

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:11/24/2021

**TITLE: PROVIDE SECURITY AUDIT SERVICES AT JOHN F. KENNEDY
INTERNATIONAL AIRPORT (JFK), NEWARK LIBERTY
INTERNATIONAL AIRPORT (EWR), LAGUARDIA AIRPORT (LGA),
TERTBORO AIRPORT (TEB),AND NEW YORK STEWART
INTERNATIONAL AIRPORT (SWF)-FOUR YEAR CONTRACT**

RFP NO.: 6000000714

RFP DUE DATE: DECEMBER 15, 2021 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. 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 provide aviation security audit services as more fully described herein.

B. Brief Summary of Scope of Work

The Port Authority is seeking to enter into a contract with a qualified firm, to provide aviation security audit and airport security ID card retrieval services at John F. Kennedy International (JFK), Newark Liberty International (EWR), LaGuardia (LGA), Teterboro (TEB) and New York Stewart International (SWF) Airports, as set forth in Attachment B, Part I of this RFP entitled “Contract Specific Terms and Conditions for the Security Audit Program.” Such services will support airport compliance and obligations under Title 49 CFR 1542. For more information regarding Title 49 CFR 1542, please refer to the Electronic Code of Federal Regulations website: <https://www.ecfr.gov/cgi-bin/text-idx?SID=03dba88b3f0d3aa63ab0324f3b67789e&mc=true&node=pt49.9.1542&rgn=div5>

The contract is expected to commence on or about October 15, 2021 (said date hereinafter called “the Commencement Date”). The Base Term of this contract is four (4) years. There is one (1), one (1) year Option Period and up to an additional one hundred and twenty (120) day extension.

C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date (“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.paprocurer.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 bidrfp@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 ("Contracts Specialist"). All questions regarding this RFP should be submitted in writing to the Contracts Specialist at the e-mail address listed on the cover page no later than the date and time listed on the cover page.

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

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

J. Pre-Proposal Meeting

Date and Time: December 2, 2021 11:00 AM

The pre-bid meeting will not consist of a facility tour. Attendance may require use of a computer. No physical attendance is allowed. In order to receive the phone number and Microsoft Teams participation link, interested parties shall contact Earlyne Alexander no later than 4 PM ET the business day before the meeting at ealexander@panynj.gov You will receive a Microsoft Teams invitation via email for you to “Accept” to have access to the pre-bid meeting.

Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

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. Personnel Assurance Program and Contractor Staff Background Screening

The Contractor awarded this Contract must 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. All staff assigned to airports must be able to get an Airport Security Identification badge and comply with all Port Authority security requirements and Transportation Security Administrative (TSA) regulation.

M. 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.

2. SCOPE OF WORK

The Port Authority is seeking to enter into a contract with a qualified firm to provide Aviation Security Audit and Airport Security ID Card Retrieval Services at John F Kennedy International (JFK), Newark Liberty International (EWR), LaGuardia (LGA), Teterboro (TEB) and New York Stewart International (SWF) Airports.

Such services will support airport compliance and obligations under Title 49 CFR 1542. For more information regarding Title 49 CFR 1542, please refer to the Electronic Code of Federal Regulations website: <https://www.ecfr.gov/cgi-bin/text-idx?SID=03dba88b3f0d3aa63ab0324f3b67789e&mc=true&node=pt49.9.1542&rgn=div5>

Please refer to **Attachment B, Part I** for a full description of services required under the contract.

3. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals:

- A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the management and operation of a security audit business actually engaged in providing these services to commercial and industrial entities under contract. The Proposer may fulfill the five (5) year prerequisite and demonstrate that the persons or entities owning and controlling the Proposer company have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer or has owned and controlled other entities which meet the requirement.
- B. During the time period stated above, the Proposer shall demonstrate satisfactory performance of at least one (1) contract for similar services of similar scope.
- C. In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:
- D. With respect to subparagraph A and B above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements.

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words “acting jointly and severally”. All joint venture proposers must provide documentation of their legal status.

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

4. FINANCIAL INFORMATION

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

- A. (1) Certified financial statements, including applicable notes, reflecting the Proposer’s assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer’s most recent fiscal year.
(2) Where the certified financial statements in (1) above are not available, then statements from an independent accountant setting forth the aforementioned information shall be provided.

