clean.

11.1.23 All bus shelter interiors shall be clean and free of debris.

11.1.24 Pictures, frames, directories and advertising shall be clean and free of excessive dust and graffiti.

11.1.25 All glass shall be free of excessive streaks and smudges.

11.1.26 Seating shall be clean and free of graffiti and debris.

11.1.27 Light fixtures and assemblies shall be clean and free of excessive dust.

11.1.28 All sidewalks shall be clean and free of debris.

11.2 Standards of Condition

Welcome Centers

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

11.2.2 Computers and monitors shall be in good working condition.

11.2.3 Electronic device charging stations shall be in good working condition, with no broken parts.

11.2.4 All self-service telephones, shall be in good condition.

11.2.5 All panels and displays shall be in good condition, free of excessive marks, scratches, gouges and any visible damage.

11.2.6 Brochure racks shall be in good condition, free of any visible damage.

11.2.7 Seats shall be in good condition, free of any visible damage.

11.2.8 All floors and mats shall be in good condition, free of large cracks, gouges and excessively worn areas.

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

On-Airport Bus Service

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

11.2.11 Pictures, directories, frames, baggage racks and advertising shall be in good condition with no excessive marks, scratches or visible damage.

11.2.12 All glass shall be in good condition, free of excessive scratches, and chips.

11.2.13 Seating shall be free of tears, rips and missing or broken pieces.

11.2.14 Vehicle exteriors shall be in good condition, with all damage repaired promptly.

11.2.15 Vehicle interiors shall be in good condition, with all damage repaired promptly.

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

11.2.17 All bus shelters shall be in good condition with no gouges, excessive scratches, graffiti or broken pieces.

Permittee Services

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

11.2.19 Pictures, frames, baggage racks and advertising shall be in good condition with no excessive marks, scratches or visible damage.

11.2.20 All glass shall be in good condition, free of excessive scratches, chips and broken pieces.

11.2.21 Seating shall be free of tears, rips and missing or broken pieces.

11.2.22 Vehicle exteriors shall be in good condition, with all damage repaired promptly.

11.2.23 Vehicle interiors shall be in good condition, with all damage repaired promptly.

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

Bus Shelters

11.2.25 All bus shelter exteriors shall be in good condition with no visible damage.

11.2.26 All bus shelter interiors shall be in good condition, free of missing or broken pieces.

11.2.27 Pictures, frames and advertising shall be in good condition, free of excessive scratches and graffiti.

11.2.28 Heating units, if available, shall be in good condition with no visible broken parts.

11.3 Standards of Functionality

Welcome Centers

11.3.1 All Customer Care Representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays.

11.3.2 Computers and monitors shall function properly.

11.3.3 All self-service telephones shall function properly.

11.3.4 Electronic device charging station shall function properly.

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

On-Airport Bus Service

11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes.

11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures.

11.3.7 Doors shall operate properly and easily.

11.3.8 All buses must be equipped with automated recording announcements or the bus driver must make audible announcements of the airport terminal or bus stop.

11.3.9 Waiting time during peak periods shall not be excessive.

11.3.10 Public Address systems and announcements shall be clear audible, with up to date information.

11.3.11 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility".

11.3.12 Operator must be knowledgeable in the operation of the bus for passengers with reduced mobility.

Permittee Services

11.3.13 Vehicles shall not make excessive noise or give off unpleasant odors and fumes.

11.3.14 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures.

11.3.15 Doors shall operate properly and easily.

11.3.16 Drivers must make audible announcements of the airport terminal or bus stop.

11.3.17 Waiting time during peak periods shall not be excessive and shall meet the permit requirements.

11.3.18 Only authorized permittees shall make pick-ups at designated areas.

11.3.19 Handicapped lifts shall function properly as reference to Standard 19.0 "Passengers with Reduced Mobility".

11.3.20 Operator must be knowledgeable in the operation of the vehicle for passengers with reduced mobility.

11.3.21 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs.

11.3.22 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged services at the Welcome Center.

11.4 Signs, Directions and Information

Welcome Centers

11.4.1 All signs and postings shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

11.4.2 Welcome Center waiting area shall be clearly identified.

11.4.3 All transportation information shall be accurate and up to date.

11.4.4. All Ground Transportation telephone information panels shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

On-Airport Bus Service

11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted.

11.4.6. Pick-up locations shall be clearly designated.

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

11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used.

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

Bus Shelters

11.4.10. Bus schedules shall be prominently displayed.

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

12.0 – Taxi Dispatch Service

General Requirements

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

12.1 Standards of Cleanliness

12.1.1 Taxi booths shall have clean windows and be free of graffiti.

12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices.

12.1.3 Taxi passengers waiting areas shall be clean and free of debris.

12.2 Standards of Condition

12.2.1 Taxi booths windows shall be in good condition, free of excessive scratches and broken pieces.

12.2.2 All taxi booths shall be in good condition with no dents, excessive scrapes, debris or peeling paint.

12.2.3 Taxi passenger waiting areas shall be in good condition with no missing surface areas.

12.2.4 Queue line railing, where installed, shall be free of defects.

12.2.5 Taxi queue pavement markings shall be visible.

12.3 Functionality

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

12.4 Signs, Directions, and Information

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

12.4.2 Taxi rate information must be posted or be provided to the passengers.

12.0 – Taxi Dispatch Service

12.5 Standards of Taxi Dispatch Employees

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

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

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

13.0 – Parking Facilities and Services

General Requirements

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

13.1 Standards of Cleanliness

13.1.1 Crosswalks, sidewalks, ramps and parking lot surfaces shall be clean and free of excessive dirt and debris.

13.1.2 Escalators and elevators shall be clean and free of debris.

13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris.

13.1.4 Recycling receptacles shall be emptied in order to prevent the overflow of debris.

13.1.5 All structures and equipment shall be free of dirt and graffiti.

13.1.6 All light fixtures and assemblies shall be clean and free of graffiti.

13.1.7 All windows shall be clean and free of excessive streaks and smudges and be clear of obstructions.

13.1.8 Parking lot bus shelters, where available, shall be clean and free of debris.

13.1.9 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings.

13.1.10 Drains shall be clear and free of debris.

13.1.11 Unpleasant odors shall not be detected.

13.1.12 Phones and intercom areas shall be clean and free of debris.

13.1.13 All equipment including Ticket Issuing Machines (TIM's) and Pay on Foot Machines (POF's) shall be clean.

13.0 – Parking Facilities and Services

13.2 Standards of Condition

13.2.1 Parking lot surfaces shall be well maintained and free of potholes and weeds.

13.2.2 Escalators, elevators, ramps and staircases shall be in good condition with no excessive gouges, scratches, graffiti and broken pieces.

13.2.3 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.

13.2.4 Recycling receptacles shall be in good condition, without excessive dents, marks or peeling paint.

13.2.5 All equipment including Ticket Issuing Machines (TIM's) and Pay on Foot Machines (POF's) shall be in good condition.

13.2.6 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces.

13.2.7 All light fixtures shall have no visible broken parts.

13.2.8 All windows shall be in good condition, free of excessive marks, scratches and broken or missing pieces.

13.2.9 All bus shelters shall be in good condition with no gouges, excessive scratches, graffiti or broken pieces.

13.2.10 Phones and intercoms shall be in good condition with no gouges, excessive scratches, graffiti or broken pieces.

13.2.11 Striping shall be clear and visible with old markings completely removed.

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

All fences and barriers shall be well maintained, and properly secured.

13.2.13 All fences and barriers shall be well maintained, and properly secured.

13.0 – Parking Facilities and Services

13.3 Standards of Functionality

13.3.1 Properly uniformed and identifiable personnel shall be readily available to assist customers and respond to customer assistance situations within twenty (20) minutes of the customer's request.

13.3.2 All equipment including Ticket Issuing Machines (TIM's) and Pay on Foot Machines (POF's) shall be functioning and in good working order.

13.3.3 Every emergency phone shall be in good working order with clear instructions.

13.3.4 All emergency telephones and intercoms shall be in good working order with appropriate volume and all functions operating.

13.3.5 Escalators and elevators shall be in working order.

13.3.6 Elevator button lights and switches shall be operational.

13.3.7 Each elevator emergency phone or communication device shall be in working condition.

13.3.8 A "red light" shall be displayed indicating a closed lane.

13.3.9 A "green light" shall be displayed indicating an open lane.

13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined by Port Authority facility operations.

13.4 Signs, Directions, and Information

13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as methods of payment, shall be prominently displayed at all entrances and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

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

13.4.3 Aisle numbers and markings shall be visible and consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

13.4.4 Signing in bus shelters shall display essential information regarding the airport, airline locations (at) and route information and must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

13.4.5 Signing for "help" phones and services shall be clear and visible and must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

13.4.6 A plaque with the cashier's name and contact information for customer comments shall be clearly visible at each cashier booth.

13.5 Standards of Parking Employees

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

13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airport and off airport areas verbally and/or with printed materials.

13.5.2 Employees shall provide a "thank you" or an appropriate pleasant closing to every customer.

13.5.3 Parking employees shall not solicit or accept any form of gratuity.

14.0 - Construction

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

14.1 Standards of Cleanliness

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

14.2 Standards of Condition

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

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

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

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

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

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

14.2.7 All light fixtures shall have no visible broken parts.

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

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

14.2.10 Construction workers shall obtain and prominently display official identification.

14.0 - Construction

14.3 Standards of Functionality

14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area.

14.3.2 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner.

14.3.3 Construction employees shall comply with all relevant Port Authority Airport Rules and Regulations.

14.4 Signs, Directions, and Information

14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed.

14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation.

14.4.3 Adequate directional signing, must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual and shall be provided when construction barricades hide or obstruct facilities, egress, and services.

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

15.0 – Charter Operations

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

15.1 Standards for Representation

15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.

15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is airborne. The representative shall sign-in and sign-out with the Terminal Operator.

15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)

15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:

A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;

B. Name(s) of all authorized representative(s) on duty

C. 24-hour telephone contact

D. E-mail address and website address for posting of information

E. Mailing address

F. The name and contact of ground handling company authorized representative.

G. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.

15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.

15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

15.2 Standards for Information

15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.

15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.

15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

15.3 Standards for Services in case of flight delay or cancellation

15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time.

15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.

15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

16.0 – Ramp and Airside Areas

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

16.1 Standards of Ramp Cleanliness

16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA Advisory Circular 150/5210-24 (or the most current circular) and Port Authority Rules and Regulations.

16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have absorbent type material available.

16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt.

16.1.4 All windows visible from ramp/airside shall be clean and free of excessive streaks and smudges.

16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris.

16.1.6 All recycling receptacles shall be emptied in order to prevent the overflow of debris.

16.1.7 Walls, columns and doors shall be clean.

16.1.8 All service roads, as well as walkways and sidewalks shall be clean and free of debris.

16.1.9 Interline baggage transfer areas shall be clean and free of debris.

16.1.10 All drains shall be clear.

16.1.11 Guard booth interiors shall be clean, free of debris, clutter and have no personal items visible.

16.1.12 Guard booth windows shall be clean and free of excessive streaks and smudges.

16.0 – Ramp and Airside Areas

16.2 Standards of Equipment Cleanliness

16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris.

16.2.2 Buses and/or Mobile Lounges shall be clean.

16.2.3 Bus and/or Mobile Lounge seating shall be clean.

16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of excessive streaks and smudges and free of dirt.

16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and excessive dirt.

16.2.6 Aircraft loading bridges shall be clean and free of debris.

16.3 Standards of Ramp Condition

16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the air terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property.

16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings and appropriate signage.

16.3.3 All fences and barriers shall be well maintained and properly secured.

16.3.4 All light fixtures shall have no visible broken parts.

16.3.5 All ramp surface areas shall be free of potholes.

16.3.6 All service roads shall be well maintained and free of potholes.

16.3.7 Guard booths shall present a well-maintained appearance, free of clutter and debris.

16.3.8 Trash receptacles shall be in good condition, without dents, excessive marks or peeling paint.

16.3.9 Recycling receptacles shall be in good condition, without dents, excessive marks or peeling paint.

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

16.4 Standards of Equipment Condition

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

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

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

16.5 Standards of Equipment Functionality

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

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

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

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

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

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

16.5.7 Aircraft loading bridges shall be in good working order.

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

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

16.0 – Ramp and Airside Areas

16.6 Signs, Directions, and Information

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

16.6.2 Gate numbers shall be clearly marked and visible at all times and must be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

17. 0 – Assistance to Stranded Passengers

General Requirements

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

The Following Defines "Stranded Passengers"

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

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

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

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

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

17. 0 – Assistance to Stranded Passengers

The Following Defines "Areas of Responsibility"

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

17.1 Assistance to passengers stranded on board an aircraft

17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for two (2) hours or longer.

17.1.2 Passengers shall be provided with essential needs such as food, water, medical attention, heat and air conditioning and restroom facilities on board.

17.2 Assistance to passengers stranded inside the terminal

17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline.

17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.

17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required.

17.2.4 Airlines are encouraged to provide passengers with any additional services as required by federal regulation.

17. 0 – Assistance to Stranded Passengers

17.3 Passengers with Reduced Mobility

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

17.4 Arriving flight information provided to the general public

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

18. 0 – AirTrain Stations and Vehicle

18.1 Standards of Cleanliness

Stations: Interior

18.1.1 Seating shall be clean.

18.1.2 Floors shall be free of debris and stains.

18.1.3 All floor mats shall be clean and properly aligned.

18.1.4 Windowsills shall be free of excessive dust and debris.

18.1.5 Windows and doors shall be clean and free of excessive streaks and smudges.

18.1.6 Trash receptacles shall be clean and not overflowing.

18.1.7 Recycling receptacles shall be clean and not overflowing.

18.1.8 Walls shall have a clean appearance, free of dirt and excessive marks.

18.1.9 Floors shall be dry, free of spills or water.

18.1.10 Ceilings shall be free of excessive dust.

18.1.11 Light fixtures and assemblies shall be clean and free of excessive dust.

18.1.12 Pictures, frames, directories and advertising shall be clean and free of excessive dust.

18.1.13 Heating and air conditioning units shall be clean and free of excessive dust.

18.1.14 Elevator cab walls and floors shall be clean and free of debris.

18.1.15 Escalators shall be clean and free of debris.

18.1.16 All Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be clean and free of excessive dust.

18.0 – AirTrain Stations and Vehicles

Stations: Exterior

18.1.17 Entrance and exit doors shall be clean and free of dirt and excessive smudges.

18.1.18 Windows shall be free of excessive streaks and smudges.

18.1.19 Trash receptacles shall be clean and emptied to prevent the overflow of debris.

18.1.20 Recycling receptacles shall be clean and emptied to prevent the overflow of debris.

18.1.21 Awnings or canopies, where present, shall be clean.

18.1.22 Walls shall be clean.

18.1.23 Light fixtures and assemblies shall be clean and free of excessive dust.

Trains:

18.1.24 Exteriors shall be clean.

18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti.

18.1.26 Seating shall be clean and free of excessive stains.

18.1.27 Walls shall be clean and free of graffiti and excessive scratches.

18.1.28 Ceilings shall be clean and free of excessive dirt.

18.1.29 Carpeted surfaces shall be clean and free of excessive stains.

18.1.30 Floors shall be dry, free of spills.

18.1.31 Windows shall be free of excessive streaks and smudges.

18.1.32 Doors shall be clean.

18.1.33 Light fixtures and assemblies shall be clean.

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

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

18.2 Standards of Condition

Stations: Interior

18.2.1 Seating shall be free of missing or broken parts.

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

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

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

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

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

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

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

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

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

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

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

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

18.2.14 Escalators and elevators shall be in working condition.

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

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

18.2.17 Employees' personal belongings shall not be visible.

Stations: Exterior

18.2.18 Sidewalks shall be smooth and free of large cracks or missing surface areas.

18.2.19 Entrance and exit doors shall be in good working order.

18.2.20 Windows shall be in good condition with no excessive scratches, chips or broken pieces.

18.2.21 Trash receptacles shall be in good condition, without excessive dents, marks or peeling paint.

18.2.22 Recycling receptacles shall be in good condition without excessive dents, marks or peeling paint.

18.2.23 Awnings or canopies, where present, shall be in good condition with no visible damage.

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

18.2.25 All light fixtures shall be in good condition.

18.2.26 Snow and ice shall be removed from walkways, roadways to prevent any safety hazard.

Trains

18.2.27 Exteriors of the trains shall be in good condition, free of visible damage.

18.2.28 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage.

18.2.29 Walls shall be in good condition, free of excessive marks, scuffs, dents or scratches.

18.2.30 Trains shall be in good working order.

18.2.31 Carpeted surfaces shall be free of excessive holes, rips, worn or frayed areas.

18.2.32 Flooring shall be free of large gouges, cracks and stains.

18.2.33 Seating shall be free of tears, rips or graffiti.

18.2.34 Passenger Information Display System (PIDS) shall be in good condition with no visible damage.

18.3 Standards of Functionality

Stations: Interior

18.3.1 Flight Information Display System (FIDS) and Train Information Display System (TIDS), shall be clear, visible and accurate.

18.3.2 Elevator button lights and switches shall be operational.

18.3.3 Each emergency phone on the platform and each elevator emergency phone or communication device shall be in working condition.

18.3.4 Public address systems shall be clear and audible.

Stations: Exterior

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

Trains:

18.3.6 Waiting times at EWR shall not exceed:

- Four (4) minutes, between the hours of 0500 and 1100
- Three (3) minutes, between the hours of 1100 and 2000
- Four (4) minutes, between the hours of 2000 and 2400
- Twenty-four (24) minutes between 2400 and 0500

Waiting times at EWR shall not exceed:

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

18.3.7 Air conditioning and heating units shall be in proper working condition and maintain appropriate temperatures.

18.3.8 Automated announcements shall be audible and up-to-date.

18.3.9 Public address systems shall be clear and audible.

18.3.10 Emergency phones or communication devices shall be in working order.

18.4 Signs, Directions, and Information

18.4.1 Route/destination signing shall be clearly posted.

18.4.2 Drop-off and Pick-up points for hotels and other services shall be clearly designated.

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

18.4.4 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate.

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

18.4.6 Emergency phones and/or call boxes shall be easily identified.

18.4.7 Maps and directories shall be accurate, up-to-date and shall be consistent with the most recent Port Authority Pedestrian Signing and Wayfinding Airport Standards Manual.

19.0 – Assistance to Passengers with Reduced Mobility

General Requirements

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

Definition of "Passengers with Reduced Mobility"

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

1. Persons with disabilities as defined by the Americans with Disabilities Act (ADA) in an individual with "a physical or mental impairment that substantially limits one or more major life activities." Major life activities include such activities as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

2. Passengers traveling with children and infants, or unaccompanied minors.

3. Passengers that do not speak English.

4. Passengers' requiring/requesting the aid of a mobility assistance representative.

Relevant Standards and Regulations

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

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

19.0 – Assistance to Passengers with Reduced Mobility

Areas of Responsibility

A. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.

B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

E. Terminal Operators must enable or ensure high-contrast captioning at all times on all televisions and other audiovisual displays that are capable of displaying captions and that are located in any gate area, ticket area, passenger lounges provided by US or foreign carrier or any common area of the terminal to which any passengers have access that provide safety briefings, information or entertainment.

F. Airlines whose websites are not accessible to passengers with disabilities must allow them to take advantage of web-only fares and waive any fees when booking by phone or other method.

G. If passengers with disabilities cannot readily use automated kiosks to check-in or print a boarding pass, airlines must provide assistance at the kiosks or allow passengers to the front of the line at the check-in counter.

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

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

19.0 – Assistance to Passengers with Reduced Mobility

19.2.2 The airline operating the arriving flight of a passenger with reduced mobility is responsible for providing and ensuring the assistance, even if the passenger holds a separate ticket for a departing flight departing from a different terminal.

19.2.3 Carriers providing the assistance to the arriving passenger must, on request, make stops in route including but not limited to a restroom, pet relief area, or to purchase food and beverage items.

19.2.4 Passengers with Reduced Mobility shall not be left unattended at any AirTrain platform or station or vehicle.

19.2.5 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities.

19.2.6 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities.

19.2.7 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft).

19.2.8 Unaccompanied minors shall not be left unattended.

19.2.9 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently.

19.2.10 Passengers with Reduced Mobility being dropped off at the curbside shall be able to obtain assistance within 10 minutes.

19.2.11 Carriers must make a Complaint Resolutions Officer (CRO) available during the times their flights are operating and in the languages in which the carrier's services are available to the public. Carrier reservation agents, contractors and websites must provide information regarding the availability and contact information of the CRO to passengers to resolve any complaints or disability related issues.

19.2.12 Employees shall be trained in providing boarding and deplaning assistance, the use of any equipment used by the carrier, and proper boarding and deplaning techniques that safeguard the safety and dignity of passengers with reduced mobility.

19.2.13 Employees shall honor the request of the person with reduced mobility they are assisting.

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

19.3 On-Airport Assistance to Passengers with Reduced Mobility

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings.

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act.

19.3.3 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station.

19.3.4 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station.

19.4 Provision of Wheelchairs to Passengers with Reduced Mobility

19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the most recent industry standards.

19.4.2 Airlines shall provide boarding wheelchairs and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge.

19.4.3 All wheelchairs may be subject to an inspection of:

A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;

B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;

C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;

D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;

E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;

F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,

G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.4.4 All wheelchairs shall be well maintained and in good condition.

19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand.

19.4.6 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts.

19.4.7 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its presence.

19.4.8 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal.

19.4.9 Airlines must permit passengers with a disability to provide written instructions regarding the disassembly and reassembly of personal wheelchairs and other mobility aids. The carrier must follow these instructions to the extent feasible, consistent with applicable security, safety and hazmat requirements.

19.5 Signs, Directions and Information

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

20.0 – Public Circulation and Queue Management

The Following Defines "Circulation Areas"

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

The Following Defines "Queuing Area"

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

Areas of Responsibility

A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.

B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.

C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.

D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.

E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.

F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

20.0 – Public Circulation and Queue Management

20.1 Standards for Managing Passenger Circulation

20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers.

20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0)

20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas.

20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator, deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points.

20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition.

20.1.6 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths when possible.

20.1.7 Provide and maintain adequate wayfinding to promote efficient public circulation.

20.1.8 Objects shall not interfere with the public's visual field to affect public orientation and understanding of designated flow paths.

20.2 Standards for Managing Passenger Queuing Areas

20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows.

20.2.2 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority.

20.2.3 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition.

20.2.4 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator, deboarding areas or curbside roadways) or impede primary public flow patterns.

20.2.5 Public queues shall not extend or be formed outside a terminal building where shelter is not available.

20.3 Stanchion Appearance and Locations

20.3.1 Placement of floor stanchions shall not interfere with public circulation, emergency egress, queuing or wayfinding.

20.3.2 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted.

20.3.3 Stanchion belts or ropes should never be tied together.

20.3.4 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair.

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

20.3.6 Stanchions, ropes, "tensa barriers" shall be clean and free of excessive dust, tape and smudges.

21.0 – Orderly Evacuation and Resumption of Services

Definition of "Emergency Situation"

A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.

B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 Airline Assistance

21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.

21.1.2 All airline employees shall be familiar with airport emergency procedures.

21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.

21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) or other law enforcement agencies clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.

21.1.6 Airlines should at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) or other law enforcement agencies to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.

21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police or other law enforcement agencies to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police or other law enforcement agencies and the TSA, flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, or other law enforcement agencies terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.

21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS) shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).

21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

21.2 Airport Tenant Responsibilities

21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.

21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.

21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or other law enforcement agencies, or terminal operator instructions for emergency procedures.

21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.2.5 Airport tenants should at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, or other law enforcement agencies, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

21.0 – Orderly Evacuation and Resumption of Services

21.3 TSA Responsibilities

21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.

21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.

21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police or other law enforcement agencies and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)

21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

21.4 Terminal Operator Responsibility

21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.

21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.

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

21.0 – Orderly Evacuation and Resumption of Services

21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.4.6 The terminal operator or Port Authority should at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB, or other law enforcement agencies and airport tenant emergency representatives during an emergency situation.

21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.

21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.

21.4.10 Annually or as updated, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.

21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

21.0 – Orderly Evacuation and Resumption of Services

21.5 Communication and Public Announcements

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

21.6 Directions and Assembly Locations

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

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

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

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

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

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

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

21.7 Departure Service Resumption Process

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened n 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.

EXHIBITS 8A & 8B

THE PORT AUTHORITY OF NY & NJ

May 29, 2019

All Port Authority of NY & NJ Airport

Re: Mystery Shop Program

Port Authority – Mystery Shop Program

As we work to elevate our agency's airport rankings to be among the world's best by delivering exceptional customer experiences, we would like to inform you of an anticipated update to our Mystery Shopping Program.

Mystery Shopping is one of many tools we will employ to drive airport performance by continuously gauging our success in meeting our collective customer experience goals and compliance with our Customer Care Standards. In the past year, we have all taken bold steps in creating and offering to our employees a universal airport community customer experience training program, called WE SOAR. This program, developed uniquely for our airport, promotes service principles, shown on the right, that are fundamental to achievement of best-in-class service delivery.



Mystery Shop Program

The evaluation forms used to measure employee performance via the Mystery Shopping program will reflect the standards and behaviors articulated in WE SOAR. The revised Mystery Shopping program and evaluation form will be rooted in three targeted areas, consistent with WE SOAR:

1. Welcome/Approachable
2. Appearance
3. Seek to Connect - Knowledge

These categories directly align with the WE SOAR service standards and are supported by 35 specific behaviors, which are outlined in the training curriculum. As with our current process, when a mystery shopper has completed evaluating an individual within your terminal/team, a mystery shop evaluation form will be provided to you (see attached sample form). The mystery shop evaluation will clearly show:

- Date & Location
- Employee name
- Overall Score

Measuring our Success

The benchmark for success on these Mystery Shops is to have no more than one (1) deficiency. A deficiency is defined as not meeting one of the desired behaviors.

Achieving zero (0) deficiencies is exemplary, and demonstrates that the employee met all the requirements for providing an exceptional customer experience. Having just one (1) deficiency indicates the employee may not be providing exceptional customer experience. For any score less than perfect, we strongly recommend that the employee's supervisor provide the coaching or retraining necessary to close the gap. Employees scoring two (2) or more deficiencies are failing to provide exceptional customer experience. In such cases, the employee's supervisor or manager must submit a follow-up report to the Port Authority's Manager, Landside Operations & Customer Experience describing actions taken to correct and improve performance.

Please note, the five behaviors listed below are deemed critical to basic service performance. An employee failing to achieve any one of these standards will automatically result in a failed Mystery Shop, a score of zero (0), and trigger the need to provide a follow-up report on actions taken, as noted above.

Service Standard 1: Welcome and Approachable

1.5 Command a presence with positive body language and positive attitude at all times.
1.7 Refrain from using foul or inappropriate language at any time.
1.8 Use courteous and professional communication with customers and fellow employees.
1.16 Not nap or sleep while on duty or at any time when in uniform in a public area.

Service Standard 3. Seek to Connect - Knowledge

3.2 Be accurate, knowledgeable when providing information using clear and understandable terms.

Mystery Shop Success Targets

The behaviors demonstrated by our employees largely define the kind of experience our customers have at our airport. Used in conjunction with ACI-ASQ scores and other customer satisfaction indicators, Mystery Shopping scores helps us drill down into employee behaviors that are shaping our customers' perception of our airport. Knowing how our employees are performing, celebrating their successes and correcting poor performance are critical to our collective success.

Contractors and service providers that meet and exceed these goals will be duly recognized at Customer Experience Working Group sessions and performance will be considered as part of other reward and recognition programs.

For low-performing contractors and service providers who do not meet these goals, improvement plans detailing strategies for meeting the targets will be required.

Next Steps

In preparation for the roll-out of the new Mystery Shopping Program, we ask that you:

1. Brief your managers and supervisors responsible for front-line staff on these changes to the Mystery Shop program performance goals.
2. Brief your front-line staff on the Mystery Shop changes, performance goals; their expected behaviors and their roles in contributing to success.
3. Enroll your staff trainers in a WE SOAR training session so they can learn how to train your employees to WE SOAR standards. A complete list of training dates and train-the-trainer opportunities can be found here.
4. By June 19th, provide your airport's Manager, Landside Operations & Customer Experience, with an action plan, in writing, that clearly defines the measures you will be taking, including but not limited to, how you will address poor Mystery Shop scores for your staff or staff of one of your service providers, staffing and oversight, and quality

control measures that will enable your company to achieve the desired customer experience result as measured by the key performance indicators.

Your airport's Manager, Landside Operations & Customer Experience is:

- EWR – Patrick Bonner (pbonner@panynj.gov)
- LGA– Peter Carbonaro (pcarbona@panynj.gov)

Your partnership is critical to our airport achieving continued success in improving ASQ scores. This evolution of the Mystery Shop program underscores our commitment to improving the customer experience and ensuring you have the tools you need to achieve success. With all of us working together, our airport will become destinations that represent the very best of New York and New Jersey.

If you have any questions about these program changes, or require additional information, please contact Elizabeth Browder, Supervisor Customer Experience and Market Research, ebrowder@panynj.gov.

//original signed//

Kathy Haley

Aviation Chief Experience Officer

Port Authority of NY & NJ

Susan Warner Dooley

Aviation Chief Commercial Officer

Port Authority of NY & NJ

4 World Trade
Center 150
Greenwich Street
18th
Floor New York,
NY 10007

EVALUATION # 519685

05-16-2019

SURVEY: 2019 AIRTRAIN (WE SOAR)

ABC 57

AirTrain Attendants
ABC Airport
Anytown NY 11111 US
Location: AirTrain Attendants
Terminal: Terminal 1 Airport: ABC Airport

YOUR SCORE

0%



0/35 points

AVGS & SHOP COUNTS

Location avg (1)	50%
Terminal avg (1)	50%
Airport avg (10)	67%
Company avg (10)	67%

SECTIONAL SCORES

Section	This Evaluation	Last Evaluation	+/-
Overall	**0%**	**50%**	**-50%**
Welcome/ Approachable	0%	22%	-22%
Appearance	0%	100%	-100%
Seek to Connect -...	0%	100%	-100%

SCORING DESCRIPTION

- N/A answers are omitted from scoring. (total possible points will vary from Evaluation to Evaluation)
- YTD Range 01-01-2019 thru 12-31-2019.

QUESTION	SCORE	ANSWER
Date shop performed		
What time did you begin this interaction?		
Weather:		
Employee Name:		
Employee Location:		
WELCOME/APPROACHABLE 0% (0/20)		
1.1.1 Be present and alert (not distracted by other employees or using an electronic device)	0/1	
If no, please explain.		
1.1.2 Did the employee initiate the interaction in a proactive manner?	0/1	
If no, please explain.		
1.1.3 Offer all customers a positive and friendly verbal greeting	0/1	
If no, please explain.		
1.1.3(a) What was the greeting used?		
1.1.3(b) Did they make you feel welcome with their greeting? (make you feel at ease and not an interruption)	0/1	
If no, please explain.		
1.1.4 Display a smile and make eye contact with customers and fellow employees.	0/1	
If no, please explain.		
1.1.5 Command a presence with positive body language and positive attitude at all times.	0/1	
If no, please explain.		
1.1.6 Be helpful and communicate clearly when in contact with customers.	0/1	
If no, please explain.		
1.1.7 Refrain from using foul or inappropriate language at any time.	0/1	
If no, please explain.		
1.1.8 Use courteous and professional communication with customers and fellow employees.	0/1	
If no, please explain.		
1.1.9 Make every effort to be resourceful, seek out answers to connect customer to the next step.	0/1	
If no, please explain.		
1.1.10 Actively listen to customers' needs and ask questions (when appropriate).	0/1	
If no, please explain.		
1.1.11 Patient in their words and actions.	0/1	
If no, please explain.		
1.1.12 Employees shall not gather in a group to chat while on duty.	0/1	
If no, please explain.		
1.1.13 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.	0/1	
If no, please explain.		
1.1.14 Alcohol beverages shall not be consumed at any time when on duty.	0/1	

If no, please explain.

1.1.15 Take ownership of situations by providing or calling for the appropriate services. 0/1

If no, please explain.

1.1.16 Not nap or sleep while on duty or at any time when in uniform in a public area. 0/1

If no, please explain.

1.1.17 Demonstrate genuine concern for customers and co-workers. 0/1

If no, please explain.

1.1.18 Offer a positive and friendly closing when ending an interaction with a customer. 0/1

If no, please explain.

1.1.19 Exceed the customer's expectations with surprise and delight, moments that matter, anticipating needs, etc. 0/1

If no, please explain.

APPEARANCE 0% (0/5)

1.2.1 Be well groomed, clean and present a professional appearance. 0/1

If no, please explain.

1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty. 0/1

If no, please explain.

1.2.3 Wear nametags at all times and official identification when required that is visible to the public at all times. 0/1

If no, please explain,

1.2.4 Wear clean, neat and pressed uniforms including appropriate footwear while on duty. 0/1

If no, please explain.

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. 0/1

If no, please explain.

SEEK TO CONNECT - KNOWLEDGE 0% (0/10)

1.4.1 Be capable of providing detailed directions and know where and how to obtain requested information or services for customers. 0/1

If no, please explain.

1.4.2 Be accurate, knowledgeable when providing information using clear and understandable terms. 0/1

If no, please explain.

1.4.3 Be resourceful and seek out answers via technology and/or coworkers. 0/1

If no, please explain.

1.4.4 Be observant and connect customers to their next step in their journey. 0/1

If no, please explain.

1.4.5 Be prepared and offer customer options to their specific situation. 0/1

If no, please explain.

1.4.6 Take ownership of situations and handle with confidence 0/1

If no, please explain.

1.4.7 Read customer body language to understand emotions and proactively assist. 0/1

If no, please explain.

1.4.8 Be aware and sensitive to cultural differences. (customers and fellow employees) 0/1

If no, please explain.

1.4.9 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. 0/1

If no, please explain.

1.4.10 Know where and how to obtain assistance to resolve customers' questions or problems if a language barrier arises. 0/1

If no, please explain.

Please give a detailed account of your experience based on all of the questions above.



EXHIBIT9

GROUND TRANSPORTATION SERVICE RADIO SYSTEM

In order to provide radio communication between vehicles of the Ground Transportation Service and supervisory personnel, the Contractor shall furnish, install and maintain a radio communications system meeting at least the following requirements (or provide an equal subject to the discretion of the General Manager).

The radio communications system shall consist of:

1. Two (2) two-way Radio Base Stations at locations designated by the Port Authority.
2. Two-way Radios installed in all vehicles of the Ground Transportation Service with microphone and loudspeaker conveniently located near the driver for operation.
3. Two-way radios installed in all vehicles of the Personnel Service Fleet.
4. A two-ray radio located at the Control Point located in the Contractor's office in the Maintenance and Staging Areas at each airport.
5. Six (6) Portable Transceivers and Charging Units with two (2) spare batteries for each transceiver for use by supervisory personnel.

The radio system shall be licensed by the Contractor and operated by the Contractor in accordance with Federal Communication Commission Rules and Regulations.

The Two-way Radio Base Station transmitters shall each have a minimum radio frequency power output of ninety (90) watts. The two-way radio transmitter installed in the vehicles of the Ground Transportation Service shall each have a minimum radio frequency power output of forty (40) watts. The Portable Transceiver transmitters shall each have a minimum radio frequency power output of five (5) watts.

Exhibit 10: EWR Orion & Proterra Bus Inventory

Newark Liberty International Airport - On-Airport Bus Fleet					
		Make	**Year**	**Fuel (Hybrid or Diesel)**	**Term (Own or Lease)**
1	4951	Proterra	2018	Electric	Owned
2	4952	Proterra	2018	Electric	Owned
3	4953	Proterra	2018	Electric	Owned
4	4954	Proterra	2018	Electric	Owned
5	4955	Proterra	2018	Electric	Owned
6	4956	Proterra	2018	Electric	Owned
7	4957	Proterra	2020	Electric	Owned
8	4958	Proterra	2020	Electric	Owned
9	4959	Proterra	2020	Electric	Owned
10	4960	Proterra	2020	Electric	Owned
11	4961	Proterra	2020	Electric	Owned
12	4962	Proterra	2020	Electric	Owned
13	4977	Orion Mark VII	2007	Diesel	Owned
14	4978	Orion Mark VII	2007	Diesel	Owned
15	4979	Orion Mark VII	2007	Diesel	Owned
16	4987	Orion Mark VII	2007	Diesel	Owned
17	4988	Orion Mark VII	2007	Diesel	Owned
18	4989	Orion Mark VII	2007	Diesel	Owned
19	4990	Orion Mark VII	2007	Diesel	Owned
20	4991	Orion Mark VII	2007	Diesel	Owned
21	4992	Orion Mark VII	2007	Diesel	Owned
22	4993	Orion Mark VII	2007	Diesel	Owned
23	4994	Orion Mark VII	2007	Diesel	Owned
24	4995	Orion Mark VII	2007	Diesel	Owned
25	4996	Orion Mark VII	2007	Diesel	Owned
26	4998	Orion Mark VII	2007	Diesel	Owned
27	4999	Orion Mark VII	2007	Diesel	Owned
28	5000	Orion Mark VII	2007	Diesel	Owned
29	4980	Orion Mark VII	2007	Hybrid	Owned
29	4981	Orion Mark VII	2007	Hybrid	Owned
30	4982	Orion Mark VII	2007	Hybrid	Owned
31	4983	Orion Mark VII	2007	Hybrid	Owned
32	4984	Orion Mark VII	2007	Hybrid	Owned
33	4985	Orion Mark VII	2007	Hybrid	Owned
34	4986	Orion Mark VII	2007	Hybrid	Owned

Orion VII®
A BRAND OF DAIMLERCHRYSLER



WARRANTY PROVISIONS PORT AUTHORITY OF NY & NJ

Orion warrants that each Orion VII heavy-duty Transit Bus shall be free from defects in material and workmanship under use and service for the period and on the terms and conditions specified below for Hybrid and Diesel Buses:

DIESEL BUS WARRANTY

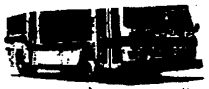
Item	Components	Base (Standard) Warranty *	PANYNJ Warranty Requirements *	Proposed (Extended) Warranty *	Cost for Proposed Warranty
1	Overall Bus Warranty - See Note 5	1 year / 50,000 miles	3 years / 150,000 miles	2 years / 100,000 miles	$5,952
2	Basic Body Structure	3 years / 150,000 miles	Not Specified	3 years / 150,000 miles	NA
3	Structural Integrity / Corrosion	12 years / 300,000 miles	12 years / 500,000 miles	12 years / 500,000 miles	NA
4	Engine - ISL -See Note 1	2 years / 100,000 miles	5 years / 250,000 miles	5 years / 300,000 miles	$3,452
5	Transmission -See Note 2	2 years unlimited miles	5 years / 250,000 miles	5 years / 300,000 miles	$3,810
6	Axles -See Note 3	2 years / 100,000 miles	Not Specified	2 years / 100,000 miles	NA
7	Brakes -See Note 3	2 years / 100,000 miles	Not Specified	2 years / 100,000 miles	NA
8	Destination Signs -See Note 4	1 year Parts & labor 2 years parts only	Not Specified	2 years Parts & Labor 3 years parts only	Included in Item 1
9	Air Conditioner	2 years unlimited miles	Not Specified	2 years unlimited miles	NA
10	Fuel system	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	Included in Item 1
11	Air Compressor	2 years unlimited miles	5 years / 250,000 miles	2 years unlimited miles	NA

12	Starter including starting system	2 years / 100,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	NA
13	Alternator including charging system	2 year / 100,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	NA
14	Suspension system	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	Included in Item 1
15	Drive shaft components	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	Included in Item 1
16	Hydraulic system and control systems	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	Included in Item 1
17	Electrical I/O system - See Note 6	1 year / 50,000 miles	5 years / 250,000 miles	5 years / 250,000 miles	$295
* All warranty is based on time/mileage, whichever comes first.				Diesel Total Cost	$13,509

HYBRID BUS WARRANTY

Item	Components	Base (Standard) Warranty *	PANYNJ Warranty Requirements *	Proposed (Extended) Warranty *	Cost for Proposed Warranty
1	Overall Bus Warranty - See Note 5	1 year / 50,000 miles	3 years / 150,000 miles	2 years / 100,000 miles	$5,952
2	Basic Body Structure	3 years / 150,000 miles	Not Specified	3 years / 150,000 miles	NA
3	Structural Integrity / Corrosion	12 years / 300,000 miles	12 years / 500,000 miles	12 years / 500,000 miles	NA
4	Engine - ISB (Hybrid Buses) -See Note 1	2 years / 100,000 miles	5 years / 250,000 miles	5 years / 300,000 miles	$2,262
5	BAE Hybrid Propulsion System Components	2 years / 120,000 miles	5 years / 250,000 miles	5 years / 300,000 miles	$21,429
6	Hybrid Traction Batteries	2 years unlimited miles	Not Specified	2 years unlimited miles	NA

A BRAND OF DAIMLERCHRYSLER



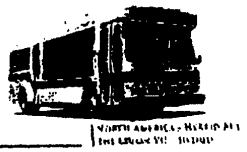
7	Axles -See Note 3	2 years / 100,000 miles	Not Specified	2 years / 100,000 miles	NA
8	Brakes -See Note 3	2 years / 100,000 miles	Not Specified	2 years / 100,000 miles	NA
9	Destination Signs -See Note 4	1 year Parts & labor 2 years parts only	Not Specified	2 years Parts & Labor 3 years parts only	Included in Item 1
10	Air Conditioner	2 years unlimited miles	Not Specified	2 years unlimited miles	NA
11	Fuel system	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	NA
12	Air Compressor	2 years unlimited miles	5 years / 250,000 miles	2 years unlimited miles	NA
13	Starter including starting system	2 years / 100,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	NA
14	Alternator including charging system	2 year / 100,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	NA
15	Suspension system	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	Included in Item 1
16	Drive shaft components	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	Included in Item 1
17	Hydraulic system and control systems	1 year / 50,000 miles	5 years / 250,000 miles	2 years / 100,000 miles	Included in Item 1
18	Electrical I/O system - See Note 6	1 year / 50,000 miles	5 years / 250,000 miles	5 years / 250,000 miles	$295
* All warranty is based on time/mileage, whichever comes first.				Hybrid Total Cost	$29,937

BASE (STANDARD) WARRANTY NOTES:

(1) Standard warranty provisions for ISB and ISL engines are outlined in the attached Cummins Warranty bulletin #3381278.
(2) Standard warranty provisions for the ZF transmission are outlined in the attached ZF Standard Limited Warranty bulletin.
(3) Orion advises that axle and brake warranty limitations are as follows:
Axles - Wheel end equipment, wheel seals, gaskets and other normal wear components limited to 10,000 miles.
Brakes - Coverage is limited to axle-mounted brackets, spiders, camshafts, and chamber brackets.
As outlined in the attached commercial vehicle system for Heavy Service Vehicles.
(4) Standard warranty provisions for destination signs covers parts and labor for 1 year. The second and third years covers parts only.
(5) Fleet defect terms will not apply to those components normally subject to replacement, overhaul or wearout in the extended portion of the warranty. Fleet defect does not apply to bumper to bumper bus warranty after the first year.
(6) Standard warranty provisions for the electrical I/O system cover parts and labor for 1 year.

PROPOSED (EXTENDED) WARRANTY NOTES:

(1) Extended warranty provisions for ISL and ISB engines are outlined in the attached Cummins Extended Coverage Plan bulletin # 3381312. This is the maximum warranty available.
(2) Extended warranty provisions for the ZF transmission are outlined in the attached ZF ECOMAT Buyers Assurance Plan bulletin.
(3) Orion advises that axle and brake warranty limitations are as follows:
Axles - Wheel end equipment, wheel seals, gaskets and other normal wear components limited to 10,000 miles.
Brakes - Coverage is limited to axle-mounted brackets, spiders, camshafts, and chamber brackets.
As outlined in the attached commercial vehicle system for Heavy Service Vehicles.
(4) Extended warranty provisions for the destination signs covers parts and labor for 2 years. The third year covers parts only.
(5) Fleet defect terms will not apply to those components normally subject to replacement, overhaul or wearout in the extended portion of the warranty. Fleet defect does not apply to bumper to bumper bus warranty after the first year.
(6) Extended warranty provisions cover I/O modules for the multiplex electrical system for 5 years. The remainder of the electrical components specified has a 2 year 100,000 mile warranty.



Warranty coverage is not provided for:

- Consumables and wear out items, including filters, circuit breakers, headlights, wiper blades, belts, and brake friction material, tires, etc.
- Towing, service or road calls.
- Consequential damages, operator abuse, or the failure to follow preventative maintenance guidelines in accordance with the Contractor's instructions.
- Components supplied by the customer and installed by Orion or components, which are warranted directly to the Customer by component manufacturer.

Administration: Warranty claims will be administered in accordance with the Orion Warranty Procedure Manual. A copy of the warranty manual is attached. The component warranties specified on the previous page will be provided to PANYNJ. Please ignore the standard warranties listed in Appendix 1 of Orion's warranty manual.

Major Component manufacturers have their own network of distributors and dealers that perform and administer warranty repairs. This is necessary due to the specialized training and tools required to correctly diagnose and correct variances in these components. The following warranties are administered directly by the local service representative of the component manufacturer: Engine, Transmissions, Axle, AC System and Delco Batteries.

Basic Body Structure: The basic body structural warranty is 3 years or 150,000 miles (whichever occurs first). The warranty covers any inner or outer body sheet metal panel which develops a hole from the inside out that is caused by corrosion. Floor rot is covered for 10 years. Failure to follow maintenance requirements will void the warranty. Accident repairs must be done in a manner, which is compatible with OEM coating systems.

Structural Integrity: The basic structural integrity warranty is 12 years or 500,000 miles (whichever occurs first) and warrants failures that compromise the structure of the bus, including materials, workmanship, corrosion, and fatigue. The warranty covers load bearing frame members and major equipment mounts. Coverage is not provided for sheet metal panels and minor brackets unless repair or replacement of exterior body panels is required as a result of a warranted structural failure.

Structural integrity is warranted provided that the customer maintains the undercoat and sealing systems according to Orion procedures. Also, accident repairs must be performed in a manner compatible with the OEM coating systems.

Structural elements of the suspension are limited to cover the axle/walking beam mounting points of the chassis.

Exhibit 12: Minimum Orion Diesel Bus Recommended Spare Parts List

(part numbers available on request)

This list does not include all parts required by the contractor to perform all aspects of vehicle maintenance as outlined in the section entitled "Vehicle Maintenance Services" on page _____.

QTY. PER BUS	DESCRIPTION
2	Torque Rod, Lower
2	Torque Rod, Upper
1	Air Bag
2	Shock Absorber
4	Seal, Ass'y
4	Bushing, Camshaft
4	Cup, Bearing
4	Cone, Bearing
2	Spring, Return
2	Hub and Cup Ass'y
2	Drum, Brake
20	Stud, Wheel
2	Seal, Ass'y, Oil
2	Shoe, Lining Ass'y (Primary)
1	Adjuster, Slack LH
1	Adjuster, Slack RH
1	Chamber, Brake
2	Std. Lining Kit
1	Tie Rod End, LH
1	Tie Rod End, RH
4	Bushing, Anchor Pin
4	Pin, Anchor
4	Roller

QTY. PER BUS	DESCRIPTION
4	Air Bag
4	Radius Rod Ass'y
4	Shock Absorber
4	Seal, Grease Camshaft
2	Sensor Ass'y
2	Cone, Bearing
2	Cup, Bearing Inner
2	Cup, Inner
2	Cup, Outer
2	Gasket, Axle Shaft
2	Wiper, Oil Seal
2	Spring, Return
1	Seal Ass'y

3	Cone, Bearing
1	Cone, Outer Pinion Bearing
1	Bearing, Spigot
4	Bushing, Brake Anchor Pin
4	Brakes, Shoe and Lining Ass'y
4	Pin, Brake Shoe Anchor
4	Roller
1	Camshaft, LH
1	Camshaft, RH
1	Slack Adjuster, LH
1	Slack Adjuster, RH
2	Seal Brake Chamber
2	Hub and Drum Ass'y
2	Hub and Cup Ass'y
2	Drum, Brake
2	Seal

QTY. PER BUS	DESCRIPTION
1	Steering Wheel
1	Horn Button
1	Steering Column
1	Miter Box
1	Drag Link
1	Indicator, Air
4	Engine Mount – Rear
2	Spacer – Lord Amount
10	Clamp, Flexseal 4"
4	Hose Flex 4" ID x 8.00" LG
1	Hose Flex 4" ID x 4.75" LG
1	Air Cleaner
1	Humphose
3	Elbow 90, Rubber 1" ID
8	Washer, Lord
1	Sensor, Exhaust Temp
1	Hose, Reducer 6" – 5"
6	Mount, Muffler
2	Mount, Rear Engine
1	Elbow, Rubber
1	Muffler
4	Clamp – Constant Torque
3	Clamp, Torque
1	Belt, Alt
1	Filter, Water
2	Filter, Oil
1	Sight, Fish Eye
1	Cap, Pressure
1	Fan Hub
2	Mount, Rubber
1	Motor, Fan

2	Elbows, Silicone
1	Cooler Ass'y
1	Blade, Fan
3	Hose Silicone
1	Filler Neck
1	Isolator, Fuel Tank Mtg

QTY. PER BUS	DESCRIPTION
1	Switch, Floor
2	Relay – 24V 10/20 Amp
2	Relay
1	Fuse, 50 Amp
1	Circuit Breaker, 5 Amp
1	Circuit Breaker, 8 Amp
3	Breaker – 10 Amp
7	Breaker – 15 Amp
6	Circuit Breaker, Base
4	Breaker, Circuit 20 Amp
1	Breaker, Circuit 30 Amp
1	Alarm, Back Up
1	Horn, High
1	Horn, Low
1	Gauge, Water Temp
1	Gauge, Engine Temp
1	Potentiometer 10K
1	Knob
1	Switch, Wiper Control
1	Switch, Master
1	Alternator
6	Light, Side Signal
1	Switch, Battery
1	Gauge, Dual Air Pressure
1	Volt Meter
9	Light, Red Marker
7	Light, Amber Marker
4	LED Light, Amber Side Signal
3	Light, 4" LED Red 3rd Brake
2	Light, Amber Oval
2	LED Light, 7" Red
2	LED Light, 7" Amber
1	Module, MBC
1	Module, I/O Controls
6	Module, DIO
2	Module
1	Control, Defroster
1	Pump, Power Steering
1	Belt, Power Steering
1	Strainer, Suction
1	Pump, Fan Drive

1	Gasket, Hydraulic Tank
1	Cap Ass'y, Filler
1	Sensor, Low-Level
2	Glass, Sight

QTY. PER BUS	DESCRIPTION
1	Valve, Emerg. Door Release
1	Valve, 3 Way Mac
1	Switch, Pressure SL5 NO 4PSI
1	Switch, Pressure LP3 NC 70PSI
1	Switch, Pressure LP3 NC 50PSI
3	Link, Leveling
1	Valve, Brake Interlock Solenoid
4	Brake Hose
1	Switch, Pressure 25 PSI
2	Switch, Pressure
1	Pedal, Throttle
1	Pedal, Brake
4	Valve, ABS Modulator
2	Wiper Blade
1	Wiper Motor, Electric 90
1	Wiper Motor, Electric
1	Switch, 2PSI Pressure
1	Module, Kneeling
3	Valve, Leveling
1	Pump, w/ Washer
1	Valve, Solenoid 2 Watt 24V
1	Pump, Circulating
1	Defroster
1	Belt, A/C
1	Snubber Ass'y
2	Heater, Brushless Lower
1	Hose, A/C Suction
1	Hose, A/C Discharge
4	Hose, Silicone 7/8"
4	Hose, Silicone 1"

QTY. PER BUS	DESCRIPTION
1	Headlamp, LH
1	Headlamp, RH
1	Cap w/ Washer Tank
1	Spring, Gas
1	Mirror, 9x10 R/S
9	Light, Red Marker
7	Light, Amber Marker
6	Light, Turn Signal
1	Light, 3rd Stop

2	Lights, 7" LED Red Stop & Tail
2	Lights, LED Amber Turn Signal
1	Bumper, Front
1	Bumper, Rear
5	Rubrail, 80"
4	Fenders, Rubber
1	Mirror, C/S 6x14
1	Pump, Electric
1	Door, Front Defroster
1	Panel, Front Fiberglass
2	Spring, Gas
1	Center Module
1	Bumper Module, Front Center
1	Bumper Module, Front R/S
1	Bumper Module, R/S Rear
1	Bumper Module, C/S Rear
2	Sheath, Dark Blue
6	Clamp, Pullcord
3	Switch, Pullcord
3	Eyelet, Pullcord
3	Lock, Spring Latch
1	Sunvisor
1	Mirror 12"
1	Mirror Ass'y – Rear View
1	Chime
2	Stanchion, Stop Button
7	Strap, Pass Assist Grab
1	Spring, Dest Sign Gas
58	Cable, Yellow Pullcord
2	Fitting, Stanchion Oval Base
4	Elbow, Stanchion Fitting
6	Bolt, Stanchion Fitting
6	Nut Sleeve
11	Bolt, Stanchion
11	Nut, Stanchion

QTY. PER BUS	DESCRIPTION
7	Prop, Telescoping
1	Door, Surge Tank
2	Gas Spring
1	Door Ass'y, Side Engine
1	Door, Square Key Air Dryer
2	Door, Rear Engine
1	Panel, Tail Light, C/S – 3 Holes
1	Panel, Tail Light, R/S – 3 Holes
2	Door Ass'y, Side Radiator
1	Door, No Access Battery
1	Door, Windshield Washer
1	Windshield, RH

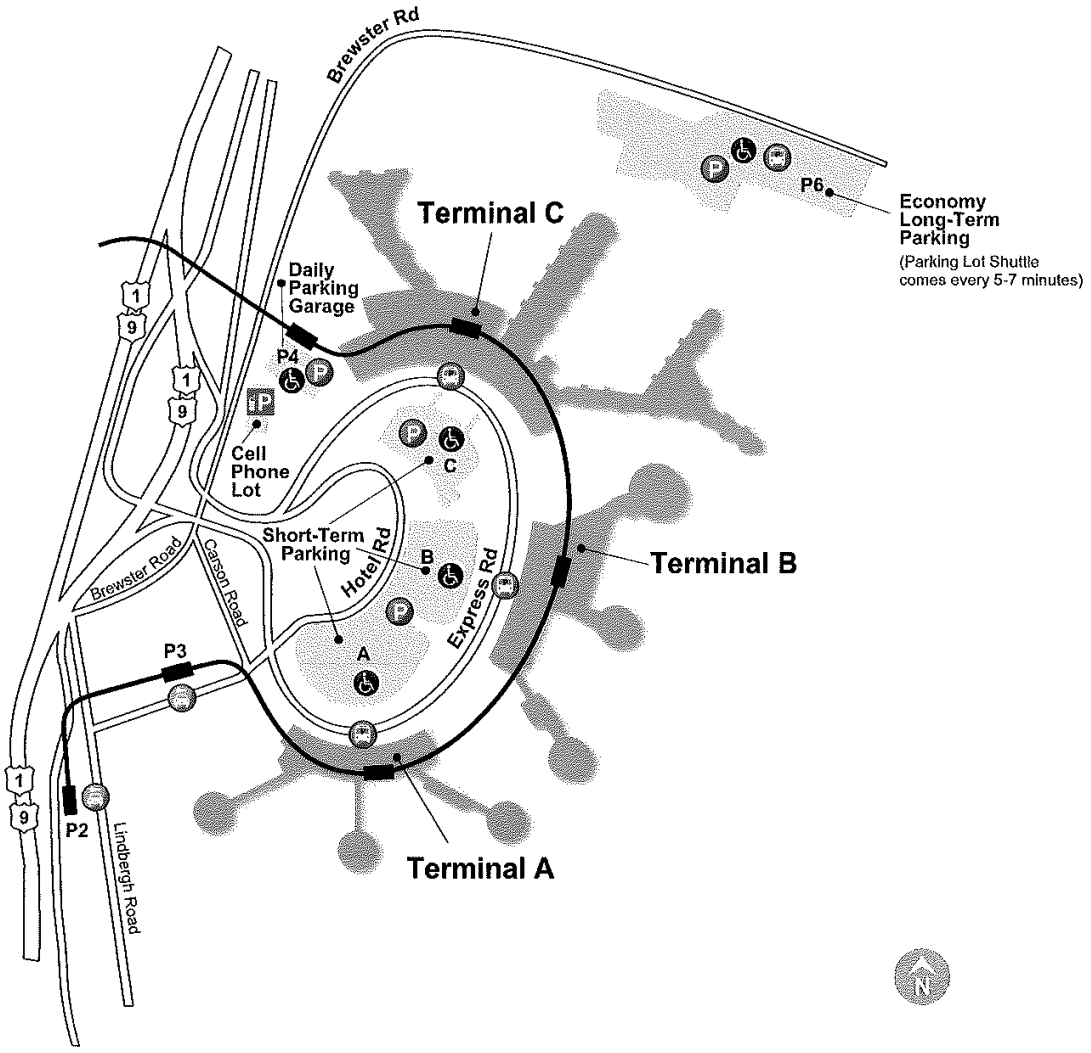
1	Windshield, CAS
2	Glass, Lower Front Door
2	Glass, Upper Front Door
1	Channel, Self-Locking
1	Glass, Destination Sign – W/O
1	Door, Air Intake
1	Door, Exhaust
1	Windshield Rubber
1	Locking Wedge
1	Glazing, Glass Door

Item	Description	QTY
048986	CONVERTER, DC-DC	2
000814	BATTERY CHARGE EQUALIZER, 24V/100A	1
000880	BATTERY, 12V, 100AH, GROUP 31	2
025179	CONTACTOR, GX26, 600A, 800 VDC	2
014391	VFD, DUAL 30KW OUTPUT	1
017648	WIPER ARM, WINDSHIELD, CS (50MM LONGER)	1
014149	WIPER ARM, WINDSHIELD, SS	1
017629	WIPER BLADE, WINDSHIELD, 1000MM	2
004695	SENSOR, HEIGHT, SUSPENSION, 6 INCH ARM	1
013831	LIGHT, TAIL LAMP, RED	2
013832	LIGHT, TURN SIGNAL, RED	2
013833	LIGHT, BACK UP LAMP, CLEAR	2
013844	LIGHT, SIDE, MARKER, RED	4
013843	LIGHT, SIDE MARKER, YELLOW	4
000320	VALVE, DOUBLE CHECK, DC-4	1
000321	VALVE, SINGLE CHECK, SC-3	1
000323	TRANSDUCER, PRESSURE	5
004697	SOLENOID, PNEUMATIC, EXHAUST, HIGH FLOW, SUSPENSION)	2
004408	COMPRESSOR, V2T TRANSIT, HYDROVANE, 7 BAR (100 PSIG)	1
018370	PUMP, WATER, CATALYST	2
025811	LATCH, COMPRESSION, SQUARE KEY	3
013719	MIRROR, EXTERIOR, CURBSIDE	1
013721	MIRROR, EXTERIOR, LOW SLUNG, SS	1
001275	Controller, MULTIPLEX, ZR32-A, 24V	1
013527	CIRCUIT BREAKER, COOPER BUSSMAN 5AMP	2
013528	CIRCUIT BREAKER, COOPER BUSSMAN 10AMP	2
013530	CIRCUIT BREAKER, COOPER BUSSMAN, 20AMP	2
001273	CONTROLLER, NODE, MUX2-B+V	1
018384	OIL, COMPRESSOR, HYDROVANE HPO	169
019931	AIR FILTER, LARGE, AIR COMPRESSOR	1
019932	AIR FILTER, SMALL, AIR COMPRESSOR	1
022358	DESICCANT,PACK	10
022387	DESICCATOR,ANCILLARY	5
022385	ASY,FLOOD PORT	5
019763	FILTER, AIR	1
019403	FILTER, AIR, FOAM	1
025076	KIT, MAINT, 501/502	1
022574	SHUNT, IVT-B ISOLATED WITH CAN	1
033229	PUMP, COOLANT, BATTERY CONDITIONER	2
025199	KIT, DT, COMPLETE	1
016551	FUSE BOX, VEC 32S DUAL, ECAB	1
000739	DRYER, AIR, EP, BENDIX	1
018542	DEFROSTER,WINDSHIELD	1
026550	PLATE, CONTACT, HORN	1
A017921	SUBASSY, TEMP SENSOR	1
A021164	SUBASSY, THERMISTOR,AIR COMP	1
014416	MASTER SWITCH	1
000310	VALVE MODULATING, SPRING BRAKE, SR-7	1
A026690	SUBASSY, EXTERNAL DOOR SWITCH	1

041865	HVAC,SENSOR,SUPPLY AIR TEMPERATURE	1
021631	FLAP KIT, CHARGE PORT, AC (FOR 2600163)	1
026061	FLAP KIT, CHARGE PORT, DC (FOR 2600163)	1
037020	SUBASSEMBLY, LOCK MOTOR	1
026233	WINDOW, DRIVER'S, DUAL SLIDER	1
020918	WINDSHIELD, 73% L.T., CATALYST	1
013715	REAR WINDOW, V2	1

EXHIBIT 13A

EWR Airport Map



P6 Economy Parking Shuttle
Stops: Terminals A, B, C

Short Term Parking: Terminals A, B, C
Daily Parking: P4
Economy Long Term Parking: P6

Designated Spaces Available
in All Parking Lots

Cell Phone Parking Lot

Rental Car

EXHIBIT 15

FLEET MANAGEMENT SYSTEM REPORTS

FUNCTIONALITY

- Real-Time Automated Vehicle Location (AVL) and Mapping
- Vehicles can be assigned to sub-groups and routes
- Ability to create new routes
- System "dashboard" can be viewed by multiple users
- AVL functionality tied into automatic bus announcement system

METRICS – PERFORMANCE

- Bus trip records and "bread crumbs"
- Average time to complete routes
- Average headways
- Excess speed flagged
- Excess idling flagged
- Driver performance metrics (speed, idling, deviation from route)

METRICS – MAINTENANCE

- Automated predictive maintenance reports
- Engine use and "health" information
- Miles (and/or hours) per month for each bus
- Average miles per month
- In-service/Out-of-service hours per month for each bus
- Fuel consumption per month for each bus
- MPG per bus per month
- Oil used/added per bus per month
- Transmission fluid used/added per bus per month
- Coolant used/added per bus per month
- Hydraulic fluid used/added per bus per month
- PMs performed per bus per month
- PM out-of-service hours per bus per month
- Average miles per PM
- Average miles per PM per bus

METRICS – REPAIR

- Service interruptions (unplanned removal from service, breakdowns) per bus per month
- Average time between failures by bus
- Average time between failures by fleet
- Repair hours per bus per month
- Mileage (and/or hours) per repair hour
- System repairs per bus per month
- Out-of-service hours and mechanic hours per repair
- Mechanic hours per bus per month
- Total mechanic hours per month

EXHIBIT 16A
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
AIRPORT RULES AND REGULATIONS

Issued by:
The Port Authority of NY & NJ
Aviation Department

Issue Date: August 4, 2009

FOREWORD

Commensurate with the management of the airports coming under the jurisdiction of the Port Authority of New York and New Jersey, the Air Terminal Rules and Regulations as set forth herein have been adopted in the interest of safe, efficient, and environmentally sensitive operation, and apply to John F. Kennedy International, LaGuardia, Newark Liberty International, Stewart International and Teterboro Airports.

The Managers of these airports are authorized to act for the undersigned in connection with all Port Authority rules and regulations.

William R. DeCota
Director of Aviation

PORT AUTHORITY AIR TERMINALS
John F. Kennedy International Airport
Jamaica, New York 11430
Telephone: (718) 244-4444

LaGuardia Airport
Flushing, New York 11371
Telephone: (718) 533-3700

Newark Liberty International Airport
Newark, New Jersey 07114
Telephone: (973) 961-6007

Stewart International Airport
New Windsor, NY 12553
Telephone: (877) 793-0703

Teterboro Airport
Teterboro, New Jersey
Telephone: (201) 288-1775

An electronic version of this document is available at: www.panynj.gov.

General Manager Office addresses:

John F. Kennedy International Airport
General Manager's Office
Building 14, 2nd Floor or
Operations Office, Building 145 Jamaica, NY 11430

LaGuardia Airport General Manager's Office
Hangar 7C or Operations Office
Central Terminal Building Flushing, New York 11371

Newark Liberty International Airport
Conrad Road, Building #1
Building One
Newark, NJ 07114 or
Conrad Road, Building #1 Building One Newark, NJ 07114

Stewart International Airport General Manager's Office
1180 First Street New Windsor, NY 12553

Teterboro Airport Office of the Manager
90 Moonachie Avenue
Teterboro, New Jersey 07608 or
Operations Department 111 Industrial Avenue
Teterboro, New Jersey 07608

Copies of maps showing the air terminal highways at LaGuardia, John F. Kennedy International, Newark Liberty International and Stewart International Airports are available upon request at the above locations, and are on file with the Secretary of the Port Authority.

Airport bulletins may be issued by the Managers as necessary to amend these Rules & Regulations.

Issued August 4, 2009, pursuant to Article IX of the by-laws of The Port Authority's of New York and New Jersey adopted at a meeting of the Board of Commissioners held on July 26, 2007, and amended at a meeting of that body on May 22, 2008. 08/04/2009 III Page Revision Log Date of Revision Section Description

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GENERAL

I. GENERAL CONDITIONS

This Chapter establishes certain conditions relating to the use of Port Authority Air Terminals and highways.

A. USE OF AIR TERMINAL HIGHWAYS

Air Terminal highways may be used as a means of ingress and egress by vehicles to, from and between the streets and highways outside Air Terminals with which such highways connect and the various buildings and land area at the Air Terminal abutting upon such highways; and sidewalks along such highways (and other portions of such highways when designated for that purpose) may be used by pedestrians as a means of ingress and egress to, from and between various portions of the Air Terminal.

B. USE OF AIR TERMINALS

1. Use of any area or portion of an Air Terminal in a manner contrary to law or a manner contrary to the Airport Rules and Regulations may result in a withdrawal of permission to enter or remain in such air terminal by the Port Authority.
2. Nothing herein contained shall be construed to limit the use of any area or portion of any air terminal by officers or employees of the Port Authority, or by Port Authority contractors, or to prevent any Police Officer, Fire Officer or other public officer or employee from entering upon any part of the air terminal when properly required so to do in the performance of his official duties.
3. The Port Authority may prohibit any conduct that violates any requirement for, or condition of, the receipt of federal grant in aid funds, the approval of the imposition of Passenger Facility Charges, or any other governmental program in which the Port Authority participates to obtain funds for use at an Airport.

AIRPORT SECURITY

II. AIRPORT SECURITY

A. ADHERENCE TO SECURITY REGULATIONS & PROCEDURES

All persons entering an Air Terminal shall comply with all applicable security regulations and procedures as established by the Port Authority pursuant to 49 CFR, Chapter XII, Parts 1540 and 1542, as amended, with the exception of Teterboro Airport, at which security regulations established separately by the Teterboro Airport Manager are applicable.

B. MANAGER'S RIGHT TO RESCIND ACCESS

The Manager shall have the right to rescind permission for the use of any access control device and confiscate any Airport ID previously given to any individual for any lawful reason, including but not limited to violations of airport security and violations of Airport Rules and Regulations.

C. VALID IDENTIFICATION & ESCORT REQUIREMENTS

No person may enter or be in the Airport Operations Area (AOA) or Security Identification Display Area (SIDA) unless he or she is:

1. Displaying a valid Airport ID indicating that he or she has unescorted access privileges; or,
2. in the case of a location subject to an Exclusive Area Agreement, which allows the use of an Air Carrier ID for limited access to the AOA or SIDA, displaying a valid approved Air Carrier ID; or,
3. in the case of aircraft crewmembers, dressed in the full uniform of his/her company, displaying a photo ID issued by an authorizing airline; or,
4. in the case of an FAA Aviation Safety Inspector conducting his/her assigned duties, displaying an FAA Form 8000-39 with photograph; or,
5. under the escort of an individual not employed by the same company as the person being escorted who has a valid Airport Operator Identification Card indicating that he or she has unescorted access privileges and privileges to escort others.

D. FLIGHT CREWS

1. Flight crew members may, when wearing a valid ID as noted herein, dressed in the full uniform of his/her company, and when performing the duties of their flight crew assignment, have unescorted access to certain areas of the AOA or SIDA only:
   a. To travel directly from the terminal building to the aircraft to which they are assigned and/or,
   b. to perform necessary assigned flight checks on an aircraft, but only while remaining within 25 feet of that aircraft; and,
   c. no unnecessary diversions are made when traveling as described in a. and b. above.

2. If any flight crewmember requires access to the AOA or SIDA for reasons other than those stated herein, or if it is impossible for a flight crewmember to follow the regulations as stated herein, an escort is required.

E. DISPLAYING VALID IDENTIFICATION

While in the AOA or SIDA, individuals who are not under escort must display the approved ID in full view, above waist level, on their outermost garment. Such approved ID must be presented upon demand in response to a challenge made pursuant to paragraph H below.

F. AIRPORT IDENTIFICATION (ID) RESPONSIBILITIES

1. Caring for Airport ID

   It is the responsibility of the individual to whom an Airport ID is issued to secure and care for that card. An expired, mutilated, defaced, misused and invalidated identification card will be confiscated and/or suspended and/or revoked.

2. Reporting the Misuse of Airport ID

   It is the responsibility of every individual to whom an Airport ID has been issued to report any one displaying an expired, mutilated, defaced, or otherwise invalid Airport ID to the Port Authority Police without unreasonable delay.

G. ESCORT PROCEDURES

1. Escorting People

   The required procedure for escorting people on the AOA or SIDA is to accompany and supervise any individual who does not have unescorted access authority in a manner sufficient to take action should the individual engage in activities other than those for which the escorted access is granted. While under escort, the person being escorted must continuously be within the line of sight of the person performing the escort. Escorting of people will be conducted for business purposes only.

2. Escorting Vehicles

   Vehicles without PANYNJ plates, and drivers who do not have an Airport ID with driver privileges, must be escorted while on the AOA by an individual who:

   (i) possesses a valid Airport ID with driver and escort privileges, and

   (ii) uses a vehicle that is in full compliance with these Rules and Regulations.

      a. The operator of an escorting vehicle shall remain in close proximity to an escorted vehicle until the escorted vehicle leaves the AOA.

H. RESPONSIBILITY TO CHALLENGE

It is the responsibility of every individual issued an Airport ID that allows unescorted access to the AOA or SIDA:

1. To challenge the authority or purpose of a person without proper escort who attempts to enter the AOA or SIDA and who is not displaying a valid Airport ID that allows that person access to the area, and to prevent him or her from entering the AOA or SIDA if that individual does not offer valid Airport ID, or to report the incident to the Port Authority Police as soon as possible while attempting to keep the individual within view; and,
2. To challenge the authority or purpose of a person who is in the AOA or SIDA and who is not displaying a valid Airport ID that allows access to the area, and escort him or her from the AOA or SIDA if that individual does not offer a valid Airport ID, or to immediately report the incident to the Port Authority Police as soon as possible while attempting to keep the individual within view.

I. FIREARMS, EXPLOSIVES, MUNITIONS & PYROTECHNICS

No person shall carry any firearms, explosives, munitions, or pyrotechnics into the SIDA or AOA except:

1. Persons authorized to do so by an Airport ID with the appropriate privileges issued by the Port Authority Security ID Office; or,
2. Persons under escort by Port Authority Police; or,
3. Persons authorized by the Manager to use firearms, explosives, munitions, and pyrotechnics for animal control activity at the Air Terminal or in the AOA.

J. EMPLOYMENT OF SECURITY SERVICES

Anyone who employs any person, company or corporation for the purpose of providing security services at an air terminal shall notify the Manager of the nature of such services. Such person must also furnish the name, business address, and telephone number of such person, company or corporation to the Manager together with a copy of the license or other government authorization of such person, company, or corporation as may be required to perform such service in the city and state in which the Airport is located.

K. VEHICLES & DRIVERS

All vehicles operating on the AOA, except those vehicles under escort according to the procedures required by these Rules & Regulations, must display valid Port Authority issued Vehicle Identification tags (PANYNJ plates) and must be operated by an individual who is authorized to drive on the AOA. AOA driver privileges will not be granted unless the applicant possesses a valid state driver's license from their state of residence, and has successfully passed the Port Authority approved airport specific Airfield Driver Training Course.

L. OTHER SECURITY PROCEDURES

Employees will adhere to all other security procedures issued by the Transportation Security Administration, Airport Manager, and all security procedures and obligations, as

applicable and outlined in the Airport Security Program, Exclusive Area Agreements, Guard Post Instructions and Building Security Plans. Applicable security procedures and obligations are available on a need to know basis in the Manager's Office. The following items may not be allowed into the sterile area: Knives of any kind, including steak knives and pocketknives. Rounded blade butter knives and plastic knives are permitted for use by restaurant employees and patrons. Cutting instruments of every kind including carpet knives, box cutters and other folding or retractable blades, regardless of blade length or composition, even those less than four inches, whether metallic or non-metallic.

PERSONAL CONDUCT

III. PERSONAL CONDUCT

A. USE OF PREMISES MAY BE DENIED OR WITHDRAWN

Permission to use Airport land, terminals, buildings, structures, parking lots, on-airport buses or rail systems may be denied to or withdrawn from persons who violate Port Authority Rules and Regulations, applicable laws, ordinances or regulations of other government bodies or for such other reason as may be permitted by law.

B. CLOSED & RESTRICTED AREAS

1. Closed Areas - No person except a person assigned to duty therein shall enter without permission any area of the Airport posted as a closed area or otherwise identified as closed by the Airport Manager.
2. Restricted Areas - No person shall enter without authorization any area of the Airport posted as a restricted area or otherwise identified by the Airport Manager as a restricted area unless such person complies with such restriction.

C. ENDANGERING PERSONS OR PROPERTY

No person in or upon any Airport shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property.

D. PROPER USE OF TRAFFIC AREAS

No person shall travel on any portion of an Airport except upon the roads, walks or places provided for the particular class of traffic, nor occupy the roads or walks in such manner as to prevent their proper use.

E. USE OF LAND, STRUCTURES, MACHINERY, EQUIPMENT & ELECTRONICS

1. Only duly authorized persons shall operate or in any way tamper with any Airport machinery, equipment, or electronics.
2. Passenger elevators and escalators may not be used to carry freight.

F. PORTABLE FIRE EXTINGUISHERS

Portable fire extinguisher equipment shall be inspected in conformity with the National Fire Protection Association's regulations. Tags showing the date of the last such inspection shall be left attached to each unit.

G. DEFACING, DAMAGING, ETC., TERMINAL OR PROPERTY

No, person shall deface, mark, break, or otherwise damage any part of an Airport, or any property therein.

H. ABANDONMENT OF PROPERTY

No person shall intentionally abandon any property at an Airport or in any location therein.

I. GARBAGE DISPOSAL & REMOVAL

1. Each person is responsible for the garbage he/she generates and any other garbage in the vicinity of his/her operating area.
2. No person shall place, discharge, or deposit in any manner, offal, garbage, debris, or any refuse in or upon any Public Area, Air Operations Area, or Fuel Storage Area, except at such places as the Port Authority may from time to time prescribe, and unless all containers for such materials are kept covered, and unless such material can be prevented from leaking, dripping, or otherwise escaping, and unless such material is transported in covered vehicles.
3. Any deposit of offal, garbage, debris or refuse in unauthorized locations must be cleaned up immediately in an effective manner.
4. Garbage containers located outdoors shall have lids that are secured so that the containers' contents are not accessible by animals.

J. FOREIGN OBJECT DEBRIS (F.O.D.)

1. Each airport employee shall be responsible for the proper disposal of FOD on ramps, apron areas, and the AOA. FOD shall be properly disposed of in containers that prohibit the introduction of the FOD onto ramps, apron areas, and the AOA.
2. It is the responsibility of each lessee or other occupant of ramp and apron areas to place suitable containers labeled "Foreign Object Debris" at every gate, remote aircraft parking area, cargo, and maintenance facilities.
3. Containers labeled "Foreign Object Debris" shall be used only for the disposal of FOD.

K. LOST ARTICLES

Any person finding lost articles at an Airport shall turn them over to a Port Authority Police Officer or to the office of the Manager without unreasonable delay. Articles unclaimed by the owner will be turned over to the finders thereof, as provided by applicable law. Articles unclaimed by the owner and found by Port Authority employees shall be disposed of pursuant to applicable law and such general Port Authority rules and operating procedures as are established for the disposition of such property.

L. ANIMALS

1. No person shall knowingly bring an animal to an Airport except

a. an assistance animal, such as a “seeing-eye” dog,

b. an animal properly confined for shipment or transport,

c. an animal properly confined for boarding or medical care at an authorized veterinary facility (EWR only),

d. an animal confined in an interior area not accessible to the general public,

e. law enforcement canines, or

f. canines or raptors used for animal hazard management by authorized airport staff or their designated representatives.

2. No person shall enter any public building, arcade, observation platform, Public Area of an Air Terminal, or On-Airport Bus or Rail System with any animal except

   a. an assistance animal, such as a “seeing-eye” dog,

   b. an animal properly confined for shipment or transport,

   c. an animal properly confined for boarding or medical care at an authorized veterinary facility (EWR only), or

   d. law enforcement canines.

3. No person shall provide food or water to any animal at an Airport, other than an animal described in Paragraphs 1(a)-(f).

4. No person shall abandon an animal or release an unattended animal at an Airport.

M. SMOKING & OPEN FLAMES

1. No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any Fuel Storage Area, Public Landing Area, Public Ramp or Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Area, open deck, gallery or balcony contiguous to and overlooking any such area.

2. Without limitation to Paragraph 1, no person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon the following areas:

   (a) indoor areas open to the public including, but not limited to, ticketing and boarding areas, ground transportation systems (including, but not limited to, indoor and outdoor areas open to the public in monorail cars and stations), elevators, waiting areas, baggage claim areas, bars, restaurants or other food service establishments (including , but not limited to, the outdoor areas of restaurants or other food service establishments, except as provided herein), retail stores, elevators, rest rooms, chapels and meditation rooms, and medical facilities;

   (b) vehicles open to the public, including, but not limited to, limousines, buses, vans, and taxis;

   (c) child care facilities;

   (d) educational facilities;

(e) indoor areas of commercial establishments used for the purpose of carrying on any trade, vocation or charitable activity not otherwise specified; and,

(f) indoor areas places of employment of one or more persons not otherwise specified.

3. Without limitation to Paragraph 1, and notwithstanding Paragraph 2, a person may smoke tobacco, subject to such terms and conditions as the owner or operator of the relevant location may establish, in:

   (a) a hotel or motel room rented to one or more guests, provided that in Newark Liberty International Airport and Teterboro Airport the person having control of the motel or hotel shall not permit smoking in more than 20 percent of its guest rooms;

   (b) any outdoor dining area of a restaurant or food service establishment with no roof or other ceiling enclosure, provided that such outdoor dining area is a single contiguous area designated for smoking that constitutes no more than twenty-five percent of the outdoor seating capacity of such restaurant or food service establishment, that is at least three feet away from the outdoor area of such restaurant or food service establishment not designated for smoking, and is clearly designated with written signage as a smoking area; and,

   (c) a private automobile.

4. The owner or operator of the relevant location having control of a facility or location subject to Paragraphs 2 and 3 (a)-(b) in which smoking is prohibited shall post a conspicuous sign at every entrance prohibiting smoking therein. The owner or operator of the relevant location of a facility or location subject to Paragraphs 2 and 3 (a)-(b) in which smoking is prohibited in some locations and permitted in some locations shall post conspicuous signs identifying smoking and non-smoking areas, as appropriate.

5. Without limitation to Paragraphs 1-4, no person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any area which the Manager has, in the exercise of discretion, designated as a non-smoking area.

6. Without limitation to Paragraphs 1-5, no person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in any area in which the owner or operator of the relevant location has posted a sign prohibiting smoking.

N. ALCOHOLIC BEVERAGES

No person shall drink, or carry an open container of, any alcoholic beverage in any public area of the Air Terminal other than an area in which alcoholic beverages are served for on-premises consumption pursuant to permission granted by the Port Authority or by a lessee or a permittee of the Port Authority.

O. BATHING, SHOWERING, ETC.

No person shall bathe or shower, or launder or change clothes, or remain undressed, in or at any public sink, washroom, or restroom, or in any other area of an Air Terminal, that is not designated as a bathing or showering facility.

P. SPITTING, ETC.

No person shall spit, urinate or defecate on any part of the Airport, On-Airport Bus or Airport Rail Transportation System other than in a urinal or toilet intended for that purpose.

BAGGAGE HANDLING

IV. BAGGAGE HANDLING

A. BAGGAGE HANDLING SERVICES

1. All baggage dollies or baggage containers shall have operating side curtains which shall be closed or secured when the dollies contains baggage in transit or stored during inactive periods.
2. Employees engaged in handling baggage shall not place baggage in the cab of tow vehicles, or in any other vehicle, under any circumstances.
3. Employees engaged in handling baggage are prohibited from carrying personal belongings including, but not limited to, handbags, tote bags, lunch bags, radios or cameras, while in the AOA.
4. Employees engaged in handling baggage shall not leave baggage at a receiving center unless the center is open and in use, and proper arrangements have been made to receive baggage at such center.
5. Each airline must post a conspicuous sign at its interline baggage receiving center, indicating the hours during which baggage can be received.

B. USE OF BAGGAGE CARTS

1. Use of baggage carts is restricted to use by or for ticketed airport passengers only.
2. No person shall tamper with any baggage cart rental device.
3. Using baggage carts to assist passengers for a fee or gratuity, or to solicit a fee or gratuity, for services similar to the service provided by airport skycaps or baggage handlers, is strictly prohibited.
4. Baggage carts are not allowed on escalators.
5. Baggage carts are not allowed to be used by children under the age of 13.
6. Baggage carts are not allowed to be taken out of an Airport or Airport Rail Transportation System.
7. Airport employees and tenants are not allowed to keep baggage carts for personal use or for any use in connection with a business, such as to transport materials.
8. No person other than duly authorized baggage cart concessionaires shall dispense or rent baggage carts unused baggage carts.

GROUND TRANSPORTATION

V. GROUND TRANSPORTATION

A. TAXI DISPATCH SERVICE

No person shall interfere with the taxi dispatch service operated by persons employed by, or employed pursuant to a contract with, the Port Authority, or the duties of personnel associated with the taxi dispatch service.

B. SOLICITATION OF GROUND TRANSPORTATION SERVICES IS PROHIBITED

1. No person shall, within an Air Terminal, solicit another person's use of ground transportation services.
2. No person shall operate a vehicle within an Air Terminal for the purpose of soliciting another person to use ground transportation services, or to attract ground transportation passengers.

C. LOCATIONS FOR LOADING & UNLOADING GROUND TRANSPORTATION SERVICES PASSENGERS

No vehicle providing ground transportation services shall load or unload passengers within an Air Terminal at any place other than that designated for that purpose.

D. PRE-ARRANGEMENT REQUIRED FOR PROVIDING GROUND TRANSPORTATION SERVICES

1. Except as provided herein, ground transportation services shall be provided at an Air Terminal only pursuant to specific pre-arrangement.
2. Ground transportation services may be provided at an Air Terminal without specific pre-arrangement by the operator of a vehicle licensed to carry passengers for hire in response to hails from prospective passengers on public streets of the municipality whose boundaries include the location within an Air Terminal at which the vehicle is located. A vehicle licensed by the NYC Taxi & Limousine Commission as a "taxicab" pursuant to the rules of the Commission is a vehicle so licensed with respect to Air Terminal locations within the City of New York.
3. Ground transportation service "is provided pursuant to specific pre-arrangement" to a passenger arriving at an Air Terminal by aircraft only when the owner or operator, or the employee of the owner or operator, of a ground transportation service vehicle displays, at such location for that activity as may be designated for that ground transportation service provider, an announcement card listing:

   a. the name of the ground transportation provider who dispatched the vehicle pursuant to pre-arrangement;

   b. the name of the person for whom pre-arrangement for ground transportation was made; and

c. the name of the airline and flight number of the flight on which the passenger arrived.

However, if pre-arrangement was made through the use of counter facilities operated by a person employed by, or employed pursuant to a permit or contract with the Port Authority, then the announcement card may list items a and b and only the name of the airline of the flight on which the passenger arrived.

E. AIRPORT RAIL TRANSPORTATION SYSTEM (AIRTRAIN)

1. Airport Rail Transportation System passengers must exit the system at a route terminus or upon completion of one entire route circuit, as is applicable.
2. It is prohibited for any person to interfere with the operation or schedule of Airport Rail Transportation System vehicles.

F. SCHEDULED SERVICE

No provision in this chapter is intended to prohibit vehicles making stops pursuant to a fixed schedule and operating pursuant to permission granted by a government regulatory agency with appropriate jurisdiction, from stopping to receive passengers at locations specifically designated for that purpose, whether or not pre-arrangement has been made to provide ground transportation services to passengers of such vehicles.

G. COURTESY VEHICLES

No provision in this chapter is intended to prohibit the operator of a vehicle from providing ground transportation services only to the place of business of a provider of another service, such as lodging, vehicle rental, or vehicle parking, to patrons of such other service, whether or not pre-arrangement has been made to provide ground transportation services to such place of business, subject to such conditions as the Airport Manager may impose on such operator and/or provider of such service.

H. ON-AIRPORT BUS SERVICE

1. On-Airport Bus Service passengers must exit the system at a route terminus or upon completion of one entire route circuit, as is applicable.
2. It is prohibited for any person to interfere with the operation or schedule of On-Airport Bus service vehicles.

VEHICLE OPERATING REQUIREMENTS

VI. AIRPORT VEHICLE OPERATING REQUIREMENTS

A. VEHICLE TYPES

All vehicles are classified into six general types as follows:

Type 1: Highway vehicles used exclusively in public areas and operate with federal or state license plates. (Examples: light-, medium-, & heavy-duty trucks, buses, and trailers.)

Type 2: Highway vehicles used within the AOA and in public areas and operate with federal or state and PANYNJ license plates. (Examples: light-, medium-, & heavy-duty trucks, buses, & trailers.)

Type 3: Highway vehicles used exclusively within the AOA and operate with PANYNJ license plates only. (Examples include light-, medium-, & heavy-duty trucks, & trailers.)

Type 4: Vehicles used within the AOA and in public areas and operate with a PANYNJ license plate only, as authorized by the General Manager. These vehicles are of a specialized design and perform unique operational functions at an Air Terminal. (Examples include aircraft tow vehicles, baggage cart vehicles, aircraft refuelers, aircraft cargo loading equipment, ground power units, auxiliary power units, Airport emergency response equipment, snow blowers, etc.)

Type 5: Off-highway, construction, and materials handling vehicles used within the AOA or public areas and operate with state, PANYNJ, or no license plates**.** (Examples include backhoes, loaders, cranes, excavators, paving equipment, compressors, etc.)

Type 6: Stationary equipment permanently installed within the AOA and in public areas and not required to operate with any license plates. (Examples include backup and emergency generators, fire pumps, etc.)

B. REQUIREMENTS FOR VEHICLES OPERATING IN PUBLIC AREAS

Vehicles operating in public areas or on roads outside the AOA (including crossing any public area or road outside the AOA) within the Airport's boundaries shall be operated in accordance with the following minimum requirements:

1. Driver's License
   All vehicles shall be operated in accordance with the applicable laws and regulations of the jurisdiction(s) in which the Airport is located. The driver or operator shall also have such license(s), certification(s), permit(s), endorsement(s), or qualifying instruments as required by such laws and regulations.
2. Vehicle Insurance
   (a) Be operated in accordance with the requirements stipulated by the vehicle manufacturer, and when stricter operating requirements are required by these Rules & Regulations or specific instructions provided by the Airport Manager for

specific vehicles, the vehicle(s) shall be operated in accordance with the stricter requirements.

(b) Drivers and operators shall only drive and operate the vehicles from the driver or operator seat and passengers shall only be transported in the vehicle passenger seat(s).

3. Vehicle Operations

   (a) Owners of Type 1 vehicles operating in public areas or on non-AOA roads shall provide the proper insurance or maintain financial security as required by the law of the state in which the vehicle is registered.

   (b) All Type 2, 3, 4 and 5 vehicles shall only be permitted to operate in a public area or on a non-AOA road if the owner is in compliance with the requirements of 3(a) and Section "C" of this Chapter.

4. Vehicle Registration & Inspection

   (a) All Type 1 Vehicles operating in public areas or on public roads outside the AOA shall be properly registered in accordance with the law of the state in which the airport is located, and shall be inspected in accordance with the provisions of the law of the state in which the vehicle is registered.

   (b) All Type 2, 3, and 4 vehicles shall only be permitted to operate in a public area or on a non-AOA road if in compliance with the vehicle registration and inspection requirements of 3(a) and Section "C" of this Chapter.

5. Following Lawful Direction

   All vehicles shall at all times comply with any lawful order, signal or direction of any authorized Port Authority representative. Where vehicular traffic is controlled by traffic lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized Port Authority representative directs otherwise.

6. Careless or Negligent Operation of Vehicles

   No vehicle shall be operated in a manner which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

   No person shall operate a motor vehicle at a Port Authority Airport while using a mobile telephone to engage in a call while such vehicle is in motion. An operator of a motor vehicle who holds a mobile telephone to, or in the immediate proximity, of his or her ear while such vehicle is in motion is presumed to be engaging in a call. The operator of a motor vehicle may use a handheld mobile telephone if:

   (a) The operator has reason to fear for his/her life or safety, or believes that a criminal act may be perpetrated against him/herself or another person.

   (b) The operator is using this device to report to appropriate authorities: a fire, traffic crash, serious road hazard; medical or hazardous material emergency; or another motorist who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol and/or drugs.

7. Vehicle Modifications

   Vehicle modifications that eliminate, or interfere with, compliance with federal or state safety requirements are prohibited.

8. Right to Inspect

   All vehicles are subject to immediate inspection by a duly authorized Port Authority representative.

9. Violations

   Violations of vehicle operating procedures as specified in these Rules & Regulations or a violation of the Ground Vehicle Specifications may result in revocation of permission for a vehicle to operate at the Airport.

10. Vehicle Condition

    All vehicles shall be properly equipped and maintained in a safe operating condition, and must meet the requirements established by the state where the Airport is located, Federal 49 CFR, and the Ground Vehicle Specifications, as is applicable.

11. Stickers

    Vehicles shall not have any stickers, posters, signs, or objects on the windshield and/or rear windows of a vehicle other than those required by, or specifically authorized by, the law or regulation of a government body.

12. Seating & Seatbelts

    Drivers, operators, and passengers shall use installed seatbelts or other restraint systems. Seatbelts and other restraint systems shall not be disabled or removed and shall be maintained in good working order.

13. Yield to Pedestrians

    All vehicles shall yield to pedestrians in front of all buildings, in roadways, and in pedestrian crosswalks.

14. Driving Restrictions & Speed Limits

    Vehicles shall not be driven or operated in excess of posted speed limits.

15. Parking, Standing or Stopping Vehicles

    (a) No person shall park a vehicle or permit a vehicle to remain stopped within the Airport except in such areas and for such periods of time as may be prescribed by the Manager.

    (b) No person shall park or permit a vehicle to remain stopped contrary to authorized signs, pavement markings or other traffic control devices.

    (c) No person shall stop or park a vehicle:

        i. on any shoulder if the vehicle is not disabled
        ii. in front of a driveway
        iii. within a bus stop safety zone or taxicab zone, unless the vehicle is authorized to use such areas
        iv. on any roadway

v. within 15 feet of fire hydrant
vi. within 10 feet of an AOA perimeter security fence

16. Payment of Parking Fees & Charges

No person shall park a vehicle within any public vehicular parking area except upon the payment of such parking fees and charges as are prescribed by the Port Authority.

17. Vehicles in Possession of the Port Authority

A vehicle which has been placed in the lawful possession of the Port Authority because it was illegally parked, or for non-payment of fees, or for any other reason, and in respect of which any fee or charge, including towing and storage charges, are due, may be detained by the Airport Manager until said fees or charges have been paid. Such fees may be paid under protest, and a claim may be asserted for refund pursuant to applicable law.

18. Vehicular Collisions

Any vehicular collisions that occur at the Airport shall be reported without unreasonable delay to the Port Authority Police. When any vehicle with a PANYNJ plate is involved in a collision, the vehicle may continue to operate after following the procedures listed in the section entitled "Vehicle Collisions" as stipulated in Subpart "C". The driver of any vehicle involved in a collision with another vehicle or pedestrian on any area of the Airport which results in any injury or death to any person or damage to any property shall immediately stop the vehicle at the scene of the collision. The driver of the vehicle involved in a collision shall give his name and address, and display his/her operator's license, and the vehicle's registration and proof of insurance or financial security documents to the driver of the other vehicle, or if none, the person injured, or to the police officer at the scene of the collision.
The operator of such vehicle shall make such report(s) of such accident required by the law and regulations of the state in which such collision occurred.

19 Disabled & Abandoned Vehicles

The Airport Manager has the authority to remove from any area of an Airport any vehicle that is disabled, abandoned, or parked in violation of these Rules & Regulations, or which presents an operational or security problem, to any other area of the Airport. The owner of a vehicle which has been removed because of abandonment or violations of these Rules & Regulations shall be held liable for the reasonable cost of the removal and storage of the vehicle.

20. Limitation of Trailered Vehicles

Tractor/semi-trailers may operate with double or triple trailers only when designed and equipped with the proper system(s) required to operate with multiple trailers.
Baggage handling tow vehicle may tow a maximum of four (4) baggage trailers.
Baggage tow vehicles may tow trailers only if the trailers are affixed in weight order with the heaviest trailer located the closest to the tow vehicle, and if no trailer exceeds a laden weight of 3,000 pounds. All other tow vehicles shall only operate with a maximum of one trailer. All full trailers shall not exceed a speed limit of 15 MPH on a straight road.

21. Omnibus-Trailer Configurations

    Buses shall not have a full-trailer type design.

22. Operator's View

    The front window of a vehicle shall not be blocked by an extended superstructure or payload that obstructs the operator's view in any direction. The vehicle shall also have a rear and/or side view mirrors that provide the operator with a view toward the rear/sides of the vehicle.

23. Oversize & Overweight Vehicles

    (a) No oversized or overweight vehicles (vehicles that exceed the state width, length, height, or weight limit) may enter or be operated on any area of an Airport without prior notice to the Port Authority Police setting forth specific oversize and overweight information, and the vehicle shall proceed only pursuant to specific instructions provided by the Police. The Police may grant permission to proceed either with or without Police assistance, and issue other specific instructions. The oversized or overweight vehicle may be required to have escort vehicles as listed below, provided by the owner/operator.

    (b) Oversized and overweight vehicles required to be escorted shall be escorted by a lead vehicle and trailing vehicle. The lead vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet in front of the oversized vehicle. The lead vehicle shall guide the oversized vehicle, warn on-coming vehicles and direct other traffic around the oversized/overweight vehicle's exposed limits. The trailing vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet behind the oversized vehicle and coordinate its efforts with the lead vehicle to escort the oversized vehicle.