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

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

Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

5. EVALUATION CRITERIA AND RANKING

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

A. Cost of Proposal

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

B. Management Plan and Work Approach

- The clarity and feasibility of the Proposal, which shall include the Proposers' management philosophy, principles and programs to be utilized by the Contractor in performing security audits, and which shall include consideration of the following:
 - Proposer's proposed labor and supervisory staffing
 - The Proposer shall submit a plan to minimize employee turnover
 - MBE/WBE/SDVOB subcontracting plan
 - Certification of Environmentally Preferable Products/Practices
 - On-site management plans and work plan for this Contract
 - Proposed quality assurance/quality control program addressing how the
 - Proposer will ensure compliance with the Contract requirements
 - Prior compliance with MBE/WBE/SDVOB subcontracting plans
 - Insurance compliance on other Contracts with the Port Authority and its subsidiaries, if applicable.
 - general liability
 - automobile liability
 - workers' compensation insurance

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP, include but not limited to items such as:

- 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 security audit programs and contracts in a similar environment using a diverse staff comparable in size to that necessary for the services to be provided hereunder.
- The quality and efficacy of the proposed approach to planning and conducting audits.
- The quality and efficacy of the proposed approach to data analysis.
- The proposed nature and use of technology for data gathering, communication, report production and data analysis.

- Experience of Proposer's senior management team in managing security audit program employees and conducting employee management programs, including, but not limited to,
 - Security and Aviation Security training
 - OSHA safety training
 - Quality assurance and control programs
 - Disciplinary procedures
 - Staff planning
 - Timely payroll and invoice processing
 - Recruiting procedures and maintenance of a stable and diverse workforce
 - Utilization of technological advances in aviation security audit programs
 - Contract management
 - Ability of the workforce to adapt to the dynamic environment of aviation security through the following:
 - Ability of management to follow and understand aviation-related security threats as well as regulatory changes
 - Ability of the management to modify existing auditing procedures in collaboration with the Port Authority and to quickly communicate changes to the workforce (field auditors)
 - Ability of the workforce to quickly learn and adopt the changes and start implementing them during the audits, even if on a short notice.
- Staffing Management
 - The Proposer's plan for retaining current employees for this Contract, gaining staff representative of diversity and inclusion, 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 base term of the Contract;
 - The Proposer's training and safe work environment plans for this Contract.

D. Background Check Plan

All persons conducting audits and Airport Security ID badge retrieve services will have to pass a fingerprint based CHRC (Criminal History Records Check) pursuant to TSA regulations as a part of the airport security credentialing process.

E. Business Risk

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

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 PA3760C as the recording mechanism for the MBE/WBE Participation Plan, and PA3760D 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 PA3760D, 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, the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

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

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

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 authorized 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 in the Standard Contract Terms and Conditions contained in **Attachment B, Part III** 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

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/content/dam/corporate/governance-&-ethics/CodeofEthicsforPortAuthorityVendors101919_.pdf.

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 security auditing 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:

A. Cost of Proposal

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

B. Management Plan and Work Approach

- The clarity and feasibility of the Proposal, which shall include the Proposer's management philosophy, principles and programs to be utilized by the Contractor in performing security audits, and which shall include consideration of the
 - Proposer's proposed labor and supervisory staffing
 - The Proposer shall submit a plan to minimize employee turnover
 - MBE/WBE/SDVOB subcontracting plans
 - Certification of Environmentally Preferable Products/Practices
 - On-site management plans and work plan for this Contract
 - Proposed quality assurance/quality control program addressing how the
 - Proposer will ensure compliance with the Contract requirements
 - Prior compliance with MBE/WBE subcontracting plans
 - Insurance compliance on other Contracts with the Port Authority and its subsidiaries, if applicable.
 - general liability
 - automobile liability
 - workers' compensation insurance

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP, include but not limited to items such as:

- 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 security audit programs and contracts in a similar environment using a diverse staff comparable in size to that necessary for the services to be provided hereunder.
- The quality and efficacy of the proposed approach to planning and conducting audits.
- The quality and efficacy of the proposed approach to data analysis.
- The proposed nature and use of technology for data gathering, communication, report production and data analysis.
- Experience of Proposer's senior management team in managing security audit program employees and conducting employee management programs, including, but not limited to:
 - Security and Aviation Security training
 - OSHA safety training
 - Quality assurance and control programs
 - Disciplinary procedures
 - Staff planning
 - Timely payroll and invoice processing
 - Recruiting procedures and maintenance of a stable and diverse workforce
 - Utilization of technological advances in aviation security audit programs
 - Contract management
 - Ability of the workforce to adapt to the dynamic environment of Aviation Security through the following:
 - Ability of the management to follow and understand Aviation Security threats as well as regulatory changes
 - Ability of the management to modify existing auditing procedures in collaboration with the Port Authority and to quickly communicate changes to the workforce (field auditors)
 - Ability of the workforce to quickly learn and adopt the changes and start implementing them during the audits, even if on a short notice.
- Staffing Management
 - The Proposer's plan for retaining current employees for this Contract, gaining staff representative of diversity and inclusion, 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 base term of the Contract;
 - The Proposer's training and safe work environment plans for this Contract.