    (c) Firefighting, emergency response, aircraft refueling, snow removal vehicles, and other special purpose vehicles approved by the Airport Manager are exempt from the requirements of this section; however, these vehicles shall operate in accordance with the requirements and limitations prescribed by the Airport Manager. Aircraft service vehicles that are required to operate on or cross roadways outside the AOA, are exempt from the requirements of this section; however, such vehicle shall operate in accordance with the requirements and limitations prescribed by the Airport Manager.

24. Vehicle Security Requirements

    Refer to Chapter II entitled "Airport Security."

C. REQUIREMENTS FOR VEHICLES OPERATING WITHIN THE AOA

Vehicles operating in the AOA shall be operated in accordance with the following minimum requirements:

1. Driver's License & Training

(a) The driver must be properly licensed and have all required endorsement(s) to operate such vehicle on a state or municipal highway of the state in which the Airport is located.

(b) The driver must be fully trained in the operation of the vehicle for all of its functions, types of uses, and procedures to follow in the event of emergency

(c) The driver must successfully complete Port Authority Airfield Driver Training and meet all requirements for Airport Security as specified under the chapter entitled "Airport Security."

2. Vehicle Operation

(a) All vehicles shall be operated in accordance with the requirements stipulated by the vehicle manufacturer, and when stricter operating requirements are required by these Rules & Regulations or specific instructions provided by the Airport Manager for specific vehicles, the vehicle(s) shall be operated in accordance with the stricter requirements.

(b) Drivers and operators shall only drive and operate vehicles from the driver or operator seat and passengers shall only be transported in the vehicle passenger seat(s).

3. Vehicle Insurance

Owners of Type 2, 3, 4 & 5 vehicles operating either in a public area or roadway or in the AOA shall provide insurance or maintain financial security as required by the Port Authority. The Port Authority shall inform applicants for operating permits of such requirements, and each applicant for an operating permit shall submit a current valid certificate of insurance or other documents required by the Port Authority as proof of compliance, with the initial Port Authority application. The document must be found satisfactory by the Port Authority prior to the processing of the vehicle registration application and issuance of PANYNJ plates. The applicant shall at all times maintain on file with the Port Authority a currently valid and satisfactory certificate of insurance or other acceptable proof of financial security for all vehicles operating with PANYNJ plates.

4. Vehicle Registration & Inspection

Type 2, 3, & 4 vehicles operating on the non-AOA roads or in public areas or in the AOA shall be properly registered, inspected, and approved by the Port Authority, and be equipped with PANYNJ plates with a valid inspection identification sticker. Type 2, 3, and 4 vehicles may operate on non-AOA roads within the Airport boundaries to the extent specifically authorized and permitted by the Manager. The limitation may be restricted to specific roads, designated areas, or specific parking locations. All vehicles shall be approved, registered, issued PANYNJ plates and inspection identification stickers, and have periodic inspections by the Port Authority as follows:

(a) A registration application form provided by the Port Authority shall be submitted for each vehicle.

(b) Each registration application form shall be submitted with a current valid certificate of insurance, or other document establishing financial security, or have

a current valid certificate of insurance, or other document establishing financial security on file with the Port Authority, meeting the requirements listed in the previous paragraph entitled "Vehicle Insurance.

(c) All vehicles approved by the Port Authority for operation on the AOA shall be furnished with an initial registration certificate, a PANYNJ plate, and an inspection identification sticker.

(d) The company operating the vehicle shall properly install the PANYNJ plates with the inspection sticker on the designated vehicle. The PANYNJ plates and inspection sticker shall be displayed on the vehicle in the manner designated by the Manager. The operating company shall also keep on file on the Airport the initial registration and insurance certificate.

(e) All motorized vehicles, except aircraft fuel servicing vehicles and all other vehicles that handle or transport fuel products, shall be inspected every 12 months.

(f) Each non-motorized vehicle shall be inspected once every 12 months, unless otherwise permitted.

(g) Each aircraft fuel servicing vehicle, and each vehicle that handles or transports fuel products, shall be inspected once every 6 months.

5. Following Lawful Direction

   All vehicles shall comply with any lawful order, signal or direction of any authorized Port Authority representative. Where vehicular traffic is controlled by traffic lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized Port Authority representative directs otherwise.

6. Careless or Negligent Operation of Vehicles

   No vehicle shall be operated in a manner which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

7. Vehicle Modifications

   Vehicle modifications that eliminate or interfere with compliance with federal or state safety requirements are prohibited.

8. Right to Inspect

   All vehicles are subject to immediate inspection by a duly authorized Port Authority representative.

9. Violations

   Violations of vehicle operating procedures as specified in these Rules & Regulations or a violation of the Ground Vehicle Specifications may result in revocation of permission for a vehicle to operate at the Airport.

10. Vehicle Condition

All vehicles shall be properly equipped and maintained in a safe operating condition, and must meet the requirements established by the state where the Airport is located, Federal 49 CFR, and the Ground Vehicle Specifications.

11. Stickers

    Vehicles shall not have any stickers, posters, signs, or objects on the windshield and/or rear windows of a vehicle other than those required by, or specifically authorized by, the law or regulation of a government authority.

12. Seating & Seatbelts

    Drivers, operators, and passengers shall use installed seatbelts or other restraint systems. Seatbelts and other restraint systems shall not be disabled or removed and shall be maintained in good working order.

13. Yield to Aircraft

    Vehicles shall yield and give the right of way to all aircraft in motion.

14. Restricted Operation on Runways, Taxiways, & Landing Areas

    Non-Port Authority vehicles are prohibited from operating on any runway, taxiway and safety area unless under escort by the Port Authority or FAA maintenance. All vehicles shall obtain permission from the Control Tower before entering or operating on any runway, taxiway, or landing area. All vehicles operating in these areas shall have an operating two-way radio turned "on" and tuned to the ground control frequency, and shall have an operating rotating amber light located at the highest structure of the vehicle turned "on" between the hours of sunset and sunrise and during periods of rain, snow, fog, and other conditions resulting in low visibility. All vehicle drivers shall follow all directions provided by the FAA controller.

15. Driving Restrictions & Speed Limits

    While on the AOA, vehicles shall only be driven or operated on Restricted Vehicle Service Roads. Except for Port Authority vehicles, vehicles shall not be driven or operated in excess of 20 MPH while on the AOA.

16. Operation of Vehicles on Ramps & Apron Areas

    No vehicle shall be operated within 30 feet of any aircraft passenger entrance door or passenger pathway when the ramp or apron areas are being used to load or discharge passengers. Speed limit in these areas is 10 MPH.

17. Parking, Standing, or Stopping Vehicles

    No person shall park a vehicle or permit the vehicle to remain stopped on roads in the AOA, except in such areas and for such periods of time as may be prescribed or permitted by the Manager.

    (a) No person shall stop or park a vehicle contrary to restrictions posted on authorized signs, or in any of the following areas:

        i. in front of a driveway
        ii. within a bus stop safety zone or taxicab zone, except vehicles authorized to use such areas
        iii. no parking or stopping areas

iv. on any roadway
v. on any shoulder if the vehicle is not disabled
vi. within 15 feet of a fire hydrant
vii. within 10 feet of an AOA perimeter security fence
viii. within any restricted or marked areas

18. Vehicles in Possession of the Port Authority

A vehicle which has been placed in the lawful possession of the Port Authority because it was illegally parked, or for non-payment of fees, or for any other reason, and in respect of which any fee or charge, including towing and storage charges, are due, may be detained by the Airport Manager until said fees have been paid. Such payment may be made under protest and a claim for refund may be made pursuant to applicable law.

19. Vehicle Collisions

Any vehicle collisions that occur at the Airport shall be reported without unreasonable delay to the Port Authority Police. When any vehicle with a PANYNJ plate is involved in an accident, the vehicle must be inspected by the Port Authority Motor Vehicle Inspector before returning to service. The driver of any vehicle involved in a collision with another vehicle or a pedestrian on any area of the Airport which results in any injury or death to any person or damage to any property shall immediately stop the vehicle at the scene of the collision, and report the collision to the Port Authority Police. The driver of the vehicle involved in an accident shall give his name and address, and display his or her operator's license and the vehicle's registration and, proof of insurance or financial security documents to the driver of the other vehicle or if none, the person injured, or to a police officer at the scene of the collision. The operator of such vehicle shall make such report(s) of such collision as required by the law and regulations of the state in which such collision occurred.

20. Disabled & Abandoned Vehicles

The Airport Manager has the authority to remove from any area of an Airport any vehicle that is disabled, abandoned, or parked in violation of these Rules & Regulations, or which presents an operational or security problem, to any other area of the Airport. The owner of a vehicle which has been removed because of abandonment or violations of these Rules & Regulations shall be held liable for the reasonable cost of the removal and storage of the vehicle.

21. Limitation of Trailered Vehicles

Tractor/semi-trailers may operate with double or triple trailers only when properly designed and equipped with the proper system(s) required to operate with multiple trailers. Baggage handling tow vehicle may only have a maximum of four (4) baggage trailers, with the heaviest trailers located the closest to the tow vehicle, and no trailer shall exceed a laden weight of 3,000 pounds and an overall trailer length of sixty (60) feet. All other tow vehicles shall only operate with a maximum of one trailer. All full trailers shall not exceed a speed limit of 15 MPH on a straight road.

22. Omnibus-Trailer Configurations

Buses shall not have a full-trailer type design.

23. Operator's View

The front window of the vehicle shall not be blocked by an extended superstructure or payload that obstructs the operator's view in any direction. The vehicle shall also have a rear and/or side view mirrors that provide the operator with a view toward the rear/sides of the vehicle.

24. Oversize & Overweight Vehicles

(a) No oversized or overweight vehicles (vehicles that exceed the state width, length, height, or weight limit) may enter or be operated on any area of an Airport without prior notice to the Port Authority Police, setting forth specific oversize and overweight information. Such vehicles shall proceed only pursuant to instructions provided by the Police. The Police may grant permission to proceed either with or without their assistance, and issue other specific instructions. The oversized or overweight vehicle may be required to have escort vehicles as set forth below, provided by the owner/operator. The Airport Manager, when issuing PANYNJ plates to operate specialized vehicles for AOA operations, may exempt such vehicles from escort requirements. Permission to operate specialized equipment under such exemption shall be limited to operation in the AOA only, and limited by any other restrictions issued at the time the PANYNJ plates are issued.

i. When oversized and overweight vehicles are required to be escorted, they shall be escorted by a lead vehicle and trailing vehicle. The lead vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet in front of the oversized vehicle. The lead vehicle shall guide the oversized vehicle, warn on-coming vehicles and direct other traffic around the oversized/overweight vehicle's exposed limits. The trailing vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet behind the oversized vehicle and coordinate its efforts with the lead vehicle to escort the oversized vehicle.

ii. Firefighting, emergency response, aircraft refueling, snow removal vehicles, and other special purpose vehicles approved by the Airport Manager are exempt from the requirement of this section; however, these vehicles shall operate in accordance with the requirements and limitations prescribed by the Airport Manager. Aircraft service vehicles that are required to operate on or cross roadways outside the AOA, are exempt from the requirements of this section; however, such vehicle shall operate in accordance with the requirements and limitations prescribed by the Airport Manager.

25. Vehicle Security Requirements

Refer to Chapter II entitled "Airport Security."

D. REQUIREMENTS FOR VEHICLES OPERATING IN PUBLIC AREAS AND WITHIN THE AOA

All such vehicles shall comply with all requirements found in both Subparts "B" and "C" of this chapter.

E. REQUIREMENTS FOR ALTERNATIVE FUELED VEHICLES & EQUIPMENT

1. Alternative Fueled Vehicles and Equipment shall be in full compliance with the appropriate NFPA standards. All Alternative Fueled Vehicles & Equipment can only be operated with the authorization and within the guidelines, limitations, and constraints set by the Airport Manager.
2. Alternative Fueled Vehicles that travel upon or cross any non-AOA roads or areas shall comply with the regulations and laws applicable to the jurisdiction in which the Airport is located.
3. LPG, LNG, & CNG Vehicles

   The operating, fueling, fuel storage and handling, repairing, and other activities affecting LPG, LNG and CNG shall comply with applicable NFPA standards and the state and local laws and regulations of the jurisdiction(s) in which the Airport is located. These vehicles and equipment shall also comply with the following:

   (a) Fuel cylinders and containers, vehicle or equipment fueling and repairs, and signs and placards shall be in compliance with the requirements stipulated in the Ground Vehicle Specifications.

   (b) Garaging of vehicles and the repair facilities shall comply with NFPA and all other applicable standards. All garages used for the storage and/or servicing of vehicles shall be equipped with explosion-proof equipment.

   (c) The tenant and/or owner of the vehicle shall provide evidence that the operator is certified to drive the vehicle according to laws and regulations of the United States and the state and municipality in which the airport is located.

   (d) Signs shall be placed on each vehicle in one inch high letters indicating that it is a vehicle or equipment fueled by LPG, LNG, or CNG.

   (e) Vehicles and equipment with LPG or LNG systems used for refrigeration or for the warming of foods shall comply with the applicable NPFA standards.

   (f) Alternative fueled vehicles shall park only in areas specifically designated by the Manger for that purpose.

   (g) Vehicles fueled by LPG or LNG shall not enter buildings, structures, tunnels, ramps, and rooms adjacent to terminal buildings or enclosed or underground parking facilities.

F. STATIONARY EQUIPMENT

Permanent and temporary stationary equipment designated as Type 6 equipment, whether located inside or outside the AOA, shall not be installed or operated without the approval of the Manager. All stationary equipment shall be in compliance with the requirements set forth in the Ground Vehicle Specifications.

G. SPECIAL AIRPORT OPERATING PROCEDURES

1. Newark Liberty International Airport - Oversize & Overweight Vehicles
   Oversized and overweight vehicles, including loaders and supertugs, shall not be operated on the RVSR behind Terminals A, B, & C.
2. LaGuardia Airport - AOA Speed Limits
   The speed limit on the Inner Vehicle Service Road and ramp/apron areas is 10 MPH.

FUELING OPERATIONS

VII. FUELING OPERATIONS

A. DESIGN & CONSTRUCTION OF VEHICLES USED IN FUELING OPERATIONS

The design and construction of all Vehicles and equipment used for fueling operations within the AOA must comply with Port Authority requirements as contained in these Rules and Regulations and in the Port Authority Ground Vehicle Specifications, which are set forth in an appendix to these Rules & Regulations, as well as to all applicable requirements of other government bodies.

B. OPERATION OF AIRCRAFT ENGINES DURING FUELING

1. Aircraft fueling is prohibited while the engine of the aircraft being fueled is running or being heated, with the following exceptions:
2. Rotorcraft powered by a turbine jet engine utilizing only jet fuel that is loaded into the rotorcraft via fueling ports located below the engine(s), may be fueled while the engine(s) is running provided that no passengers are on board, an appropriately licensed pilot knowledgeable with respect to fueling procedures under such conditions is at the controls of the rotorcraft, and the fueling is performed by ground personnel who are knowledgeable with respect to fueling procedures under such conditions.
3. Onboard auxiliary power units may be operated during fueling operations. In an emergency resulting from the failure of an onboard auxiliary unit on a jet aircraft and in the absence of suitable ground support equipment, a jet engine mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during fueling to provide power, provided that the operation follows procedures approved by the Airport Manager.

C. BONDING

1. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize potential between the fueling equipment and aircraft. The bond shall be maintained until fueling connections have been removed, thus permitting the reuniting of separated charges that could be generated during the fueling operation.
2. In addition to the above, when fueling overwing, the nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is metallically connected to the filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the potential between the nozzle and the filler port. The spout shall be kept in contact with the filler neck until the fueling is completed.
3. When a Hydrant Servicer Vehicle or Hydrant Service Cart is used for fueling, the hydrant coupler shall be connected to the hydrant system prior to bonding the fuel

equipment to the aircraft. Bonding and fueling connections shall be disconnected in the reverse order of connection.

4. When an Aircraft Refueling Tanker Vehicle is used for fueling, the vehicle will be bonded to the aircraft prior to making the connection to the aircraft fueling point. Bonding and fueling connections shall be disconnected in the reverse order of connection.

D. LIGHTNING PRECAUTIONS

Fuel servicing operations shall be suspended when lightning flashes are observed in the immediate vicinity of the airport.

E. PORTABLE FIRE EXTINGUISHERS

During fueling operations, UL listed dry chemical fire extinguishers shall be available on aircraft servicing ramps or aprons, as follows:

1. Each Aircraft Refueling Tanker Vehicle shall have two UL listed extinguishers, each having a rating of 20B, one mounted on each side of the vehicle.
2. Each Hydrant Service Vehicle shall have two UL listed extinguishers having a rating of at least 20B mounted in a position readily accessible by the attendant.
3. Where open hose discharge capacity of the aircraft fueling system or equipment is more than 200 gallons per minute, at least one UL listed wheeled extinguisher having a rating of not less than 80b and a minimum capacity of 125 lbs. of agent shall be provided.

F. OPERATION OF RADIO TRANSMITTERS AND GROUND SURVEILLANCE RADAR DURING FUELING

1. During fuel handling in connection with any aircraft, no person shall operate any radio transmitter or receiver in such aircraft, or switch electrical appliances on or off in such aircraft, nor shall any person do any act or use any material which is likely to cause a spark within fifty (50) feet of such aircraft. The use of non-electrically powered mechanic hand tools is permitted in the performance of routine and non-routine maintenance on the aircraft. Aircraft components may be removed or installed. If such components are powered by the aircraft electrical system, electrical power must be removed from the component circuit before removal or installation. Once component installation is completed, functional test or BITE check of system can be completed with electrical power to circuit restored. This does not include radar which can be tested but must not be placed in full operation so as to transmit or radiate.
2. Surveillance radar equipment in aircraft shall not be operated within 300 ft. of any fueling, servicing, or other operation in which flammable liquids, vapors, or mist may be present.

G. AIRCRAFT OCCUPANCY DURING FUELING

During fuel handling in connection with any aircraft no passenger shall be permitted to remain in such aircraft or to enter or depart from such aircraft unless a qualified attendant is at each door that is in use for this purpose, and unless means of safe emergency egress is in position in the event that such device is required for the safe and rapid debarkation of the passengers.

H. PREVENTION AND CONTROL OF SPILLS

1. Fuel servicing equipment shall be maintained in safe operating condition. Leaking or malfunctioning equipment shall be removed from service.
2. Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.
3. The delivery of fuel shall at all times be under the control of the vehicle attendant through the use of approved flow-controlling devices operated by the attendant, designed to shut off automatically upon release of hand or foot pressure. Latching of, or fastening devices on, the control units is prohibited.
4. In the event of fuel spillage during aircraft fueling, the aircraft's engines may not be started until the area has been cleaned in an effective manner, in conformance with all applicable environmental, health and safety laws and permission to start engines has been granted by the Airport Manager
5. If a fuel spill is over 10 ft. in any direction or over 50 sq. ft. in area, or spilled fuel continues to flow, or is otherwise a hazard to persons or property, the Port Authority Police shall be notified. In addition, the spill shall be investigated by the tenant, permittee, or lessee of the property on which the spill occurred, and the refueling operator, to determine the cause, whether emergency and notification procedures were properly carried out, and what corrective measures are required to prevent such a spill from recurring.
6. No aircraft may be fueled unless all onboard gauges and devices whose purpose is to monitor fueling to enable the detection of, or to prevent, the overfilling of tanks are in proper working order. The operation of valves that negates system overfill devices or disabling of such devices and equipment is expressly prohibited. The operator must immediately take measures to prevent fuel from entering area storm drains to prevent fuel from entering the airport storm water drainage system when fueling or conducting a maintenance activity. In the event of a fuel spill, the operator must make required spill notifications to the State Special Hotline and any other enforcement agencies required to receive such notification.
7. No more than one Aircraft Refueling Tanker Vehicle shall be permitted to be connected to the same aircraft fueling manifold unless means are provided to prevent fuel from flowing back into a tank vehicle because of differences in pumping pressure.

I. EMERGENCY FUEL SHUTOFF SYSTEMS

Hydrant fueling systems must be designed with a means for quickly and completely shutting off the flow of fuel in the event of an emergency.

1. The emergency fuel shutoff system shall include shutoff stations located outside of probable spill areas and near the route that would normally be used to leave the spill area or to reach fire extinguishers provided for the protection of the area.
2. At least one emergency shutoff control station shall be conveniently accessible to each fueling position.
3. The emergency fuel shutoff system shall be designed so that operation of a station will shut off fuel flow to all hydrants that have a common exposure.
4. Each emergency fuel shutoff station shall be placarded "**EMERGENCY FUEL SHUTOFF**" in letters at least 2 in. high. Method of operation shall be indicated by an arrow or by the word "**PUSH**" or "**PULL**", as appropriate. Lettering shall be of a color sharply contrasting with its background for visibility (high visibility orange letters on a white background are desirable). Placards shall be weather resistant, shall be located at least 7 ft. above grade and positioned so they can be readily seen from a distance of at least 25 ft.

J. AVIATION FUEL STORAGE

All operators of an aircraft at Port Authority Air Terminals who receive, and all persons who supply, aviation fuel shall use the aviation fuel storage area and delivery facilities designated by the Port Authority for such use. If and for any period during which these facilities are not available, the operators may make other arrangements with their suppliers of aviation fuel for deliveries thereof to their aircraft, provided that such other arrangement shall be subject to the approval of the Port Authority from the standpoint of safety, environmental compliance, traffic control and similar matters.

K. TRANSFER OF FUEL BETWEEN VEHICLES

The transfer of any fuel from one Aircraft Refueling Tanker Vehicle to another is prohibited within the boundaries of an air terminal without the permission of the Airport Manager.

L. REFUELING AUTOMOTIVE VEHICLES & EQUIPMENT

Automotive and ramp equipment other than Refueling Service Vehicles and Tank Vehicles shall be refueled by authorized fuel service contractors authorized by the Port Authority only at prescribed refueling stations and from dispensing systems at the air terminal, all as approved by the Airport Manager. Refueling Service Vehicles and Tank. Vehicles may also be refueled from airport Mobile Refueling Stations at times and locations designated by the Airport Manager.

M. FUELING VEHICLE EQUIPMENT & MAINTENANCE

1. All fueling vehicles operating in the aeronautical areas at Air Terminal shall be properly equipped and maintained and must meet the requirements established by the Port Authority. All Fuel Dispensing Vehicles shall carry a copy of the approved route map showing the routing for that vehicle to and from the refueling stations, the aviation fuel storage and delivery facilities, and the vehicle storage and maintenance base.

N. SMOKING IN THE VICINITY OF FUELING VEHICLES

Smoking by any person on or within fifty (50) feet of a tank vehicle or refueling service vehicle is prohibited.

O. PARKING RESTRICTIONS

No Aircraft Refueling Tank Vehicle shall be parked within fifty feet of a building or hangar, other than a refueling service shop, or within ten feet of any other refueling tank vehicle.

P. ATTENDANTS

1. The driver, operator or attendant of any Tank Vehicle, during the routine fuel servicing of an aircraft at terminal gates, terminal hardstands, or at any stand or gate at a cargo facility, shall be in attendance with the vehicle at all times, and shall have, under his control, the delivery of fuel through the use of approved fueling control devices designed to shut-off automatically at the outlet. Under these controlled conditions, a single driver or operator may perform the complete servicing of any aircraft, provided the distance between the automatic shut-off device and the mechanism it controls shall not exceed 50 feet.
2. Any other fuel servicing not consistent with the above parameters, such as high overwing fueling, fueling from a remote ladder or remote stand in excess of six (6) feet in height, or in a position more than 50 feet from the tank vehicle, will require additional personnel on the ground, familiar with the operation, to provide a fire watch.

Q. FIRE WATCH

A fire watch shall not serve more than two (2) vehicles or two (2) aircraft under fuel servicing simultaneously and must be within 75 feet of any surveillance.

R. POSITIONING OF VEHICLES

Aircraft Fuel Servicing vehicles shall be positioned so that a path of egress from the aircraft for fuel servicing vehicles shall be maintained.

S. PARKING BRAKES

Parking brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab. After leaving the cab, the first action to be taken by a fuel service vehicle operator shall be to place chocks, of appropriate size and geometry, forward and aft of the drive wheels to prevent the vehicle from moving in either direction. The last action prior to entering the cab of the vehicle for departure shall be removal of such chocks.

T. LIMITATIONS ON THE NUMBER OF FUELING VEHICLES PER AIRCRAFT WING

Not more than one Aircraft Refueling Tanker Vehicle shall be positioned to refuel each wing of an aircraft and not more than two refuelers shall be positioned to serve the same aircraft. When high capacity aircraft are refueled, additional refuelers shall not be parked or positioned within 100 feet from the aircraft served and then only in areas approved by the Airport Manager.

U. DEFUELING

The requirements applicable to fueling of an aircraft shall apply to the transfer of fuel from an aircraft to a Tank Vehicle through a hose. In addition, each operator shall establish procedures to prevent the overfilling of the Tank Vehicle, which is a special hazard during defueling.

V. LOADING OF CARGO TANKS

During the filling of the fuel cargo tank, no compartment shall be completely filled or filled higher than the "FULL" marker and the driver-operator or the attendant shall be present at the vehicle at all times. The fuel Tank Vehicle, the tank truck filling rack, and the flammable liquid discharge piping shall all be grounded to a point of zero electrical potential.

1. When top loading, the attendant shall continuously monitor the cargo tank level to prevent overfilling.
2. When bottom loading, the attendant shall perform the precheck on each compartment shortly after flow has started to ensure that the automatic high-level shutoff system is functioning properly.

W. PARKING & POSITIONING OF FUELING VEHICLES

1. When parked, Aircraft Refueling Tank Vehicles shall be positioned for immediate drive away or towing, and a clear space of not less than ten feet shall be maintained between any parked refueling tank vehicle and any similar or other parked or moving vehicle.
2. In addition to the foregoing, where five or more vehicles are parked, there shall be chemical wheel-type fire extinguishers with a rating of 80B or greater and a minimum of 120 lbs. of agent positioned so one or more units will be located no more than 100 feet from any vehicle.

3. In areas where five or more refueling tank vehicles are parked, signs shall be posted in all directions, legible from 100 feet reading "DANGER - AIRCRAFT FUEL - NO SMOKING - NO OPEN FIRE OR LIGHTS". Tank vehicles and Refueling Service Vehicles shall not be parked in public areas, except as designated by the Airport Manager.

X. VEHICLE MOTORS

The motor of an Aircraft Refueling Tank Vehicle shall not be run during the filling of the cargo tank, while making or breaking fuel filling connections, or during repairs to the fuel handling system. The propulsion motor for refueling service vehicles shall not be run during the fuel transfer and while making and breaking hose connections.

Y. AUTOMOTIVE FUEL DISPENSING VEHICLES

1. Automotive Fuel Dispensing Vehicles shall not be located within 50 feet of any structure other tank vehicles or aircraft while refueling operations are in progress.
2. Automotive Fuel Dispensing Vehicles shall not dispense fuel except at such times and at such Automotive Refueling Stations as approved by the Manager and, in no event, shall refueling operations take place if other tank vehicles or aircraft are within 50 feet of such refueling operation.
3. Mobile Refueling Stations and Automotive Fuel Dispensing Vehicles shall not dispense fuel unless properly grounded.
4. The Manager shall have the authority to deny the use of the Air Terminal Highways and other roadways to any vehicle that is defined as being "over-width".
5. Automotive Fuel Dispensing Vehicles shall carry a sufficient quantity of absorbent material, approved by the Airport Manager, to contain accidental fuel spills.
6. The manager may permit Automotive Fuel Dispensing Vehicles to dispense fuel at locations other than Automotive Refueling Stations. Fuel may not be dispensed from an Automotive Fuel Dispensing Vehicle pursuant to such permission unless the site is equipped with a ground rod, suitable barricades, and a 150 pound wheeled fire extinguisher. Other protective requirements and restrictions may be prescribed by the Manager in granting such permission.

AIRCRAFT OPERATIONS

VIII. AIRCRAFT OPERATIONS

A. RESPECT FOR RIGHTS & SAFETY OF OTHERS

No Aircraft shall be operated at an Air Terminal in a manner which creates an unreasonable risk of harm to persons or property, or while the pilot, or other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic or habit-forming drug, or any substance which impairs, impedes, or otherwise affects the ability of such person(s) to safely operate the Aircraft, or while such Aircraft is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

B. FOLLOWING DIRECTIVES, SIGNAGE, LIGHTS, ETC.

The pilot or other person aboard engaged in the operation of any Aircraft (except when subject to the direction or control, for ground movement purposes, of the Federal Aviation Administration or other Federal agency) being operated at any Air Terminal must at all times comply with any lawful order, signal or direction of an authorized representative of the Port Authority. When operation of such aircraft is controlled by lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings, shall be obeyed unless an authorized representative of the Port Authority directs otherwise.

C. NON-PAYMENT OF CHARGES

The Airport Duty Manager shall have the authority to detain any Aircraft for non-payment of charges due to the Port Authority.

D. RIGHT OF DENIAL

The Manager shall have authority to deny the use of an Air Terminal to any Aircraft or pilot violating Port Authority or Federal regulations, whether at such Air Terminal or elsewhere.

E. REPORTING ACCIDENTS

The operator of any Aircraft involved in any accident causing personal injury or property damage at an Air Terminal shall report said accident promptly to the Manager ~~,~~and/or the Port Authority police.

F. DISPOSAL OF AIRCRAFT

The pilot or operator thereof shall be responsible for the prompt disposal of Aircraft wrecked or disabled at an Air Terminal and parts of such Aircraft as directed by the Manager; in the event of his failure to comply with such directions such wrecked or

disabled Aircraft and parts may be removed by the Port Authority at the operator's expense and without liability for damage which may result in the course of such removal.

G. EMERGENCIES

When informed of an emergency by FAA, Port Authority or other party, all Aircraft shall clear active runways and shall hold their positions unless otherwise directed by the Air Traffic Control Tower.

H. TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any Aircraft at an Air Terminal, or start the engine of such Aircraft without the operator's consent.

I. CONSENT TO ENTER AIRCRAFT

No person shall enter an Aircraft without the consent of the person in charge thereof.

J. ENPLANING & DEPLANING

Passengers shall not be permitted to enplane or deplane except in the presence of authorized personnel.

K. AIRCRAFT LOADING & UNLOADING

No Aircraft may be loaded or unloaded without permission except in designated areas and all passengers must be channeled through established routes to and from the Aircraft. When the Manager shall determine that aircraft is not compatible with boarding and de-boarding operations making use of aircraft loading bridges affixed to terminal building gates, such aircraft shall be ground boarded and de-boarded in areas designated by and pursuant to procedures established by the Manager.

L. AIRCRAFT MAINTENANCE

All repairs of aircraft beyond common ramp service, including cleaning of, or otherwise maintaining aircraft, shall be accomplished only in areas designated for that purpose by the Manager.

M. PERMISSION TO OPERATE

No aircraft may operate at any Airport without prior approval of the Airport Manager. No aircraft shall cross an air terminal highway or a non-AOA highway at an Air Terminal under its own power, or under tow, without permission.

N. REMOVAL OF SPILLS

Any spillage or dripping of gasoline, oil, grease, or any other material which may be unsightly or detrimental to the pavement in any area at an Air Terminal shall be removed immediately by suitable procedures in a manner satisfactory to the Manager. The responsibility for the immediate removal of such gasoline, oil, grease, or other material shall be assumed by the operator of the equipment causing the same. Spills that enter, or have the potential to enter, the environment (i.e., soil or water) must be reported to the State agency, and to all other governmental agencies, with environmental oversight, in accordance with State regulations, and all other applicable laws and regulations.

O. AIRCRAFT RAMP & APRON SCRUBBING

All Aircraft ramp and apron scrubbing shall be accomplished through the use of approved vacuum-type scrubbers and the wastewater picked up from the ramps shall be disposed of in a triturator or any approved designated opening to the sanitary sewer system. Scrubbing schedules, based on Aircraft ramp and apron activity and type of operation, shall be approved by and filed with the Manager.

P. AIRCRAFT DEICING – GLYCOL BASED DEICERS

Best Management Practices should be used to minimize the excessive use of glycol. Proper technique should be used when de-icing aircraft to ensure that only the amount of chemical needed to complete the job is applied. To the extent possible, other de-icing and anti-icing techniques should be utilized to minimize the use of ethylene glycol. These techniques are described in detail in FAA Advisory Circular number 20-117. Efforts must be made to collect overspray from ramp areas if feasible. Collected material should be disposed of or recycled. Quantities of deicer used (inclusive of quantities disposed of or recycled) must be reported to the Port Authority on a monthly basis.

Q. HEATING OF ENGINES

The heating of engines at an air terminal shall be done only by the use of steam, hot water, hot air or approved electric heaters.

R. USE OF GATE POSITIONS

No aircraft may use a gate position without prior permission from the Manager. Air terminals shall report gate activity to the Port Authority in such manner as shall be prescribed by the Manager.

S. COMPLIANCE WITH AIR TERMINAL RESTRICTIONS

Before commencing operations at any Port Authority airport, the aircraft operator shall give assurances when required by the Director of Aviation that the operator will comply with applicable operational, safety, and other restrictions, including (but not limited to) maximum gross take-off weight and maximum allowable wing span. Information on these restrictions can be obtained from the Office of the Director of Aviation, The Port

Authority of New York and New Jersey, Aviation Department, 225 Park Avenue South – 9th Floor, New York, N.Y. 10003.

T. LANDING & TAKING OFF

1. The Port Authority may prohibit aircraft landing and taking off at any time when, and under any circumstances under which the Manager deems such landings and takeoffs are likely to endanger persons or property, except for emergency landings.
2. No person shall navigate any aircraft, land aircraft upon, fly aircraft from, or conduct any aircraft operations on or from an Air Terminal otherwise than in conformity with then current Federal Aviation Administration and National Transportation Safety Board rules and regulations.
3. No aircraft, or helicopter, may land or take-off at an air terminal without prior permission unless it is equipped with a functioning radio capable of direct two-way communication with the Air Traffic Control Tower on all appropriate frequencies, except in case of emergency.
4. No motorless aircraft may land or take off at a Port Authority Air Terminal without permission of the Manager.
5. No ultralight aircraft may land or take off at a Port Authority Air Terminal without permission of the Manager.
6. Jet-assisted takeoffs shall not be made at an air terminal without obtaining permission of the Manager and notifying the Air Traffic Control Tower in advance.
7. No aircraft shall land, take-off or taxi at an Air Terminal with a student pilot at the controls.
8. No person shall practice aircraft landings or takeoffs at an Air Terminal without permission of the Manager.
9. No aircraft shall use any part of the public landing areas considered temporarily unsafe for landing or taking-off, or which is not available for any cause. The boundaries of such areas will be marked with orange flags by day and red lights by night, and notice thereof will be given to the Air Traffic Control Tower by the Port Authority.
10. Aircraft landing at an Air Terminal shall make the landing runway or touchdown area available to others by leaving such location as promptly as possible.
11. No Aircraft having an actual gross weight (including passengers, cargo, fuel, equipment, etc.) in excess of maximum gross weight for such Aircraft authorized by the Director of Aviation shall land, take off, or taxi at an Air Terminal without Permission of the Manager.

U. STARTING, TAXIING, TOWING & PARKING

1. Aircraft shall not be positioned, started or taxied so that propeller slipstream, jet engine exhaust blast or rotor down-wash may cause injury to persons, or damage to property, or where it may generate turbulence across taxiways, runways, vehicle

service roads, or heliport areas, so as to endanger the safety of operations on an Air Terminal. If it is impossible to taxi Aircraft without compliance with the above, then the engine or engines must be shut off and the Aircraft towed.

2. Except for helicopters, no person shall start an Aircraft engine at an Air Terminal unless there is a qualified attendant standing by outside the Aircraft with a twenty pound or larger dry chemical fire extinguisher, or unless the engines are equipped with their own fire control system. With regard to helicopters, the engine starting procedure shall be in a manner acceptable to the Manager.
3. No Aircraft shall be started, run or taxied at an Air Terminal unless a certificated pilot certificated to operate that particular type of Aircraft or a certificated A and P mechanic qualified to start, run or taxi that particular type of Aircraft is attending the controls.
4. No aircraft engine shall be started unless the main landing wheels are chocked and the brakes of the aircraft fixed and locked, unless alternate procedures approved by the Manager are followed.
5. No helicopters shall be started, run, or taxied at an Air Terminal unless a certificated helicopter pilot certificated to operate that particular type of helicopter is attending the controls, or, if the Manager has given his or her approval, a certificated A and P mechanic is attending the controls.
6. All aircraft which are being taxied, towed or otherwise moved at an Air Terminal shall be under full control and shall move or be moved at a reasonable speed.
7. Whenever any aircraft is being taxied, towed or otherwise moved on the public landing area, public ramp and apron area, public passenger ramp and apron area, or public cargo ramp and apron area, there shall be a person attending the controls of the aircraft who shall monitor by radio the transmitting frequency in use by the Control Tower or who, if necessary, will cause that frequency to be monitored by another person in the aircraft at the time. In the event of radio equipment failure, the Control Tower may use an Aldis Lamp for communication.
8. No person shall park an aircraft or leave the same standing on a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area at an air terminal except at such places as may be prescribed or permitted by the Manager. When in public storage areas, those aircraft for which tie-down fittings are provided shall be required to make proper use thereof.
9. When parked, helicopters shall have rotor braking devices and/or tiedowns applied to the rotor blades.
10. Upon direction from the Manager, the operator of any Aircraft parked or stored at an Air Terminal shall move said aircraft from the place where it is parked or stored to any other designated place. If the operator refuses to comply with such direction, the Port Authority may tow said Aircraft to such designated place at the operator's expense, and without liability for damage which may result in the course of such moving.
11. No Aircraft shall be taxied into or out of a hangar under its own power.

12. Every Aircraft parked on a Public Ramp or Apron Area, Public Passenger Ramp or Apron Area, or Public Cargo Ramp and Apron Area shall have its running lights turned on during the hours between sunset and sunrise, except in certain areas designated by the Manager, or in areas which are illuminated during these hours.
13. All Aircraft being taxied, towed or otherwise moved at an Air Terminal shall proceed with running lights on during the hours between sunset and sunrise.
14. No person shall maneuver an Aircraft, park, or leave the same standing on a ramp or apron area in such a way that any portion of said Aircraft will protrude beyond the ramp or apron limits, unless previously authorized.
15. It is required that one wing walker, preferably two be positioned on the ground, located at the outward tip of each wing, to monitor the clearance of each wing as the aircraft enters and exits the ramp.
16. LaGuardia Airport is to be utilized for nonstop domestic flights and international flights pre-cleared by the Federal Inspection Services only to and from points that are located within 1,500 statute miles of LaGuardia Airport, and to and from Denver, CO. The foregoing limitation does not apply to flight operations conducted on Saturdays or to general aviation operations conducted at the Marine Air Terminal.

V. FOREIGN MILITARY & STATE AIRCRAFT

1. Due to the high volume of traffic at Port Authority Airports, foreign military and state aircraft are required to depart within two hours of arrival.
2. Overnight parking of foreign military and state aircraft at Port Authority Airports is strictly prohibited.

W. RUNUPS

No jet or turboprop aircraft engine shall be run-up except in areas authorized by the Manager. Aircraft engines shall be started and warmed up on an Air Terminal only in places designated for such purposes by the Manager. Maintenance running of jet engines to check cockpit instrumentation shall not be performed at the Public Passenger Ramp and Apron Area, but in an area designated by the Manager. Details for nighttime maintenance runups can be obtained from the Manager’s office.

AIRCRAFT NOISE RESTRICTIONS

IX. AIRCRAFT NOISE RESTRICTIONS

A. GENERAL RESTRICTIONS

In accordance with the Airport Noise and Capacity Act of 1990 (ANCA), airplanes with certificated weights greater than 75,000 pounds must conform to Stage III noise limits at Port Authority Airports. Stage III noise limits are defined in Federal Aviation Regulations (FAR) Part 36 noise level classifications. In addition, airplanes that are type certificated after January 1, 2006 must meet Stage IV noise limits as defined in Federal Aviation Regulation (FAR) Part 36 noise level classifications.

B. DEPARTURE NOISE LIMITS

Noise produced by a departing aircraft shall not exceed 112 PNdB (perceived noise level in decibels) as measured by noise monitors located in the community nearest to the runway of departure under the flight path of the departing aircraft.

At Newark Liberty International Airport, an aircraft operator is assessed a monetary charge of $250.00 for each aircraft departure that violates this rule.

AIR CARGO OPERATING REQUIREMENTS

X. AIR CARGO OPERATING REQUIREMENTS

A. DESIGNATION OF AIR CARGO SECURITY OFFICIAL

Each Air Cargo Operator shall designate either a security officer or another management official to handle cargo security responsibilities, and each such operator shall notify the Port Authority Police at the Air Terminal of such designation.

B. EMPLOYEE IDENTIFICATION & OUTER WEAR

1. Each Air Cargo Employee shall be issued an identification card bearing the employee's picture. The identification card must be displayed on the outermost garment, above the waist, while the employee is in the Air Cargo Handling Area. See Chapter II entitled “Airport Security” for additional information.
2. Each ramp Service/Cargo Operator shall issue to each of its employees a reflective vest-type garment. The garment must be color-coded as designated by the Port Authority to distinguish the individual Operator or Service Company, and must show the Operator's or Service Company's name or logo in three-inch block lettering on the front and rear of the garment. It must also provide for the secure attachment of an identification card that will be used to hold the numbered Port Authority identification card and appropriate company identification cards or documents. This garment must be worn externally by all employees engaged in cargo movement activity whether on a ramp or within the confines of a secure area of the cargo facility.

C. DESIGNATION OF YELLOW LINE

The Air Cargo Handling Area is restricted to Air Cargo Employees and those who shall be escorted by an Air Cargo Operator authorized employee. The Air Cargo Operator shall establish a barrier or paint a yellow line in the Air Cargo Handling Area, (which must not appear to be a taxiway line) beyond which no one shall be permitted, unless escorted by an Air Cargo Operator's authorized employee.

D. EMPLOYEE & OTHER PRIVATE VEHICLES

Vehicles of Air Cargo Employees and other private vehicles shall not be permitted in the Air Cargo Handling Area. Air Cargo Operators shall designate other areas in which such vehicles may park and shall notify the Port Authority Police at the Air Terminal of such designation. Trucks shall not be parked in parking areas designated for employee or other private vehicle parking. The designation of parking areas will not be required if the Air Cargo Operator obtains the written concurrence of the Manager.

E. POSTING OF AIR CARGO SAFETY & SECURITY RULES & REGULATIONS

These Air Cargo Safety and Security Rules and Regulations must be conspicuously posted within the Air Cargo Handling Area by the Air Cargo Operator.

F. MISSING ITEMS VALUED AT $1000 OR MORE, VALUABLE OR VULNERABLE CARGO

Any missing item of cargo valued by the Air Cargo Operator at $1000 or more, which after the Air Cargo Operator's investigation is determined to be lost or stolen, must be reported by the Air Cargo Operator to the Port Authority Police at the Airport immediately. Any loss or theft of valuable or vulnerable cargo must be reported to the Port Authority Police at the Air Terminal Airport immediately.

G. POLICE ESCORT

Air Cargo Operators by timely notice shall request an escort from the Port Authority Police at the Air Terminal for ground transportation between points on the Air Terminal for the following:

1. Valuable cargo valued at $25,000 or more
2. Vulnerable cargo valued at $25,000 or more

In addition, Air Cargo Operators are encouraged to request a Police escort for vulnerable cargo valued at less than $25,000. Air Cargo Operators need not request a Police escort for valuable cargo shipments transported via armored vehicle.

H. HOURS OF OPERATION

Each Air Cargo Operator shall designate the normal hours of operation of its enclosed portion of the Air Cargo Handling Area, and shall notify the Port Authority Police at the Airport of such designation.

I. VALUABLE CARGO STORAGE AREA

Each Air Cargo Operator shall designate a Valuable Cargo storage area with limited access, and shall notify the Port Authority Police at the Airport or the Manager, or his representative, of such designation. Such designation will not be required if the Air Cargo Operator obtains the written concurrence of the Manager. A log shall be maintained by the Air Cargo Operator for this area, to record by date and time whenever a Valuable Cargo item is stored or removed from the area, and the person storing or removing the same. The log shall include airway bill numbers of the items entered into the Valuable Cargo area. Where an item is not identifiable by an airway bill number, a description of the item and the consignee's address must be noted. The log shall record the number of pieces, the date, time in and out, and signatures of persons entering the Valuable Cargo storage area.

J. SECURING EQUIPMENT & TRUCKS CONTAINING CARGO

Ground handling equipment and trucks containing cargo, if capable of being closed and locked, shall be closed and locked by the Air Cargo Operator when unattended. If not capable of being closed and locked, the cargo shall be covered and secured.

WORK PROCEDURE FIRE HAZARDS

XI. WORK PROCEDURE FIRE HAZARDS

A. REQUIRED PERMITS

1. Cutting & Welding Permit (PA2133)

   No person shall conduct any hot work on any part of an Air Terminal except in areas within leased premises specifically designated for such use by the Manager, without first obtaining a Cutting and Welding Permit from the Manager.

   No such permit will be issued for work:

   (a) within an aircraft hangar,

   (b) within a cargo building,

   (c) within any Fuel Storage Area, fuel truck parking or service area, or

   (d) upon any components or section of the hydrant fuel distribution system.

   except when such work is required for repair of the aforementioned areas, hangars, structures, or fuel systems.

2. Special Hot Work Permit (PA2847)

   A special hot work permit must also be obtained from the Manager for operations required:

   (a) in tank truck parking and service areas, and

   (b) in fuel storage areas whenever work is to be performed on components of the hydrant fuel distribution system.

B. OPEN FIRES

No person shall start any open fires of any type, including flare pots, torches or fires in containers formerly used for oil, paint, and similar materials on any part of an air terminal without permission of the Manager.

ENVIRONMENTAL PROTECTION

XII. ENVIRONMENTAL PROTECTION

A. COMPLIANCE WITH LAW & PORT AUTHORITY AGREEMENTS

Each person occupying or using any portion of an Air Terminal or conducting any business or trade at an Air Terminal shall implement and comply with all environmental requirements, programs and practices that any federal, state or local governmental agency, authority, department or board has required the Port Authority and its tenants or other occupants to implement at the Air Terminal or which pursuant to an agreement with any federal, state or local governmental agency, authority, department or board, the Port Authority has agreed to implement at the Air Terminal. These environmental requirements can be obtained from the Manager.

B. UREA

Urea shall not be used at an air terminal without the permission of the manager.

C. AIRPORT RECYCLING

Each person or tenant occupying or using any portion of an Air Terminal or conducting any business or trade at an Air Terminal shall comply with the Port Authority airport recycling policy. The policy can be obtained from the Manager.

HAZARDOUS MATERIALS

XIII. HAZARDOUS MATERIALS

A. HAZARDOUS, POISONOUS, EXPLOSIVE, DANGEROUS &RADIOACTIVE MATERIALS

No person shall, keep, store, handle, use, dispense, or transport at, in or upon an Air Terminal any material which is defined by Federal Regulation or the International Civil Aviation Organization as hazardous, poisonous, explosive, or radioactive at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons or property. Such materials may not be kept, stored, handled, used, dispensed or transported at an Air Terminal without the prior permission of the Port Authority, and without complying with all applicable laws and regulations.

B. HAZARDOUS WASTE

Any person or entity that generates, stores, and/or transports hazardous waste (as defined by the Resource Conservation and Recovery Act, and Title 40, Code of Federal Regulations, Part 261, or any amendments thereto or successor legislation and regulations) shall do so in strict compliance with all local, State, and federal regulations, laws rules and requirements. Any waiver of such regulations or legal requirements or of any part thereof by an authorized government authority shall not constitute or be construed to constitute a waiver of these Rules or imply that the Port Authority has granted permission to keep, generate, store or transport hazardous waste in or upon an Air Terminal. The Port Authority shall be notified of, and provided copies of, pertinent local, State and federal permits required for storage and transport of hazardous waste.