D. Background Check Plan

All persons conducting audits and Airport Security ID badge retrieval services will have to pass a fingerprint based CHRC pursuant to TSA regulations as a part of the airport security credentialing process.

E. Business Risk

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

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, Part III**, 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, showing any proposed modifications in redlined font/track changes. 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/SDVOB Plan

The Proposer shall submit an MBE/WBE/SDVOB Plan in accordance with the MBE/WBE/SDVOB 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 (such as having a contract for another security entity at the airport), or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict and a mitigation plan. 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 one hundred and twenty (120) days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

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

O. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or

any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

P. Counterparts/Electronic Signature

The Contract resulting from this RFP may be executed in any number of counterparts, and each such counterpart hereof shall be deemed an original instrument, but all such counterparts together shall constitute but one Contract. The Contract resulting from this RFP may be signed by a party, either by hand, or with an electronic signature affixed digitally and in each case, this Contract may be personally delivered or sent by email or other electronic means after execution. Any such means of execution and transmittal shall have the same binding and legal effect.

ATTACHMENT A

Aviation Security Audit Services

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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DO NOT RETYPE.

Rev. 01/27/17

ATTACHMENT B

PART I – CONTRACT SPECIFIC TERMS AND CONDITIONS FOR AIRPORT SECURITY AUDIT PROGRAM

Section

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Section 1. General Agreement

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

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

Section 2. Specific Definitions and Acronyms

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

"Airport Security ID Card" Airport access media card

"Airport Challenge Program" and "Airport Community Watch" are airport reward programs

"API" shall refer to Application Programming Interface

"ASM", "Airport Security Manager", "AASM", "Assistant Airport Security Manager", and "Port Authority Contract Manager", shall mean the persons designated by the Port Authority to manage all aspects of this Contractor or his/her successor in duties for this purpose of this Contract, acting personally or through his/her duly authorized representative.

"Basic Lease" shall mean the agreement between the Port Authority and the City of New York dated April 17, 1947 as the same from time to time may have been or may be supplemented, amended or extended, by which LaGuardia and John F. Kennedy International Airports were leased by the City of New York to the Port Authority. Said agreement dated April 17, 1947 has been recorded in the office of the Register of the City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, on page 319 et seq. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under said agreement as supplemented or amended as aforesaid.

"BOR" shall refer to Breach of Rules

"CFR" shall refer to Code of Federal Regulations

"CHRC" shall refer to Criminal History Records Check

"Contractor" shall mean the Port Authority's Contractor to provide security audit services

"Employees" as used herein means only the employees of the Contractor.

"EWR" shall refer to Newark Liberty International Airport

"FAA" shall refer to the Federal Aviation Administration

"Facility" or "Facilities" shall mean:

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

"IDMCIS" shall refer to Identity Management Credentialing Information System

"JFK" shall refer to John F. Kennedy International Airport

"LGA" shall refer to LaGuardia Airport

"ODBC" shall refer to Open Database Connectivity

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

"PONYA" shall refer to Port of New York Authority

"RON" shall refer to Remain Overnight

"SD" shall refer to Security Directives issued by the TSA

"SIDA" shall refer to Security Identification Display Area

"PA SOC" shall refer to Security Operations Center

"SWF" shall refer to New York Stewart International Airport

"TEB" shall refer to Teterboro Airport

"TSA" shall refer to the Transportation Security Administration

"TSR" shall refer to Transportation Security Administration Regulation

"WTC" shall refer to the World Trade Center

Section 3. Scope of Work

The Contractor must provide aviation security audit and airport security ID card retrieval services at John F Kennedy International (JFK), Newark Liberty International (EWR), LaGuardia (LGA), Teterboro (TEB) and New York Stewart International (SWF) Airports. The objective of this security audit Contract is to identify potential vulnerabilities in the security of our airports and assist security management in remedying those vulnerabilities. This includes a focus on employee security awareness and compliance with TSA regulations for securing aircraft, passengers, employees, and airport assets through tests of behavior or conduct. It also includes inspections of specific elements of airport security, both physical and procedural.

The objective of the security data analysis function is to identify potential weaknesses in security compliance among stakeholders, propose remediation measures, and measure the success of efforts to improve performance.

The objective of the security badge retrieval service is to retrieve unreturned, unexpired security IDs from employees who no longer need them for their airport work, who have been separated from their employer/ID sponsor, or who have had their security privileges revoked for other reasons.

Tests

The audit function will be carried out through regular random and unpredictable testing of employee compliance with badging and access control procedures including:

- Checking personnel in the secure and sterile area for possession of proper, valid, unexpired security credentials and the proper display of those credentials;
- Testing if airport personnel challenge individuals (in accordance with 49 CFR §1542 requirements) on the SIDA/AOA who do not properly display their airport ID cards;
- Testing employee compliance with “anti-piggybacking” and “anti-tailgating” procedures for access through doors or portals leading to secure or sterile areas;
- Testing employee response to access control breach alarms;
- Testing other aspects of employee security compliance as directed by the Port Authority Airport Security Manager or Port Authority Security Audit Contract Manager;
- Conduct as directed by the PA ASM or PA AASM attempts to access secure ramp areas without using proper identification through:
 - magnetic swipe card reader door
 - fire exit door
 - piggybacking/tailgating
 - offices, maintenance shops, etc.
 - jetway and aircraft
 - other (e.g. perimeter fencing, baggage doors, cargo doors)
- Conduct, as directed, inspections for prohibited items in retail establishments in airport terminals;
- The Security Auditors must issue a BOR to any individual who fails to have a valid Airport Security ID, fails to properly display the Airport Security Card, fails to initiate a badge

challenge, or violates other security access rules. The Auditors will also issue “Bogus Bob” challenge awards to employees who successfully pass the auditor’s tests.

Inspections

As a part of compliance, the Security Auditor must have full working knowledge of 49 CFR §1542. Inspections will include:

- Inspections of alarmed and access-controlled doors/access points in airport terminals, airport cargo areas, and airport vehicular guard post entry points to ensure they have appropriate signage and are secured and functioning properly. These doors/portals may lead to aircraft, baggage make-up, ramp or other secured areas. While checking doors and/or access points, the terminal building should be checked for obvious security risks (i.e., open and unattended boarding doors for loading of passengers, etc.);
- Inspections of fire exit doors to determine if they are secured, alarmed, and operating correctly;
- Observations of Security Operations Center’s (SOC) procedure for dispatching an appropriate response to alarms;
- Observations of security procedures and response time by security or airport staff to a breach of fire exit doors;
- Observations of guard posts procedures and activities, including conducting attempts to obtain ramp access without following TSA requirements or carry prohibited items into secure areas. (This will require coordination with ASM, PAPD, and TSA);
- Observations of RON (Remain Over Night) Aircraft to ensure airport personnel are following required TSA procedures for securing aircraft;
- Observations for compliance of companies performing Security Guard Services (permitees) and their employees with respect to the Port Authority Security Services Permit which include the Security Guard (“SG”) endorsement on the Airport Security ID Badge for individuals performing security services as defined in the permit;
- Observations for compliance of regulatory requirements specific to sterile areas in passenger terminal buildings: a) vendor delivery inspections, b) accountability for prohibited items (construction tools, restaurant kitchen knives, etc.), c) monthly audits of concessionaires for prohibited items, d) access restrictions for certain categories of employees, and e) other requirements that may take effect as a result of TSA regulations or changes of the ASP, or both;
- Test and assess other security policies, practices, and procedures as directed by the ASM or their designee and propose new "best practices" to the Contractor’s Project Manager.

Section 4. Duration of Contract

(a) The term of the Contract (hereinafter called the "Base Term") is for a four (4) year period and is estimated to commence at 12:01 am on October 15, 2021 (said date and time hereinafter sometimes called "the Commencement Date") and unless sooner terminated or revoked or extended as provided in Paragraph (b) and (c) hereof shall expire on April 14, 2025 at 11:59 p.m. (said date and time hereinafter sometimes called the "Expiration Date").

(b) The Port Authority shall have the right to extend this Contract for one (1), one (1) year Option Period (hereinafter called the "Option Period") following the Expiration Date,

upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Escalation/Price Adjustment." If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period.

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

Section 5. Billing and Payment

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

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

The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct electronic invoice with all back-up information for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's

Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.