C. WEAPONS OF WAR

No person shall, at any time, store, keep, handle, use or transport at, in or upon an Air Terminal any weapon of war employing atomic fission or radioactive force.

D. CIGARETTE LIGHTERS & LIGHTER FLUID

The sale and carriage of cigarette lighters with flammable liquid reservoirs (or other similar ignition devices), and containers of lighter fluid for the refilling of such lighters, is prohibited within Air Terminals.

CONDITIONS FOR USE OF PORT AUTHORITY OPERATED SPACES

XIV. CONDITIONS FOR USE OF PORT AUTHORITY OPERATED SPACES

A. EMERGENCIES

Unless a permit or grant of permission provides otherwise, the Manager may refuse the grant of any permission or permit, or suspend any permission or permit already granted, in the event of an emergency. An emergency is any condition which would create a dangerous condition or substantially interfere with airport operations (including pedestrian, vehicle, or rail traffic, aircraft movement, luggage or cargo movement, security procedure, government inspection, clean-up, repair, construction, or environmental clean-up or corrective actions, or government operations), such as a snowstorm, hurricane, flooding, aircraft or vehicular accident, power failure, or strike.

B. SLEEPING

Except with prior permission from the Manager, no person may sleep in any Air Terminal area or vehicle. In addition, no person may lie on any chair, bench, seat or sit down or lie on any floors, stairs or landings, or any place where such activity may be hazardous to such person or to others, or may interfere with the operation of the Air Terminal, pedestrian flow or comfort of Air Terminal users, tenants, or permittees.

C. SKATEBOARDING, ROLLER-SKATING, BICYCLE RIDING, ETC.

Skateboarding and roller-skating are prohibited within the Air Terminal. Except in locations designated by the Manager, and identified by posted signage, no person shall ride a scooter or any self-propelled vehicle or device on or through any part of the terminals, parking lots, escalators, moving sidewalks, elevators, staircases, on-airport buses or Rail Transportation Systems, except that Port Authority Police may use bicycles and electrically powered carts may be used by airlines for transportation of persons in Air Terminal building concourses.

D. NOISE

No person shall make or cause to be made, any sound louder than 80 decibels, measured at a one meter distance, unless such sound is produced by an emergency or warning device used in the manner and the circumstances for which it was designed. The operation of gasoline or diesel powered construction equipment, pneumatic tools, and other devices used in the conduct of construction, repair and maintenance activities pursuant to an agreement with or permit issued by the Port Authority shall not be subject to this rule, provided that such devices are authorized for use in accordance with the applicable provisions of such permit or contract.

E. SOUND REPRODUCTION DEVICES

No person shall operate or use any personal radio, television, phonograph, tape recorder or other sound reproduction device in a Port Authority operated area in such manner that the sound reproduction device is audible to another person.

F. PROHIBITED CONDUCT

(a) The intentional touching of any person without his or her consent.

(b) The performance of any ceremony, speech, song, carrying of any sign or placard, or other such activity which constitutes a danger to persons or property, or which interferes with the orderly formation and progression of waiting lines, or which interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to an exit from vehicles; security procedures; government inspection procedures; cleaning, maintenance, repair or construction operations.

(c) The intentional leaving of any brochure, flyer, or any other item intended for distribution unattended.

(d) The attachment of any placard, sign, circular or other written material, on any wall post, counter, billboard, or any other surface.

(e) The erection of any table, chair, mechanical device or other structure, except as provided in the chapter describing “Commercial Activity.”

(f) The use of a stick or pole to support any hand carried sign.

COMMERCIAL AND NON- COMMERCIAL ACTIVITY

XV. COMMERCIAL AND NON-COMMERCIAL ACTIVITY

A. COMMERCIAL ACTIVITY

Commercial activity at locations in Port Authority Air Terminals is subject to the following conditions and restrictions:

1. Compliance with Rules & Regulations
   Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons, to enter upon or use any air terminal or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at such air terminal, persons doing business with the Port Authority, its lessees, sub-lessees and permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with the Port Authority Rules and Regulations.
2. Port Authority Consent
   No person shall carry on any commercial activity at any Air Terminal including, but not limited to, the sale of merchandise or services, without the consent of the Port Authority.
3. Vending Machines
   No vending machines for the sale of goods shall be permitted in the public areas of Newark Liberty International, Newark Liberty International and LaGuardia Airports which are not occupied by a lessee, licensee or permittee. This prohibition shall not apply to vending machines in restrooms selling personal hygiene items.
4. Sightseeing Flights
   No person shall conduct sightseeing flights at any Air Terminal except under permit from the Port Authority. By sightseeing flights is meant flights on which passengers are carried for hire, and which originate and terminate at the same terminal with no intermediate stops other than emergency stops.
5. Storage of Cargo & Property without Permission
   No person shall use any area of an Air Terminal for storage of cargo or other property without permission of the Manger. If, notwithstanding the above prohibition, a person uses such areas for storage as aforesaid, without first obtaining such permission, then the Manager shall have authority to order the cargo or other property removed or to cause the same to be removed and stored at the expense of the owner or consignee thereof, without liability for damage thereto arising from or out of such removal or storage.
6. Parking & Storage of Aircraft without Permission
   Unless otherwise provided in a lease or other agreement, no person shall use any area of an Air Terminal (other than the public aircraft parking and storage areas), for parking and storage of aircraft without permission of the Manager. If, notwithstanding the above prohibition, a person uses such areas for parking or storage as aforesaid, without first obtaining such permission, then the Manager shall have authority to order the aircraft removed or to cause the same to be removed and stored

at the expense of the owner thereof, without liability for damage thereto arising from or out of such removal or storage.

7. Payment of Air terminal Fees & Charges
   No aircraft operator shall land or conduct an aircraft operation or use an Air Terminal except as otherwise provided by agreement with the Port Authority and except upon the payment of such fees and charges as may from time to time be prescribed or agreed to by the Port Authority. All charges due to the Port Authority for the use of Air Terminals shall be payable in cash unless, (a) credit arrangements satisfactory to the Port Authority have been made in advance, or (b) permission for payment by check has been granted by the Port Authority.

B. NON-COMMERCIAL ACTIVITY

Non-commercial activity at locations in Port Authority Air Terminals which are not occupied by a tenant, lessee, licensee or permittee is subject to the following conditions and restrictions:

1. Conduct Prohibited Inside Buildings & Structures

   The following conduct is prohibited within the interior areas of buildings or structures at an Air Terminal if conducted by a person to or with passers-by in a continuous or repetitive manner:

   (a) The distribution of any merchandise, including but not limited to jewelry, food stuffs, candles, flowers, badges and clothing.

   (b) The solicitation and receipt of funds.

   (c) The provision of any service.

   (d) The distribution of any raffle ticket or entry in a game of chance.

   (e) The conduct of a game of chance.

2. Conditions for Distribution of Literature

   The continuous or repetitive distribution of flyers, brochures, pamphlets, books or any other printed or written material is prohibited within the interior areas of buildings or structures at an Air Terminal which are controlled or operated by the Port Authority unless conducted pursuant to the following provisions of this rule:

   (a) No person may distribute literature on behalf of himself or herself, another individual or an organization, unless that person's name has been submitted in writing no less than 24 hours earlier to the Manager .

   (b) Each time a person enters a Port Authority controlled or operated Air Terminal to distribute literature pursuant to this rule, he or she must report his arrival to the manager, as set forth below. If a person's name has not been submitted to the manager pursuant to section 2(a), the person will not be permitted to distribute literature pursuant to this rule. Each time a person leaves a Port Authority airport terminal after distributing literature, he or she must report his departure to the Manager, as set forth below.

(i) At LaGuardia Airport, arrivals and departures must be reported in person at the Airport Operations Duty Manager's Office, located on the first floor of the Central Terminal Building. All individuals distributing literature shall sign in prior to beginning the distribution of literature and sign out upon completion.

(ii) Newark Liberty International Airport: Arrivals and departures must be reported by telephone to the Duty Manager of Terminal B at (973) 961-6995 prior to distributing literature, and upon completion.

(c) Each person distributing literature on behalf of an organization must display an identification badge that states the name of the organization represented. The badge shall be worn on the upper left breast of the outermost garment and be clearly visible.

(d) The distribution of literature pursuant to this rule is permitted only at the locations set forth in an appendix to these Rules and Regulations. Access to these locations will be granted on a first come, first served basis each day upon request. Locations containing time limitations are available only at the times set forth. No more than three representatives of a single organization or person are permitted to distribute literature at any one location at any one time.

(e) A table may be used in connection with the distribution of literature pursuant to this rule in the following manner only:

(i) Only one table may be used in each location, on a first-come, first-serve, basis.

(ii) At LaGuardia Airport, no table may be used that exceeds 52 inches in length or 30 inches in width.

(iii) At Newark Liberty International Airport, no table may be used other than a table supplied by the Port Authority. Such tables are available upon request on a first-come, first-serve, basis.

(f) The Manager may prohibit the distribution of literature otherwise permitted by this rule in the event of a snowstorm, aircraft accident, air traffic delay, power failure, transportation strike or other event or condition under which the distribution of literature in such space creates a danger to persons or property, interferes with the orderly formation and progression of waiting lines, or interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to and exit from vehicles; security procedures; government inspection procedures; cleaning, maintenance, repair or construction operations.

TETERBORO AIRPORT

XVI. TETERBORO AIRPORT

1.0 GENERAL

1.1 EXCLUSIONS

Scheduled operations are excluded from Teterboro Airport. For purposes of this section, "scheduled operation" means any common passenger-carrying operation for compensation or hire conducted by an air carrier or commercial operator as to which the certificate holder or its representative holds out to the public that the operation is provided between identified locations at set times announced by a timetable or schedule which is published in a newspaper, magazine, internet website or other advertising medium.

1.2 BREACH OF RULES

A violation of any rule or regulation shall constitute a "Breach of Rules". The Airport Manager will cite breach of rules. The penalty for a breach of a specific rule shall be in accordance with policy and schedule of fines as defined by the airport manager.

1.3 CONDITIONS OF ACCESS

1.3.1 Any permission granted directly or indirectly by the Manager, expressly or by implication, to any person or persons, to enter upon or use the Air Terminal or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of lessees, and other persons occupying space at the Air Terminal, persons doing business with the Port Authority, its subcontractors and permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with these rules and regulations.

1.3.2 No person shall use or occupy the AOA for any purpose whatsoever except a purpose pertaining to the servicing of tenants (an individual, company or organization having an executed agreement to occupy space at Teterboro Airport), concessionaires, airport users, or governmental agencies, or a purpose connected with a maintenance and operation of the Air Terminal, without approval of the Manager.

1.4 COMMERCIAL ACTIVITY

No person shall conduct any commercial activity at the Air Terminal without the consent of the Manager or without complying with the conditions imposed upon such activity by the Manager.

1.5 PARKING

Unless otherwise provided in a lease or other agreement, no person shall use any area of the Air Terminal (other than the public aircraft parking and storage areas), for parking and storage of Aircraft without permission of the Manager. When the Manager deems that such use will not interfere with the operation of the Air Terminal, and such permission is granted, the charge for such use shall be provided in the Schedule of Charges at the Air Terminal for the public aircraft parking and storage area there, this charge to apply from the time the aircraft is so parked or stored at the Air Terminal. If, notwithstanding the above prohibition, a person uses such areas for parking or storage as aforesaid, without first obtaining such permission, then the Manager shall have authority to order the aircraft removed or to cause the same to be removed and stored at the expense of the owner thereof, without liability for damage thereto arising from or out of such removal or storage. The above rate shall apply for the time said aircraft has been so parked or stored at the Air Terminal.

1.6 OPERATIONAL REQUIREMENTS

1.6.1 No person shall land or takeoff an aircraft on or from a public landing area, or use a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, or a public aircraft parking and storage area, except upon the payment of such fees and charges as may from time to time be prescribed, unless such person is entitled to use such area under a lease or other agreement with the Airport Operator or an enterprise authorized by the Airport Operator to grant permission to use any such area.

1.6.2 All persons Operating aircraft at the Air Terminal shall do so in compliance with Teterboro Airport's Noise Abatement Rules and Regulations.

1.6.3 The Manager's waiver of any rule, regulation contained in these Rules and Regulations for any person will not be deemed a waiver of such condition for any other person.

2.0 AIRCRAFT

2.1 GENERAL

2.1.1 The Airport Manager may prohibit Aircraft landing and taking off at any time when, and under any circumstances under which, the Manager deems landings and takeoffs are likely to endanger persons or property.

2.1.2 No person shall conduct an activity or navigate any aircraft, land aircraft upon, fly Aircraft from, or conduct any Aircraft operations or offer any service on or from the Air Terminal otherwise than in conformity with the current applicable U.S. Department of Transportation, Federal Aviation Administration and National Transportation Safety Board Regulations, applicable state and local laws, and these Rules and Regulations, and applicable airport grant assurances.

2.1.3 No Aircraft shall be operated during takeoff or landing or on the surface of a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and

storage area in a manner or at a speed which creates an unreasonable risk of harm to persons or property, or while the pilot, or other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic, or habit-forming drug, or substance which impairs such person's ability to safely operate the Aircraft, or if such Aircraft is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

2.1.4 The pilot or other person aboard engaged in the operation of any Aircraft (except when subject to the direction or control, for ground movement purposes, of the Federal Aviation Administration or other Federal agency) being operated on the surface of any operational area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area must at all times comply with any lawful order, signal or direction of an authorized representative of the Airport Operator. When operation of such Aircraft is controlled by lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized representative of the Airport Operator directs otherwise.

2.1.5 No motorless Aircraft may land or takeoff at the Air Terminal without permission of the Manager.

2.1.6 No jet Aircraft may land or takeoff at the Air Terminal without permission of the Manager.

2.1.7 No aircraft having an actual gross weight over 100,000 pounds, including passengers, cargo, fuel, equipment, etc. shall land, takeoff or taxi at the Air Terminal without permission of the Manager.

2.1.8 The Manager shall have authority to deny the use of the Air Terminal to any person, pilot or aircraft violating the rules and regulations of the United States, Department of Transportation, the Federal Aviation Administration, the National Transportation Safety Board, applicable airport grant assurances, state and local laws and these Rules and Regulations.

2.1.9 When informed of an emergency by FAA, the Port Authority or other party, all Aircraft shall clear active runways and shall hold their positions unless otherwise directed by the Air Traffic Control Tower.

2.2 EQUIPMENT REQUIREMENTS

No aircraft may land or takeoff at the Air Terminal unless it is equipped with brakes and a functioning radio capable of direct two-way communication with the control tower, except in the case of an emergency landing.

2.3 TAXIING, TOWING AND STARTUP

2.3.1 No jet or turbo-prop aircraft shall be taxied at the Air Terminal where the exhaust blast may cause injury to persons or do damage to property. If it is

impossible to taxi such aircraft without compliance with the above, then the engine must be shut off and the aircraft towed to the desired destination.

2.3.2 No jet or turbo-prop aircraft engines shall be started while the aircraft is parked on the Air Terminal where exhaust blast may cause injury to persons or do damage to property.

2.3.3 Aircraft engines shall be started and warmed up on the Air Terminal only in places designated for such purposes by the Manager. No jet or turbo-prop aircraft engine shall be run-up except in areas authorized by the Manager

2.3.4 Aircraft shall not be positioned or taxied so that propeller slip-stream or jet engine exhaust is directed at spectators, personnel, hangars, shops, or other buildings in such a manner as to cause personal injury, property damage or the actuation of sprinkler systems or fire detection systems.

2.3.5 No person shall start an aircraft engine at the Air Terminal unless there is a twenty (20) pound or larger dry chemical fire extinguisher on site or unless the engine is equipped with its own fire control system.

2.3.6 No Aircraft engine shall be started or run at the Air Terminal unless a pilot certified to operate that particular type of aircraft or a certificated Airframe and Powerplant mechanic qualified to start and run the engines of that particular type of aircraft or a student in the course of training is attending the controls. Wheel blocks equipped with ropes or other approved devices for blocking an aircraft shall always be placed at the front and rear of each main landing wheel and the brakes of the aircraft shall be on and locked before the engine or engines are started, unless alternate procedures approved by the Manager are followed.

2.3.7 No aircraft shall be taxied at the Air Terminal unless a certificated pilot qualified to operate that particular type of aircraft, a student pilot in the course of training who has been certificated to operate that particular type of aircraft as the sole operator, or a certificated Airframe and Powerplant mechanic properly qualified to taxi that particular type of aircraft, is attending the controls. In the case of helicopters, only a certified helicopter pilot shall attend the controls.

2.3.8 No aircraft shall cross an airport roadway or a public highway at the Air Terminal under its own power without permission of the Manager.

2.3.9 No aircraft shall be taxied into or out of hangar under its own power.

2.3.10 No aircraft shall be taxied, towed or otherwise moved at the Air Terminal between sunset and sunrise without illuminated position/navigation lights or similar lighting acceptable to the Manager.

2.4 PASSENGER BOARDING

No passenger shall enter or exit a single engine aircraft (except helicopters) until the engine has been shut down. No passenger shall enter or exit an aircraft having more than one engine until the engine(s) on the side of the aircraft where entry or exit is made has/have been shut down.

2.5 TAKEOFFS AND LANDINGS

2.5.1 Jet-assisted takeoffs shall not be made at the Air Terminal without in advance, obtaining the Manager's permission and notifying the Control Tower.

2.5.2 Practice aircraft landings or takeoffs shall not be made at the Air Terminal without the permission of the Air Traffic Control Tower.

2.5.3 A student pilot shall not takeoff or land at the Air Terminal without the prior permission of the Air Traffic Control Tower.

2.5.4 No aircraft shall use any part of the public landing areas not available for any cause. The boundaries of such areas will be marked with traffic cones by day and amber construction lights by night, and notice thereof will be given to the Air Traffic Control Tower by the Manager.

2.5.5 Aircraft landing at the Air Terminal shall make the landing runway available to others by leaving the line of traffic as promptly as possible.

2.6 PARKING AND STORAGE

2.6.1 Every Aircraft parked on a public ramp or apron area, public passenger ramp or apron area, or public cargo ramp and apron area shall have its position/navigation lights, or similar lighting acceptable to the Manager, illuminated between sunset and sunrise, except in areas designated by the Manager.

2.6.2 No person shall park an Aircraft or leave the same standing on a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area or operational area at the Air Terminal except at such places as may be prescribed by the Airport Operator. When in such an area, every aircraft shall be firmly tied to the ground by ropes and stakes, or method approved by the manager. The main landing wheels of every such aircraft shall be chocked with wheel blocks unless other procedures approved by the Manager are followed. Helicopters shall have braking devices and/or rotor mooring blocks applied to the rotor blades.

2.6.3 Upon direction from the Manager, the Operator of any Aircraft parked or stored at the Air Terminal shall move said aircraft from the place where it is parked or stored to any other designated place; if the operator refuses to comply with such direction, the Airport Operator may tow said aircraft to such designated place at the operator's expense, and without liability for damage which may result in the course of such moving.

2.7 AIRCRAFT DUMP VALVE TESTING

Aircraft dump valves shall be tested only in those areas designated for that purpose by the Manager.

2.8 AIRCRAFT ACCIDENTS/INCIDENTS

2.8.1 The pilot of any aircraft involved in any accident causing personal injury or property damage at the Air Terminal shall make a prompt and full report of said accident to the Manager, in addition to making any other reports required by law.

2.8.2 Subject to any instructions by the pertinent federal accident investigating authorities, the pilot or operator thereof shall be responsible for the prompt disposal of aircraft wrecked or disabled at the Air Terminal and parts of such aircraft, as directed by the Manager; in the event of the failure to comply with such directions or as necessitated by airport operations, such wrecked or disabled aircraft and parts may be removed by the Airport Operator at the operator's expense and without liability for damage which may result in the course of such removal.

2.9 TERMINAL FEES

2.9.1 All charges due for the use of the terminal shall be billed to the owner of the aircraft using the terminal unless payment is made to the Airport Operator at the time services are rendered.

2.9.2 The Manager may detain any aircraft for nonpayment of fees or charges owed to the Airport Operator.

3.0 SAFETY

3.1 GENERAL

No person in or upon the Air Terminal shall do or omit to do any act if the doing or omission thereof creates an unreasonable risk of harm to persons or property.

3.2 SMOKING

All regulations regarding smoking set forth elsewhere in the Airport Rules and Regulations are applicable to Teterboro Airport.

3.3 FIRE HAZARD

3.3.1 No person shall operate an oxy-acetylene torch, electric arc or similar flame or spark producing device on any part of the Air Terminal except in areas within leased premises designated for such use by the Manager, without first obtaining a Cutting and Welding Permit from the Manager. No such permit will be issued for such operations within an aircraft hangar or within any fuel storage area or fuel parking area, unless the work is required for the repair and maintenance of said hangars or areas.

3.3.2 No person shall start any open fires or any type, including flare pots, torches or fires in containers formerly used for oil, paint, or similar materials on any part of the Air Terminal without permission.

3.4 DE-ICING

Aircraft de-icing shall be performed in accordance with the Teterboro De-icing Program on file in the office of the Manager.

3.5 FIRE DETECTION/SUPPRESSION SYSTEMS

3.5.1 Fire extinguisher equipment at the Air Terminal shall not be tampered with at any time or used for any purpose other than firefighting or fire prevention. All such equipment shall be inspected in conformity with the National Fire Protection Association regulations. Tags showing the date of the last such inspection shall be left attached to each unit.

3.5.2 Heater valves, sprinkler valves and devices, blower motors or any other Air Terminal machinery or equipment shall not be tampered with at any time. No person other than an authorized Airport Operator employee or designee may turn heaters in public areas on and off or operate any other airport equipment, except in leased areas. In leased areas, only employees or designees of the lessee or the Airport Operator may perform these functions.

4.0 FUEL HANDLING

4.1 FUEL HANDLING OF AIRCRAFT

4.1.1 Aircraft fueling and/or defueling is prohibited while the engine of the aircraft being serviced is running or is being heated. Fuel shall be delivered or drained through hose and connections approved by the Underwriter's Laboratories, Inc.

4.1.2 Aircraft fuel handling at the Air Terminal shall be conducted at least fifty (50) feet from any hangar or other building, except where the location of underground fuel tanks presently installed requires such fuel handling closer to existing buildings or hangars.

4.1.3 Each tenant who is authorized to dispense fuel at the Air Terminal shall designate fueling areas for the fueling of all ramp vehicles.

4.1.4 Each tenant and/or aircraft operator is required to notify airport operations in the event of a fuel spill. All tenants and aircraft operators are responsible for responding to and cleaning up spills on his/her property and from his/her aircraft.

4.1.5 During fuel handling operations in connection with any aircraft at the Air Terminal, at least two twenty (20) pound or larger dry chemical fire extinguishers shall be immediately available for use in connection therewith.

4.1.6 During fuel handling in connection with any aircraft, no person shall operate any radio transmitter or receiver in such aircraft, or switch electrical appliances on or off in such aircraft, nor shall any person do any act or use any material which is likely to cause a spark within fifty (50) feet of such aircraft.

4.1.7 As per NFPA 407 2-1.4, surveillance radar equipment in aircraft shall not be operated within 300 feet of any fueling, defueling, servicing, or other operations in which flammable liquids, vapors, or mist may be present. Weather-mapping radar equipment in aircraft shall not be operated when the aircraft in which it is mounted is undergoing fuel servicing.

4.1.8 During fuel handling in connection with aircraft, no passenger or passengers shall be permitted to remain in such aircraft unless at least one qualified person trained in emergency evacuation procedures is at the door and a passenger ramp is in position if the same is required for the safe and rapid debarkation of passengers. Only personnel engaged in the fuel handling, or in the maintenance and operation of the aircraft being fueled or defueled shall be within fifty feet of the fuel tanks of such aircraft during the fuel handling operations.

4.1.9 Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.

4.1.10 No person shall start the engine or engines of any aircraft when there is gasoline or any type of fuel on the ground under the aircraft. In the event of the spillage of gasoline or any type of fuel, no person shall start an aircraft engine in the area in which the spillage occurred, even though the spillage may have been cleaned up, until the Airport Manager has granted permission for the starting of engines in the area.

4.1.11 Unless otherwise provided in a lease or other agreement, all operators of aircraft who receive, and all persons who supply, aviation fuel and lubricating oil at the Air Terminal, shall use only these aviation fuel storage and delivery facilities designated and approved by the Manager for such use.

4.2 BONDING

During all fuel handling operations in connection with any aircraft at the Air Terminal, the aircraft and the fuel dispensing or draining apparatus shall be bonded by wire to prevent the possibility of static ignition of volatile liquids.

4.3 FUELING OF OTHER VEHICLES

4.3.1 The transfer of bulk aircraft or commercial fuel from one vehicular tender into another is prohibited within the boundaries of the Air Terminal.

4.3.2 Automotive and ramp equipment shall be refueled only at refueling stations and from dispensing devices approved by the Manager for such use.

5.0 VEHICLES

5.1 GENERAL

5.1.1 All vehicular traffic on or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Areas must at all times comply with any lawful order, signal or direction. When such traffic is controlled by traffic lights, signs, mechanical or electrical signals, or pavement markings, such lights, signs, signals and markings shall be obeyed.

5.1.2 No vehicle shall be operated in or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, or Public Aircraft Parking and Storage Area in a manner at a speed which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic or habit-forming drug or any substance which affect the ability of the driver to operate the vehicle safely or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

5.1.3 No motorized vehicle shall be operated in or upon a Public Vehicular Parking Area or roadway unless (1) the driver thereof is duly authorized to operate such vehicle in New Jersey, and (2) such vehicle is registered in accordance with the provisions of the law of New Jersey.

5.2 EQUIPMENT REQUIREMENTS

All equipment shall comply with Port Authority Rules & Regulations governing the use of such equipment on airport property as further described in the Ground Vehicle Specifications, attachment B.

5.3 VEHICLES ENTERING THE PUBLIC LANDING AREA

All vehicles operating on the public landing area shall obtain clearance from the control tower before entry thereon. Between the hours of sunrise and sunset, such vehicles shall have a radio receiver in operation, and shall display a yellow flashing beacon, or a checkered flag, not less than three feet square, of international orange and white, the checks being at least one square foot on each side; between the hours of sunset and sunrise, such vehicles shall have a radio receiver in operation and a yellow flashing beacon shall be displayed.

5.4 SPEED LIMITS

Vehicles at the Air Terminal shall be operated in strict compliance with speed limits as indicated by posted traffic signs. Except as indicated by such signs, no vehicle shall exceed the speed of fifteen (15) miles per hour; and no vehicle shall exceed (5) miles per hour within 50 feet of an aircraft or on the Public Ramp and Apron Area, Public

Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, and Public Aircraft Parking or Storage Area.

5.5 TAXICABS/LIMOUSINES

The following vehicles are not permitted on the AOA without the permission of the Manager: Limousines, Taxis, Delivery Vehicles, Busses, Vans, Postal/Mail Package Delivery Vehicles and any other service/transportation vehicles which are not owned or operated by the tenant and used in the course of doing business. Personal vehicles are not permitted on the airside.

5.6 PARKING

5.6.1 No person shall park a vehicle or permit the same to remain halted on a public vehicular parking area, operational area, fuel storage area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area, except at such places and for such periods of time as may be prescribed or permitted by the Manager. No aircraft refueling vehicle shall be parked within 50 feet of a building or hangar other than a refueling service-shop or within 10 feet of any other aircraft refueling vehicle.

5.6.2 No person shall stop or park a vehicle:

(a) In front of a driveway
(b) Within a bus stop safety zone or taxicab zone, except vehicles authorized to use such areas.
(c) In other than leased or authorized areas for the purpose of washing, greasing or repairing a vehicle, except repairs necessitated by an emergency.
(d) On the roadway side of any stopped or parked vehicle (double parking).
(e) Within 15 feet of a fire hydrant.
(f) Other than in accordance with restrictions posted on authorized signs.

5.6.3 No person shall park a vehicle within any public vehicular parking area except upon the payment of such parking fees and charges as may from time to time be prescribed.

5.6.4 The Manager shall have authority to detain vehicles parked in Air Terminal vehicular parking areas for non-payment of parking charges. Such fees may be paid under protest and a claim may be asserted for refund pursuant to applicable law.

5.7 VEHICLE COLLISIONS

The driver of any vehicle involved in a collision on a public vehicular parking area, operational area, fuel storage area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area which results in injury or death to any person or

damage to any property shall immediately stop such vehicle at the scene of the accident, and give his/her name, address, and operator's license and vehicle registration number to the owner or operator of any damaged property, to any person injured, to the Manager, or to any police officer or witnesses of the injury. The operator of such vehicle shall make a report of such accident in accordance with the law of the State of New Jersey.

5.8 DRIVER TRAINING

Any and all persons who operate a vehicle(s) on any area of the Air Terminal may be required to successfully complete a driver training course as specified by the Manager.

6.0 MISCELLANEOUS

6.1 GENERAL

No person shall interfere or tamper with any aircraft at the Air Terminal, or start the engine of such aircraft without the operator's consent.

6.2 FOREIGN OBJECT DEBRIS (F.O.D.) CONTROL

Each tenant and aircraft operator shall maintain their respective ramp and facility in a clean and orderly manner. Each tenant shall control and prevent foreign object debris and ensure safety during all aspects of ramp operations.

6.3 RAMP ACCESS

6.3.1 No person shall travel on any portion of the Air Terminal except upon the roads, walks or places provided for the particular class of traffic; nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.

6.3.2 No person shall enter any restricted area of the Air Terminal posted as being closed to the public without permission except persons assigned to duty therein who have been issued a Teterboro Airport Identification Badge, or are authorized representatives of the Port Authority or its designee. The Airport Manager reserves the right to determine who is required to obtain identification badges.

6.3.3 No person shall enter upon the Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area or the Public Cargo Ramp and Apron Area of the Air Terminal without permission except persons assigned to duty therein, authorized representatives of the Port Authority or the Airport Operator, or passengers and crews entering upon the public ramp and apron areas for purposes of embarkation or debarkation.

6.3.4 No person shall enter any Port Authority Operated Area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, or Public Cargo Ramp and Apron Area of the Air Terminal with any animal except

a "seeing-eye" dog, or other service animal, or one properly confined for shipment. Animals may be permitted in other areas of the Air Terminal if on a leash or confined in such a manner as to be under control.

6.3.5 The following areas and portions of the Air Terminal operated by the Airport Operator shall be available for use for the following purposes; and such areas and portions of the Air Terminal may be used by members of the traveling public, by aircraft operators (and by officers and employees of aircraft operators), and by other persons, only for such purposes. The use of such areas and portions of the Air Terminal for any other purpose is forbidden; and any right, permit, license or permission, express or implied, to enter upon, pass through, or otherwise use any such areas or portions of the Air Terminal is subject to the conditions that they shall be used only for such purposes, and in the event any person shall use or attempt to use such areas or portions of the Air Terminal for any other purpose or purposes, or shall use the same for an authorized purpose but in a disorderly manner, then any right, permit, license or permission theretofore granted to persons to use such areas or portions of the Air Terminal for any purpose whatsoever shall forthwith cease and terminate without further action by the Airport Operator.

6.4 ENPLANING AND DEPLANING

Passengers shall not be permitted to enplane or deplane except in the presence of authorized personnel of the aircraft operator.

6.5 DEFACING, DAMAGING, ETC., TERMINAL OR PROPERTY

No, person shall deface, mark, break, or otherwise damage any part of an Airport, or any property therein.

6.6 NON-COMMERCIAL EXPRESSIVE ACTIVITY

6.6.1 No person shall engage in the continuous or repetitive distribution of flyers, brochures, pamphlets, books or any other printed or written material in any area of the Air Terminal other than the sidewalk adjacent to Moonachie Avenue.

6.6.2 Any person engaging in activity pursuant to Section 6.6.1 shall notify the Manager or his designee in person not less than 24 hours prior to the commencement of such activity.

6.6.3 No Person engaging in non-commercial expressive activity pursuant to Section 6.6.1.

(a) The intentional touching of any person without his or her consent.

(b) The performance of any ceremony, speech, song, carrying of any sign or placard, or other such activity which constitutes a danger to [persons or property, or which interferes with the use of the sidewalk or adjacent roadway or parking area, or cleaning, maintenance, repair or construction operations.

(c) The intentional leaving of any brochure, flyer, or any other item intended for distribution unattended.

6.7 AIRCRAFT MAINTENANCE AND CLEANING

Cleaning of or otherwise maintaining aircraft shall be accomplished only in areas designated for that purpose by the Manager.

6.8 CONSTRUCTION

All construction must be conducted in accordance with all applicable local, state and federal regulations and with the prior approval of the Manager.

7.0 TANK VEHICLES

7.1 REGISTRATION AND INSPECTION

7.1.1 No tank vehicle shall be used for transportation of flammable liquids within the Air Terminal unless registered, inspected and approved by the Airport Operator.

7.1.2 Every application for registration, inspection or reinspection of such tank vehicle shall be made upon forms prescribed and furnished by the Airport Operator accompanied by a detailed, authorized statement of the tank vehicle operator certifying compliance with the provision of these rules and regulations.

7.1.3 Vehicles shall be submitted for registration and inspection prior to their use upon the Air Terminal and shall be submitted for reinspection every six months thereafter.

7.1.4 The Manager reserves the right to inspect all Tank Vehicles operating on the Air Terminal, and to issue registration and inspection certificates therefore, quarterly. The Manager may also require display of such certificates on or in all tank vehicles.

7.2 OPERATION

VEHICLE MOTORS

Motors of tank vehicles shall not be run during cargo tank filling, making or breaking filling connections, or during fuel handling system repairs. The propulsion motor for refueling service vehicles shall not be run during fuel transfer or, making or breaking of hose connections.

8.0 PUBLIC LANDING AREA

8.1 SCHEDULE OF CHARGES FOR THE USE OF PUBLIC LANDING AREA

The operators of any aircraft using the public landing area at Teterboro Airport, except pursuant to the terms of a lease or other agreement with The Port Authority of NY& NJ or the Airport Operator, shall pay for such use at the rate(s) established by the Manager. The schedule of charges for Teterboro Airport is published as a separate document by The Port Authority NY&NJ.

8.2 FREE USE OF PUBLIC LANDING AREA

Notwithstanding the provisions of any Schedule of Charges heretofore adopted for the use of Teterboro Airport, no charge shall be made for the use of such Air Terminal by the following aircraft:

8.2.1 Aircraft owned, leased or chartered by the agencies of the following governmental entities:

a. The United States of America provided, however, that during any calendar month;

1) The total number of movements (counting each landing as a movement and each takeoff as a movement) of such government aircraft does not exceed 300. For each landing after the 300th movement, the standard landing fee will be charged, as stated in Section I. Public Landing Area Charges, and

2) The gross accumulative weight of such government aircraft (the total movements multiplied by gross certified weights of such aircraft) does not exceed five million pounds.

b. The State of New York and their agencies.

c. The State of New Jersey and their agencies.

d. States other than New York and New Jersey and their agencies with whom the Port Authority has entered into reciprocal fee-waiver agreements applicable to fees at Teterboro Airport.

e. Local governmental agencies within the Port District.

f. Any local governmental agency, when there is a reciprocal fee waiver agreement applicable to fees at Teterboro Airport between that agency and The Port Authority of New York and New Jersey.

8.2.2 Aircraft owned, leased or chartered by the Port Authority of New York and New Jersey.

8.2.3 Aircraft operated under orders of the Civil Air Patrol when engaged in the execution of official airport search and rescue missions or in officially ordered practice aircraft search and rescue missions.

9.0 NOISE ABATEMENT RULES AND REGULATIONS

9.1 PREFACE

Sections 9.1 - 9.7.2 of these Rules and Regulations predate the Airport Noise and Capacity Act of 1990 (ANCA)

9.1.1 FIRST VIOLATION-shall mean the first violation of the MNL-based noise standard by an individual aircraft.

9.1.2 MAXIMUM NOISE LEVEL-shall mean the maximum level of a noise event, measured in dB(A).

9.1.3 MNL-shall mean Maximum Noise Level.

9.1.4 OPERATIONS-shall mean operations by Stage Two Low Bypass Ratio airplanes.

9.1.5 PART 36 OF THE FEDERAL AVIATION REGULATIONS OR PART 36-shall mean 14 C.F.R., Part 36, including noise levels under Appendix C of that Part.

9.1.6 SECOND VIOLATION-shall mean the second violation of the MNL-based noise standard by an individual aircraft.

9.1.7 STAGE TWO, LOW BYPASS RATIO AIRPLANE-shall mean an airplane that complies with the noise levels prescribed in Sections C36.5(a)(2) of Appendix C of Part 36, or in Chapter 2 of Annex 16 (including use of applicable tradeoff provisions), and which is powered by jet engines with a bypass ratio of 3.0 or less.

9.1.8 STAGE TWO, LOW BYPASS OPERATIONS-shall mean operations by Stage Two, Low Bypass Ratio Airplanes.

9.1.9 STAGE THREE AIRPLANE-shall mean an airplane that complies with noise levels prescribed in Section C36.5(a)(3) of Appendix C of Parr 36, or in Chapter 2 of Annex 16 (including use of applicable tradeoff provisions), and which is powered by jet engines with a bypass ratio of 3.0 or less.

9.1.10 STAGE THREE OPERATIONS-shall mean operations by Stage Three Airplanes.

9.1.11 THIRD VIOLATION-shall mean the third violation of the MNL-based noise standard by an individual aircraft.

9.2 GENERAL

9.2.1 Aircraft operating at Teterboro Airport must abide by the applicable noise rules, as defined in the following paragraphs. Airport noise rules are based upon maximum noise lever (MNL) and Federal Aviation Regulations (FAR) Part 36 noise level classification.

a) No jet powered aircraft may operate at Teterboro Airport without prior approval of the Airport Manager.

b) No aircraft may operate at Teterboro Airport if such operations shall result in emitted noise above levels prescribed by the Airport Rules and Regulations.

c) No operations by subsonic Stage Two, low bypass, jet aircraft, exceeding 75,000 pounds maximum certified take-off gross weight (MTOGW), may be planned or scheduled at the airport between the hours of 12:00 midnight and 6:00 a.m.

d) Effective May 1, 2002, no operations of Stage I Aircraft will be permitted at anytime (24 hours) at Teterboro Airport.

9.3 APPROVAL TO OPERATE JET AIRCRAFT

9.3.1 In order to use Teterboro Airport, all operators of jet powered aircraft must complete and submit to the Airport Manager, a form entitled "*Request To Operate Jet Powered Aircraft Into Teterboro Airport"*.

9.3.2 This form must be completed and submitted by the aircraft owner or operator either before the first operation by any jet powered aircraft or prior to the first departure by such aircraft. If the form has not been completed and submitted prior to the first arrival at Teterboro Airport, the Captain of the arriving aircraft shall contact the duty Airport Operations Supervisor to request a copy of the form.

9.3.3 Upon presentation of the "Request To Operate" form to the Captain, the Airport Operations Supervisor shall provide information to such persons regarding the Teterboro Airport noise regulations.

9.3.4 Approval must be obtained for each jet powered aircraft the owner or operator plans to operate at Teterboro Airport. Owners or operators may gain approval for more than one aircraft during initial contact with airport management.

9.3.5 Aircraft owners or operators shall advise Teterboro Airport management any time that they have sold, or are no longer in direct control of, an aircraft which has been approved by airport management under the process provided for in these Noise Abatement Rules and Regulations.

9.4 MAXIMUM NOISE LEVELS

9.4.1 NOISE LIMITS

Takeoffs will be permitted only if they are so planned and conducted that the MNL, as measured on the ground by the Airport Noise Monitoring System, will not exceed the following:

a) Runway 24:
Between the hours of 2200 and 0700 local times - 80 dB(A). At all other times - 90 dB(A).

b) All Other Runways:
Takeoffs from all other runways and helicopter routes originating at the Airport may not exceed 95 dB(A).

9.4.2 VIOLATIONS

a) Whenever an aircraft operation has resulted in emission of a sound level above the prescribed limit, the Airport Manager shall issue a noise violation notification. Such notification shall be mailed, via certified or registered mail, to the address given by the owner or operator on the "Request To Operate Jet Powered Aircraft Into Teterboro Airport" form, or to the registered owner/operator (in the case on non jet aircraft). Failure on the part of the aircraft operator to receive such notification shall not be cause for dismissal of the violation.

b) A record of First Violations and Second Violations shall be kept for two years (from the date of the violation). Upon the second anniversary of the First Violation or Second Violation, the record of that violation shall be expunged. If a record of a Second Violation exists when the record of a First Violation is expunged, the Second record of the Violation shall revert in status to a record of First Violation. Any downgraded violation record shall be expunged on the second anniversary of its original date of occurrence.

c) Aircraft that have three (3) recorded MNL violations shall not be permitted to operate at Teterboro Airport.

9.4.3 EXEMPTIONS

a) Upon prior approval of the Airport Manager, operators may conduct up to two flight tests on any one aircraft at Teterboro Airport. These tests may be conducted for the purpose of evaluating noise abatement procedures. Permission for such tests will not be granted if there is a record of a Second Violation for the aircraft involved.

b) If Runway 19 is officially closed, by NOTAM, the applicable MNL for Runway 24 shall be 95 dB(A).

c) If the cross-wind component existing at the time of an intended Runway 19 takeoff exceeds the maximum allowable cross-wind component as listed in the operator's handbook for the aircraft being used, the applicable MNL for Runway 24 shall be 95 dB(A).

d) Exemptions may be granted by the Airport Manager, in his or her discretion, in cases where, due to circumstances that could not have been foreseen prior to departure, noise abatement procedures were abandoned in order to assure safety of flight.

9.4.4 APPEALS

a) Operators may appeal the assessment of a MNL violation. Letters of appeal must be received by the Airport Manager within thirty (30) days of the date that the violation notification was received by the operator.

b) Letters of appeal should clearly state the specific ground upon which the appeal is based. Mitigating circumstances must be verifiable and documented.

c) Letters of appeal may be reviewed by the Teterboro Airport Noise Abatement Advisory Committee (TANAAC), in which case the Advisory Committee may, in its discretion provide comments on the appeal letter to the Airport Manager, within ninety (90) days of the receipt of the appeal letter. The Airport Manager, with or without the advice of TANAAC, shall render a decision concerning the appeal. The decision of the Airport Manager shall be final.

d) All violation records shall remain in effect until a decision on such appeal has been rendered by the Airport Manager. If the violation is overturned by the Airport Manager on appeal the record of violation shall immediately be expunged.

9.5 REMOTE NOISE MONITOR LOCATIONS

9.5.1 Remote Monitoring Site (RMS) locations are depicted on the Teterboro Airport Minimum Sound Tracks chart, available at the Airport Operations Office, 399 Industrial Avenue, Teterboro, NJ 07608, (201)288-1775.

9.5.2 FIXED RMS LOCATIONS ARE AS FOLLOWS:

RMS#1: Carlstadt - Corner of Berry Street and 7th Avenue, 1.9NM from the normal brake release point at Runway 24 threshold.

RMS #2: Hasbrouck Heights - Hamilton Avenue across the street from the Municipal Building, 0.7NM west of the west boundary of the airport.

RMS#3: Hackensack - Roof of the Hackensack Medical Center, 2.5NM from the normal brake release point at Runway 01 threshold.

RMS#4: Hackensack - Park Street, 300 feet North of Central Avenue, 1.8NM north of the northern boundary of the airport.

RMS#5: Bogota - In the yard of the Bogota High School, 2.8 NM from the normal brake release point at Runway 06 threshold.

RMS#6: Moonachie - Joseph Street, 0.4NM east of Runway 01/19.

9.6 STAGE TWO OPERATIONS

Noise Rule

No operations by subsonic Stage Two, Low Bypass jet aircraft, exceeding 75,000 pounds maximum certified take-off gross weight (MTOGW), may be planned or scheduled at the airport between the hours of 12:00 midnight and 6:00 a.m.

Operators that violate the 12:00 midnight to 6:00 a.m. restriction may lose all operating privileges at Teterboro Airport, in the discretion of the Airport Manager.

9.7 AIRCRAFT/ENGINE MAINTENANCE RUN-UPS

9.7.1 The procedure listed below shall be followed by all persons who engage in aircraft/engine maintenance run-ups.

a) Jet and turbine engine aircraft run-ups are prohibited on ramp areas. Piston powered aircraft, when positioned away from buildings and vehicles, may be conducted on ramp areas. Caution should be exercised in order to prevent undue noise and prop blast on airport tenant areas. Aircraft shall not be positioned so that propeller slip-stream or engine exhaust is directed at spectators, personnel, hangars, shops or other buildings in such a manner as might cause personal injury, property damage or the activation of sprinkler systems and/or fire detection systems.

b) Prior to conducting a maintenance run-up, including piston powered aircraft run-up on ramp areas, the operator shall provide the following information to Airport Operations, at 288-1775.

1. Operator name
2. Aircraft owner
3. Type of aircraft
4. Aircraft registration number
5. Whether aircraft will be escorted to run-up area
6. Total expected time of run-up operation
7. Engine power settings anticipated and approximate period of time at stated settings.
8. Reason for engine run-up
9. Run-up area requested

c) All maintenance run-ups shall be conducted between the hours of 8:00 a.m. and 8:00 p.m., Monday through Saturday, or between the hours of 12:00 p.m. and 6:00 p.m. on Sundays. In an emergency, the Airport Manager, in his or her discretion, may approve maintenance run-ups during other hours -- on a case-by-case basis. Run-up hours may be adjusted, at the discretion of the Airport Manager, if the noise impact on the local community so warrants.

d) All aircraft operators conducting a maintenance run-up must maintain a listening watch on the Teterboro Ground Control frequency (121.9 MHz), or alternate frequency assigned by Air Traffic Control if the aircraft is equipped with only one aeronautical communications radio. If the aircraft is equipped with dual aeronautical radios, listening watch shall be maintained on both Teterboro Ground Control and ARINC (130.575 MHz).

e) Although it is recognized that, under certain wind conditions, operators may favor aircraft headings other than the preferred headings, the Airport Manager reserves the right to reposition aircraft and/or terminate

maintenance run-ups. Preferred run-up areas and aircraft headings are as follows:

1) Taxiway Golf at east extension. Preferred headings are 010 degrees and 190 degrees.

2) Holding area adjacent to Taxiway Alpha (between Runways 19 and 24). Preferred location is as close to Runway 19 as possible on a heading of 190 degrees.

9.7.2 These regulations are set forth in order to provide maximum possible relief to residents of the communities surrounding Teterboro Airport. While the Airport Manager recognized the need for maintenance run-ups to ensure safety of flight, the Airport Manager asks all aircraft operators to carefully consider the impact of noise on our neighbors and plan run-up activities accordingly.

9.8 STAGE ONE OPERATIONS

Effective May 1, 2002, no operations of subsonic Stage I aircraft are permitted. For the purposes of this section, Stage I aircraft shall have the same meaning as the definition in Part 36 of the Federal Aviation Regulations.

STEWART INTERNATIONAL AIRPORT

XVII. STEWART INTERNATIONAL AIRPORT

1.0 GENERAL

1.1 CONDITIONS OF ACCESS

1.1.1 Use of any area or portion of an Air Terminal in a manner contrary to law or a manner contrary to the Airport Rules and Regulations may result in a withdrawal of permission to enter or remain in such air terminal by the Port Authority. *{Ref: PANYNJ R & R Chapter I, paragraph B1}*

1.1.2 Nothing herein contained shall be construed to limit the use of any area or portion of any air terminal by officers or employees of the Port Authority, or by Port Authority contractors, or to prevent any Police Officer, Fire Officer or other public officer or employee from entering upon any part of the air terminal when properly required so to do in the performance of his official duties. *{Ref: PANYNJ R & R Chapter I, paragraph B2}*

1.1.3 The Port Authority may prohibit any conduct that violates any requirement for, or condition of, the receipt of federal grant in aid funds, the approval of the imposition of Passenger Facility Charges, or any other governmental program in which the Port Authority participates to obtain funds for use at an Airport. *{Ref: PANYNJ R & R Chapter I, paragraph B3}*

1.1.4 Permission to use Airport land, terminals, buildings, structures, parking lots, on-airport buses or rail systems may be denied to or withdrawn from persons who violate Port Authority Rules and Regulations, applicable laws, ordinances or regulations of other government bodies or for such other reason as may be permitted by law. *{Ref: PANYNJ R & R Chapter III, paragraph A}*

1.2 COMMERCIAL ACTIVITY

Commercial activity at locations in Port Authority Air Terminals is subject to the following conditions and restrictions:

1.2.1 Compliance with Rules & Regulations

Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons, to enter upon or use any air terminal or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at such air terminal, persons doing business with the Port Authority, its lessees, sub-lessees and permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with the Port Authority Rules and Regulations. *{Ref: PANYNJ R & R Chapter XV, paragraph A1}*

1.2.2 Port Authority Consent

No person shall carry on any commercial activity at any Air Terminal including, but not limited to, the sale of merchandise or services, without the consent of the Port Authority. *{Ref: PANYNJ R & R Chapter XV, paragraph A2}*

1.2.3 Vending Machines

No vending machines for the sale of goods shall be permitted in the public areas of Stewart International Airport that is not occupied by a lessee, licensee or permittee, unless permitted to do so by the General Manager, or the designee thereof. This prohibition shall not apply to vending machines in restrooms selling personal hygiene items. *{Ref: PANYNJ R & R Chapter XV, paragraph A3}*

1.2.4 Sightseeing Flights

No person shall conduct sightseeing flights at any Air Terminal except under permit from the Port Authority. By sightseeing flights is meant flights on which passengers are carried for hire, and which originate and terminate at the same terminal with no intermediate stops other than emergency stops. *{Ref: PANYNJ R & R Chapter XV, paragraph A4}*

1.2.5 Storage of Cargo & Property without Permission

No person shall use any area of an Air Terminal for storage of cargo or other property without permission of the General Manager, or the designee thereof. If, notwithstanding the above prohibition, a person uses such areas for storage as aforesaid, without first obtaining such permission, then the General Manager, or the designee thereof, shall have authority to order the cargo or other property removed or to cause the same to be removed and stored at the expense of the owner or consignee thereof, without liability for damage thereto arising from or out of such removal or storage. *{Ref: PANYNJ R & R Chapter XV, paragraph A5}*

1.3 PARKING *{Ref: PANYNJ R & R Chapter XV, paragraph A6}*

Unless otherwise provided in a lease or other agreement, no person shall use any area of an Air Terminal (other than the public aircraft parking and storage areas), for parking and storage of aircraft without permission of the General Manager, or the designee thereof. If, notwithstanding the above prohibition, a person uses such areas for parking or storage as aforesaid, without first obtaining such permission, then the General Manager, or the designee thereof, shall have authority to order the aircraft removed or to cause the same to be removed and stored at the expense of the owner thereof, without liability for damage thereto arising from or out of such removal or storage.

1.4 OPERATIONAL REQUIREMENTS

1.4.1 All persons Operating aircraft at the Airport shall do so in compliance with Stewart International Airport's noise abatement procedures.

1.4.2 The General Manager's, or the designee's thereof, waiver of any rule, regulation contained in these Rules and Regulations for any person will not be deemed a waiver of such condition for any other person.

2.0 AIRPORT SECURITY *{Ref: PANYNJ R & R Chapter II}*

2.1 ADHERENCE TO SECURITY REGULATIONS AND PROCEDURES

All persons entering an Air Terminal shall comply with all applicable security regulations and procedures. The Port Authority complies with or requires compliance with 49 CFR, Chapter XII, Parts 1540 and 1542, with the exception of Teterboro Airport established separately by the Teterboro Airport Manager. All amendments to the regulations listed above are to be complied with as requested by the Transportation Security Administration.

2.2 MANAGER'S RIGHT TO RESCIND ACCESS

The General Manager, or the designee thereof, shall have the right to rescind permission for the use of any access control device and confiscate any Airport ID previously given to any individual for any lawful reason, including but not limited to violations of airport security and violations of Airport Rules and Regulations.

2.3 VALID IDENTIFICATION AND ESCORT REQUIREMENTS

No person may enter or be in the Airport Operations Area (AOA) or Security Identification Display Area (SIDA) unless he or she is:

a. Displaying a valid Airport ID indicating that he or she has unescorted access privileges; or,
b. In the case of a location subject to an Exclusive Area Agreement, which allows the use of an Air Carrier ID for limited access to the AOA or SIDA, displaying a valid approved Air Carrier ID; or,
c. in the case of aircraft crewmembers, dressed in the full uniform of his/her company, displaying a photo ID issued by an authorizing airline; or,
d. in the case of an FAA Aviation Safety Inspector conducting his/her assigned duties, displaying an FAA Form 8000-39 with photograph; or,
e. under the escort of an individual not employed by the same company as the person being escorted who has a valid Airport Operator Identification Card indicating that he or she has unescorted access privileges and privileges to escort others.

2.4 FLIGHT CREWS

2.4.1 Flight crewmembers may, when wearing a valid ID as noted herein, dressed in the full uniform of his/her company, and when performing the duties of their flight crew assignment, have unescorted access to certain areas of the AOA or SIDA only:

a. To travel directly from the terminal building to the aircraft to which they are assigned and/or,

b. to perform necessary assigned flight checks on an aircraft, but only while remaining within 25 feet of that aircraft; and,

c. no unnecessary diversions are made when traveling as described in a. and b. above.

2.4.2 If any flight crewmember requires access to the AOA or SIDA for reasons other than those stated herein, or if it is impossible for a flight crewmember to follow the regulations as stated herein, an escort is required.

2.5 DISPLAYING VALID IDENTIFICATION

While in the AOA or SIDA, individuals who are not under escort must display the approved ID in full view, above waist level, on their outermost garment. Such approved ID must be presented upon demand in response to a challenge made pursuant to paragraph 2.8 below.

2.6 AIRPORT IDENTIFICATION (ID) RESPONSIBILITIES

2.6.1 Caring for Airport ID

It is the responsibility of the individual to whom an Airport ID is issued to secure and care for that card. An expired, mutilated, defaced, misused and invalidated identification card will be confiscated and/or suspended and/or revoked.

2.6.2 Reporting the Misuse of Airport ID

It is the responsibility of every individual to whom an Airport ID has been issued to report any one displaying an expired, mutilated, defaced, or otherwise invalid Airport ID to the SWF Airport Operations Office without unreasonable delay.

2.7 ESCORT PROCEDURES

2.7.1 Escorting People

The required procedure for escorting people on the AOA or SIDA is to accompany and supervise any individual who does not have unescorted access authority in a manner sufficient to take action should the individual engage in activities other than those for which the escorted access is granted. While under escort, the person being escorted must continuously be within the line of sight of the person performing the escort. Escorting of people will be conducted for business purposes only.

2.7.2 Escorting Vehicles

Vehicles without a valid SWF Ramp Permit, and drivers who do not have an Airport ID with driver privileges, must be escorted while on the AOA by an individual who:

(i) possesses a valid Airport ID with driver and escort privileges, and

(ii) uses a vehicle that is in full compliance with these Rules and Regulations.

(iii) The operator of an escorting vehicle shall remain in close proximity to an escorted vehicle until the escorted vehicle leaves the AOA.

2.8 RESPONSIBILITY TO CHALLENGE

It is the responsibility of every individual issued an Airport ID that allows unescorted access to the AOA or SIDA:

2.8.1 To challenge the authority or purpose of a person without proper escort who attempts to enter the AOA or SIDA and who is not displaying a valid Airport ID that allows that person access to the area, and to prevent him or her from entering the AOA or SIDA if that individual does not offer valid Airport ID, or to report the incident to the SWF Airport Operations Office as soon as possible while attempting to keep the individual within view; and,

2.8.2 To challenge the authority or purpose of a person who is in the AOA or SIDA and who is not displaying a valid Airport ID that allows access to the area, and escort him or her from the AOA or SIDA if that individual does not offer a valid Airport ID, or to immediately report the incident to the SWF Airport Operations Office as soon as possible while attempting to keep the individual within view.

2.9 FIREARMS, EXPLOSIVES, MUNITIONS AND PYROTECHNICS

No person shall carry any firearms, explosives, munitions, or pyrotechnics into the SIDA or AOA except:

2.9.1 Persons authorized to do so by an Airport ID with the appropriate privileges issued by the SWF Airport Operations Office; or,

2.9.2 Persons under escort by SWF Airport Operations staff; or,

2.9.3 Persons authorized by the General Manager, or the designee thereof, to use firearms, explosives, munitions, and pyrotechnics for animal control activity at the Air Terminal or in the AOA.

2.10 EMPLOYMENT OF SECURITY SERVICES

Anyone who employs any person, company or corporation for the purpose of providing security services at an air terminal shall notify the General Manager, or the designee thereof, of the nature of such services. Such person must also furnish the name, business address, and telephone number of such person, company or corporation to the General Manager, or the designee thereof, together with a copy of the license or other government authorization of such person, company, or corporation as may be required to perform such service in the city and state in which the Airport is located.

2.11 VEHICLES AND DRIVERS

All vehicles operating on the AOA, except those vehicles under escort according to the procedures required by these Rules & Regulations, must display a valid SWF Ramp Permit and must be operated by an individual who is authorized to drive on the AOA. AOA driver privileges will not be granted unless the applicant possesses a valid state driver's license from their state of residence, and has successfully passed the Port Authority approved airport specific Airfield Driver Training Course.

2.12 OTHER SECURITY PROCEDURES

Employees will adhere to all other security procedures issued by the Transportation Security Administration, General Manager, or the designee thereof, and all security procedures and obligations, as applicable and outlined in the Airport Security Program, Exclusive Area Agreements, Guard Post Instructions and Building Security Plans. Applicable security procedures and obligations are available on a need to know basis in the General Manager's, or the designee's thereof, Office. The following items may not be allowed into the sterile area: Knives of any kind, including steak knives and pocketknives. Rounded blade butter knives and plastic knives are permitted for use by restaurant employees and patrons. Cutting instruments of every kind including carpet knives, box cutters and other folding or retractable blades, regardless of blade length or composition, even those less than four inches, whether metallic or non-metallic.

3.0 AIRCRAFT

3.1 GENERAL

3.1.1 No Aircraft shall be operated at an Air Terminal in a manner which creates an unreasonable risk of harm to persons or property, or while the pilot, or other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic or habit-forming drug, or any substance which impairs, impedes, or otherwise affects the ability of such person(s) to safely operate the Aircraft, or while such Aircraft is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property. *{Ref: PANYNJ R & R Chapter VIII, paragraph A}*

3.1.2 The pilot or other person aboard engaged in the operation of any Aircraft (except when subject to the direction or control, for ground movement purposes, of the Federal Aviation Administration or other Federal agency) being operated at any Air Terminal must at all times comply with any lawful order, signal or direction of an authorized representative of the Port Authority. When operation of such aircraft is controlled by lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings, shall be obeyed unless an authorized representative of the Port Authority directs otherwise. *{Ref: PANYNJ R & R Chapter VIII, paragraph B}*

3.1.3 The General Manager, or the designee thereof shall have authority to deny the use of an Air Terminal to any Aircraft or pilot violating Port Authority or Federal regulations, whether at such Air Terminal or elsewhere. *{Ref: PANYNJ R & R Chapter VIII, paragraph D}*

3.1.4 Operators shall obtain prior permission from the General Manager, or the designee thereof, before conducting the following activities at the Airport:

a. Motorless Aircraft – Gliders, sailplanes or any other certificated or non-certificated motorless aircraft shall not land upon, or take-off from the Airport without prior written permission of the Airport Operator.

b. Ultralight Vehicles – Ultralight vehicles shall not land upon, or take off from the Airport without prior permission of the Airport Operator.

c. Lighter-than-Air Aircraft – Airships, dirigibles, and other certificated lighter-than-air aircraft shall not land upon, moor or take-off from the Airport without prior written permission of the Airport Operator.

d. Banner or Glider Towing – No person shall tow banners, gliders, or any other device to or from the Airport without prior written permission of the Airport Operator.

e. Formation Landings or Take-Offs – No person shall land upon or depart from the Airport in a formation or two or more aircraft without prior written of the Airport Operator.

f. Parachute Drop – No person shall conduct a parachute drop on Airport property without prior written permission

3.1.5 When informed of an emergency by FAA, Port Authority or other party, all Aircraft shall clear active runways and shall hold their positions unless otherwise directed by the Air Traffic Control Tower. *{Ref: PANYNJ R & R Chapter VIII, paragraph G}*

3.2 TAXIING, TOWING AND STARTUP

3.2.1 Aircraft shall not be positioned, started or taxied so that propeller slipstream, jet engine exhaust blast or rotor down-wash may cause injury to persons, or damage to property, or where it may generate turbulence across taxiways, runways, vehicle service roads, or heliport areas, so as to endanger the safety of operations on an Air Terminal. If it is impossible to taxi Aircraft without compliance with the above, then the engine or engines must be shut off and the Aircraft towed. *{Ref: PANYNJ R & R Chapter VIII, paragraph U1}*

3.2.2 Except for helicopters, no person shall start an Aircraft engine at an Air Terminal unless there is a qualified attendant standing by outside the Aircraft with a twenty-pound or larger dry chemical fire extinguisher, or unless the engines are equipped with their own fire control system. With regard to helicopters, the engine starting procedure shall be in a manner acceptable to the General Manager, or the designee thereof. *{Ref: PANYNJ R & R Chapter VIII, paragraph U2}*

3.2.3 No Aircraft shall be started, run or taxied at an Air Terminal unless a certificated pilot certificated to operate that particular type of Aircraft or a certificated A and P mechanic qualified to start, run or taxi that particular type of Aircraft is attending the controls. *{Ref: PANYNJ R & R Chapter VIII, paragraph U3}*

3.2.4 No aircraft engine shall be started unless the main landing wheels are chocked and the brakes of the aircraft fixed and locked, unless alternate procedures approved by the General Manager, or the designee thereof, are followed. *{Ref: PANYNJ R & R Chapter VIII, paragraph U4}*

3.2.5 No helicopters shall be started, run, or taxied at an Air Terminal unless a certificated helicopter pilot certificated to operate that particular type of helicopter is attending the controls, or, if the General Manager, or the designee thereof, has given his or her approval, a certificated A and P mechanic is attending the controls. *{Ref: PANYNJ R & R Chapter VIII, paragraph U5}*

3.2.6 All aircraft which are being taxied, towed or otherwise moved at an Air Terminal shall be under full control and shall move or be moved at a reasonable speed. *{Ref: PANYNJ R & R Chapter VIII, paragraph U6}*

3.2.7 Whenever any aircraft is being taxied, towed or otherwise moved on the public landing area, public ramp and apron area, public passenger ramp and apron area, or public cargo ramp and apron area, there shall be a person attending the controls of the aircraft who shall monitor by radio the transmitting frequency in use by the Control Tower or who, if necessary, will cause that frequency to be monitored by another person in the aircraft at the time. In the event of radio equipment failure, the Control Tower may use an Aldis Lamp for communication. *{Ref: PANYNJ R & R Chapter VIII, paragraph U7}*

3.2.8 No Aircraft shall be taxied into or out of a hangar under its own power. *{Ref: PANYNJ R & R Chapter VIII, paragraph U11}*

3.2.9 All Aircraft being taxied, towed or otherwise moved at an Air Terminal shall proceed with running lights on during the hours between sunset and sunrise. *{Ref: PANYNJ R & R Chapter VIII, paragraph U13}*

3.2.10 No person shall maneuver an Aircraft, park, or leave the same standing on a ramp or apron area in such a way that any portion of said Aircraft will protrude beyond the ramp or apron limits, unless previously authorized. *{Ref: PANYNJ R & R Chapter VIII, paragraph U14}*

3.2.11 It is required that one wing walker, preferably two be positioned on the ground, located at the outward tip of each wing, to monitor the clearance of each wing as the aircraft enters and exits the ramp. *{Ref: PANYNJ R & R Chapter VIII, paragraph U15}*

3.3 ENPLANING AND DEPLANING

Passengers shall not be permitted to enplane or deplane except in the presence of authorized personnel. *{Ref: PANYNJ R & R Chapter VIII, paragraph J}*

3.4 PARKING AND STORAGE

3.4.1 No person shall park an aircraft or leave the same standing on a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area at an air terminal except at such places as may be prescribed or permitted by the General Manager, or the designee thereof. When in public storage areas, those aircraft for which tie-down fittings are provided shall be required to make proper use thereof. *{Ref: PANYNJ R & R Chapter VIII, paragraph U8}*

3.4.2 When parked, helicopters shall have rotor braking devices and/or tiedowns applied to the rotor blades. *{Ref: PANYNJ R & R Chapter VIII, paragraph U9}*

3.4.3 Upon direction from the General Manager, or the designee thereof, the operator of any Aircraft parked or stored at an Air Terminal shall move said aircraft from the place where it is parked or stored to any other designated place. If the operator refuses to comply with such direction, the Port Authority may tow said Aircraft to such designated place at the operator's expense, and without liability for damage which may result in the course of such moving. *{Ref: PANYNJ R & R Chapter VIII, paragraph U10}*

3.4.4 Every Aircraft parked on a Public Ramp or Apron Area, Public Passenger Ramp or Apron Area, or Public Cargo Ramp and Apron Area shall have its running lights turned on during the hours between sunset and sunrise, except in certain areas designated by the General Manager, or the designee thereof,, or in areas which are illuminated during these hours. *{Ref: PANYNJ R & R Chapter VIII, paragraph U12}*

3.5 AIRCRAFT DUMP VALVE TESTING

Aircraft dump valves shall be tested only in those areas designated for that purpose by the General Manager, or the designee thereof.

3.6 REPORTING ACCIDENTS

3.6.1 The operator of any Aircraft involved in any accident causing personal injury or property damage at an Air Terminal shall report said accident promptly to the General Manager, or the designee thereof, and/or the New York State Police. *{Ref: PANYNJ R & R Chapter VIII, paragraph E}*

3.6.2 The pilot or operator thereof shall be responsible for the prompt disposal of Aircraft wrecked or disabled at an Air Terminal and parts of such Aircraft as directed by the General Manager, or the designee thereof; in the event of his failure to comply with such directions such wrecked or disabled Aircraft and parts may be removed by the Port Authority at the operator's expense and without liability for damage which may result in the course of such removal. *{Ref: PANYNJ R & R Chapter VIII, paragraph F}*

3.7 AIRPORT FEES AND CHARGES

3.7.1 No aircraft operator shall land or conduct an aircraft operation or use an Air Terminal except as otherwise provided by agreement with the Port Authority and except upon the payment of such fees and charges as may from time to time be prescribed or agreed to by the Port Authority. All charges due to the Port Authority for the use of Air Terminals shall be payable in cash unless credit arrangements satisfactory to the Port Authority have been made in advance or permission has been secured for payment by check. *{Ref: PANYNJ R & R Chapter XV, paragraph A7}*

3.7.2 The Airport Duty Manager shall have the authority to detain any Aircraft for non-payment of charges due to the Port Authority. *{Ref: PANYNJ R & R Chapter VIII, paragraph C}*

3.8 AIRCRAFT NOISE RESTRICTIONS

In accordance with the Airport Noise and Capacity Act of 1990 (ANCA), airplanes with certificated weights greater than 75,000 pounds must conform to Stage III noise limits at Port Authority Airports. Stage III noise limits are defined in Federal Aviation Regulations (FAR) Part 36 noise level classifications. In addition, airplanes that are type certificated after January 1, 2006 must meet Stage IV noise limits as defined in Federal Aviation Regulation (FAR) Part 36 noise level classifications. *{Ref: PANYNJ R & R Chapter IX, paragraph A}*

4.0 SAFETY

4.1 ENDANGERING PERSONS OR PROPERTY

No person in or upon any Airport shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property. *{Ref: PANYNJ R & R Chapter III, paragraph C}*

4.2 SMOKING

All regulations regarding smoking set forth elsewhere in the Airport Rules and Regulations are applicable to Stewart International Airport.

4.3 FIRE HAZARD

4.3.1 No person shall operate an oxy-acetylene torch, electric arc or similar flame or spark producing device on any part of the Airport except in areas within leased premises designated for such use by the General Manager, or designee, without first obtaining a Cutting and Welding Permit from the General Manager, or the designee thereof.

4.3.2 No person shall start any open fires or any type, including flare pots, torches or fires in containers formerly used for oil, paint, or similar materials on any part of the Airport without written permission of the General Manager, or the designee thereof.

4.4 DE-ICING AND ENVIRONMENTAL

4.4.1 De-icing must be performed in accordance with the SWF De-icing Program. The SWF De-icing Program is available for review by contacting the Airport Operations office.

4.4.2 All tenants and airport users must abide by all applicable Federal, State and Local regulations and orders with respect to hazardous material handling and spill reporting.

The Airport maintains an aggressive storm water sampling and monitoring plan as per the State Pollution Discharge Elimination System (SPDES) permit from the New York State Department of Environmental Conservation (NYSDEC). In particular, spills from, (but not limited too), petroleum products, and Propylene Glycol on the airport grounds can cause discharges into the waterways of New York, which could put the responsible party in violation of Federal, and State water quality laws. It is of upmost importance that not only every effort is made to prevent spills, but immediate reporting of spills to the NYSDEC, any other applicable governmental entity, and Airport Operations is mandatory. Each tenant or airport user is responsible for all cleanup costs of a spill they cause.

4.4.3 Tenants and airport users are responsible for costs and expenses of the Port Authority resulting from violations of laws, regulations and orders with respect to environmental protection and hazardous materials management, including, but not limited to, costs of remediation, disposal, civil penalties and fines.

An airport tenant or user shall obey any order of the General Manager, or the designee thereof, to halt any activity that violates any law, regulation or order with respect to environmental protection and hazardous materials management.

4.5 FIRE DETECTION/SUPPRESSION SYSTEMS

4.5.1 Fire extinguisher equipment at the Airport shall not be tampered with at any time or used for any purpose other than firefighting or fire prevention. All such equipment shall be inspected in conformity with the National Fire Protection Association regulations. Tags showing the date of the last such inspection shall be left attached to each unit.

4.5.2 Heater valves, sprinkler valves and devices, blower motors or any other Airport machinery or equipment shall not be tampered with at any time. No person other than an authorized Airport Operator employee or designee may turn heaters in public areas on and off or operate any other airport equipment, except in leased areas. In leased areas, only employees or designees of the lessee or the Airport Operator may perform these functions.

5.0 FUEL HANDLING

5.1 FUEL HANDLING OF AIRCRAFT

5.1.1 Aircraft fueling and/or defueling is prohibited while the engine of the aircraft being serviced is running or is being heated. Fuel shall be delivered or drained through hose and connections approved by the Underwriter's Laboratories, Inc.

5.1.2 Aircraft fuel handling at the Airport shall be conducted at least fifty (50) feet from any hangar or other building, except where the location of underground

fuel tanks presently installed requires such fuel handling closer to existing buildings or hangars.

5.1.3 Each tenant who is authorized to dispense fuel at the Airport shall designate fueling areas for the fueling of all ramp vehicles.

5.1.4 Each tenant and/or aircraft operator is required to notify airport operations in the event of a fuel spill. All tenants and aircraft operators are responsible for responding to and cleaning up spills on his/her property and from his/her aircraft.

5.1.5 During fuel handling operations in connection with any aircraft at the Airport, at least two twenty (20) pound or larger dry chemical fire extinguishers shall be immediately available for use in connection therewith.

5.1.6 During fuel handling in connection with any aircraft, no person shall operate any radio transmitter or receiver in such aircraft, or switch electrical appliances on or off in such aircraft, nor shall any person do any act or use any material which is likely to cause a spark within fifty (50) feet of such aircraft.

5.1.7 As per NFPA 407, surveillance radar equipment in aircraft shall not be operated or ground tested in any area of the Airport wherein the directional beam of high intensity is within 300 feet, or the direction beam of low intensity radar (less than 1.0 KW output) is within 100 feet, of any fueling, defueling, servicing, or other operations in which flammable liquids, vapors, or mist may be present. Weather-mapping radar equipment in aircraft shall not be operated when the aircraft in which it is mounted is undergoing fuel servicing.

5.1.8 During fuel handling in connection with aircraft, no passenger or passengers shall be permitted to remain in such aircraft unless at least one qualified person trained in emergency evacuation procedures is at the door and a passenger ramp is in position if the same is required for the safe and rapid debarkation of passengers. Only personnel engaged in the fuel handling, or in the maintenance and operation of the aircraft being fueled or defueled shall be within fifty feet of the fuel tanks of such aircraft during the fuel handling operations.

5.1.9 Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.

5.1.10 No person shall start the engine or engines of any aircraft when there is gasoline or any type of fuel on the ground under the aircraft. In the event of the spillage of gasoline or any type of fuel, no person shall start an aircraft engine in the area in which the spillage occurred, even though the spillage may have been cleaned up, until the General Manager, or the designee thereof, has granted permission for the starting of engines in the area.

5.1.11 Unless otherwise provided in a lease or other agreement, all operators of aircraft who receive, and all persons who supply, aviation fuel and lubricating oil at the Airport, shall use only these aviation fuel storage and delivery facilities designated and approved by the General Manager, or the designee thereof, for such use.

5.2 BONDING

During all fuel handling operations in connection with any aircraft at the Airport, the aircraft and the fuel dispensing or draining apparatus shall be bonded by wire to prevent the possibility of static ignition of volatile liquids.

5.3 FUELING OF OTHER VEHICLES

5.3.1 The transfer of bulk aircraft or commercial fuel from one vehicular tender into another is prohibited within the boundaries of the Airport.

5.3.2 Automotive and ramp equipment shall be refueled only at refueling stations and from dispensing devices approved by the General Manager, or the designee thereof, for such use. Automotive equipment shall be refueled at the Airport only at refueling stations and from dispensing devices approved by the Airport Operator.

6.0 VEHICLES

6.1 GENERAL

6.1.1 All vehicular traffic on or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Areas must at all times comply with any lawful order, signal or direction. When such traffic is controlled by traffic lights, signs, mechanical or electrical signals, or pavement markings, such lights, signs, signals and markings shall be obeyed.

6.1.2 No vehicle shall be operated in or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, or Public Aircraft Parking and Storage Area in a manner at a speed which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic or habit-forming drug or any substance which affect the ability of the driver to operate the vehicle safely or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

6.1.3 No motorized vehicle shall be operated in or upon a Public Vehicular Parking Area or roadway unless (1) the driver thereof is duly authorized to operate such vehicle in New York, and (2) such vehicle is registered in accordance with the provisions of the law in the State of New York or the vehicle is of specific nature to the operation of the airport and is not intended for road use.

6.1.4 Aircraft service vehicles that are used only in the non-movement aircraft parking areas along need only be painted and marked so as to be easily distinguishable from equipment operated by other companies.

6.1.5 All vehicles entering the air operations area that are legal to operate must get a 'Ramp Authorized' permit for Airport Operations prior to entering the air operations area. The permit sticker must be attached to the vehicle on the driver's front bumper.

6.1.6 All vehicle operators in the air operations area must posses a valid SIDA badge with driving privileges.

6.1.7 Motorcycles, motorbikes, three-wheeled motor vehicles, and scooters are prohibited from operating in the air operations area, unless approved by the General Manger, or the designee thereof.

6.1.8 Operators to be Licensed and Vehicles to be Properly Equipped:

(a) No vehicle shall be operated in or upon the Airport unless the driver thereof is duly licensed to operate such vehicle on state highways or the vehicle is of specific nature to the operation of the Airport and is not intended for road use.

(b) No vehicle shall be operated in or upon the Airport unless it is in sound mechanical order, has adequate lights, horn and brakes and clear vision from the driver's position. In addition, trailers and semi-trailers will not be permitted unless they are equipped with reflectorized devices on all sides and unless they are equipped with proper brakes so that when disengaged from a towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings shall be required for all towed equipment. Except for vehicles that are exclusively used in or upon the Airport and are permitted by written authorization of the Airport Operator, all vehicles shall meet New York State licensing and inspection requirements.

(c) Aircraft service vehicles that are used only in the Non-Movement aircraft parking areas along need only be painted and marked so as to be easily distinguishable from equipment operated by other companies.

(d) All vehicles entering the air operations area that are legal to operate on public roads must get a 'Ramp Authorized' permit for Airport Operations prior to entering the air operations area. The Permit sticker must be attached to the vehicle on the driver's side front bumper.

(e) To get a 'Ramp Authorization', the registration and current insurance documents must be presented with a copy to remain with Airport Operations.

6.2 EQUIPMENT REQUIREMENTS

All equipment shall comply with Port Authority Rules & Regulations governing the use of such equipment on airport property as further described in the Ground Vehicle Specifications, attachment B.

6.3 VEHICLES ENTERING THE PUBLIC LANDING AREA

Non-Port Authority vehicles are prohibited from operating on any runway, taxiway and safety area unless under escort by the Port Authority or FAA maintenance. All vehicles shall obtain permission from the Control Tower before entering or operating on the movement areas. All vehicles operating in these areas shall have an operating two-way radio turned "on" and tuned to the ground control frequency, and shall have an operating rotating amber light located at the highest structure of the vehicle turned "on" at all times. All vehicle drivers shall follow all directions provided by the FAA controller while in the movement areas. *{Ref: PANYNJ R & R Chapter VI, paragraph C14}*

6.4 SPEED LIMITS

Vehicles at the Airport shall be operated in strict compliance with speed limits as indicated by posted traffic signs. Except as indicated by such signs, no vehicle shall exceed the speed of fifteen (15) miles per hour; and no vehicle shall exceed (5) miles per hour within 50 feet of an aircraft or on the Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, and Public Aircraft Parking or Storage Area.

(a) No vehicle shall exceed the speed of fifteen (15) miles per hour on Fire Lanes. No vehicle shall exceed the speed of thirty-five (35) miles per hour on Taxiways.

Snow removal equipment and emergency response vehicles shall be exempt from these speed limits during snow removal operations and required emergency responses.

(b) "Airport Tenant Vehicles" Vehicles shall be painted in a manner approved by the Airport Operator. Vehicles must display a logo or sign, which identifies the organization that operates the vehicle. Vehicles must be equipped with an approved amber rotating or flashing beacon on the roof or uppermost point of the vehicle observable from 360 degrees. All vehicles operating in the runway and taxiway safety areas of the Airport shall be equipped or operated with a functioning two-way radio capable of communicating on the proper aeronautical frequencies and shall obtain a clearance from the Airport Air Traffic Control Tower before entry into the movement areas.

(c) "Airport Construction Vehicles" Construction vehicles used only in the construction area during daytime hours may use an approved high visibility checkerboard flag on the roof or uppermost point of the vehicle; or be equipped with an approved amber rotating or flashing beacon on the roof or uppermost point of the vehicle if the vehicle observable from 360 degrees may be used at any other time during the day. All vehicles operating in the runway and taxiway safety areas of the Airport shall be equipped or operated with a functioning two-way radio capable of communicating on the proper aeronautical frequencies and shall obtain a clearance from the Airport Air Traffic Control Tower before entry into the movement areas.

(d) Vehicles used on an irregular basis or not meeting the requirements of this section in or upon the Airport shall operate in 'Under Escort" conditions as dictated by Airport Operations and shall have in operation the flashing parking lights.

6.5 TAXICABS/LIMOUSINES

The following vehicles are not permitted on the AOA without the permission of the General Manager, or the designee thereof: Limousines, Taxis, Delivery Vehicles, Busses, Vans, Postal/Mail Package Delivery Vehicles, Personal Vehicles and any other service/transportation vehicles which are not owned or operated by the tenant and used in the course of doing business. Personal vehicles are not permitted by the tenant and used in the course of doing business.

6.6 PARKING, STANDING, OR STOPPING VEHICLES

6.6.1 No person shall park a vehicle or permit the vehicle to remain stopped on roads within the Airport or within the AOA, except in such areas and for such periods of time as may be prescribed or permitted by the General Manager, or the designee thereof. *{Ref: PANYNJ R & R Chapter VI, paragraph B15 & C17}*

6.6.2 No person shall stop or park a vehicle *{Ref: PANYNJ R & R Chapter VI, paragraph B15 & C17}*:

(a) in front of a driveway

(b) within a bus stop safety zone or taxicab zone, except vehicles authorized to use such areas

(c) no parking or stopping areas on any roadway

(d) on any shoulder if the vehicle is not disabled

(e) within 15 feet of a fire hydrant

(f) within 10 feet of an AOA perimeter security fence

(g) within any restricted or marked areas

6.6.3 No person shall park a vehicle within any public vehicular parking area except upon the payment of such parking fees and charges as are prescribed by the Port Authority. *{Ref: PANYNJ R & R Chapter VI, paragraph B16}*

6.6.4 A vehicle which has been placed in the lawful possession of the Port Authority because it was illegally parked, or for non-payment of fees, or for any other reason, and in respect of which any fee or charge, including towing and storage charges, are due, may be detained by the General Manager, or the designee thereof, until said fees or charges have been paid. Such fees may be paid under protest, and a claim may be asserted for refund pursuant to applicable law. *{Ref: PANYNJ R & R Chapter VI, paragraph B17}*

6.6.5 No vehicle shall load or unload passengers or cargo in or upon the Airport at any place other than those areas designated by the Airport Operator.

6.6.6 The General Manager, or the designee thereof, has the authority to remove from any area of an Airport any vehicle that is disabled, abandoned, or parked in violation of these Rules & Regulations, or which presents an operational or security problem, to any other area of the Airport. The owner of a vehicle that has been removed because of abandonment or violations of these Rules &

Regulations shall be held liable for the reasonable cost of the removal and storage of the vehicle. *{Ref: PANYNJ R & R Chapter VI, paragraph B19}*

6.7 VEHICLE COLLISIONS

The driver of any vehicle involved in a collision on a public vehicular parking area, operational area, fuel storage area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area which results in injury or death to any person or damage to any property shall:

(a) Immediately stop such vehicle at the scene of the collision; and

(b) Display his/her operator's license, the vehicle's registration certificate and proof of vehicle insurance to: the owner or operator of any damaged property or vehicle; any injured person; and to a police officer who arrives at the site of the collision; and

(c) Send a written report of a collision to the General Manager, or the designee thereof, describing the circumstances of the collision and the name(s), address(es), telephone number(s), vehicle registration number (s), operator license number(s) of any person(s) and vehicle(s) involved in the collision; and

(d) Send of file any report required by New York State law in addition to the reports required by this section.

6.8 DRIVER TRAINING

Any and all persons who operate a vehicle(s) on any area of the Airport shall abide by the following requirements *{Ref: PANYNJ R & R Chapter VI, paragraph C1}*:

(a) The driver must be properly licensed and have all required endorsement(s) to operate such vehicle on a state or municipal highway of the state in which the Airport is located.

(b) The driver must be fully trained in the operation of the vehicle for all of its functions, types of uses, and procedures to follow in the event of emergency

(c) The driver must successfully complete Port Authority Airfield Driver Training and meets all requirements for Airport Security as specified under the chapter entitled "Airport Security."

7.0 MISCELLANEOUS

7.1 TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any Aircraft at an Air Terminal, or start the engine of such Aircraft without the operator's consent. *{Ref: PANYNJ R & R Chapter VIII, paragraph H}*

7.2 FOREIGN OBJECT DEBRIS (F.O.D.) CONTROL *{Ref: PANYNJ R & R Chapter III, paragraph J}*

7.2.1 Each airport employee shall be responsible for the proper disposal of FOD on ramps, apron areas, and the AOA. FOD shall be properly disposed of in containers that prohibit the introduction of the FOD onto ramps, apron areas, and the AOA.

7.2.2 It is the responsibility of each lessee or other occupant of ramp and apron areas to place suitable containers labeled “Foreign Object Debris” at every gate, remote aircraft parking area, cargo, and maintenance facilities.

7.2.3 Containers labeled “Foreign Object Debris” shall be used only for the disposal of FOD.

7.3 RAMP ACCESS

7.3.1 No person shall travel on any portion of the Airport except upon the roads, walks or places provided for the particular class of traffic; nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.

7.3.2 No person shall enter any restricted area of the Airport posted as being closed to the public without permission except persons assigned to duty therein who have been issued a Stewart International Airport Security Identification Display Area (SIDA) Badge, or are authorized representatives of the Port Authority or its designee. The General Manager, or the designee thereof, reserves the right to determine who is required to obtain identification badges.

7.3.3 No person shall enter upon the Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area or the Public Cargo Ramp and Apron Area of the Airport without permission except persons assigned to duty therein, authorized representatives of the Port Authority or the Airport Operator, or passengers and crews entering upon the public ramp and apron areas for purposes of embarkation or debarkation.

7.3.4 No person shall enter any Port Authority Operated Area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, or Public Cargo Ramp and Apron Area of the Airport with any animal except a "seeing-eye" dog, or other service animal, or one properly confined for shipment.

7.4 DEFACING, DAMAGING, ETC., TERMINAL OR PROPERTY

No, person shall deface, mark, break, or otherwise damage any part of an Airport, or any property therein. *{Ref: PANYNJ R & R Chapter III, paragraph G}*

7.5 NON-COMMERCIAL EXPRESSIVE ACTIVITY *{Ref: PANYNJ R & R Chapter XV paragraph B}*

Non-commercial activity at the Airport which are not occupied by a tenant, lessee, licensee or permittee is subject to the following conditions and restrictions:

7.5.1 Conduct Prohibited Inside Buildings & Structures

The following conduct is prohibited within the interior areas of buildings or structures at an Air Terminal if conducted by a person to or with passers-by in a continuous or repetitive manner:

(a) The distribution of any merchandise, including but not limited to jewelry, food stuffs, candles, flowers, badges and clothing.

(b) The solicitation and receipt of funds.

(c) The provision of any service.

(d) The distribution of any raffle ticket or entry in a game of chance.

(e) The conduct of a game of chance.

7.5.2. Conditions for Distribution of Literature

The continuous or repetitive distribution of flyers, brochures, pamphlets, books or any other printed or written material is prohibited within the interior areas of buildings or structures at an Airport which are controlled or operated by the Port Authority unless conducted pursuant to the following provisions of this rule:

(a) No person may distribute literature on behalf of himself or herself, another individual or an organization, unless that person's name has been submitted in writing no less than 24 hours earlier to the General Manager, or the designee thereof.

(b) Each time a person enters a Port Authority controlled or operated Air Terminal to distribute literature pursuant to this rule, he or she must report his arrival to the manager, as set forth below. If a person's name has not been submitted to the manager pursuant to section 2(a), the person will not be permitted to distribute literature pursuant to this rule. Each time a person leaves a Port Authority airport terminal after distributing literature, he or she must report his departure to the General Manager, or the designee thereof, as set forth below.

(c) Each person distributing literature on behalf of an organization must display an identification badge that states the name of the organization represented. The badge shall be worn on the upper left breast of the outermost garment and be clearly visible.

(d) 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.

(e) 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.

(f) The General Manager, or the designee thereof, may prohibit the distribution of literature otherwise permitted by this rule in the event of a snowstorm, aircraft accident, air traffic delay, power failure, transportation strike or other event or condition under which the distribution of literature in such space creates a danger to persons or property, interferes with the orderly formation and progression of waiting lines, or interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to and exit from vehicles; security procedures; government inspection procedures; cleaning, maintenance, repair or construction operations.

7.6 AIRCRAFT MAINTENANCE AND CLEANING

Cleaning of or otherwise maintaining aircraft shall be accomplished only in areas designated for that purpose by the General Manager, or designee.

7.7 CONSTRUCTION

All construction must be conducted in accordance with all applicable local, state and federal regulations and with the prior approval of the General Manager, or the designee thereof.

7.8 GARBAGE OR OTHER REFUSE DISPOSAL RESTRICTED

No person shall place, discharge or deposit in any manner, garbage or any refuse in or upon any part of the Airport, except at such places and under such conditions as the Airport Operator from time to time may prescribe.

8.0 TANK VEHICLES

8.1 REGISTRATION AND INSPECTION

8.1.1 No tank vehicle shall be used for transportation of flammable liquids within the Airport unless registered, inspected and approved by the Airport Operator.

8.1.2 Every application for registration, inspection or re-inspection of such tank vehicle shall be made upon forms prescribed and furnished by the Airport Operator accompanied by a detailed, authorized statement of the tank vehicle operator certifying compliance with the provision of these rules and regulations.

8.1.3 Vehicles shall be submitted for registration and inspection prior to their use upon the Airport and shall be submitted for re-inspection every six months thereafter.

8.1.4 The General Manager, or the designee thereof, reserves the right to inspect all Tank Vehicles operating on the Airport, and to issue registration and inspection

certificates therefore, quarterly. The General Manager, or the designee thereof, may also require display of such certificates on or in all tank vehicles.

8.2 VEHICLE MOTORS

The motor of an Aircraft Refueling Tank Vehicle shall not be run during the filling of the cargo tank, while making or breaking fuel filling connections, or during repairs to the fuel handling system. The propulsion motor for refueling service vehicles shall not be run during the fuel transfer and while making and breaking hose connections. *{Ref: PANYNJ R & R Chapter VII, paragraph X}*

9.0 PUBLIC LANDING AREAS

9.1 SCHEDULE OF CHARGES FOR THE USE OF PUBLIC LANDING AREA

The operators of any aircraft using the public landing area at Stewart International Airport, except pursuant to the terms of a lease or other agreement with The Port Authority of New York and New Jersey or the Airport Operator, shall pay for such use at the rate(s) established by the General Manager, or the designee thereof. The schedule of charges for Stewart International Airport is published as a separate document by The Port Authority NY&NJ.

9.2 FREE USE OF PUBLIC LANDING AREA

Notwithstanding the provisions of any Schedule of Charges heretofore adopted for the use of Stewart International Airport, no charge shall be made for the use of such Airport by the following aircraft:

9.2.1 Aircraft owned, leased or chartered by the agencies of the following governmental entities:

(a) The United States of America provided

(b) The State of New York and their agencies.

(c) The State of New Jersey and their agencies.

(d) States other than New York and New Jersey and their agencies with whom the Port Authority has entered into reciprocal fee-waiver agreements applicable to fees at Stewart International Airport.

(e) Local governmental agencies within the Port District.

(f) Any local governmental agency, when there is a reciprocal fee waiver agreement applicable to fees at Stewart International Airport between that agency and The Port Authority of New York and New Jersey.

9.2.2 Aircraft owned, leased or chartered by the Port Authority of New York and New Jersey.

9.2.3 Aircraft operated under orders of the Civil Air Patrol when engaged in the execution of official airport search and rescue missions or in officially ordered practice aircraft search and rescue missions.

APPENDIX A - DEFINITIONS

DEFINITIONS

"AOA vehicles" shall mean specialized vehicles designed to support airport or aeronautical operations. Examples include baggage carts, tugs, aircraft fuel servicing vehicles, aircraft fueling hydrant service vehicles, snow blowers, aircraft rescue and fire fighting vehicles, aircraft baggage or cargo handling equipment.

"Aeronautical Area" or **"Aeronautical Operations area"** or **"Air Operations Area"** or **"AOA"** shall mean a portion of an airport designed and used for landing, taking off, or surface maneuvering of airplanes.

"Air Cargo Handling Area" shall mean those portions of an Airport designated and made available by the Port Authority for the reception, storage and distribution of air cargo or for the loading and unloading of air cargo from aircraft.

"Air Cargo Employee" shall mean a person employed by an Air Cargo Operator who performs duties in the Air Cargo Handling Area.

"Air Cargo Operator" shall mean any person who shall have a lease or other agreement with the Port Authority authorizing or consenting to the use of any portion of the Air Cargo Handling Area.

"Air Terminal Highway" shall mean those roadways at an Air Terminal designated as Air Terminal Highway by the Port Authority.

"Aircraft" shall mean any and all contrivances now or hereafter used for the navigation of flight in air or space, including but not limited to airplanes, airships, dirigibles, helicopters, gliders, amphibians and seaplanes.

"Aircraft Operation" shall mean departure or arrival of an aircraft at an Airport.

"Aircraft Operator" shall mean the owner of an aircraft or any person who has obtained such aircraft for the purpose of operation by himself or his own agents.

"Aircraft Refueling Tanker Vehicle" shall mean an aircraft refueling tank vehicle equipped with hose(s) and other necessary devices designed to transport flammable liquids and to supply fuel into an aircraft or to defuel an aircraft. An aircraft refueling tanker vehicle transports and dispenses jet fuel and includes any vehicle with an integral tank, full trailer tank, or tractor and semi-trailer tank combination. These vehicles only fuel aircraft and do not fuel vehicles or equipment.

"Airfield Driver Training Course" shall mean a course given by the Port Authority or its designee as a prerequisite to the granting of AOA driver privileges.

"Airport" or "Air Terminal" shall mean LaGuardia Airport, Newark Liberty International Airport, Newark International Airport, Teterboro Airport, and Stewart International Airport.

"Airport Bus" shall mean a vehicle designed to carry more than ten persons including airport shuttle buses of all kinds, employee parking lot buses, inter-terminal buses, and public parking lot buses that provide transportation services to Airport users.

"Airport Rail Transportation System" shall mean the light rail system at EWR, the monorail system at EWR, and any other rail type system that operates on any Port Authority Air Terminal.

"Airport ID" shall mean the identification card issued by the Port Authority of NY & NJ Security ID Office.

"Alternative Fueled Vehicles and Equipment" shall mean vehicles or equipment that operate on one or more fuels classified by regulatory definition as alternative fuels by the Department of Energy, such as Compressed Natural Gas (CNG), Liquified Natural Gas (LNG), Liquefied Petroleum Gas (Propane or LPB), methanol, ethanol, hydrogen, and electric power.

"Automotive Fuel Dispensing Vehicle" or "Automotive Refueler" shall mean a hazardous material tank vehicle designed to carry gasoline, diesel fuel, aviation gasoline, fuel oil, or jet fuel from a central fueling site, bulk plant, fuel farm, fuel storage area, or other bulk fuel provider, and to transfer that fuel directly in to the fuel tanks of vehicles, stationary equipment, and stationary fuel tanks. Automotive Fuel Dispensing Vehicles may be Highway Vehicles or AOA Vehicles, Automotive Fuel Dispensing Vehicles do not dispense fuel into aircraft.

"Automotive Refueling Station" shall mean a permanent automotive refueling station that has a fuel dispensing system to supply fuel into vehicles.

"Baggage" shall mean trunks, bags, parcels and suitcases checked by the traveling public.

"Baggage-Handling Operator" shall mean any person providing baggage transportation or handling services pursuant to an agreement with, or the consent of, an aircraft operator pursuant to an agreement with, or the consent of the Port Authority.

"Commercial Activity" shall mean and include any and all activity conducted at or out of the Airport by any person, in which any product is exchanged or sold, or any service provided for monetary gain or exchange of goods or services.

"Engage in a call" shall mean talking into or listening on a hand-held mobile telephone, but shall not include holding a mobile telephone to activate, deactivate or initiate a function of such telephone.

"Escort" shall mean the process wherein an individual with a valid Airport Operator Identification Card and the appropriate escort privileges accompanies an individual who does not have access authority to areas restricted for security purposes.

"Escorting Vehicle" shall mean a vehicle authorized by the Port Authority to operate in an Air Operations Area, which is used to lead or follow a vehicle or group of vehicles not authorized to operate in the Air Operations Area.

"Exclusive Area Agreement" or "EAA" shall mean an agreement between the Port Authority and one or more air carriers or FAA approved party by which the air carrier(s) or FAA approved party assumes exclusive security responsibility for a clearly defined part of the airport, pursuant to applicable FAA regulations.

"Fixed Base Operator" shall mean a firm doing business at the Airport dedicated to the sale, storage and hangaring of aircraft, the sale of petroleum, oil and lubricants, the services of maintenance, repair and modification of aircraft, engines and ancillary equipment, the cleaning and provisioning of aircraft, and the provision of transient and related services pursuant to an agreement with the Port Authority.

"Flight Training" shall mean any use of an aircraft to increase or maintain pilot proficiency.

"Foreign Object Debris" or "FOD" shall mean any debris that could damage aircraft.

"Ground Transportation Services" shall mean providing transportation of a passenger by any vehicle, including a taxi cab, limousine, van or bus, in any business, trade or commercial transaction.

"Hardstand" shall mean a parking location for aircraft, which has been approved by the Manager and is physically remote from a terminal building. A terminal building is a building used for enplanement and deplanement of passengers either directly or by use of ground vehicles.

"Hazardous Material" or "Hazardous Waste" shall mean any hazardous material or hazardous waste as defined by Federal, State, and/or local laws, regulations, codes or other legal requirements.

"Highway Vehicle" shall mean a motorized or non-motorized vehicle designed to operate on improved or semi-improved road surfaces, licensed or registered for highway use by the owner/operator pursuant to State Law and conform to the size, weight, and other Federal and State regulations required for use as a vehicle on public streets and roads. Some examples are passenger cars, vans, trucks, buses and motorcycles, etc.

"Hot Work" shall mean any work involving burning, welding, or similar operations that is capable of initiating fires or explosions, including cutting, welding, thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, and torch applied roofing.

"Hydrant Service Cart" shall mean an aircraft refueling trailer unit equipped with hose(s) and other necessary devices designed to supply fuel into an aircraft form the airport fuel hydrant system.

"Hydrant Service Vehicle" or "Hydrant Servicer" shall mean an aircraft refueling vehicle equipped with hose(s) and other necessary devices designed to supply fuel into an aircraft from the airport fuel hydrant system.

"Immediate proximity" shall mean that distance as permits the operator of a mobile telephone to hear telecommunications transmitted over such mobile telephone, but shall not require physical contact with such operator's ear.

"Jet Aircraft" shall mean and include any and all aircraft which are not propeller-driven, and which accomplish motion entirely as a direct reaction to the thrust of any engine, including but not limited to engines which operate on turbine, ram, rocket or nuclear principles.

"Manager" shall mean the Port Authority General Manager, Manager or other Port Authority official in charge of an Airport, or his or her duly authorized representative.

"Mobile Refueling Station" shall mean a tank truck especially designed and equipped to carry and transfer automotive fuel from a fuel storage area to and into Automotive Refueler Vehicles and Tank Vehicles.

"Mobile Telephone" shall mean the device used by subscribers and other users of wireless telephone service to access such service.

"Movement Area" means the runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

"Non-Motorized Vehicle" or "Non-Motorized Equipment" shall mean a non-self-propelled vehicle or piece of equipment designed or used to transport persons or property on land, but excluding any equipment that runs on stationary rails, guideways, or tracks. Non-Motorized Vehicles and Non-Motorized Equipment do not have self-propelling power systems permanently or temporarily attached, but may be equipped with powered equipment. Examples include trailers, solar or battery powered arrow or message boards, baggage carts, aircraft ground power units, aircraft air power units, dollies, nitrogen carts, work stands, aircraft tow bars, etc.

"PANYNJ Plates" are special license plates issued by the Port Authority which permit vehicles to operate in the AOA for the airport(s) for which they are issued.

"Passenger cars" shall mean all motorized vehicles designed to be operated on public roadways, highways, and conform to the size, weight, and other Federal and State regulations for use as a vehicle on public streets and roads. Note: Sedans are not authorized for use on the AOA at any Port Authority Airport, nor will PANYNJ plates be issued for use on the AOA for security reasons. (Exceptions would be Federal, State and local Law Enforcement and Port Authority sedans only).

"PNdB" is a rating for single aircraft flyovers, expressed in decibels.

"Permission" shall mean permission granted by the Manager, unless otherwise specifically provided.

"Person" shall mean any individual, firm, partnership, corporation, association, or company (including any assignee, receiver, trustee or similar representative thereof) or the United States of America or any foreign government or any state or political subdivision thereof, or the United Nations.

"Port Authority" shall mean The Port Authority of New York and New Jersey.

"Port Authority Air Terminal Ground Vehicle Specifications" shall mean the Port Authority document entitled "Air Terminal Ground Vehicle Specifications" prepared by the Port Authority Central Automotive Division.

"Port Authority Airports" shall mean Newark Liberty International Airport (EWR), Newark International Airport (EWR), LaGuardia Airport (), Teterboro Airport (TEB), and Stewart International Airport (SWF).

"Port Authority Operated Areas" shall mean all areas of an Airport which are operated by the Port Authority, including real estate, structures, Airport Buses, Airport Rail Systems, and including all Public Areas.

"Port Authority Airport Rules and Regulations" shall mean these Rules and Regulations.

"Pre-arrangement" shall mean an agreement or reservation for ground transportation at an Air Terminal made by or on behalf of a ground transportation passenger: prior to the arrival of the passenger at the Air Terminal; or

- through the use of counter facilities operated by persons employed by, or employed pursuant to a permit or contract with, the Port Authority; or
- through telecommunications with the person or firm who dispatches the vehicle to provide ground transportation to a passenger in the absence of any solicitation of the passenger for such communications by the operator of the vehicle.

"Propeller Aircraft" shall mean and include all aircraft which accomplish motion by means of engine driven propeller(s).

"Public Aircraft Parking and Storage Areas" shall mean those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the parking or storage of aircraft. These areas may be used for the purpose of parking and storing aircraft, for the purpose of servicing aircraft with fuel and lubricants and other supplies for use thereon, and for the purpose of performing operations commonly known as "ramp services."

"Public Areas" shall mean all areas except the Air Operations Area, and areas occupied pursuant to a lease or other agreement providing for the area's exclusive use by one or more tenants

"Public Cargo Ramp and Apron Areas" shall mean those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the loading and unloading of cargo (but not passengers) onto and from aircraft. Allowable activities on these areas include:

1. loading and unloading cargo, mail and supplies to or from aircraft
2. servicing aircraft with fuel and lubricants
3. performing operations commonly known as "ramp services"
4. performing inspection, minor maintenance and other services upon or in connection with aircraft incidental to performing "ramp service," and
5. parking mobile equipment used in connection with such operations.

"Public Landing Areas" shall mean those portions of an Airport, including runways, taxiways, and helipads, designated and made available temporarily or permanently by the Port Authority to the public for the movement and landing and taking-off of aircraft, and including areas between and adjacent to said runways and taxiways within the AOA. These areas may be used for the purpose of landing and taking-off of aircraft and for the purpose of the ground movement of aircraft.

"Public Passenger Ramp and Apron Areas" shall mean and include those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the loading or unloading of passengers onto and from aircraft (but not cargo except to the extent that cargo is loaded or unloaded on or from passenger aircraft). Allowable activities on these areas include:

1. loading and unloading passengers, baggage and supplies to or from aircraft
2. servicing aircraft with fuel and lubricants
3. performing operations commonly known as "ramp service"
4. performing inspection, minor maintenance and other services upon or in connection with aircraft, incidental to performing "ramp services,"
5. parking mobile equipment actively used in connection with such operations.

"Public Ramp and Apron Areas" shall mean and include those portions of an Air Terminal designated and made available temporarily or permanently by the Port Authority to the public for loading or unloading of both passengers and cargo on and from aircraft.). Allowable activities on these areas include:

1. loading and unloading passengers, baggage, cargo, mail and supplies to or from aircraft,
2. servicing aircraft with fuel and lubricants
3. performing the operations commonly known as "ramp services"
4. performing inspection, minor maintenance and other services upon or in connection with aircraft incidental to performing "ramp service", and
5. parking mobile equipment actively used in connection with such operations.

"Public Vehicular Parking Areas" shall mean those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the parking of vehicles. These areas may be used for the purpose of parking highway vehicles.

"Restricted Vehicle Service Road" or "RVSR" shall mean roadways designated and marked by the Port Authority within the AOA for use by Airport vehicles while driving or operating on the AOA.

"Safety Area" shall mean a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

"Security Identification Area" or "SIDA" shall mean any area identified by the Manager as requiring continuous display of an Airport Operator Identification Card, or an escort by a person authorized to provide escort in such areas.

"Vulnerable Cargo" shall mean those items, irrespective of intrinsic value, whose mishandling or misuse may endanger public safety. Sensitive cargo includes, but is not limited to, the following items:

1. Explosives
2. Firearms and other weapons
3. Narcotics and dangerous drugs
4. Medical supplies and biological items
5. Nuclear and radioactive materials
6. Corrosive materials

"Stage 3 Airplane" shall mean an airplane that complies with the noise levels prescribed in Sec. C36.5 (a)(3) of Appendix C of FAR Part 36.

"Stationary Equipment" shall mean a mechanical device that is primarily designed to operate at a fixed location where it may be permanently or temporarily installed. This equipment may be equipped with an internal or external combustion engine(s) or any other type of power system. Examples include emergency or standby generators, and emergency or standby fire pumps, etc.

"Tank Vehicle" or "Tanker" shall mean any vehicle used to transport and/or dispense any liquid product or material that is not classified as a hazardous material as defined by 49CFR172. A Tank Vehicle includes any vehicle with an integral tank, any tank full trailer, or any tractor and semi-trailer combination.

"Turboprop Aircraft" shall mean and include any and all aircraft that accomplish motion by means of a jet engine having a turbine driven propeller whose thrust may or may not be supplemented by that of hot exhaust gasses issuing in a jet from the engine itself.

"Valuable Cargo" shall mean a single cargo shipment valued at $25,000 or more containing commodities that are especially vulnerable to theft or loss. These commodities include but are not limited to, the following items:

- Art works
- Bills of exchange
- Bonds
- Computer Equipment
- Currency
- Electronic Devices
- Furs (finished)
- Gems, cut or uncut
- Gold bullion, coined, uncoined
- Jewelry (other than costume jewelry)
- Money
- Pearls
- Platinum
- Precious Metals
- Securities, negotiable
- Silver bullion, coined or uncoined
- Stamps, postage or revenue
- Stock certificates
- Watches and watch movements (excluding watch parts)

"Vehicle" shall mean a motorized or non-motorized contrivance designed or used to transport any person or property on land, excluding aircraft and any equipment that run on stationary rails, guideways, or tracks. Examples include automobiles, trucks, buses, motorcycles, cargo loaders, cargo dollies, baggage carts, trailers, fueling vehicles, hazmat vehicles, etc.

THE PORT AUTHORITY OF NY & NJ

OPERATIONS SERVICES DEPARTMENT
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GROUND VEHICLE SPECIFICATIONS
APPENDIX
TO THE
AIR TERMINAL RULES AND REGULATIONS

DATE: OCTOBER 2001

PREPARED BY THE CENTRAL
AUTOMOTIVE DIVISION

INTRODUCTION

These *Ground Vehicle Specifications* are promoted in support of *The Port Authority of New York and New Jersey Air Terminal Rules and Regulations.* They set forth the minimum specifications applicable to ground vehicles used at Port Authority Air Terminals and Heliports. These specifications are arranged as follows:

Chapter 1	General: Purpose and Applicability of Requirements
Chapter 2	Type 1 Vehicles: Requirements applicable to Highway Vehicles Used Exclusively in Public Areas, Operate With Federal or State License Plates
Chapter 3	Type 2 Vehicles: Requirements applicable to Highway Vehicles, Used in Public Areas and Controlled Areas, Operate With Federal or State and PA License Plates
Chapter Section 3A	Type 2 Vehicle requirements applicable to Air Terminal Buses, Used in Controlled Areas, Operate With State and PA License Plates
Chapter 4	Type 3 Vehicles: Requirements applicable to Highway Vehicles, Used in Controlled Areas Only, Operate With PA License Plates ONLY
Chapter 5	Type 4 Vehicles: General Requirements applicable to Air Operations Area Vehicles, Used in Public Areas and Controlled Areas, Operate With PA License Plates ONLY
Chapter Section 5A	Type 4 Vehicle requirements applicable to Mobile Lounges, Used in Controlled Areas, Operate With PA License Plates ONLY
Chapter Section 5B	Type 4 Vehicle requirements applicable to Air Operations Area Ground Maintenance Vehicles, Used in Public and Controlled Areas, Operate With State and PA License Plates ONLY
Chapter Section 5C	Type 4 Vehicle requirements applicable to Aircraft Refueling Hydrant Service Tow Carts, Operate With PA License Plates ONLY
Chapter Section 5D	Type 4 Vehicle requirements applicable to Aircraft Refueling Hydrant Service Vehicles, Operate With PA License Plates ONLY
Chapter Section 5E	Type 4 Vehicle requirements applicable to Aircraft Refueling Tanker Vehicles, Operate With PA License Plates ONLY
Chapter Section 5F	Type 4 Vehicle requirements applicable to Automotive Refueling Tanker Vehicles, Operate With PA License Plates ONLY
Chapter Section 5G	Type 4 Vehicle requirements applicable to Other Types of Tanker Vehicles Transporting or Dispensing Fuel or Hazardous Material Products, Operate With PA License Plates ONLY
Chapter Section 5H	Type 4 Vehicle requirements applicable to Air Operations Area Ground Support, Motorized and Non-Motorized Vehicles, Used in Public and Controlled Areas, Operate With PA License Plates ONLY
Chapter Section 5I	Type 4 Vehicle requirements applicable to Air Operations Area Alternative Fueled Vehicles, Used in Controlled Areas, Operate With PA License Plates ONLY
Chapter 6	Type 5 Vehicles: Requirements applicable to Off-Highway, Construction, & Materials Handling, Vehicles, Used in Public and Controlled Areas, Operate With PA License Plates ONLY
Chapter 7	Type 6 Vehicles: Requirements applicable to Stationary Equipment, Used in Public and Controlled Areas, Operate With No PA License Plates

Nothing in these specifications shall relieve or replace any requirement for compliance with *The Port Authority of New York and New Jersey Air Terminal Rules and Regulations* under which these Specifications are issued. in the event of a conflict or variance between this document and *The Port Authority of New York and New Jersey Air Terminal Rules and Regulations,* the Air Terminal Rules and Regulations shall take precedence.

Nothing in these Specifications shall exempt vehicles, operators, or equipment from complying with the Federal Motor Vehicle Safety Standards, the Federal Motor Carrier Safety Regulations, the Motor Vehicle Laws of the State where the vehicle is registered or licensed, or other ordinances, rules or regulations which may govern the design, maintenance, or operation of such vehicles or equipment.

Vehicles may only be operated in the Air Terminal's controlled areas if they are in full compliance with Port Authority Air Terminal Rules and Regulations, they have been inspected and registered by the Port Authority, and have a properly installed and displayed PA License Plate. The PA registration and PA License Plate must be issued at the Air Terminal where the vehicle or equipment is operated. Vehicles registered by the Port Authority shall display such registration identification information, plates and placards at all times when operating on a Port Authority Air Terminal. Transfer of Port Authority licenses to other vehicles is forbidden.

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1. General Purpose and Applicability of Requirements

1.1. Purpose

The purpose of these specifications is to assure that ground vehicles used at Port Authority Air Terminals are designed and maintained to assure safe and efficient operations and a satisfactory level of patron services. These Ground Vehicle Specifications govern the design, operation, and maintenance of vehicles used on any portion of an Air Terminal including Air Cargo Handling Areas, Air Operations Areas, Air Terminal Highways, Air Terminal Exclusive Areas, Fuel Storage Areas, Port Authority Operated Areas, Public Aircraft Parking and Storage Areas, Public Areas, Public Cargo Ramp and Apron Areas, Public Landing Areas, Public Passenger Ramp and Apron Areas, Public Ramp and Apron Areas, and Public Vehicular Parking Areas. They set forth the minimum standards and requirements for all vehicles licensed by the Port Authority of NY & NJ for use in any portion of an Air Terminal.

1.2. Types of Vehicles

For purposes of this document, vehicles are classified into six general categories as defined in the Air Terminal Rules and Regulations and duplicated in this section as follows:

1.2.1. Type 1: Highway Vehicles Used Exclusively Outside The AOA And Operate With Federal or State License Plates

Type 1 vehicles are used exclusively outside the AOA. These vehicles are highway vehicles that are registered with the State and have Federal or State License Plates. Type 1 vehicles are designed and manufactured to conform to Federal, State and local requirements, and are in conformance with CFR 49 Chapter V. They will have an affixed label or tag certifying compliance with appropriate regulations in effect at the date of manufacture and meet the requirements of the jurisdiction issuing the license plates. Examples of such vehicles include passenger cars, light, medium and heavy duty trucks, buses, trailers, and other mobile equipment.

1.2.2. Type 2: Highway Vehicles Used Inside And Outside The AOA And Operate With Federal or State and PA License Plates

Type 2 vehicles are used inside and outside the AOA. These vehicles are highway vehicles that are registered and have Federal or State License Plates and also have PA License Plates. These vehicles are designed and manufactured with same requirements as Type 1 vehicles. Examples of such vehicles include passenger cars, light, medium and heavy duty trucks, buses, trailers, and other mobile equipment.

1.2.3. Type 3: Highway Vehicles Used exclusively Inside The AOA And Operate With PA License Plates ONLY

Type 3 vehicles are used only inside the AOA, and may not operate outside the AOA. These units are highway vehicles that only have PA License Plates, and are not registered by the State or have Federal or State License Plates. These vehicles are designed and manufactured with same requirements as Type 2 vehicles. Examples of such vehicles include passenger cars, light, medium and heavy duty trucks, trailers, and any mobile equipment.

1.2.4. Type 4: Air Operations Area Vehicles Used Inside And Outside The AOA And Operate With PA License Plates ONLY

Type 4 AOA vehicles are of a specialized design that perform unique operational functions at the Air Terminal. These vehicles are used inside and outside the AOA as authorized by the Air Terminal Manager. These units are specialized vehicles that only have PA License Plates, and are not registered or have State License Plates. These vehicles are designed and manufactured to comply with applicable standards for the specific kind of vehicle or equipment operation or function. Examples include aircraft tow vehicles, baggage cart tow vehicles, aircraft refuelers, aircraft cargo loading equipment, ground power units or auxiliary power units, Air Terminal emergency response equipment, snow blowers and other special Air Terminal snow removal equipment.

1.2.5. Type 5: Off-Highway, Construction, Materials Handling Vehicles Used Inside And Outside The AOA And Operate With State, PA, or No License Plates

Type 5 vehicles are construction or material handling vehicles that perform unique operational functions. These vehicles may only be used inside and outside the AOA as authorized by the Air Terminal Manager. These vehicles are specialized vehicles that are not normally licensed, or, if licensed are licensed as "Construction Equipment," "In-Transit," "Transporter" or similar designations. These vehicles are designed and manufactured to comply with applicable standards for their specific category of vehicle or equipment. Examples include backhoes, loaders, fork lift trucks, cranes, excavators, paving equipment, and compressors.

1.2.6. Type 6: Stationary Equipment Used Inside And Outside The AOA

Type 6 units are stationary equipment that perform unique operational functions for supply of backup or emergency water, electrical, and other domestic services, and are permanently installed inside or outside the AOA. Installation and approval for use of such stationary equipment must be authorized by the Air Terminal Manager. Stationary equipment are designed and manufactured to comply with applicable standards for the specific category of equipment and type of use. Examples include backup and emergency generators, fire pumps, etc.

1.3.Applicability

These requirements apply to all vehicles that operate on any portion of an Air Terminal.

Vehicles in-service before the effective date of these regulations may continue to operate if they conformed to Air Terminal Rules & Regulations in effect at the time they were placed into service at an Air Terminal. However, maintenance, inspections, and out-of-service criteria detailed in these specifications shall apply to all vehicles, including those placed into service at an Air Terminal prior to the date of issue of these regulations.

Each specific type of vehicle or equipment that is permanently used at the Air Terminal shall meet all requirements specified in the subsequent chapters and/or chapter section for the specific type of vehicle or equipment.

1.4.Incorporation by Reference

Where reference is made to conformance with other standards, specifications, recommended practices, or industry consensus standards; the referenced items become a mandatory part of these specifications. Referenced material may be obtained from the Reference List found at the end of these specifications.

Whenever Federal or State requirements refer to interstate or intrastate transportation, such reference shall include any and all transportation through or within the Air Terminal. Whenever the requirements refer to carrier, such reference shall be the vehicle or equipment owner, operator, or lessee, or the person operating the vehicle if the owner, operator, or lessee is not designated. Whenever the requirements refer to the making of reports or giving of notices, such reference shall mean the giving of such report, within the time required by the requirement, to the Air Terminal Manager or representative. Whenever reference is made to a right of inspection by a person representing the Federal Highway Administration or the United States Department of Transportation, such right of inspection shall also include a Port Authority representative designated by the manager.

1.5.Definitions

Definitions are as contained in the Port Authority of NY & NJ Air Terminal Rules and Regulations, most currently effective.

1.6. Changes To This Document

The Director of Aviation may modify this document. All such modifications will be issued as addendum to these regulations.

1.7. Variances or Waivers

A variance or waiver to the requirements of these specifications may be granted by written request to the Air Terminal Manager. The request must include all of the following:

1. Company name, name and title of requestor, mailing address and telephone number of person to contact with respect to the waiver or variance application.

2. The specific requirement for which the waiver or variance is requested.

3. Explanation as to why the waiver or variance is necessary or desirable.

4. Alternate method of achieving the objective of the requirement, if practical.

5. Number of vehicles affected.

6. Effective time span for the waiver including specific start and end dates.

The request for a variance or waiver will be approved or denied in writing by the Air Terminal Manager.

Classification of Vehicles Application Chart

Classification	Type of Vehicles	License Plates Required	*Air Terminal Authorized Areas	
			Outside AOA	Inside AOA
Type 1	Standard Production Highway	Federal or State Plates Only	Yes	No
Type 2	Standard Production Highway	Federal or State Plates and PA Plates	Yes	Yes
Type 3	Standard Production Highway	PA Plates Only	No	Yes
Type 4	Air Operations Area Vehicles	PA Plates Only	Yes	Yes
Type 5	Off-Highway, Construction, & Material Handling	State Plates, or PA Plates, or No Plates	*Yes	*Yes
Type 6	Stationary Equipment	No Plates	*Yes	*Yes

* Requires Air Terminal Manager Approval.

2. Type 1 Highway Vehicles Used Exclusively Outside the AOA
Operating With Federal or State License Plates

Type 1 vehicles shall be in compliance with Federal, State, local, Public Utility Commissions, Consumer Affairs Division, or other appropriate regulatory bodies governing or having jurisdiction where the Air Terminal is located.

All type 1 vehicles shall not exceed the size, weight, and other dimensional requirements as required by the State where the Air Terminal is located. in addition, these vehicles shall be designed to have the proper weight distribution in all conditions of operational loading. Vehicles must also conform to Federal Bridge Formula limits. Vehicles shall also be designed and manufactured to operate and perform in compliance with all Federal requirements for the designated type of vehicle. They shall comply with Federal Motor Vehicle Safety Standards (FMVSS) 49CFR571 that certify the vehicle for use as a licensed vehicle for use on public streets and roads.

Type 1 vehicles shall be properly inspected, repaired, and maintained so that all of the vehicle's systems, parts, accessories, are in safe and proper operating condition. Wear limits and replacement criteria shall be in accordance with the manufacturer's published or regulatory agency recommendations. All vehicles shall be inspected and registered pursuant to State requirements for the State that issued the license plates.

All vehicles transporting hazardous materials shall meet the shipping, packaging, marking, labeling, placarding, handling, and transportation of hazardous materials consistent with regulations issued by the United States Department of Transportation, as promuted in 49CFR. in addition, vehicles shall be inspected, repaired, and maintained as required by 49CFR390 and 49CFR397, and shall also comply with all requirements of 49CFR180.

All other commercial vehicles shall be equipped with all necessary systems and components so that they are operated by qualified operators and shall comply with Federal Motor Carrier Safety Regulations 49CFR390 to 49CFR395. Commercial vehicles shall be properly inspected, repaired, and maintained as required by 49CFR396. All vehicles shall be maintained so that all of the vehicle's systems, parts, accessories, including those specified in 49CFR393 and any additional parts and accessories which may affect safety of operation are in safe and proper operating condition.

3. Type 2 Highway Vehicles Used Outside and Inside the AOA
Operating With Federal or State and PA License Plates

Type 2 vehicles shall meet all Type 1 requirements, and the requirements set forth in this chapter.

3.1. Company Name

All vehicles, except designated unmarked vehicles, shall have a nameplate or lettering on each side listing the name of the owner, operator, or the approved logo of the owner or lessee.

3.2. Emergency Equipment

Commercial vehicles shall carry three bi-directional emergency reflective triangles. Flares are not permitted in vehicles operating in the controlled areas.

3A. Type 2 Air Terminal Buses Operating in the AOA With State and PA License Plates

All air terminal buses shall comply with Federal Motor Vehicle Safety Standards 49CFR571 as applicable to buses, and shall be operated in compliance with Federal Motor Carrier Safety Regulations 49CFR390 to 49CFR397. All air terminal buses operating in the AOA shall meet all requirements listed in Chapter 5, entitled "Type 4 General Requirements for Air Operations Area Vehicles," and shall be in compliance with the requirements set forth in this chapter section.

3A.1 Heating

In addition to heating and defrosting requirements contained in Federal Motor Vehicle Safety Standard 103, every air terminal bus shall be equipped with a passenger heating system designed to provide adequate heat with distribution to all passenger carrying areas of the air terminal bus. The heater shall be sized to maintain an interior temperature of not less than 60°F with an outside ambient temperature of 0°F.

Open flame heaters or heat exchangers that introduce exhaust gases into or through the passenger compartment are forbidden. Heaters using gasoline, kerosene, or other liquid fuel must be of a type approved by Underwriter's Laboratories. Fuel lines for such heaters shall be routed outside the passenger compartment.

Heater that introduce heated outside air into the air terminal bus shall be designed so that the outside air is not mixed with exhaust gases, and the air shall not be drawn from, or circulate through, the engine compartment.

Heaters installed in the passenger compartment shall be braced to prevent shifting in case of accident and shielded to protect the driver and passengers. If possible, engine coolant or heater lines carrying hot liquids should not be routed through the passenger compartment. If routed through the passenger compartment such lines must be shielded to prevent water or steam from scorching occupants in the event of line, fitting, or component failure.

Heater electrical lines and components shall be circuit breaker protected to prevent fire in the event of a short or system failure.

3A.2 Air Conditioning

All air terminal buses that transport patrons shall be equipped with air conditioning. The air conditioning system shall have adequate capacity to maintain a maximum interior temperature of 70°F with an ambient temperature of 100°F.

Air conditioners that introduce any outside air into the air terminal bus shall be designed so that the outside air is not mixed with engine exhaust gases, and the air shall not be drawn from, or circulate through, the engine compartment.

Air conditioner components installed in the passenger compartment shall be braced to prevent shifting in case of accident and shielded to protect the driver and passengers. When practical, refrigerant lines should not be routed through the passenger compartment. If routed through the passenger compartment such lines must be shielded to prevent refrigerant from spraying or contacting occupants in the event of line, fitting, or component failure.

Air conditioner electrical lines and components shall be circuit breaker protected to prevent fire in the event of a short or system failure.

3A.3 Windows

All windows, other than emergency exit windows, in the passenger area shall be sealed and secured closed. Windows may be tinted or covered with wrapping material provided such tinting or wrapping is sufficiently transparent to allow passengers to see out the windows.

3A.4 Window Bars

Except for those air terminal buses used to transport persons under confinement, window bars or metal coverings shall not be installed over windows in the passenger compartment.

3A.5 Entrance & Exit Doors

All doors shall be designed and constructed to prevent accidental opening. All doors located behind the driver's seat shall be equipped with an audible or visible signal to warn the driver that the doors are open. All doors shall be equipped with emergency exit release handles that are protected from accidental activation.

3A.6 Emergency Exit Doors/Windows/Roof Hatches

No air terminal bus is permitted to operate or remain in service unless the vehicle conforms to all requirements of Federal Motor Vehicle Safety Standard 217.

All emergency exit doors/Windows/Roof Hatches shall be maintained in proper operating condition and tested regularly. Doors and passages leading to any emergency exit shall not be obstructed.

3A.7 Entrances and Exits

All air terminal buses shall have illumined entrance and exit step wells equipped with safety slip-resistant treads to prevent slipping. Air terminal buses used on non-illuminated ramps, aprons, taxiways or other areas shall be equipped with lighting to illuminate the ground in the area of the exit(s) or entrance(s).

3A.8 Handrails

Handrails, handholds, stanchions, or grab handles shall be provided at all entrance and exit doors.

3A.9 Grounding

The complete structure and all critical components shall be designed to eliminate build-up of static electric charges and shall be equipped with suitable grounding devices.

3A.10 High Idle Switches

All high idle switches shall be designed to operate only when the transmission is in neutral.

3A.11 Interior

The interior of all air terminal buses shall be lined to cover all body bows and body supports. No unnecessary projections, sharp edges, or jagged protrusions are permitted.

3A.12 Interior Lights

All air terminal buses shall be equipped with interior lights to give adequate illumination between each row of seats and they shall be shielded to minimize reflection and glare on the windshield that can interfere with the vision of the driver.

3A.13 Partition

All air terminal buses shall be equipped with a partition behind the driver. The driver shall not be completely isolated from the passenger compartment.

3A.14 Seats

All air terminal buses shall have all seats permanently fastened to the floor or walls. No portable seats are permitted in air terminal buses.

3A.15 No-Smoking Sign

All buses shall have a clearly visible sign reading "Smoking Prohibited."

3A.16 Exhaust Systems

The exhaust system of any air terminal bus shall not discharge any exhaust within fifteen (15) inches of any doors, windows, or any areas that may expose exhaust gases to the passenger compartment(s). The exhaust system shall not be designed with any flexible piping. The exhaust system must terminate within 6 inches of the rearmost part of the vehicle, and exhaust fumes should be directed rearward.

3A.17 Tires

All tires shall be properly rated when the air terminal bus is loaded to its rated GVWR. Re-grooved, recapped, or retreaded tires shall not be permitted. Radial and bias ply tires shall not be mixed on any bus.

3A.18 Trailers

Air terminal buses that have a full-trailer configuration design shall be limited to a maximum governed operating speed of 20 MPH. All trailer type designs shall include all necessary interlock systems to assure the safety of all passengers.

3A.19 Ventilation

All air terminal buses shall have a ventilation system that is capable of providing an adequate supply of fresh air throughout the passenger compartment. The air intake and exhaust vents for the ventilation system shall be located forward of the center of the passenger compartment and above the floor line unless the vents are part of an air conditioning or power exhaust system that operates constantly when the engine is running.

4. Type 3 Highway Vehicles Used in the AOA Only

4.1. Operate With PA License Plates ONLY

Type 3 vehicles shall meet all Type 1 and Type 2 requirements, and the requirements specified in this chapter.

All vehicles shall have a tag or label installed by the manufacturer certifying conformance to the applicable FMVSS in effect at the time of manufacture in accordance with 49CFR567.

The vehicles are not required to be inspected or registered by the State, but the operator or owner shall have a scheduled program to inspect and maintain the vehicles in accordance with 49CFR570 and all of its auxiliary systems in accordance with the vehicles or equipment manufacturer's recommendations.

5. Type 4 General Requirements for Air Operations Area Vehicles Used in Non AOA and in the AOA Operated With PA License Plates ONLY

Type 4 vehicles shall be in compliance with the requirements specified in this chapter and the additional requirements specified in sub-chapter 5A-5L for the specific kind of vehicle or equipment operation or function. If sub-chapters 5A- 5L regulates an item(s) listed in sections 5.1-5.16, the item(s) shall conform to the requirements of that subchapter.

5.1. Design Criteria

Type 4 AOA vehicles must be designed for reliability and ease of operation. Manufacturers should assure that the principles of human engineering and ergonomics are designed into the functional controls of the vehicle. Minor component failures should not disable the vehicle or restrict it from accomplishing its primary function. Adequate redundancy should be built into all critical systems to assure that a single failure will not disable the vehicle. Whenever feasible, the preferred redundant mode should be mechanical. If mechanical means are not practical, the redundant mode should incorporate not more than one system and should be less complex than the primary operating system.

Exterior controls, handles, and operating devices should be designed to allow use by an operator wearing work gloves. Platform, steps, and access areas should be designed to allow an operator to wear work boots. Doors and access hoods should be designed to withstand winds and jet blast, should have adequate restraints to hold them in the open position without closing or falling on the operator, and must be equipped with latches or fasteners to secure them in the closed position.

Whenever possible, controls shall be identifiable as to correct positioning by logic of operation or have clear indications. Valves shall be marked as to open and closed positions, and whenever feasible, valves shall open when the control handles are in-line with the pipe or valve or the handles are turned in a counter clockwise direction.

Service points for commonly filled liquids such as fuel, motor oil, hydraulic oil, etc. should have the service points (dipsticks, service caps, etc.) identified by the use of contrasting color paint and labels indicating the appropriate service fluids and proper fluid level.

All fluid capacities that must be physically checked by the operator during pre- use inspections should be observable without the need to use tools and without requiring ladders, or other equipment.

Pilot lights or indicators shall be used for all controls or switches that do not provide positive indication of system operation to the operator. Warning lights or pilot lights should use color-coding to maximize operator's cognizance. Red indicators should indicate a serious malfunction or engagement of a primary operational function. Amber or yellow pilot lights or indicators should indicate a warning condition or engagement of a secondary operational function. Blue or green pilot lights should indicate informative indicators.

5.2. Size & Weight Limits

Vehicles used in both controlled and public areas shall conform to federal, State and local size and weight regulations, including the Bridge Gross Weight Formula.

However, when vehicles appropriate for support operations, such as refueler tankers, the airport manager may approve larger sizes and weights as appropriate for effective operations and within the limits of the airport infrastructure. Approval for such exceptions must be submitted in writing to the Airport Manager and must include information regarding the proposed vehicle(s) or equipment, specifically including maximum gross weight, all fully laden axle weights, dimensions between axles, front and rear overhang, and information regarding turning circles, off-tracking, maximum speed and gradeability, and stopping performance, and other information regarding turning and maneuverability necessary to determine the ability of the unit(s) to operate without adverse effects to roadway and to adequately integrate with other airport traffic.

All vehicles that are used only in the AOA shall conform to weight limitations appropriate to the aircraft approved for use at the airport. Dimensions may be as appropriate for the intended operation, however maneuverability, turning diameter, wall-to-wall turning circle, acceleration, and stopping performance and other dimensions shall be such so as to not impede or interfere with other airport operations, and to allow for emergency removal or retrieval.

5.3. Tow Hooks/Eyes

All AOA vehicles shall have heavy duty tow hooks, tow eyes, or other suitable toe connections attached to the front and rear of the vehicle. The tow hooks, eyes, or other suitable toe connections shall be attached to the frame or structure of the

vehicle, and provide adequate strength to allow pulling the vehicle for emergency recovery situations.

5.4. Safety Interlocks/High Idle Switches

Safety interlocks to prevent starting the engine unless the transmission is in neutral, or, the clutch is disengaged, shall be installed. High idle switches or throttle controls shall be designed to operate only when the transmission is in neutral.

5.5. Power Take-Off (PTO) and Hydraulic Systems

The PTO and associated equipment shall be designed and rated so that the system operates in accordance with the PTO and associated equipment manufacturer's recommendations. All driveshafts and joints shall be designed and installed to operate within the respective manufacturer's ratings. All hydraulic systems shall be designed and operated in accordance with the requirements specified in SAE ARP 1247, latest revision.

5.6. Electrical Systems

All vehicle wiring shall be in accordance with SAE J1292. All vehicle body electrical equipment, components, and wiring shall meet the requirements set forth in SAE ARP1247, latest revision.

The electrical system installed outside of the engine compartment or vehicle cab, including motors, electrical controls, electrical equipment and components, protective devices, and wiring, of all vehicles that handle, dispense, or transport hazardous materials, shall be of a proper design suitable for the Class, Division, and Group location for the product as defined in Article 500 of the National Electrical Code (NEC), NFPA 70. In addition, all electrical components and connections shall be made inside electrical enclosures. All driving motors, electrical controls, and electrical equipment shall be installed at a minimum height of 18 inches above the ground.

5.7. Battery Main Disconnect Switch and Critical Circuits

All vehicles or equipment that service aircraft that cannot be readily moved away from the aircraft shall be equipped with a main battery disconnect switch that completely disconnects battery power. This switch shall be located as close as possible to the battery and have its terminal connections enclosed so that they are protected from any product or fuel spills. Critical circuits that are required by the

vehicle or component manufacturer(s) to be powered directly off the battery, such as ECU's (Electronic Control Units), VIM's (Vehicle Interface Modules), etc., may be powered directly off the battery, but each circuit shall be protected by a properly rated fuse located as close as possible to the battery.

5.8. Vehicle Lights

All vehicles shall be in full compliance with FMVSS 108 requirements.

5.9. Reflective Marking

All vehicles shall be equipped with reflex reflectors or retroreflective stripping that marks the corner extremities of the vehicles visible from all directions (front, sides, and rear). The reflex reflectors shall meet SAE Class "A" requirements and retroreflective stripping shall conform to the requirements of ASTM D4956 latest revision, Standard Specification for Retroreflective Sheeting for Traffic Control.

5.10. Steering

Steering equipped with power assistance shall revert to manual operation in the event of power assist system failure, or be equipped with a dual power steering system that operates in a fail-safe manner so that the failure of one system will not lead to a loss of steering.

5.11. Fire Extinguishers

All vehicles equipped with fuel tank(s), hydraulic oil tank(s), or any flammable fuel tank(s) that have a combined volume of 200 gallons or more of flammable liquid shall be operated only if equipped with one 20 B:C: Purple K type fire extinguisher installed on the vehicle or equipment, or such a fire extinguisher is at a location readily accessible by ground personnel.

5.12. Flares

No Type 4 vehicles shall carry flares or any other devices that are possible sources of ignition.

5.13. Driver's Visibility

The vehicle shall be designed so that the driver has adequate visibility to the front, sides, and rear for safe operation of the vehicle. This requirement can be met with windows, a mirror system, or with CCTV camera(s) and screen(s). Exterior CCTV's, if used, must be designed to provide an image under low light conditions.

5.14. Backup Alarm

All vehicles that have limited rear view visibility and/or have a GVWR of 26,000 pounds or over and/or perform frequent backing shall be equipped with a backup alarm installed at the rear of the vehicle. The backup alarm shall be activated whenever the transmission is placed in reverse. The backup alarm shall be a SAE J994, Type B vehicle backup alarm.

5.15. Marking of Controls

Operating controls, light switches, and controls for auxiliary equipment shall be clearly and permanently marked, and permanently identified by identification plates. Signage setting forth necessary operating instructions shall be installed when required by Port Authority directive after inspection.

5.16. Painting, Markings, and Lighting

Vehicles shall be in compliance with all applicable FAA requirements including the latest revision of, or successor to, FAA Advisory Circular #150-5210-5b "Painting, Markings, and Lighting of Vehicles Used on an Air Terminal."

5A. Type 4 Mobile Lounges

All mobile lounges shall comply with Federal Motor Vehicle Safety Standards 49CFR571 as applicable to buses, OSHA requirements where practical, SAE Aerospace Recommended Practice (ARP) 1247, and shall be operated in compliance with Federal Motor Carrier Safety Regulations 49CFR390 to 49CFR397. Mobile lounges shall meet all requirements listed in Chapter 5, entitled "Type 4 General Requirements for Air Operations Area Vehicles," and they shall also be in compliance with the requirements set forth in this sub- chapter.

5A.1. Steering

Steering shall be a dual power steering system to operate in a fail-safe manner so that the failure of one system will not lead to a loss of steering.

5A.2. Brakes

The braking system shall be a dual power assisted type designed to operate in a fail-safe manner so that no single failure will result in the loss of vehicle braking. The fail-safe design shall be such that partial system operation will not adversely affect directional control of the vehicle with partial brake system operation. The brake system shall be designed and maintained to provide adequate retardation, as specified by the vehicle manufacturer to bring the vehicle to a controlled stop, and to not allow the vehicle to roll or move with total loss of system power.

5A.3. Deadman Control

The vehicle shall be equipped with a deadman system that applies the vehicle's parking brakes to stop the vehicle whenever the operator releases the deadman control during vehicle operation. The deadman system may utilize the vehicle's service brakes provided the brakes are applied at a controlled rate.

5A.4. Elevation & Descent System

The elevation and descent system shall be designed to operate in a fail-safe manner, so that no single failure of any component will cause the pod to descend or elevate unexpectedly.

5A.5. Emergency Descent

The elevation and descent system shall be equipped with an emergency descent system to permit lowering the passenger carrying pod at a controlled rate of descent in the event of power loss or the failure of the main elevating and descent system(s). Controls to operate the emergency descent system shall be located both at the operator's station in the pod and on the control panel on the lower chassis of the vehicle, for access by ground personnel.

5A.6. Emergency Exit Stairs

The pod shall be equipped with stairs or slides with an emergency release mechanism capable of being operated from inside or outside the unit with the stair or slide in any position from fully lowered to fully raised.

5A.7. Fire Extinguishers

Two fully charged fire extinguishers with a minimum 10 A:B:C rating shall be installed in the passenger carrying pod. The fire extinguishers shall be UL rated and be mounted readily accessible for use.

One fully charged 20 B:C: Purple K type extinguisher shall be mounted on the chassis at a location readily accessible by ground personnel.

5A.8. Engine Fire Detection & Suppression

Each engine(s) compartment(s) shall be equipped with a fire detection and suppression system. The detection system shall be designed to provide both visual and audible feedback to the driver, and at the ground level. This fire suppression system shall be designed to rapidly knock down and extinguish fires in the engine compartment. The fire suppression system shall be capable of manual discharge both from the driver's seat and from the ground and automatic discharge.

5A.9. Radio

Mobile lounges shall be equipped with a two-way radio capable of being tuned to the Air Terminal Ground Control frequency.

5A.10. PA System

Mobile lounges shall be equipped with a public address system to permit the driver or attendant to provide advisory and instructional information to the passengers. Jacks and headsets shall also be available at the ground position to allow the operator to communicate with ground personnel.

5A.11. Driver's Visibility

The mobile lounge driver must have adequate visibility to front, sides, and rear to drive the mobile lounge, and to observe the interior of the passenger pod. These requirements can be met with a mirror system adjustable from the driver's seat and with CCTV camera(s) and screen(s). Exterior CCTV's must be designed to provide an image under low light conditions.

5B. Type 4 Air Operations Area Ground Maintenance Equipment

To the extent vehicles have systems or features regulated by such bodies, all ground maintenance vehicles shall be in compliance with Federal, State, Local, bodies having jurisdiction in the area in which the Air Terminal is located. All ground maintenance vehicles shall be in full compliance with applicable FMVSS as much as practical, all ANSI and OSHA requirements, and any applicable FAA requirements. In addition to compliance with the above, all vehicles shall also meet applicable industry consensus standards (ANSI, ASTM, NFPA) and the specific requirements set forth herein.

5B.1. Elevated Mechanism Safety

The elevation and descent mechanisms of all ground maintenance equipment shall provide a means to protect against inadvertent dropping of lifted components that may be in a raised position for normal servicing or adjusting. Any cutters installed on lifting mechanisms shall be designed to stop as soon as they leave the ground.

5B.2. Engine Safety Shutdown

All self-propelled ground maintenance equipment equipped with cutters or tillers that are designed to move when the machine is stationary shall be equipped with a control switch designed to stop cutter or tiller movement when the operator leaves his station.

5B.3. Flashing Warning Lamp

All self-propelled ground maintenance equipment shall be equipped with a flashing warning lamp that is in compliance with SAE J974.

5B.4. Rearview Mirror

All ground maintenance equipment with an enclosed cab shall be equipped with a minimum of one rearview mirror or two side view mirrors to permit the operator to see behind the machine.

5B.5. Seatbelts

All ground maintenance equipment with rollover protection shall be equipped with seatbelts installed at each seating position.

5B.6. Shielding

The following parts shall be shielded or in a protected location to prevent operator injury: Moving traction elements; revolving engine components; pinch points or run-on points of exposed gears, belts, chain drives, and idlers; outside faces of pulleys, sheaves, sprockets, and gears on drives that rotate when the engine is running with all clutches disengaged; revolving parts with projections such as exposed bolts, keys, or set screws; revolving shafts except, smooth shaft ends protruding less than one-half the diameter of the shaft including its locking means; ground driven components, if operating personnel are exposed to them while the drivers are in motion; surfaces hot enough to cause personal injury during normal operation or servicing; functional components, such as snapping or husking rolls, straw spreaders and choppers, cutterbars, flail rotors, rotary beaters, augers, feed

rolls, rotary tillers, and similar units which must be exposed for proper function shall be shielded to the maximum extent permitted by the intended function of the component(s).

5B.7. Slow Moving Vehicle Emblem

All self-propelled ground maintenance equipment shall be equipped with a slow moving vehicle identification emblem that conforms to SAE J943a.

5C.Type 4 Aircraft Refueling Hydrant Service Tow Carts

To the extent that vehicles have systems or features regulated by such bodies all aircraft refueling hydrant service tow carts shall be in compliance with Federal, State, Local, bodies having jurisdiction in the area in which the Air Terminal is located. Specifically, all hydrant service tow carts shall be in compliance with Federal 49CFR Chapter V and 49CFR393, ATA Specification 103, SAE Aerospace Recommended Practice (ARP) latest revised document on "Specifications for Hydrant Service Tow Carts," NFPA 407, and with any other applicable FAA requirements. Compliance with the Federal and State requirements shall be limited to the extent that the vehicles are to operate as typical aircraft refueling tow carts as typically used at other major Air Terminals and meeting the specific requirements stipulated herein. The tow carts shall also meet all requirements listed in Chapter 5, entitled "Type 4 General Requirements for Air Operations Area Vehicles." in addition, they shall be in compliance with the requirements set forth in this chapter section.

5C.1. Aircraft Refueling System Design

The refueling system shall be equipped with a primary and secondary pressure limiting system and a flow limiting control system. The primary pressure control system shall utilize a pressure control valve that is either an integral part of either the hydrant coupler or the hydrant pit valve. The secondary pressure control system shall utilize a pressure control valve located in the refueling system onboard the tow cart. The fueling control system shall be activated and deactivated by a deadman system. When the control system is activated, fuel shall be pumped from the hydrant system through the control and filtration systems and then to the dispensing nozzle(s) in a fail-safe and controlled manner. The control system shall regulate and limit the fueling pressure at all nozzles and the dispensing flow rate at preset settings.

The pressure control system shall be controlled by regulating devices to sense fuel pressure at the nozzles. The control system shall limit the product pressure at any nozzle when fueling at any flow rate from zero to maximum flow and during any shutdowns. The system shall be designed so that any desired nozzle pressure

limitation can be selected and maintained with a pressure accuracy at the nozzle as listed in the paragraph entitle "Aircraft Refueling System Operation and Performance."

5C.2. Aircraft Refueling System Operation and Performance

The refueling system shall be set to operate so that the primary pressure control system controls and limits the fueling pressure to a maximum limit of 40 psi and the secondary pressure control system controls and limits the fueling pressure to a maximum limit of 50 psi at the dispensing nozzle(s). The secondary system shall perform the controlling function when the primary control system becomes inoperative. The system shall perform the refueling function in a stable manner controlling the fueling pressure within ±4 psi when fueling less than 150 gpm and ±2 psi when fueling at 150 gpm and at higher flows, and without excessive hunting. Systems that hunt to the point where the system recycles, stopping and starting with all manual valves in the full open position, shall not be used. The fuel control system shall also be designed so that the maximum momentary surge pressure in the fueling manifold of the aircraft (as measured directly downstream of the nozzle connections) does not exceed 120 psi when fueling at any flow conditions including at full rated flow and the fueling is stopped within 1 second, with any arrangement of nozzles used. To assure that the fueling system does not exceed a surge pressure limit, the system shall be periodically tested when fueling at a minimum of three different flow conditions, including fueling with a flow with a manifold back pressure of 0 PSI (providing rated flow rate), 25 PSI, and 40 PSI (or lower if the limited pressure setting is lower). The control system shall also limit the fueling system static pressure to a maximum lock-in pressure of 70 psi measured at the fueling underwing nozzle(s). The system and its accuracy shall be fully tested and properly documented on test sheets by the tow cart manufacturer, and operator when periodically testing.

5C.3. Aircraft Authorized Fueling and Quality Control

Tow carts shall fuel at the limiting fueling pressure, flow, surge pressure, filtration requirements, etc. as required by the aircraft manufacturer and the airline, whichever requires more stricter requirements. The complete refueling system, including the control systems and fuel quality, shall be checked, inspected, and tested in accordance with ATA Specification 103 and any additional requirements requested by the airlines. All Jet fuel dispensed shall conform to ASTM D-1655 and ATA Specification 103 requirements, latest revisions.

5C.4. Testing and Certification

Each tow cart shall be fully tested by the manufacturer to assure that it is equipped with all components and systems to safely operate and to assure that the unit meets all other requirements of these specifications. All safety features shall be tested and results documented. Each tow cart shall have a label or tag affixed to it certifying compliance with all applicable 49CFR requirements, SAE ARP 1247, AIR 1375,

and ARP document on "Specifications for Hydrant Service Tow Carts" latest revisions, NFPA 385 and 407, ATA Specification 103, that are in effect at the date of manufacture. In addition, each tow cart shall be labeled by the final-stage manufacturer as required by 49CFR568.

5C.5. Inspection and Maintenance

All tow carts shall be inspected, repaired, and maintained as required by 49CFR396. All of the tow cart's systems, parts, accessories, shall be properly inspected and maintained in safe and proper operating condition. Wear limits and replacement criteria for all systems and components shall be in accordance with the manufacturer's published recommendations.

The hydrant service tow cart system shall receive daily and periodical checks, inspections, and tests performed in accordance with ATA Specification 103, ARP, and as required by these specifications. All tests shall be properly documented.

5C.6. Trailer

All tow carts shall be equipped with a manufacturer's commercial-type full-trailer with parking brakes, properly rated for the application and service requirements. The trailer shall have a minimum gross weight rating (GWR) as required for the weight of the laden aircraft refueling system, with a proper weight distribution. The trailer shall meet all FMVSS requirements and be certified in accordance with 49CFR568.

The tow cart shall be equipped with a drawbar designed so that it is hinged and held in vertical position by a suitable locking holding device when not in use, and the drawbar shall have a maximum height of six (6) feet above the ground when in the vertical position.

The trailer shall be equipped with positive locking parking brakes, a lunette eye, safety chains, and an electrical connector. If the trailer is equipped with service brakes, it shall be equipped with a breakaway switch and battery installed in a sealed protective battery box.

5C.7. Engines

The tow cart's engine shall be located in a self-contained engine compartment, independent of the refueling system, and be covered so that any fuel leakage during aircraft fueling operation does not fall on any part of the engine. The engine compartment shall be fully ventilated and be accessible for fire suppression.

5C.8. Exhaust System

The tow cart's exhaust system shall be designed so that it directs and discharges down and away from the operator and fueling system. The exhaust system piping and components shall not extend below any refueling system piping or components and it shall be covered with shield(s) that divert any product away from the exhaust. All exhaust piping shall be a minimum of 12 inches away from any product piping, hoses, tanks, etc. All tow carts shall be equipped with a spark arrestor.

5C.9. Vehicle Lights

All tow cart body light systems shall be vapor-proof type lights and sealed (vapor proof) wiring systems.

5C.10. Product Filter-Separator and Filter Monitor

The refueling system shall be equipped with a filter-separator, a monitor, or both, rated for a minimum of 5% higher than the refueling capacity of the vehicle. The filter-separator and monitor may be a single vessel with their elements combined in one unit. The filter-separator and/or monitor shall be installed so all fuel dispensed passes through the unit. The filter-separator and monitor shall meet all API, IP, or API/IP latest requirements. The filter-separator and/or monitor system shall be properly designed with necessary components to automatically and continuously eliminate any entrapment of air in any part of the system. In addition, the filter-separator shall be equipped with a vacuum breaker and air purge valve for draining and properly filling the vessel.

The filtration system(s) elements shall be properly rated for the pressure and flow requirements that it may be exposed to with the possible failure of any system component(s).

5C.11. Hydrant Coupler and Nozzles

The hydrant coupler and all nozzles shall be equipped with holders and each holder shall be equipped with a sensing unit that senses when the hydrant coupler and nozzles are stored and operate with the interlock system function.

5C.12. Product Piping, Components, and Hose Couplings Materials

All product piping, components and hose coupling materials shall be compatible with the fuel carried therein. All piping and components that retain, convey, or handle the dispensing of fueling product shall be free of copper, brass, lead, and zinc. All dispensing piping shall be of either aluminum or 300-series stainless steel construction throughout, including all bolts, nuts, and washers that are in contact

with the dispensing fuel. All hoses downstream of the first filtration system including Jac Risor hoses, shall be stainless steel and meet all requirements of API Standard 1529, latest revision, for its application, except that dispensing hose couplings may be brass, meeting all requirements of API Standard 1529, latest revision. The filter-separator or filter-separator/monitor may be carbon steel and shall be epoxy coated in compliance with all latest API requirements. The filter-monitor shall be aluminum or stainless steel, and meet all latest IP requirements.

5C.13. Tanks, Piping, and Component Drains

All tanks that handle the product on the tow cart and all piping shall be equipped with drains to permit complete drainage. Components that cannot be drained through the tank or piping shall also be equipped with drains. All sump drain lines shall be of a rigid metallic material capable of handling the product. All drain lines shall extend to the side of the tow cart and be grouped together as practical in an accessible area, be protected with structural framework, and be properly labeled. The end of the sump drain lines shall be equipped with manually operated drain ball valve with downspouts that drain the product down with minimal splashing. The end of the spouts shall be equipped with quick connecting caps or plugs secured to the tow cart.

5C.14. Hoses and Hose Certificates

All hoses on the tow cart shall be in compliance with API Standard 1529 for its application and each hose shall have a certificate certifying compliance with all NFPA 407 requirements.

5C.15. Battery Main Disconnect Switch

All tow carts shall be equipped with a battery main disconnect switch that completely disconnects battery power. Battery powered or engine powered tow carts shall be equipped with a vapor-proof battery disconnect switch. This switch shall be located as close as possible to the battery and have its terminal connections enclosed so that they are protected from any product or fuel spills.

Critical circuits that are required by the tow cart or component manufacturer(s) to be powered directly off the battery, such as ECU's (Electronic Control Units), may be powered directly off the battery, but each circuit shall be protected by a properly rated fuse located as close as possible to the battery.

5C.16. Fire extinguishers

All tow carts shall be equipped with two (2) fully charged Purple-K 20 B:C fire extinguishers readily accessible from the ground. One fire extinguisher shall be installed on each side of the tow cart. If the extinguishers are protected from the

elements by covers, the extinguisher locations shall be clearly marked by labels consisting of two(2)-inch-high letters in contrasting colors.

5C.17. Hydrant Pressure Control

If the hydrant at the connecting point is not equipped with a pressure limiting valve, the refueling system shall be equipped with a pressure control coupler and it shall operate as the primary pressure control valve.

5C.18. Hydrant Excess Flow Shutdown Control

If the hydrant at the connecting point is not equipped with an excess flow shutdown, the tow cart shall be equipped with a coupler that is equipped with an excess flow shutdown. The excess flow control shall be set at a flow rate that is approximately 50 gpm higher than the flow rate setting of the tow cart.

5C.19. Auxiliary Air System

The auxiliary air system of tow carts equipped with air brakes shall fill with air only when the tow cart's air brake system has an air pressure of 65 psi or higher.

5C.20. Fuel Recovery Tank System

All hydrant service vehicles shall be equipped with a fuel recovery tank to collect fuel from air eliminators, pressure relief systems, product vents, etc. The tank and system components shall be designed to operate in all system-vacuum- and working-pressure- operating conditions. The tank shall be equipped with an inspection cover which shall be either securely tightened or be lockable. The fuel recovery tank shall be equipped with one of the following systems:

A. Shutdown System: A system that disables the fueling system (including the deadman system) whenever the fuel recovery tank is filled to a level of approximately ¾ full or more.

B. Automatic Recirculation System: A system that automatically empties the fuel recovery tank whenever the tank is filled to a level of approximately ¾ full and recirculates the product upstream of the filtration system. This system requires that all components meet all requirements specified in paragraph entitled "Product Piping, Components, and Hose Coupling Materials."

5C.21. Interlock/Deadman System

Tow carts shall be equipped with a safety interlock system that automatically applies the cart's parking or service brakes in a consistently controlled manner and

allows the refueling system to be operational only when the interlock system is activated.

The deadman system shall be designed so that the deadman is operational only when the refueling system is operational.

A. The tow cart's parking or service brakes shall automatically be applied, and shall be prevented from release when any of the following conditions exist:

1. The hydrant coupler is removed from its storage holder.

2. Any nozzle is removed from its storage holder.

3. If equipped with a lift, the lift platform is raised from the full down position. in addition, the lift raising system shall not be operational unless the parking or service brakes are applied.

4. If equipped with folding platform handrails, the handrails are raised from the full down or locked position.

5. The tow bar is in the full up position.

6. The cart's rear service brake lights shall turn "on" when the unit is in-transit and the cart's parking or service brakes are applied by any of the above conditions.

B. The refueling system shall be operational only when all of the following conditions exist:

1. The cart's parking brakes are applied.

2. If the interlock system utilizes the cart's service brakes, the service brakes are applied.

3. All emergency shut-off valves are in the deactivated position.

4. If the refueling system is equipped with a filter-separator, the water sump control valve is deactivated.

5. If the cart is equipped with a recovery tank shutdown system, the fuel level in the recovery tank is ¾ of the tank capacity or less.

C. The cart's service brakes shall not be released and the cart's parking brakes shall not be capable of being released unless all of the following conditions exist:

1. The hydrant coupler is stored in its storage holder.

2. All hose nozzles are stored in their storage holders.

3. If equipped with a lift, the lift platform is fully lowered to the down position.

4. If equipped with folding platform handrails, the handrails are lowered to the full down or locked position.

5. The tow bar is lowered from the full up position.

D. The refueling system shall not be operational when any of the following conditions exist:

1. The cart's parking brakes are released.

2. If the interlock system utilizes the cart's service brakes, the service brakes are released.

3. Any emergency shut-off valve is activated.

4. If the refueling system is equipped with a filter-separator, the water sump control valve is activated.

5. If the vehicle is equipped with a recovery tank shutdown system, the fuel level in the recovery tank is more than ¾ of the tank capacity.

E. The cart's engine shall shutdown and its starting circuit shall open so that the engine cannot be started when the conditions listed in A1 to A4 above exist, and the engine will start and run only when the conditions in C1 to C4 above exit.

F. For emergency situations, the vehicle shall be equipped with an interlock override valve or switch located on the front left side of the cart. The interlock override shall disable the refueling system and allow the operator to override the interlock system. The interlock override shall be safety wired in the deactivated position and be properly labeled "Interlock Override" with ¾ inch letters. The interlock override system shall operate as follows:

1. Override the conditions listed in E above and allow the operator to start the engine.

2. Override the conditions listed in A1 to A5 above and release the vehicle's service brakes or allow the operator to release the parking brakes.

3. Deactivate the refueling system, disabling the deadman.

4. The cart's 4-way flashers operate when the interlock override is activated.

G. Carts with air brakes shall be equipped with an air chuck installed on the control panel to allow filling its air reservoirs to release the brakes in the event that the air system is depleted. The brakes shall also be equipped for mechanical release using the method established by the cart's manufacturer.

5C.22. Material Prohibited

Magnesium shall not be used on any refueling tow cart.

5C.23. Storage Cabinets

Cabinets used only to store paperwork may be waterproof. Storage cabinets for storage of any equipment or parts shall have ventilated floors to prevent accumulation of vapors and spilled liquids.

5C.24. Electric Powered Tow Carts

Tow carts equipped with an electric propulsion system shall be equipped with a properly ventilated propulsion compartment and a separate battery compartment. All driving motors, electrical controls, and electrical equipment for the propulsion system shall be located in the propulsion compartment and all electrical connections shall be protected with rubber boots, or sealed with a non-conductive material. All driving motors, electrical controls, and electrical equipment shall be installed at a minimum height of 18 inches above the ground. All driving motors, electrical controls, and electrical equipment shall be of a design suitable for Class I, Division 1, Group D locations as defined in Article 500 of the National Electrical Code (NEC), NFPA 70. The battery compartment of an electrically powered refueling tow cart shall be fully insulated by a non-conducive lining and electrical leads shall be firmly fastened on insulated blocks to prevent short circuits. All other electrical systems shall meet all applicable NEC and NFPA 407 requirements.

5D. Type 4 Aircraft Refueling Hydrant Service Vehicles

All aircraft refueling hydrant service vehicles shall be in compliance with Federal, State, Local, and other appropriate regulatory bodies having jurisdiction in the area in which the Air Terminal is located, including Federal 49CFR Chapter V and 49CFR393, ATA Specification 103, SAE Aerospace Information Report (AIR) 4974 latest revision, NFPA 407, and with any other applicable FAA requirements. Compliance with the Federal and State requirements shall be limited to the extent that the units are to operate as typical aircraft refueling vehicles as typically used at other major Air Terminals and require meeting the specific requirements stipulated herein. The hydrant service vehicles shall meet all requirements listed in Chapter 5, entitled “Type 4 General Requirements for Air Operations Area Vehicles.” They shall also be in compliance with the requirements specified in this sub-chapter.

5D.1. Aircraft Refueling System Design

The refueling system shall be equipped with a primary and secondary pressure limiting and a flow limiting control system. The primary pressure control system shall utilize a pressure control valve that is either an integral part of either the hydrant coupler or the hydrant pit valve. The secondary pressure control system shall utilize a pressure control valve located in the refueling system on board the

vehicle. The fueling control system shall be activated, and deactivated by a deadman system. When the control system is activated fuel shall be pumped from the hydrant system through the control and filtration systems and then to the dispensing nozzle(s) in a fail-safe and controlled manner. The control system shall regulate and limit the fueling pressure at all nozzles and the dispensing flow rate at preset settings.

The pressure control system shall be controlled by regulating devices to sense fuel pressure at the nozzles. The control system shall limit the product pressure at any nozzle when fueling at any flow rate from zero to maximum flow and during any shutdowns. The system shall be designed so that any desired nozzle pressure limitation can be selected and maintained with a pressure accuracy at the nozzle as listed in the paragraph entitle "Aircraft Refueling System Operation and Performance."

5D.2. Aircraft Refueling System Operation and Performance

The refueling system shall be set to operate so that the primary pressure control system controls and limits the fueling pressure to a maximum limit of 40 psi and the secondary pressure control system controls and limits the fueling pressure to a maximum limit of 50 psi at the dispensing nozzle(s). The secondary system shall perform the controlling function when the primary control system becomes inoperative. The system shall perform the refueling function in a stable manner controlling the fueling pressure within ±4 psi when fueling less than 150 gpm and ±2 psi when fueling at 150 gpm and at higher flows, and without excessive hunting. Systems that hunt to the point where the system recycles, stopping and starting with all manual valves in the full open position, shall not be used. The fuel control system shall also be designed so that the maximum momentary surge pressure in the fueling manifold of the aircraft (as measured directly downstream of the nozzle connections) does not exceed 120 psi when fueling at any flow conditions including at full rated flow and the fueling is stopped within 1 second, with any arrangement of nozzles used. To assure that the fueling system does not exceed a surge pressure limit, the system shall be periodically tested when fueling at a minimum of three different flow conditions, including fueling with a flow with a manifold back pressure of 0 PSI (providing rated flow rate), 25 PSI, and 40 PSI (or lower if the limited pressure setting is lower). The control system shall also limit the fueling system static pressure to a maximum lock-in pressure of 70 psi measured at the fueling underwing nozzle(s). The system and its accuracy shall be fully tested and properly documented on test sheets by the tow cart manufacturer, and operator when periodically testing.

5D.3. Aircraft Authorized Fueling and Quality Control

The hydrant service vehicles shall fuel only those aircraft that they are authorized to fuel. The authorized vehicles shall fuel at the limiting fueling pressure, flow, surge pressure, filtration requirements, etc. as required by the aircraft manufacturer and the airline, whichever requires more stricter requirements. The complete vehicle refueling system, including the control systems and fuel quality shall be

checked, inspected, and tested in accordance with ATA Specification 103 and any additional requirements requested by the airlines. All Jet fuel dispensed shall conform to ASTM D-1655 latest revision and ATA Specification 103 requirements.

5D.4. Testing and Certification

Each hydrant service vehicle shall be fully tested by the manufacturer to assure that it is equipped with all components and systems to safely operate under all extreme conditions encountered in normal operation and to assure that the unit meets all other requirements of these specifications. All tests and safety features shall be properly tested and documented. Each hydrant service vehicle shall have a label or tag affixed to it certifying compliance with all applicable 49CFR requirements, SAE ARP 1247, AIR 1375, and AIR 4974 latest revisions, NFPA 385 and 407, ATA Specification 103, that are in effect at the date of manufacture. In addition, each hydrant service vehicle shall be labeled by the final-stage manufacturer as required by 49CFR568.

5D.5. Inspection and Maintenance

All hydrant service vehicles shall be inspected, repaired, and maintained as required by 49CFR396. All of the vehicle's systems, parts, accessories, shall be properly inspected and maintained in safe and proper operating condition. Wear limits and replacement criteria for all systems and components shall be in accordance with the manufacturer's published recommendations.

The complete vehicle refueling system shall have daily and periodical checks, inspections, and tests performed in accordance with ATA Specification 103, SAE AIR 4974, and as required by these specifications. All tests shall be properly documented.

5D.6. Cab-Chassis

All vehicles shall be equipped with a cab-chassis properly rated for the application and service requirements. The cab-chassis shall meet all FMVSS requirements and be certified in accordance with 49CFR568.

5D.7. Engines

The vehicle's propulsion engine shall be installed underneath or in front of the cab, and be covered so that any fuel leakage during aircraft fueling operation does not fall on any part of the engine. The engine compartment shall be fully ventilated and be accessible for firefighting.

5D.8. Exhaust System

The vehicle's exhaust system shall be designed so that it directs and discharges exhaust gases downward at the front right side of the vehicle. Minimal exhaust system piping and components shall extend behind the cab, and any piping or components that extend behind the cab shall be covered with a shield that diverts any product away from the exhaust. All vehicles shall be equipped with a spark arrestor.

5D.9. Vehicle Lights

The cab of the vehicle may be equipped with the manufacturer's standard lights. The body of the hydrant service vehicles shall be equipped with vapor-proof type lights and sealed (vapor proof) wiring systems.

5D.10. Product Filter-Separator and Filter Monitor

The refueling system shall be equipped with either a filter-separator, monitor, or both, rated for a minimum of 5% higher than the refueling capacity of the vehicle. The filter-separator and monitor may be a single vessel with their elements combined in one unit. The filter-separator and/or monitor shall be installed so all fuel dispensed passes through the unit. The filter-separator and monitor shall meet all API, IP, or API/IP latest requirements. The filter-separator and/or monitor system shall be properly designed with necessary components to automatically and continuously eliminate any entrapment of air in any part of the system. In addition, the filter-separator shall be equipped with a vacuum breaker and air purge valve for draining and properly filling the vessel.

The filtration system(s) elements shall be properly rated for the pressure and flow requirements that it may be exposed to with the possible failure of any system component(s).

5D.11. Hydrant Coupler and Nozzles

The hydrant coupler and all nozzles shall be equipped with holders and each holder shall be equipped with a sensing unit that senses when the hydrant coupler and nozzles are stored and operate with the interlock system function.

5D.12. Product Piping, Components, and Hose Coupling Materials

All product piping, components, and hose coupling materials shall be compatible with the fuel carried therein. All piping and components that retain, convey, or handle the dispensed fuel shall be free of copper, brass, lead, and zinc. All dispensing piping shall be of either aluminum or 300-series stainless steel construction throughout, including all bolts, nuts, and washers that are in contact with the dispensing fuel. All hoses downstream of the first filtration system, including Jac Risor hoses, shall be stainless steel and meet all requirements of API Standard 1529 latest revision, for its application, except that dispensing hose

couplings which may be brass meeting all requirements of API Standard 1529 latest revision. The filter-separator or filter-separator/monitor may be carbon steel and shall be epoxy coated in compliance with all latest the API requirements. The filter-monitor shall be aluminum or stainless steel and meet all the latest IP requirements.

5D.13. Tanks, Piping, and Component Drains

All tanks that handle the product on the vehicle and all piping shall be equipped with drains to permit complete drainage. Components that cannot be drained through the tank or piping shall be equipped with drains. All sump drain lines shall be of a rigid metallic material capable of handling the product. All drain lines shall extend to the side of the vehicle and be grouped together as practical in an accessible area, be protected with structural framework, and be accurately labeled. The end of the sump drain lines shall be equipped with manually operated drain ball valve with downspouts that drain the product down with minimal splashing. The end of the spouts shall be equipped with quick connecting caps or plugs secured to the vehicle.

5D.14. Hoses and Hose Certificates

All hoses on the vehicle shall be in compliance with API Standard 1529 for its application and each hose shall have a certificate certifying compliance with all NFPA 407 requirements.

5D.15. Battery Main Disconnect Switch

All vehicles shall be equipped with a battery main disconnect switch that completely disconnects battery power. This switch shall be located as close as possible to the battery and have its terminal connections enclosed so that they are protected from any product or fuel spills. Critical circuits that are required by the vehicle or component manufacturer(s) to be powered directly off the battery, such as ECU's (Electronic Control Units), VIM's (Vehicle Interface Modules), etc., may be powered directly off the battery, but each circuit shall be protected by a properly rated fuse located as close as possible to the battery.

5D.16. Fire Extinguishers

All vehicles shall be equipped with two (2) fully charged Purple-K 20 B:C fire extinguishers readily accessible from the ground. One fire extinguisher shall be installed on each side of the vehicle. If the extinguishers are protected from the elements by covers, the extinguisher locations shall be clearly marked by labels consisting of two(2)-inch-high letters in contrasting colors.

5D.17. Hydrant Pressure Control

If the hydrant at the connecting point is not equipped with a pressure limiting valve, the refueling system shall be equipped with a pressure control coupler and it shall operate as the primary pressure control valve.

5D.18. Hydrant Excess Flow Shutdown Control

If the hydrant at the connecting point is not equipped with an excess flow shutdown, the vehicle shall be equipped with a coupler that is equipped with an excess flow shutdown. The excess flow control shall be set at a flow rate that is approximately 50 gpm higher than the flow rate setting of the vehicle.

5D.19. System Check Valve

The refueling system shall be equipped with a main system check valve that prevents any fuel from being pumped into the hydrant system.

5D.20. Auxiliary Air System

The auxiliary air system of vehicles equipped with air brakes shall fill with air from the vehicles compressed air system only when the vehicle's air brake system has an air pressure of 65 psi or higher.

5D.21. Fuel Recovery Tank System

All hydrant service vehicles shall be equipped with a fuel recovery tank to collect fuel from air eliminators, pressure relief systems, product vents, etc. The tank and system components shall be designed to operate in all system-vacuum- and working-pressure- operating conditions. The tank shall be equipped with an inspection cover which shall be either securely tightened or be lockable. The fuel recovery tank shall be equipped with one of the following systems:

A. Shutdown System: A system that disables the fueling system, including the deadman system whenever the fuel recovery tank is filled to a level of approximately ¾ full or more.

B. Automatic Recirculation System: A system that automatically empties the fuel recovery tank whenever the tank is filled to a level of approximately ¾ full and recirculates the product upstream of the filtration system. This system requires that all components meet all requirements specified in

paragraph entitled "Product Piping, Components, and Hose Coupling Materials."

5D.22. Interlock System

Hydrant service vehicles shall be equipped with a safety interlock system that automatically applies the vehicle's parking or service brakes in a consistently controlled manner and allows the refueling system to be operational only when the interlock system is activated. The deadman system shall be designed so that the deadman is operational only when the refueling system is operational. The interlock system shall be equipped with an indicator light located on the dash to show that the interlock system is activated. The light is required to be operational only when the ignition switch is in the "on" position. The interlock system shall operate as follows:

A. The vehicle's rear service brake lights shall illuminate (when vehicle's ignition switch is in the "On" position), and the parking or service brakes shall automatically be applied and shall be prevented from release when any of the following conditions exist:

1. If equipped with air brakes, the air pressure for the vehicle's brake system drops below 60 psi.

2. The hydrant coupler is removed from its storage holder.

3. Any nozzle is removed from its storage holder.

4. If equipped with a lift, the lift platform is raised from the full down position. In addition, the lift raising system shall not be operational unless the parking or service brakes are applied.

5. If equipped with folding platform handrails, the handrails are raised from the full down or locked position.

When the interlock system utilizes the vehicle's parking brakes, the system shall be designed to operate in a manner that requires the operator to release the parking brakes from a control in the cab.

B. The refueling system shall be operational only when all of the following conditions exist:

1. The vehicle's parking brakes are applied.

2. If the interlock system utilizes the vehicle's service brakes, the service brakes are applied.

3. All emergency shut-off valves are in the deactivated position.

4. If the refueling system is equipped with a filter-separator, the water sump control valve is deactivated.

5. If the vehicle is equipped with a recovery tank shutdown system, the fuel level in the recovery tank is ¾ of the tank capacity or less.

C. The vehicle's service brakes shall not be released and the vehicle's parking brakes shall not be capable of being released unless all of the following conditions exist:

1. If the vehicle is equipped with air brakes, the vehicle's brake system air pressure is above 60 psi

2. All hydrant couplers are stored in their storage holders.

3. All hose nozzles are stored in their storage holders.

4. If equipped with a lift, the lift platform is fully lowered to the down position.

5. If equipped with folding platform handrails, the handrails are lowered to the full down or locked position.

D. The refueling system shall not be operational when any of the following conditions exist:

1. The vehicle's parking brakes are released.

2. If the interlock system utilizes the vehicle's service brakes, the service brakes are released.

3. Any emergency shut-off valve is activated.

4. If the refueling system is equipped with a filter-separator, the water sump control valve is activated.

5. If the vehicle is equipped with a recovery tank shutdown system, the fuel level in the recovery tank is more than ¾ of the tank capacity.

E. The vehicle's engine shall shut down and its starting circuit shall open so that the engine cannot be started when the conditions listed in A2 to A5 above exist, and only allow the engine to start and run when the conditions in C2 to C5 above exit. The conditions listed in A1 and C1 above shall not affect the starting or running of the engine.

F. For emergency situations, the vehicle shall be equipped with an interlock override valve or switch located on the front left side of the vehicle, above

the bumper. The interlock override shall be safety wired in the deactivated position and be properly labeled "Interlock Override" with ¾ inch letters. The interlock override shall disable the refueling system and allow the operator to override the interlock system. The interlock override system shall operate as follows:

1. Override the conditions listed in E above and allow the operator to start the vehicle.

2. Override the conditions listed in A2 to A4 above and release the vehicle's service brakes or allow the operator to release the parking brakes from a control in the cab.

3. Deactivate the refueling system disabling the deadman.

4. The vehicle's 4-way flashers operate when the interlock is activated.

G. A Vehicle with air brakes shall be equipped with an air chuck installed on the control panel to allow filling its air reservoirs to release the vehicle's brakes in the event that the vehicle's air system is depleted. Brakes shall also be equipped for mechanical release using the method established by the cab-chassis manufacturer.

5D.23. Material Prohibited

Magnesium shall not be used on any refueling vehicle.

5D.24. Storage Cabinets

Storage cabinets shall have ventilated floors to prevent the accumulation of vapors and spilled liquids.

5D.25. Paperwork Cabinets

Paperwork cabinets may be waterproof type units used only to store paperwork.

5D.26. Electric Powered Hydrant Service Vehicles

Hydrant service vehicles equipped with an electric propulsion system shall be equipped with a properly ventilated propulsion compartment and a separate battery compartment. All driving motors, electrical controls, and electrical equipment for the propulsion system shall be located in the propulsion compartment and all electrical connections shall be protected with rubber boots or sealed with a non-conductive material. All driving motors, electrical controls,

and electrical equipment shall be installed at a minimum height of 18 inches above the ground. All driving motors, electrical controls, and electrical equipment shall be of a design suitable for Class I, Division 1, Group D locations as defined in Article 500 of the National Electrical Code (NEC), NFPA 70. The battery compartment of an electrically powered refueling hydrant service vehicle shall be fully insulated by a non-conducive lining and electrical leads shall be firmly fastened on insulated blocks to prevent short circuits. All other electrical systems shall meet all applicable NEC and NFPA 407 requirements.

5E. Type 4 Aircraft Refueling Tanker Vehicles

All aircraft refueling tanker vehicles shall be in compliance with Federal, State, Local, and other appropriate regulatory bodies having jurisdiction in the area in which the Air Terminal is located. Specifically, all tanker vehicles shall be in compliance with Federal 49CFR Chapter V and 49CFR393, ATA Specification 103, SAE Aerospace Recommended Practice (ARP) 5818 latest revision, NFPA 385 and 407, and with any other applicable FAA requirements. All cargo tanks shall be designed, manufactured, tested, and certified that it is in compliance with all DOT 406 requirements. Compliance with the Federal and State requirements shall be limited to the extent that the units are to operate as typical aircraft refueling vehicles as typically used at other major Air Terminals and require meeting the specific requirements stipulated herein. The tanker vehicles shall meet all requirements listed in Chapter 5, entitled “Type 4 General Requirements for Air Operations Area Vehicles.” They shall also be in compliance with the requirements specified in this chapter section.

5E.1. Aircraft Refueling System Design

The refueling system shall be equipped with a primary and secondary pressure limiting system and a flow limiting control system. The primary and secondary pressure control systems shall utilize a system bypass valve and an inline pressure control valve, one operating as the primary and the other as a secondary pressure control valve. The fueling control system shall be activated and deactivated by a deadman system. When the control system is activated fuel shall be pumped from the product tank through the control and filtration systems and then to the dispensing nozzle(s) in a fail-safe and controlled manner. The control system shall regulate and limit the fueling pressure at all nozzles and the dispensing flow rate at preset settings.

The pressure control system shall be controlled by regulating devices to sense fuel pressure at the nozzles. The control system shall limit the product pressure at any nozzle when fueling at any flow rate from zero to maximum flow and during any shutdowns. The system shall be designed so that any desired nozzle pressure limitation can be selected and maintained with a pressure accuracy at the nozzle as

listed in the paragraph entitle "Aircraft Refueling System Operation and Performance."

Vehicles equipped for overwing fueling are not required to be equipped with a deadman system. Overwing systems lacking a deadman system must include a meter that deactivates the system when a preset quantity of fuel is dispensed, and be equipped with a control system that limits the dispensing flow rate whenever any overwing nozzle is removed from its storage holder.

5E.2. Aircraft Refueling System Operation and Performance

The refueling system shall not operate unless the primary pressure control system controls and limits the fueling pressure to a maximum limit of 40 psi and the secondary pressure control system controls and limits the fueling pressure to a maximum limit of 50 psi at the dispensing nozzle(s). The secondary system shall perform the controlling function if the primary control system becomes inoperative. The system shall perform the refueling function in a stable manner controlling the fueling pressure within ±2 psi when fueling at any flow rate, and without excessive hunting. Systems that hunt to the point where the system recycles, stopping and starting with all manual valves in the full open positions shall not be used. The fuel control system shall also be designed so that the maximum momentary surge pressure in the fueling manifold of the aircraft (as measured directly downstream of the nozzle connections) does not exceed 120 psi when fueling at any flow conditions including at full rated flow and the fueling is stopped within 1 second, with any arrangement of nozzles used. To assure that the fueling system does not exceed a surge pressure limit, the system shall be periodically tested when fueling at a minimum of three different flow conditions, including fueling with a flow with a manifold back pressure of 0 PSI (providing rated flow rate), 25 PSI, and 40 PSI (or lower if the limited pressure setting is lower). The control system shall also limit the fueling system static pressure to a maximum lock-in pressure of 70 psi measured at the fueling underwing nozzle(s). The system and its accuracy shall be fully tested and properly documented on test sheets by the tow cart manufacturer, and operator when periodically testing.

Vehicles equipped with overwing fueling shall be equipped with a system that limits the dispensing flow rate to 40 gpm whenever any overwing nozzle is removed from its storage holder. In vehicles equipped with underwing and overwing systems, the overwing control system shall be designed to operate in a fail-safe manner that assures that when any component(s) failure(s) occur the system will not operate in underwing fueling conditions.

5E.3. Aircraft Authorized Fueling and Quality Control

The tanker vehicles shall fuel only those aircraft that they are authorized to fuel. The authorized vehicles shall fuel at the limiting fueling pressure, flow, surge pressure, filtration requirements, etc. as required by the aircraft manufacturer and the airline, whichever requires more stricter requirements. The complete refueling

system, including the control systems and fuel quality shall be checked, inspected, and tested in accordance with ATA Specification 103 and any additional requirements requested by the airlines. All Jet fuel dispensed shall conform to ASTM D-1655 latest revision and ATA Specification 103 requirements.

5E.4. Testing and Certification

Each tanker vehicle shall be fully tested by the manufacturer to assure that it is equipped with all components and systems to safely operate under all extreme conditions encountered in normal operation and to assure that the unit meets all other requirements of these specifications. All tests and safety features shall be properly tested and documented. Each tanker vehicle shall have a label or tag affixed to it certifying compliance with all applicable 49CFR requirements, SAE ARP 1247, AIR 1375, and ARP 5818 latest revisions, NFPA 385 and 407, ATA Specification 103, that are in effect at the date of manufacture. Cargo tanks shall be tested, certified, and labeled by the tank manufacturer that it is in full compliance with Federal DOT requirements. In addition, each vehicle shall be labeled by the final-stage manufacturer as required by 49CFR568.

5E.5. Inspection and Maintenance

All tanker vehicles shall be inspected, repaired, and maintained as required by 49CFR396. All of the vehicle's systems, parts, accessories, shall be properly inspected and maintained in safe and proper operating condition. Wear limits and replacement criteria for all systems and components shall be in accordance with the manufacturer's published recommendations.

The complete refueling system shall have daily and periodical checks, inspections, and tests performed in accordance with ATA Specification 103. All tanks shall be inspected, tested, and qualified in accordance with 49CFR180. All inspections, tests, and qualifications shall be properly documented.

5E.6. Cab-Chassis

All vehicles shall be equipped with a properly rated for the application and service requirements. The cab-chassis shall meet all FMVSS requirements and be certified in accordance with 49CFR568.

5E.7. Engines

The vehicle's propulsion engine shall be either a diesel or an alternatively fueled engine located in a self-contained engine compartment, independent of the cargo tank, and be covered so that any fuel leakage during aircraft fueling operation does not fall on any part of the engine. The engine compartment shall be fully ventilated and be accessible for fire suppression.

5E.8. Exhaust System

The vehicle's exhaust system shall be equipped with a muffler and spark arrestor. The vehicle's exhaust system shall be designed so that it directs and discharges exhaust down at the right side of the vehicle, a minimum horizontal distance of three (3) feet away from the product tank and fuel handling equipment. All exhaust system piping or components shall be a minimum of two (2) feet away from the product tank. The exhaust shall be protected from contact with accumulations or leaks of grease, oil, vehicle fuel, or the product carried in the product tank.

On tractors or cab-over-engine type units, minimal exhaust system piping and components shall extend behind the cab, and any piping or components that extend behind the cab shall be covered with a shield that diverts any product away from the exhaust. In addition, the exhaust muffler and spark arrestor shall be located forward of the rear of the cab and shall discharge at the front right side of the vehicle.

5E.9. Vehicle Lights

The cab of the vehicle may be equipped with the manufacturer's standard lights. The body of the tanker vehicles shall be equipped with vapor-proof type lights and sealed (vapor proof) wiring systems.

5E.10. Product Filter-Separator and Filter Monitor

The refueling system shall be equipped with either a filter-separator, monitor, or both, rated for a minimum of 5% higher than the refueling capacity of the vehicle. The filter-separator and monitor may be a single vessel with their elements combined in one unit. The filter-separator and/or monitor shall be installed so all fuel dispensed passes through the unit. The filter-separator and monitor shall meet all API, IP, or API/IP latest requirements. The filter-separator and/or monitor system shall be properly designed with necessary components to automatically and continuously eliminate any entrapment of air in any part of the system. In

addition, the filter-separator shall be equipped with a vacuum breaker and air purge valve for draining and properly filling the vessel.

The filtration system(s) elements shall be properly rated for the pressure and flow requirements that it may be exposed to with the possible failure of any system component(s).

5E.11. Fuel Dispensing Nozzles

All nozzles shall be equipped with holders and each holder shall be equipped with a sensing unit that senses when the nozzle is stored and operate with the interlock system function.

5E.12. Fire Extinguishers

All vehicles shall be equipped with two fully charged (2) Purple-K 20 B:C fire extinguishers readily accessible from the ground. One fire extinguisher shall be installed on each side of the vehicle. If the extinguishers are protected from the elements by covers, the extinguisher locations shall be clearly marked by labels consisting of two(2)-inch-high letters in contrasting colors.

5E.13. Interlock System

Tanker vehicles shall be equipped with a safety interlock system that automatically applies the vehicle's parking or service brakes in a consistently controlled manner and allows the refueling system to be operational only when the interlock system is activated.
The deadman system shall be designed so that the deadman is operational only when the refueling system is operational. The interlock system shall be equipped with an indicator light located on the dash to show that the interlock system is activated. The light is required to be operational only when the ignition switch is in the "on" position. The interlock system shall operate as follows:

A. The vehicle's parking or service brakes shall be applied when any of the following conditions exist:

1. Vehicles equipped with air brakes, the air pressure for the vehicle's brake system drops below 60 psi.

2. The pump and/or Power Take Off are engaged.

3. The bottom loading system is activated.

4. Any internal valve is open.

5. Any fuel-dispensing nozzle is removed from its storage holder.

6. Any lift platform is raised from the full down position and the lift raising system shall not be operational unless the parking or service brakes are applied.

7. If equipped with folding platform handrails, the handrails are raised from the full down or locked position

The system shall be designed so that when any of the above conditions exist, the operator cannot release the vehicle's parking or service brakes. The vehicle's rear service brake lights shall turn "on" when the ignition switch is in the "on" position and the vehicle's parking or service brakes are applied by any of the above conditions.

8. When the interlock system utilizes the vehicle's parking brakes, the system shall be designed to operate in a manner that requires the operator to release the parking brakes from a control in the cab.

B. The refueling system shall be operational only when all of the following conditions exist:

1. The vehicle's parking brakes are applied.

2. If the interlock system utilizes the vehicle's service brakes, the service brakes are applied.

3. The pump and/or Power Take Off are engaged.

4. The internal valve is open.

5. Any fuel-dispensing nozzle is removed from its storage holder.

6. All emergency-shut-off valves are in the deactivated position.

7. If the refueling system is equipped with a filter-separator, the water sump control valve is deactivated.

C. The vehicle's service brakes shall be released and the vehicle's parking brakes shall be capable of being released only when all of the following conditions exist:

1. In vehicles equipped with air brakes, the air pressure for the vehicle's brake system is above 60 psi.

2. The pump and/or Power Take Off are disengaged.

3. The bottom loading system is deactivated.

4. All internal valves are closed.

5. All hose nozzles are stored in their storage holders.

6. If equipped with a lift, the lift platform is fully lowered to the down position.

7. If equipped with folding platform handrails, the handrails are lowered to the full down or locked position.

Vehicles equipped with air brakes, or when possible, the system shall be designed to operate in a manner that requires the operator to release the parking brakes from a control in the cab.

D. The refueling system shall not be operational when any of the following conditions exist:

1. The vehicle's parking brakes are released.

2. If the interlock system utilizes the vehicle's service brakes, the service brakes are released.

3. The pump and/or Power Take Off is disengaged.

4. The internal valve is closed.

5. All fuel-dispensing nozzles are stored in their storage holders.

6. Any emergency-shut-off valves are activated.

7. If the refueling system is equipped with a filter-separator, the water sump control valve is activated.

E. For emergency situations the vehicle shall be equipped with an interlock override valve or switch located on the front left side of the vehicle, above the bumper. The interlock override shall disable the refueling system and allow the operator to override the interlock system. The interlock override shall be safety wired in the deactivated position and be properly labeled "Interlock Override" with ¾ inch letters. The interlock override system shall operate as follows:

1. Override the conditions listed in A3 to A7 above and release the vehicle's service brakes or allow the operator to release the parking brakes from a control in the cab.

2. Deactivate the refueling system disabling the deadman.

3. The vehicle's 4-way flashers are operated when the interlock is activated.

Vehicles with air brakes shall be equipped with an air chuck installed on the control panel and/or front glad hands to release the vehicle's brakes to allow the filling of its air reservoirs in the event that the vehicle's air system is depleted.

The brakes shall be equipped with a mechanical release using the method established by the cab-chassis manufacturer.

5E.14. Material Prohibited

Magnesium shall not be used on any refueling vehicle.

5E.15. Auxiliary Air System

The auxiliary air system of vehicles equipped with air brakes shall fill with air from the vehicles compressed air system only when the vehicle's air brake system has an air pressure of 65 psi or higher.

5E.16. Storage Cabinets

Storage cabinets shall have ventilated floors to prevent accumulation of vapors and spilled liquids.

5E.17. Paperwork Cabinets

Paperwork cabinets may be waterproof type units used only to store paperwork.

5E.18. Product Tanks

All tanks shall be of either aluminum or 300-series stainless steel construction throughout, including all components, bolts, nuts, and washers. All tanks shall be designed to be in compliance with Federal DOT packaging, shipping, operating, and handling requirements for the product that it is approved to handle. All tank manhole openings shall be equipped with a sealed gauge marker set to indicate that the tank or compartment is full, and which indicates the maximum allowable fill capacity of the tank or compartment. The tank shall have a minimum space for expansion of the product that is equal to three percent (3%) of the tank's nominal capacity when the tank is filled to its full markers. The tank shall have a trough or pitch at the bottom to collect water. The trough or pitch at the bottom of the tank shall be a minimum of one-in-ten slope in the transverse direction leading to the bottom sump drain of either the complete tank or each compartment. The top of the tank shall be equipped with necessary flashing that directs any fuel away from spilling on the engine or transmission. All lines that drain the top of the tank shall be of clear tubing with a minimum size of 1½ inches that permit quick inspections if the lines are clogged and drain approximately 6 inches below the frame.

5E.19. VAPOR RECOVERY SYSTEM

All vehicles that transport and/or dispense any aviation gasoline products shall be equipped with a vapor recovery system as required by 49CFR requirements.

5E.20. Product Piping, Components, and Hose Coupling Materials

All product piping, components, and hose coupling materials shall be compatible with the fuel contained therein. All piping and components that retain, convey, or handle the dispensing of refueling including all components in the product tank shall be free of copper, brass, lead, and zinc. All dispensing piping shall be of either aluminum or 300-series stainless steel construction throughout, including all bolts, nuts, and washers that are in contact with the dispensing fuel. All other hose couplings downstream of the first filtration system, including Jac Risor hoses, shall be stainless steel and meet all requirements of API Standard 1529 latest revision for its application, except that dispensing hose couplings may be brass couplings meeting all requirements of API Standard 1529 latest revision. The filter-separator or filter-separator/monitor may be carbon steel and it shall be epoxy coated in compliance with all latest API requirements. The filter-monitor shall be aluminum or stainless steel and meet all latest IP requirements.

5E.21. Trailers

All trailer type units shall be equipped with brakes that will automatically apply upon breakaway from the tractor or towing vehicle and that will stop and hold the trailer.

When the semi-trailer is connected to the tractor, the fifth wheel release mechanism shall be secured with either a safety bolt, pin, or other securing device that prevents the mechanism from being released.

5E.22. Bottom Loading

All tanks equipped with bottom loading capability shall be equipped with a product loading shutdown system that shuts down the filling operation, closing the tank's internal valve(s), when the tank or compartment is filled to the full markers set for expansion space allowances. The shutdown system shall be equipped with a precheck system that allows testing the operation of the shutdown system during the filling operation. The precheck system may be operated either manually or automatically. All lines that operate the precheck system shall be filtered through a water absorbing filter elements.

The bottom loading system shall also be equipped with a backup shutdown system that also shuts down the loading rack in the event that the above shutdown system fails. The backup shutdown system shall be compatible to properly operate with the rack shutdown system at the respective Air Terminal. The backup shutdown system shall be equipped with a precheck system to test its operation before completing each bottom loading operation.

5E.23. Tank, Piping, and Component Drains

All tanks that handle the product on the vehicle and all piping shall be equipped with drains to permit complete drainage. Components that cannot be drained through the tank or piping shall also be equipped with drains. The tank sump drainage system shall be designed, assembled, and operate in accordance with 49CFR178.346. All tank sump drain valves shall be of a spring-loaded positive-shut-off type so that the valve will self-close and remain closed unless activated to hold the valve open. The main piping system shall be equipped with a sump and drain at the low point. All sump drain lines shall be of a rigid metallic material capable of handling the product. All drain lines shall extend to the side of the vehicle and be grouped together as practical in an accessible area, be protected with structural framework, and be properly labeled. The end of the sump drain lines shall be equipped with manually operated drain ball valve with downspouts that drain the product down with minimal splashing. The end of the spouts shall be equipped with quick connecting caps or plugs secured to the vehicle.

5E.24. Hoses and Hose Certificates

All hoses on the vehicle shall be in compliance with API Standard 1529 for its application and each hose shall have a certificate certifying compliance with all NFPA 407 requirements.

5E.25. Battery Main Disconnect Switch and Critical Circuits

All vehicles shall be equipped with a vapor proof battery main disconnect switch that completely disconnects battery power. This switch shall have its terminal connections enclosed so that they are protected from any product or fuel spills and located as close as possible to the battery. Critical circuits that are required by the vehicle or component manufacturer(s) to be powered directly off the battery, such as ECU's (Electronic Control Units), VIM's (Vehicle Interface Modules), etc., may be powered directly off the battery, but each circuit shall be protected by a properly rated fuse located as close as possible to the battery.

5E.26. Electric Powered Vehicles

Tanker vehicles equipped with an electric propulsion system shall be equipped with a properly ventilated propulsion compartment and a separate battery compartment. All driving motors, electrical controls, and electrical equipment for the propulsion system shall be located in the propulsion compartment and all electrical connections shall be protected either with rubber boots or sealed with a non-conductive material. All driving motors, electrical controls, and electrical equipment shall be installed at a minimum height of 18 inches above the ground. All driving motors, electrical controls, and electrical equipment shall be of a design suitable for Class I, Division 1, Group D locations as defined in Article 500 of the National Electrical Code (NEC), NFPA 70. The battery compartment of an electrically powered refueling tanker shall be fully insulated by a non- conducive lining and electrical leads shall be firmly fastened on insulated blocks to prevent short circuits. All other electrical systems shall meet all applicable NEC and NFPA 407 requirements.

5F. Type 4 Automotive Refueling Tanker Vehicles

All automotive refueling tanker vehicles shall be in compliance with Federal, State, Local, and other appropriate regulatory bodies having jurisdiction in the area in which the Air Terminal is located. Specifically, all tanker vehicles shall be in compliance with Federal 49CFR Chapter V and 49CFR393, SAE Aerospace Recommended Practice (ARP) 1247 and applicable ARP 5818 latest revision, NFPA 385, and with any other applicable FAA requirements. All cargo tanks shall be designed, manufactured, tested, and certified that it is in compliance with all DOT 406 requirements. Compliance with the Federal and State requirements shall be limited to the extent that the units are to operate as typical automotive refueling vehicles as typically used at other major Air Terminals and require meeting the specific requirements stipulated herein. The tanker vehicles shall meet all requirements listed in Chapter 5, entitled “Type 4 General Requirements for Air Operations Area Vehicles,” and in addition they shall be in compliance with the requirements set forth in this sub chapter.

5F.1. Automotive Refueling System Design

The refueling system shall be equipped with a fail-safe flow limiting control system. The fueling control system shall be operated (activated and deactivated) by an operator controlled system. When the control system is activated, fuel shall be pumped from the product tank through the control system, then to the filtration system, and then to the dispensing equipment in a fail-safe and controlled manner. The control system shall regulate and limit the dispensing flow rate at all nozzles at a preset setting.

All types of automotive refueling vehicles may have a refueling system equipped with a pumping system that is powered either by a Power Take Off system or an electrical motor. If an electric motor is used, the motor shall be of an explosion proof type and the complete electric system shall be in compliance with National Electric Code requirements for a system operating in hazardous conditions where gasoline is the product being handled.

5F.2. Automotive Refueling System Operation and Performance

The refueling system shall be set to operate so that the dispensing rate of flow is limited to a maximum allowable pumping rate of 12 gpm measured at any nozzle. The system shall operate in a fail-safe manner so that any single component failure shall either stop the system from operating or allow it to operate at a diminished rate of flow.

The system shall perform the refueling in a stable manner, controlling the fuel flow when fueling at any flow rate without hunting. The fuel control system shall also be designed so that upon release of the fueling nozzle the fuel flow shall fully stop instantly. The control system shall also limit the fueling system static pressure to a maximum lock-in pressure of 20 psi, achieved in any possible manner. The complete system and its accuracy shall be fully tested and properly documented on test sheets by the vehicle manufacturer.

5F.3. Automotive Vehicles Authorized Fueling and Quality Control

The automotive refuelers shall only fuel those vehicles and at the locations and times as authorized by the Air Terminal Manager. The fuel quality shall be checked, inspected, and tested in accordance with industry practices. Fuel dispensed should conform to ASTM, latest revision, specifications for the product being dispensed.

5F.4. Testing and Certification

Each tanker vehicle shall be fully tested by the manufacturer to assure that it is equipped with all components and systems to safely operate under all conditions and to assure that the unit meets all other requirements of these specifications. All tests and safety features shall be properly tested and documented. Each tanker vehicle shall have a label or tag affixed to it certifying compliance with all applicable 49CFR requirements, SAE ARP 1247 and applicable ARP 5818 and AIR 1375 latest revisions, NFPA 385, that are in effect at the date of manufacture. Cargo tanks shall be tested, certified, and labeled by the tank manufacturer that it is in full compliance with Federal DOT requirements. in addition, each vehicle shall be labeled by the final-stage manufacturer as required by 49CFR568.

5F.5. Inspection and Maintenance

Tanker vehicles shall be inspected, repaired, and maintained as required by 49CFR396. All of the vehicle's systems, parts, accessories, shall be properly inspected and maintained in safe and proper operating condition. Wear limits and replacement criteria for all systems and components shall be in accordance with the manufacturer's published recommendations.

The complete refueling system shall have daily and periodical checks, inspections, and tests performed in accordance with the vehicle manufacturer's recommendations. All tanks shall be inspected, tested, and qualified in accordance with 49CFR180. All inspections, tests, and qualifications shall be properly documented.

5F.6. Cab-Chassis

All vehicles shall be equipped with a cab-chassis manufacturer's standard production cab-chassis, properly rated for the application and service requirements. The cab-chassis shall meet all FMVSS requirements and be certified in accordance with 49CFR568.

5F.7. Engines

The vehicle's propulsion engine shall be a diesel or alternatively fueled located in a self-contained engine compartment, independent of the cargo tank, and be covered with proper shields so that any fuel leakage during aircraft fueling operation does not fall on any part of the engine. The engine compartment shall be fully ventilated and be accessible for firefighting.

5F.8. Exhaust System

The vehicle's exhaust system shall be equipped with a muffler and spark arrestor. The vehicle's exhaust system shall be designed so that it directs and discharges exhaust downward at the right side of the vehicle, a minimum horizontal distance of three (3) feet away from the product tank and fuel handling equipment. All exhaust system piping or components shall be a minimum of two (2) feet away from the product tank. The exhaust shall be protected from exposure to accumulations or leaks of grease, oil, vehicle fuel, or the product carried in the product tank.

On tractors or cab-over-engine type units, minimal exhaust system piping and components shall extend behind the cab, and any piping or components that

extend behind the cab shall be covered with a shield that diverts any product away from the exhaust. In addition, the exhaust muffler and spark arrestor shall be located forward of the rear of the cab and shall discharge at the front right side of the vehicle.

5F.9. Vehicle Lights

The cab of the vehicle may be equipped with the manufacturer's standard lights. The body of the tanker vehicles shall be equipped with vapor-proof type lights and sealed (vapor proof) wiring systems.

5F.10. Product Filtration

If the vehicle is equipped with a filtration system, the filtration system shall be properly rated for the refueling system flow capacity. The system shall be properly designed to eliminate any entrapment of air in any part of the system.

5F.11. Emergency Shutoff Valves

The tanker vehicle shall be equipped with two emergency shutoff valves, located on each side of the vehicle, that shut down the refueling system when activated. The valves shall be labeled "EMERGENCY SHUTOFF" with 1½-inch letters.

5F.12. Fuel Dispensing Nozzles

All fuel dispensing nozzles shall be equipped with nozzle holders and each holder shall be equipped with a sensing unit that senses when the nozzle is stored and operates with the interlock system function.

5F.13. Fire extinguishers

All vehicles shall be equipped with two(2) fully charged Purple-K 20 B:C fire extinguishers readily accessible from the ground. One fire extinguisher shall be installed on each side of the vehicle. If the extinguishers are protected from the elements by covers, the extinguisher locations shall be clearly marked by labels consisting of two(2)-inch-high letters in contrasting colors.

5F.14. Interlock System

Tanker vehicles shall be equipped with a safety interlock system that automatically applies the vehicle's parking or service brakes in a consistently controlled manner and allows the refueling system to be operational only when the interlock system is activated. The interlock system shall be equipped with an indicator light located on the dash to show that the interlock system is activated. The light is required to be operational only when the ignition switch is in the "on" position. The interlock system shall operate as follows:

A. The vehicle's parking or service brakes shall be applied and shall be prevented from release when any of the following conditions exist:

1. Vehicles equipped with air brakes, the air pressure for the vehicle's brake system drops below 60 psi.
2. The pump and/or PTO are engaged.
3. The bottom loading system is activated.
4. Any internal valve is open.
5. Any fuel-dispensing nozzle is removed from its storage holder.

The vehicle's rear service brake lights shall turn "on" when the ignition switch is in the "on" position and the vehicle's parking or service brakes are applied by any of the above conditions.

When the interlock system utilizes the vehicle's parking brakes, or when possible, the system shall be designed to operate in a manner that requires the operator to release the parking brakes from a control in the cab.

B. The refueling system shall be operational only when all of the following conditions exist:

1. The vehicle's parking brakes are applied.
2. If the interlock system utilizes the vehicle's service brakes, the service brakes are applied.
3. The pump and/or PTO are engaged.
4. Any internal valve is open.
5. Any fuel-dispensing nozzle is removed from its storage holder.
6. All emergency shutoff valves are in the deactivated position.

C. The vehicle's service brakes shall not be released and the vehicle's parking brakes shall not be capable of being released unless all of the following conditions exist:

1. Vehicles equipped with air brakes, the air pressure for the vehicle's brake system is above 60 psi.
2. The pump and/or PTO are disengaged.
3. The bottom loading system is deactivated.
4. All internal valves are closed.
5. All hose nozzles are stored in their storage holders.

Vehicles equipped with air brakes, or when possible, the system shall be designed to operate in a manner that requires the operator to release the parking brakes from a control in the cab.

D. The refueling system shall not be operational when any of the following conditions exist:

1. The vehicle's parking brakes are released.
2. If the interlock system utilizes the vehicle's service brakes, the service brakes are released.
3. The pump and/or PTO are disengaged.
4. All internal valves are closed.
5. All fuel-dispensing nozzles are stored in their storage holders.
6. Any emergency shutoff valves are activated.

E. For emergency situations, the vehicle shall be equipped with an interlock override valve or switch located on the front left side of the vehicle, above the bumper. The interlock override shall disable the refueling system and allow the operator to override the interlock system. The interlock override shall be safety wired in the deactivated position and be properly labeled "Interlock Override" with ¾-inch letters. The interlock override system shall operate as follows:

1. Override the conditions listed in A3 to A5 above and release the vehicle's service brakes or allow the operator to release the parking brakes from a control in the cab.
2. Deactivate the refueling system.
3. The vehicle's 4-way flashers are operated when the interlock is activated.

F. Vehicles with air brakes shall be equipped with an air chuck installed on the control panel to allow filling its air reservoirs in the event that the vehicle's air system is depleted to release the vehicle's brakes. The brakes shall also be equipped with a mechanical release using the method established by the cab-chassis manufacturer.

5F.15. Material Prohibited

Magnesium shall not be used on any refueling vehicle.

5F.16. Auxiliary Air System

The auxiliary air system of vehicles equipped with air brakes shall fill with air from the vehicles compressed air system only when the vehicle's air brake system has an air pressure of 65 psi or higher.

5F.17. Storage Cabinets

Storage cabinets shall have ventilated floors to prevent accumulation of vapors and spilled liquids.

5F.18. Paperwork Cabinets

Paperwork cabinets may be waterproof type units used only to store paperwork.

5F.19. Product Tanks

All tanks shall be of either aluminum or 300-series stainless steel construction throughout, including all components, bolts, nuts, and washers. Automotive fuel dispensing vehicles handling gasoline shall have a maximum nominal capacity of 3,000 gallons. All tanks shall be designed to be in compliance with Federal DOT packaging, shipping, operating, and handling requirements for the product that it is approved to handle. All tank manhole openings shall be equipped with a sealed gauge marker set to indicate that the tank or compartment is full, and indicates the maximum allowable fill capacity of the tank or compartment. The tank shall have a minimum space for expansion of the product that is equal to five (5) percent of the tank's capacity when the tank is filled to its full markers. The tank shall be of an adequate design to properly operate as an automotive refueling vehicle, and should have a sump area to collect water. The top of the tank shall be equipped with necessary flashing that directs any fuel away from spilling on the engine or transmission. All lines that drain the top of the tank shall be of clear tubing that

permit quick inspections if the lines are clogged and drain approximately 6 inches below the frame.

5F.20. Product Piping, Components, and Hose Coupling Materials

All hoses, piping, and component materials shall be compatible with the product dispensed. All hoses shall be equipped with proper hose couplings and each hose-coupling assembly shall be tested.

5F.21. Trailers

All trailer type units shall be equipped with brakes that will automatically apply upon breakaway from the tractor or towing vehicle and that will stop and hold the trailer.

When the semi-trailer is connected to the tractor, the fifth wheel release mechanism shall be secured with either a safety bolt, safety wire, or chain to prevent the system from being released.

Full trailer type tankers shall not be used for automotive refuelers.

5F.22. Bottom Loading

All tanks equipped with bottom loading capability shall be equipped with a product loading shutdown system that shuts down the filling operation, closing the tanks internal valve(s), when the tank or compartment is filled to the full marker set for expansion space allowances. The shutdown system shall be equipped with a precheck system that allows testing the operation of the shutdown system during the filling operation. The precheck system may be operated either manually or automatically. All lines that operate the precheck system shall be filtered through a water absorbing filter elements.

The bottom loading system shall also be equipped with a backup shutdown system that also shuts down the loading rack in the event that the above shutdown system fails or have a second operator near the rack that can immediately shutdown the rack when the tank is filled to the markers. If equipped with a backup shutdown system, the backup shutdown system shall be compatible to properly operate with the rack shutdown system at the respective loading rack. In addition, the backup shutdown system shall be equipped with a precheck system to test its operation before completing each bottom loading operation.

5F.23. Tank, Piping, and Component Drains

The tank and all piping shall be equipped with drains to permit complete drainage. Components that cannot be drained through the tank or piping shall also be equipped with drains. The tank sump drainage system shall be designed, assembled, and operate in accordance with 49CFR178.346. All tank sump drain valves shall be of a spring-loaded positive-shut-off type so that the valve will self- close and remain closed unless activated to hold the valve open. All drain lines shall be of a rigid metallic material capable of handling the product. All drain lines shall extend to the side of the vehicle in an accessible area, be protected with structural framework, and be properly labeled. The end of the sump drain lines shall be equipped with manually operated drain ball valve with downspouts that drain the product down with minimal splashing. The end of the spout shall be equipped with quick connecting caps or plugs secured to the vehicle.

5F.24. Battery Main Disconnect Switch and Critical Circuits

All vehicles shall be equipped with a vapor proof battery main disconnect switch that completely disconnects battery power. This switch shall be located as close as possible to the battery. Critical circuits that are required by the vehicle or component manufacturer(s) to be powered directly off the battery, such as ECU's (Electronic Control Units), VIM's (Vehicle Interface Modules), etc., may be powered directly off the battery, but each circuit shall be protected by a properly rated fuse located as close as possible to the battery.

5F.25. Electric Powered Vehicles

Tanker vehicles equipped with an electric propulsion system shall be equipped with a properly ventilated propulsion compartment and a separate battery compartment. All driving motors, electrical controls, and electrical equipment for the propulsion system shall be located in the propulsion compartment and all electrical connections shall be protected either with rubber boots or sealed with a non-conductive material. All driving motors, electrical controls, and electrical equipment shall be installed at a minimum height of 18 inches above the ground. All driving motors, electrical controls, and electrical equipment shall be of a design suitable for Class I, Division 1, Group D locations as defined in Article 500 of the National Electrical Code (NEC), NFPA 70. The battery compartment of an electrically powered refueling tanker shall be fully insulated by a non- conducive lining and electrical leads shall be firmly fastened on insulated blocks to prevent short circuits. All other electrical systems shall meet all applicable NEC and NFPA 407 requirements.

5G. Type 4 Hazmat Tank Vehicle All Other Types of Vehicles
Transporting or Dispensing Other Fuels Or Any Hazardous Material Products

All vehicles transporting or dispensing any other types of fuels not covered by the other chapter sections in this chapter shall be in compliance with Federal, State, Local, and other appropriate regulatory bodies having jurisdiction in the area in which the Air Terminal is located. Specifically, all vehicles shall be in compliance with Federal 49CFR Chapter V, 49CFR393, and 49CFR 171 specific requirements, SAE Aerospace Recommended Practice (ARP) 1247 and other applicable SAE documents latest revisions, NFPA 385, and with any other applicable FAA requirements. All cargo tanks shall be designed, manufactured, tested, and certified that it is in compliance with all DOT applicable requirements. Compliance with the Federal and State requirements shall be limited to the extent that the units are to operate as typical vehicles as used at major Air Terminals. The vehicles shall meet all requirements listed in Chapter 5, entitled "Type 4 General Requirements for Air Operations Area Vehicles," and in addition they shall be in compliance with the requirements specified in this chapter section.

5G.1. System Design

All systems shall be equipped with a fail-safe flow limiting control system. The control system shall be operated (activated and deactivated) by an operator controlled system. When the control system is activated, the product shall be pumped from the product tank through the control system to any other system required for the product, and then to the dispensing equipment in a fail-safe and controlled manner. The control system shall regulate and limit the dispensing flow rate at all nozzles at a preset setting.

Vehicles may be equipped with a pumping system that is powered either by PTO system or an electrical motor. If an electric motor is used, if the product is classified as either flammable or combustible, the motor shall be of an explosion proof type and the complete electric system shall be in compliance with NEC and other applicable NFPA requirements for a system operating in hazardous conditions for the product being handled.

5G.2. System Operation and Performance

The system shall be set to operate so that the dispensing rate of flow is limited to a maximum allowable pumping rate as designed by the vehicle manufacturer and perform as similar types of vehicles in the industry that perform the same type of

operation. The system shall operate in a fail-safe manner so that any single component failure shall either stop the system from operating or allow it to operate at a diminished rate of flow.

The system shall operate in a stable manner controlling the flow when operating at any flow rate without hunting. The control system shall also be designed so that upon release of either a nozzle or deadman operator, the product flow shall fully stop instantly. The control system shall also limit the product system static pressure to a safe maximum lock-in pressure, achieved in any possible manner. The complete system and its accuracy shall be fully tested and properly documented on test sheets by the vehicle manufacturer.

5G.3. Testing and Certification

All vehicles shall be initially fully tested by the manufacturer to assure that it is equipped with all proper and necessary components and systems to safely operate under all conditions. All safety features shall be properly tested and documented. Each vehicle shall have a label or tag affixed to it certifying compliance with applicable 49CFR requirements, all SAE applicable requirements, NFPA 385, or other applicable requirement that are in effect at the date of manufacture. Cargo tanks shall be tested, certified, and labeled by its manufacture that they are in full compliance with Federal DOT requirements. in addition, each vehicle shall be labeled by the final-stage manufacturer as required by 49CFR568.

5G.4. Inspection and Maintenance

All vehicles shall be inspected, repaired, and maintained as required by 49CFR396. All of the vehicle's systems, parts, accessories, shall be properly inspected and maintained in safe and proper operating condition. Wear limits and replacement criteria for all systems and components shall be in accordance with the manufacturer's published recommendations.

The complete system shall have daily and periodical checks, inspections, and tests performed in accordance with the vehicle manufacturer's recommendations. All tanks shall be inspected, tested, and qualified in accordance with 49CFR180. All inspections, tests, and qualifications shall be properly documented.

5G.5. Cab-Chassis

All vehicles shall be equipped with a cab-chassis properly rated for the application and service requirements. The cab-chassis shall meet all FMVSS requirements and be certified in accordance with 49CFR568.

5G.6. Engines

The vehicle's propulsion engine of all vehicles handling flammable or combustible products shall be diesel or alternatively fueled located in a self- contained engine compartment, independent of the cargo tank, and be covered with so that any product leakage during loading or dispensing operation does not fall on any part of the engine. The engine compartment shall be fully ventilated and be accessible for firefighting.

5G.7. Exhaust System

All vehicles handling flammable or combustible products shall be equipped with a muffler and spark arrestor. These vehicle's exhaust system shall be designed so that it directs and discharges exhaust down at the right side of the vehicle, a minimum horizontal distance of three (3) feet away from the product tank and product handling equipment. All exhaust system piping or components shall be a minimum of two (2) feet away from the product tank. The exhaust shall not be exposed to accumulations or leaks of grease, oil, vehicle fuel, or the product carried in the product tank.

On tractors or cab-over-engine type units for vehicles handling flammable or combustible products, minimal exhaust system piping and components shall extend behind the cab, and any piping or components that extend behind the cab shall be covered with a shield that diverts any product away from the exhaust. in addition, the exhaust muffler and spark arrestor shall be located forward of the rear of the cab and shall discharge at the right side of the vehicle.

5G.8. Emergency Shutoff Valves

The vehicle shall be equipped with two emergency shutoff valves, located on each side of the vehicle, that shut down the system when activated. The valves shall be labeled "EMERGENCY SHUTOFF" with 1½-inch letters.

5G.9. Hose Dispensing Nozzles

All hose dispensing nozzles shall be equipped with nozzle holders and each holder shall be equipped with a sensing unit that senses when the nozzle is stored and operates with the interlock system function.

5G.10. Fire extinguishers

All vehicles shall be equipped with two (2) Purple-K 20 B:C fire extinguishers readily accessible from the ground. One fire extinguisher shall be installed on each side of the vehicle. If the extinguishers are protected by covers, the extinguisher locations shall be clearly marked by labels consisting of two(2)-inch- high letters in contrasting colors.

5G.11. Interlock System

The tanker vehicles shall be equipped with a safety interlock system that automatically applies the vehicle's parking or service brakes in a consistently controlled manner and allows the operating system to be operational only when the interlock system is activated. The interlock system shall be equipped with an indicator light located on the dash to show that the interlock system is activated. The light is required to be operational only when the ignition switch is in the "on" position. The interlock system shall operate as follows:

A. The vehicle's parking or service brakes shall be applied and be prevented from release when any of the following conditions exist:

1. Vehicles equipped with air brakes, the air pressure for the vehicle's brake system drops below 60 psi.

2. The pump and/or PTO are engaged.

3. The bottom loading system is activated.

4. Any internal valve is open.

5. Any dispensing nozzle is removed from its storage holder.

The vehicle's rear service brake lights shall turn "on" when the ignition switch is in the "on" position and the vehicle's parking or service brakes are applied by any of the above conditions.

When the interlock system utilizes the vehicle's parking brakes, or when possible, the system shall be designed to operate in a manner that requires the operator to release the parking brakes from a control in the cab.

B. The operating system shall be operational only when all of the following conditions exist:

1. The vehicle's parking brakes are applied.

2. If the interlock system utilizes the vehicle's service brakes, the service brakes shall be applied.

3. The pump and/or Power Take Off are engaged.

4. The internal valve is open.

5. Any dispensing nozzle is removed from its storage holder.

6. All emergency-shutoff valves are in the deactivated position.

C. The vehicle's service brakes shall not be released and the vehicle's parking brakes shall not be capable of being released unless all of the following conditions exist:

1. Vehicles equipped with air brakes, the air pressure for the vehicle's brake system is above 60 psi.

2. The pump and/or Power Take Off are disengaged.

3. The bottom loading system is deactivated.

4. All internal valves are closed.

5. All hose nozzles are stored in their storage holders.

In vehicles equipped with air brakes, the system shall be designed to operate in a manner that requires the operator to release the parking brakes from a control in the cab.

D. Unless the vehicle is handling flammable or combustible products or designed to operate while dispensing, the system shall not be operational when any of the following conditions exist:

1. The vehicle's parking brakes are released.

2. If the interlock system utilizes the vehicle's service brakes, the service brakes are released.

3. The pump and/or PTO are disengaged.

4. The internal valve is closed.

5. All dispensing nozzles are stored in their storage holders.

6. Any emergency shutoff valves is activated.

E. For emergency situations, the vehicle shall be equipped with an interlock override valve or switch located on the front left side of the vehicle, above the bumper. The interlock override shall disable the system and allow the operator to override the interlock system. The interlock override system shall operate as follows:

1. Override the conditions listed in A.3. to A.5. above and release the vehicle's service brakes or allow the operator to release the parking brakes from a control in the cab.

2. Deactivate the system.

3. The vehicle's 4-way flashers are operated when the interlock is activated.

The interlock override shall be safety wired in the deactivated position and be properly labeled "Interlock Override" with ¾-inch letters.

F. Vehicles with air brakes shall be equipped with an air chuck installed on the control panel to allow filling its air reservoirs to release the vehicles brakes in the event that the vehicle's air system is depleted. The brakes shall be equipped with mechanical released using the method established by the cab-chassis manufacturer.

5G.12. Material Prohibited

Magnesium shall not be used on any vehicle.

5G.13. Auxiliary Air System

The auxiliary air system of vehicles equipped with air brakes shall only fill with air from the vehicles compressed air system when the vehicle's air brake system has an air pressure of 65 psi or higher.

5G.14. Storage Cabinets

Storage cabinets shall have ventilated floors to prevent accumulation of vapors and spilled liquids.

5G.15. Electric Powered Vehicles

Vehicles equipped with an electric propulsion system shall be equipped with a properly ventilated propulsion compartment and a separate battery compartment. All driving motors, electrical controls, and electrical equipment for the propulsion system shall be located in the propulsion compartment and all electrical connections shall be protected either with rubber boots or sealed with a non- conductive material. All driving motors, electrical controls, and electrical equipment shall be installed at a minimum height of 18 inches above the ground. All driving motors, electrical controls, and electrical equipment shall be of a design suitable for the Class, Division, and Group location applicable for the product as defined in Article 500 of the National Electrical Code (NEC), NFPA

The battery compartment of an electrically powered vehicle shall be fully insulated by a non-conducive lining and electrical leads shall be firmly fastened on insulated blocks to prevent short circuits. All other electrical systems shall meet all applicable NEC and NFPA requirements.

5G.16. Product Tanks

All tanks shall be of proper construction throughout, including all components, bolts, nuts, and washers. All tanks shall be designed to be in compliance with Federal DOT packaging, shipping, operating, and handling requirements for the product that it is approved to handle. All tank manhole openings shall be equipped with a sealed gauge marker set to indicate that the tank is full, and indicates the maximum allowable fill capacity of the tank. The tank shall have a minimum space for expansion of the product that is equal to five percent (5%) of the tank's capacity when the tank is filled to its full markers. The tank shall be of an adequate design to properly handle the product. The top of the tank shall be equipped with necessary flashing that prevents any product from spilling on the engine or transmission. All lines that drain the top of the tank shall be of clear tubing that permit quick inspections if the lines are clogged, and shall drain approximately 6 inches below the frame.

5G.17. Trailers

All trailer type units shall be equipped with brakes that will automatically apply upon breakaway from the tractor or towing vehicle, and that will stop and hold the trailer.

When the semi-trailer is connected to the tractor, the fifth wheel release mechanism shall be secured with either a safety bolt, safety wire, or chain to prevent the system from being released.

Full trailer type tankers shall not be used to transport any hazardous material or products.

5G.18. Bottom Loading

All tanks equipped with bottom loading capability shall be equipped with a product loading shutdown system that shuts down the filling operation, closing the tanks internal valve(s), when the tank or compartment is filled to the full marker set for expansion space allowances. The shutdown system shall be equipped with a precheck system that allows testing the operation of the shutdown system during the filling operation. The precheck system may be operated either manually or automatically. All lines that operate the precheck system shall be protected so that it extreme weather conditions do not affect+ its operation.

5G.19. Tank, Piping, and Component Drains

The tank and all piping shall be equipped with drains to permit complete drainage. Components that cannot be drained through the tank or piping shall also be equipped with drains. The tank sump drainage system shall be designed, assembled, and operate in accordance with 49CFR applicable requirements.

5G.20. Battery Main Disconnect Switch and Critical Circuits

All vehicles shall be equipped with a vapor proof battery main disconnect switch that completely disconnects battery power. This switch shall be located as close as possible to the battery. Critical circuits that are required by the vehicle or component manufacturer(s) to be powered directly off the battery, such as ECU's (Electronic Control Units), VIM's (Vehicle Interface Modules), etc., may be powered directly off the battery, but each circuit shall be protected by a properly rated fuse located as close as possible to the battery.

5H. Type 4 Air Operations Area Ground Support Motorized and Non-Motorized Vehicles

All motorized and non-motorized ground support vehicles shall be in compliance with SAE Aerospace Recommended Practice (ARP) 1247, AIR 1375, and ARP 1330 latest revisions, OSHA requirements, applicable FMVSS as much as practical, and any applicable FAA requirements. Motorized and non-motorized ground support vehicles that operate on the public roads shall also be in compliance with Federal, State, Local, and other appropriate regulatory bodies having jurisdiction in the area in which the Air Terminal is located. Compliance with the Federal and State requirements shall be limited to the extent that the units are to operate as typical ground support vehicles. The all motorized and non- motorized ground support vehicles shall meet all requirements listed in Chapter 5, entitled "Type 4 General Requirements for Air Operations Area Vehicles," and in addition they shall be in compliance with the requirements specified in this chapter section.

5H.1. Testing and Certifying Operation

All safety features shall be properly tested and results documented.

5H.2. Operations and Maintenance

All ground service vehicles shall be periodically inspected and maintained in accordance with the manufacturer's recommendations.

5H.3. Trailer Couplers

All trailer-coupling devices connecting trailers to tractors shall be positive locking couplers. All couplers shall require manual action to be released.

5H.4. Parking Brake

All ground service vehicles shall have a positive locking parking brake designed to prevent the unit from rolling on sloping ground or from being blown by the wind or aircraft jet blast. The parking brake shall be capable of holding the unit stationary on a 15% grade.

5H.5. Lights

All motorized ground service vehicles, and all motorized and non-motorized ground service equipment that handle any hazardous materials, shall be equipped with lights that are in compliance with FMVSS No. 108. All non-motorized equipment with a GVWR of 3,000 pounds or less and not handling any hazardous materials are not required to be equipped with lights.

5H.6. Reflective Stripping

All non-motorized equipment shall be equipped with retroreflective stripping that marks the corner extremities of the equipment from all directions (front, sides, and rear). The retroreflective stripping shall conform to the requirements of ASTM D4956 latest revision, Standard Specification for Retroreflective Sheeting for Traffic Control.

5H.7. Rear Reflective Striping

All non-motorized equipment that are not required to be equipped with lights and are not required to be escorted by lighted vehicles, and which have an overall height of 30 inches or more as measured from the ground, shall have the rear of the unit equipped with a pattern of alternating red and silver (or white) retroreflective striping in the shape of a "V." The striping shall cover as much as practical of the rear of the unit’s continuous surface(s) and the "V" shall be sized accordingly. Small units shall have the "V" sized so that the top center of the "V" is a minimum of one(1)-foot wide and the overall height of the "V" is a minimum of two(2)-feet high. Variations on this pattern are permitted based on practicality but any variation must provide adequate reflective striping to identify the vehicle during the nighttime hours.

5I. Type 4 Air Operations Area Alternative Fueled Vehicles

All alternatively fueled vehicles shall be in full compliance with all Federal, City and State regulations where they are operated in and with the appropriate NFPA standards. Specifically, alternatively fueled vehicles are those that are not fueled by gasoline or diesel fuel, but fueled by an alternate type of fuel including liquefied petroleum (LPG), liquefied natural gas (LNG), compressed natural gas (CNG), electric, hybrid, or bi-fueled. Bi-fuel vehicles or equipment are those that operate with two types of fuel and one of the fuels is one of the above listed alternative fuels. All alternatively fueled vehicles may only be operated with the authorization and with the guidelines and constraints issued by the Air Terminal Manager. All vehicles shall comply with the design, manufacture, operation, and maintenance requirements as established in this document for the designated type of vehicle or equipment. The vehicles shall meet all requirements listed in Chapter 5, entitled "Type 4 General Requirements for Air Operations Area Vehicles," and in addition they shall be in compliance with the requirements specified in this chapter section.

5I.1. Liquefied Natural Gas (LNG) Vehicles

All LNG vehicle shall comply with NFPA 57.

5I.2. Compressed Natural Gas (CNG) Vehicles

All CNG vehicles shall comply with NFPA 52.

5I.3. Liquefied Petroleum Gas (LPG) Vehicles

All LPG vehicles shall comply with NFPA 58.

5I.4. Electric Vehicles

All electric vehicles shall comply with applicable sections of the National Electrical Code (NEC), NFPA 70.

5I.5. Fuel Cylinders and Containers

Cylinders and containers shall comply with the latest release of the appropriate chapters of NFPA Standards for the type of fuel. Cylinders and containers shall be tested in accordance with those standards to determine that they are safe and suitable for the proposed service. Records of initial acceptance tests and recurrent tests must be submitted and maintained by facility management (Operator, contractor, or company).

5I.6. Vehicle Fueling and Repairs

All alternatively fueled vehicles shall be refueled at an approved refueling station. All LPG vehicles shall have removable tanks and replaced in an approved properly ventilated location in accordance with NFPA standards. Liquid transfer of liquefied fuels shall comply with the appropriate chapters of NFPA Standards.

5I.7. Signs and Placards

The vehicle or equipment shall have signs properly posted on the unit with 4-inch high letters indicating the type of fuel. Vehicles or equipment including systems used for refrigeration or for the warming of foods shall comply with the appropriate chapters of NFPA Standards and shall have clear markings indicating the type of fuel that it operates with.

6. Type 5 Off-Highway, Construction, & Materials Handling Vehicles Used in Non AOA and in AOA Operating with State Plates, PA Plates, or No Plates

Type 5 off-highway vehicles shall be in compliance with applicable FMVSS, OSHA requirements, all applicable SAE standards and recommended practices for the type of vehicle or equipment, and any applicable FAA requirements. All type 5 off-highway vehicles that operate on the public roads shall also be in compliance with Federal, State, Local, and other appropriate regulatory bodies having jurisdiction in the area in which the Air Terminal is located. Compliance with the Federal and State requirements shall be limited to the extent that the vehicles operate as typical off-highway vehicles. in addition to compliance with the above, all off-highway vehicles shall also meet the specific requirements stipulated herein.

6.1. Testing and Certifying Operation

All safety features shall be properly tested and results documented.

6.2. Operations and Maintenance

All type 5 off-highway vehicles shall be periodically inspected and maintained in accordance with the manufacturer's recommendations.

6.3. Permits, Certifications, or Authorizations

At locations where City, State, or local jurisdictions require specific type 5 vehicles to have permits, certifications, or other authorizations to operate the vehicle, the vehicle shall only be used only after obtaining written permission from the Air Terminal Manager.

6.4. Temporary Use of Vehicles

Vehicles not routinely used in AOA, but temporarily operated during construction, may be exempted from certain requirements by the Air Terminal Manager.

7. Type 6 Stationary Equipment Used in Public and Controlled Areas
Operate With No Plates

All type 6 stationary equipment shall be in compliance with Federal, State, Local, and other appropriate regulatory bodies having jurisdiction in the area in which the Air Terminal is located. Specifically, all type 6 stationary equipment shall be in compliance with applicable Federal EPA, OSHA, and NFPA latest revision, and with any other applicable FAA requirements.

7.1. Emergency and Standby Power System Design, Operation, Performance, and Maintenance

All power systems that provide an alternate source of electrical power shall be designed to be in full compliance with NFPA 110 and all local applicable codes, laws, ordinances, rules, and regulations. Each system shall be properly classified for its intended service and its use shall be approved by the Air Terminal Manager. Each system shall operate and have performance requirements as required by NFPA 110. Each unit shall be properly, inspected, maintained and tested in accordance with NFPA 110 and the manufacturer's recommendations.

7.2. Centrifugal Fire Pump System Design, Operation, Performance, and Maintenance

All pump systems that provide a water source for fire protection systems shall be designed to be in full compliance with NFPA 20 and all local applicable codes, laws, ordinances, rules, and regulations. Each system shall be properly classified for its intended service and its use shall be approved by the Air Terminal Manager. Each system shall operate and have performance requirements as required by NFPA 20. Each unit shall be properly, inspected, maintained and tested in accordance with NFPA 25 and the manufacturer's recommendations.

7.3. Testing and Certification

Each system shall be initially fully tested by the manufacturer to assure that it is equipped with all components and systems to safely operate under all extreme conditions encountered in normal operation and to assure that the unit meets all other requirements of the appropriate regulations. All tests and safety features shall be properly tested and documented. Each unit shall have a label or tag affixed to it certifying compliance with all applicable requirements that are in effect at the date the unit is placed in service.

7.4. Inspection and Maintenance

Each unit shall be inspected, repaired, and maintained as required by the appropriate regulation and in accordance with the manufacturer's published recommendations.

Each complete system shall have daily and/or periodical checks, inspections, and tests performed in accordance with the respective requirements and all tests shall be properly documented.

7.5. Exhaust System

Each unit shall be equipped with the proper exhaust system with a critical silencer that reduces the noise to level that assures compliance with all state and local codes, and that directs and discharges the exhaust towards safe direction, away from patrons, buildings, etc.

7.6. Emergency Standby and Activation Lights

Each unit shall be equipped with a green standby light and a red activated light, installed in a location readily visible outside its regularly used access door. The green standby light shall indicate that the unit is ready for operation. The red activated light shall indicate that the unit is operating.

7.7. Noise Level

Each unit shall conform to Federal, State, and local noise level codes. Each unit shall be equipped with the necessary silencer and enclosure so that its noise level does not exceed 85dB(A) at a distance of 3 feet in a free field environment, as measured outside its regularly used access door, when operating at its rated output.

MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT PA 3760A /3-16

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

BID NUMBER AND TITLE: _____

BIDDER:
Name of Firm: _____

Address: _____ Telephone: _____

Email Address: _____

MBE/WBE:
Name of Firm: _____

Address: _____ Telephone: _____

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

Calculation (supply only): _____

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

AFFIRMATION of MBE/WBE

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

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

I _____ (print name), an officer of _____ (company name), certify that I have read the PA 3760AMBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Bidder _____ Title _____ Date _____

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

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

ACKNOWLEDGEMENT BY NOTARY PUBLIC

PA 3760A
MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)

STATE OF_____)
S.S.:
COUNTY OF_____)

On the___day of _____ in the year 20 , before me, the above undersigned, personally appeared_____, the

_____, of_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

Authority or Port Authority - means the Port Authority of New York and New Jersey.

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

Days or Calendar Days - means consecutive calendar days, Saturdays, Sundays, and Holidays, included.

Week - unless otherwise specified, means seven (7) consecutive calendar days, Saturdays, Sundays, and Holidays.

Month - unless otherwise specified, means a calendar month.

Holiday(s) – means any holiday which is observed at the Site, as further detailed in the section of these Standard Contract Terms and Conditions entitled "Holidays."

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

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

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

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

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

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples

of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Service-disabled Veteran-owned Business Enterprise (SDVOB) - means a business entity which is at least fifty-one percent (51%) owned and controlled by one or more service-disabled veteran with a service connected disability, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more service-disabled veteran with a service connected disability, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Service-disabled Veteran, with a service-connected disability" means:

(a) The term "service-connected" means, with respect to disability or death, that such disability was incurred or aggravated, or that the death resulted from a disability incurred or aggravated, in line of duty in the active military, naval, or air service.;

(b) The term "veteran" means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

comply therewith.

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

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

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

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has

been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

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

4. Personal Non-Liability

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

5. Non-Discrimination Requirements

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

A. Contractor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Contractor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Contractor agrees that these "Non-Discrimination Requirements" are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these "Non-Discrimination Requirements", the Authority may cancel, terminate or suspend this Contract in accordance with Section 14 of these Standard Terms and Conditions entitled "Default, Revocation, or Suspension of Contract."

C. Contractor agrees to cooperate fully with the Authority's investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

6. Rights and Remedies of the Port Authority

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

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

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

makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

9. Harmony

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

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority , or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise

of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

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

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

10. Claims of Third Persons

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the

date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

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

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

2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or

4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or

5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

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

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

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

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

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port

Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

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

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

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

a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.

b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other

party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements is not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part

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

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's agents, servants, officers, representatives and employees) arising out of or in any way connected to 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 out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of the acts, omissions or negligence of the Contractor, the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives or employees, third persons (including Contractor's agents, servants, officers, representatives and employees), 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 out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) 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 (negligent or not) 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 claims, 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 whether just or unjust of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) arising or alleged to arise out of or in connection with the Contractor's operations or its 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 any court, tribunal, agency, special district, commission or other authority exercising judicial or regulatory functions over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, directors, officers, agents or employees, their affiliates, successors and/or assigns, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority. The Port Authority is an intended third-party beneficiary of the agreement between the Contractor, and each of its respective subcontractors and insurers, with the direct right to enforce the agreement with respect to this provision.

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

21. Approval of Methods

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

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such

personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

d. The Contractor shall provide its personnel, and shall require its subcontractors to provide their personnel, with Personal Protective Equipment (PPE) prior to entering the Facility, and shall replenish PPE periodically as appropriate. PPE is equipment worn to minimize exposure to hazards that may cause serious injuries and illnesses at the workplace. These injuries and illnesses may result from contact with biological, chemical, radiological, physical, electrical, mechanical, or other workplace hazards. PPE may include, but shall not be limited to, items such as face coverings, gloves, safety glasses, shoes, earplugs, muffs, hard hats, respirators, coveralls, vests and full body suits. The Contractor shall require its personnel, and shall require its subcontractors to require its personnel, to utilize such PPE as appropriate to the Facility and Work covered under the Contract or as may be required by the Port Authority. Regardless of the type of Work, face coverings are required to be worn at all times at all Port Authority Facilities, unless otherwise directed in writing by the Port Authority.

23. Accident Reports

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the

Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Execution of Port Authority Approved Non-Disclosure and Confidentiality Agreements

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

- Contractor/ Subcontractor identity checks and background screening

  The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify

staff's name and residence; screening of 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.

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 Port Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Port Authority. The Contractor and subcontractors may also be required to use an organization designated by the Port Authority to perform the background checks.

In accordance with the Port Authority's Information Security Handbook, background screening is required when a person has an established need to know or has access to any one of the following types of information or physical locations:

1) Confidential Privileged Information
2) Confidential Information related to a security project and/or task
3) Secure Area of an Authority or PATH facility
4) Mission critical system

The Contractor shall perform background checks through the Port Authority's personnel assurance program provider. The Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as Security Identification Display Area (SIDA), the federal regulatory requirements for personnel performing Work at aviation facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located at http://www.secureworker.com, or S.W.A.C. 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 may be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Costs for background checks for staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

  No person shall be permitted on or about the Port Authority construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Port Authority. If the Port Authority requires facility-specific identification credentials for the Contractor and the subcontractor's staff, the Port 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 Port Authority and shall be returned to the Port 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 subcontractors to immediately report to the Port Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor will 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 Port 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 identity 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 subcontractor shall be completed prior to being provided a Photo Identification credential by the personnel assurance program provider.

  If any questions should arise as to when a Personnel Assurance Program background check is required, the Port Authority Manager or contract administrator should be contacted for assistance.

- 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 15, 2008, revised as of April 2, 2018, 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 Handbook can be obtained at: http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf.

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Protected 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. Protected Information shall mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, revised as of April 2, 2018, and as may be further amended),* Confidential 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 Protected Information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or-after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.

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

39. Time is of the Essence

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

40. Holidays

The following Holidays will be observed at the Site:

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

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

the Holiday and/or if any such Holiday falls on a Saturday then the preceding day shall be considered the Holiday.

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of

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

45. Manager's Authority

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

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

46. Price Preference

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

(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

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

(c) Services, a price preference of 10% is available for SDVOBs

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

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

47. MBE/WBE/SDVOB Good Faith Participation

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

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

A. Dividing the services and materials to be procured into smaller portions, where feasible.

B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing

opportunities to such MBE/WBE/SDVOBs as may be appropriate.

C. Soliciting services and materials from a Port Authority certified MBE/WBE/SDVOB. To access the Port Authority's Directory of MBE/WBE/SDVOB Port Authority certified firms go to http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html.

D. Ensuring that provision is made to provide progress payments to MBE/WBE/SDVOBs as defined in the prompt payment provision below.

E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

48. Code of Ethics for Port Authority Vendors

The Port Authority has adopted a Code of Ethics for Port Authority Vendors (the "Code"). The Code is hereby made a part of this Agreement. The Code can be found at https://www.panynj.gov/business-opportunities/become-vendor.html.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

a. been indicted or convicted in any jurisdiction;

b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;

c. received a less than satisfactory rating on a public or government contract;

d. 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;

e. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;

f. 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;

g. 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

h. 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 and will not make any offers or agreements or take any other action with respect to any Authority employee or former employee or immediate family member (i.e. spouse, domestic partner, child, parent, sibling, grandparent or grandchild) of either which would cause any Authority employee or former employee to violate his/her obligations under Administrative Instruction 20-1.15, Conflicts of Interest and Financial Disclosure (Revised September 30, 2019), and Administrative Instruction 20-1.16, Offers of Employment and Post-Employment Obligations (Issued September 30, 2019), and as the same may be revised from time to time (copies of which are available upon request), nor does this organization have any knowledge of any act on the part of an Authority employee or former employee relating either directly or indirectly to this organization which constitutes a breach of his/her obligations as set forth in said Administrative Instructions. This organization acknowledges that if awarded this Contract by the Port Authority it will be bound by the provisions of the Port Authority Vendor Code of Ethics prohibiting, among other things, such offers or agreements or other actions giving rise to a breach by an Authority employee or former employee of his/her obligations as set forth in the aforesaid Administrative Instructions;
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;
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; and
g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

respect to the Bidder itself, but also with respect to each partner.

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure Policy of the Authority (a copy of which is available upon request to the Port Authority). Such disclosure is to be updated as necessary. 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., spouse, domestic partner, child, parent, sibling, grandparent or grandchild) 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. The Bidder acknowledges that if it is awarded this Contract it will be bound by the provisions of the Port Authority Vendor Code of Ethics regarding Gifts, Gratuities and Favors.

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 this Contract or any other Port Authority contract), etc., 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, other than as permitted under Administrative Instruction 20-1.06, Gifts, Gratuities, Business Expenses, and Offers of Employment (Revised March 11, 2014), and as the same may be revised from time to time. 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 and component units 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. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

6. Obligation to Report

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by the section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", or if the Contractor knows or should reasonably know that a principal, employee, or agent of the Contractor or of its subcontractor(s) has committed a violation of federal, New York or New Jersey law addressing or governing: antitrust, public contracting, false claims, fraud, extortion, bribery, bid rigging, embezzlement, prevailing wage or minority, woman, small or disadvantaged business enterprises, it shall report such information 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 how to report information to the Office of Inspector General). Failing to report such conduct may be grounds for a finding of non-responsibility. The Contractor shall not take any Retaliatory Action against any of its employees for reporting such conduct.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or take any action with respect to a Port Authority employee or former employee that would require or cause such employee or former employee to breach his/her obligations under Administrative Instruction 20-1.15, Conflicts of Interest and Financial Disclosure (Revised September 30, 2019), and Administrative Instruction 20-1.16, Offers of Employment and Post-Employment Obligations (Issued September 30, 2019), and as may be revised from time to time (copies of which are available upon request to the Port Authority). The Contractor shall not require any former Port Authority employee in its employ to violate his/her post-employment obligations under Administrative Instruction 20-1.16. The Contractor acknowledges that if it is awarded the Contract it will be bound by the Port Authority Vendor Code of Ethics, which prohibits all vendors from taking such actions.

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

7. 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.

8. Integrity Monitor

In the event that the Authority hires an Integrity Monitor in connection with the Work under this Contract, the Contractor and any subcontractors shall cooperate fully with the Integrity Monitor and the Authority, which includes, but is not limited to, providing complete access to all personnel and records in any way related to the Work performed pursuant to this Contract. Any failure to cooperate may result in the termination of this Contract. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

9. Right to Audit

Notwithstanding anything to the contrary, the Authority, including its Inspector General, Audit Department and Integrity Monitor, or its designee(s) each shall have the right to audit all of the records of the Contractor with respect to the Work and the Contract, including, without limitation, records pertaining to any compensation paid, payable, or to be paid under the Contract. The Contractor shall not be entitled to any reimbursement or other compensation for costs associated with such audit, investigation, or certification. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

The Contractor agrees to pay for the cost of any audit or investigation conducted by the Authority, in which any criminal activity, ethics violations, or professional misconduct by the Contractor or any of its employees, or subcontractors or any of its employees, are discovered. The Contractor shall further agree that should it fail or refuse to pay for any such audit or investigation, the Authority is authorized to deduct from any sum owing the Contractor an amount equal to the cost of such audit and the damages resulting therefrom. The determination of the value of any such costs and decision to withhold any such payments are at the sole discretion of the Authority (including its Inspector General).

10. Definitions

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

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

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments,

offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations, the Port Authority of New York and New Jersey and its wholly owned subsidiaries 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.

Retaliatory Action- Any adverse action taken by, or at the direction of, the Contractor, against any of its employees for reporting any information as set forth in the clause entitled "Obligation to Report," above.

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; except and until the Contract has been awarded, then it shall mean Contractor;
Bidding - shall mean executing this Contract.