- b) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- c) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.
- d) The manner of submission of all invoices for payment to the Contractor by the Port Authority for services rendered under this Contract shall be subject to the approval of and verification by the Port Authority in all respects, including, but not limited to, format, breakdown of items presented, supporting documentation for all work performed, and verification of records. The Port Authority shall have the authority to decide all matters of fact or questions pertaining to any invoice and shall have the right to make adjustments in compensation to such invoices as necessary to ensure correct payment to the Contractor.
- e) It is expressly understood and agreed that all costs of the Contractor of whatever kind of nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the security auditing services or otherwise under this Agreement, shall be borne by the Contractor without compensation or reimbursement from the Port Authority, except as specifically herein before set forth in this Section. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.
- f) "Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or Extension Period. However, should this Contract be terminated for any reason prior to the last month of the Base Term or Extension Period, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of

the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

- g) All services performed by the Contractor's Project Managers and other management staff shall be included in the Monthly Management Fee and are not separately billable. Port Authority acceptable services performed by Security Auditor are to be paid at the agreed upon applicable rate. However, should the Project Manager delegate any of his/her job duties to any non-management Contract staff, the performance of those services will still be covered under the monthly management fee.
- h) The Contractor shall submit all invoices for services provided at a particular Airport to the attention of the Manager at the Airport where services are performed listed hereafter, at the addresses below.

LaGuardia Airport
The Port Authority of NY & NJ
Terminal B, Level 1, Room 312
Flushing, NY 11371
Attention: Airport Security Manager, LGA

John F. Kennedy International Airport
The Port Authority of NY & NJ
Building 14, 2nd Floor
Jamaica, NY 11420
Attention: Airport Security Manager, JFK

Newark Liberty International Airport
The Port Authority of NY & NJ
Conrad Road, Building One, 2nd Floor
Newark, NJ 07114
Attention: Airport Security Manager, EWR

New York Stewart International Airport
The Port Authority of NY & NJ
1180 First Street
Building 138
New Windsor, NY 12553
Attention: General Manager

Teterboro Airport
The Port Authority of NY & NJ
90 Moonachie Avenue
Teterboro, NJ 07608
Attention: Manager, Airport Operations and Security

The Contractor shall furnish a quarterly report via email within thirty (30) days of the end of a fiscal quarter, detailing all invoices submitted in that quarter. The Contractor shall indicate which invoices were paid and the amount paid. The quarterly report should include but is not limited to the following: invoice number, payment by type (i.e., monthly total lump sum, extra work, etc.) time sheets, training schedules, employee/company license reports, approved reimbursable items, equipment inventory contractor third party agreements. The report shall be submitted to the Airport Managers. Copies of all finalized invoices and quarterly reports shall be electronically sent to the Contract Manager, Earlyne Alexander at ealexander@panynj.gov or may be mailed to the Contract Manager at:

The Port Authority of NY & NJ
Office of the Chief Security Officer
Security and Operation Programs Division
150 Greenwich Street, 18th Floor
New York, NY 10007
Attention: Security Audit Contract Manager

Section 6. Escalation/Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the four (4) years of the Base 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/Escalation” or “Duration” 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 one (1), one (1) year Option Period of the Contract, the Price Index shall be determined for the months of October 2024 and October 2025. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for October 2025 and the denominator of which is the Price Index for October 2024. The resulting product shall be the amounts payable to the Contractor in the one (1), one (1) year Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems

appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three percent (3%) per annum.

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 re-computation results in a smaller increase in the amount payable to such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to Port Authority excess amounts paid by Port Authority for such period.

Section 7. Extra Work

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

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

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) 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. As used in this numbered clause (and in this clause only):

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

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.

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within five (5) business days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty-four (24) hours following the receipt by the Contractor of the Manager's written or oral

notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

Section 8. 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 - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Commercial Automobile Liability Insurance covering “any” vehicles on the broadest commercially available form - \$ 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;

- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- 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, The City of New York, State of New York, New York State Department of Transportation, AFCO AvPorts Management LLC, Hudson Group, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, 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 and 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. If any part of the insurance is self-insured, Contractor and its subcontractors agrees to treat all losses within the self-insured retention as though commercial insurance is in place, including provide defense to the Additional Insured. 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 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.

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.

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 emailed to certificates-portauthority@riskworks.com and 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#6364**

Section 9. Holidays

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

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

Project Managers may elect to not work on such Holidays, subject to Port Authority approval. Security Auditors are not expected to work on Holidays.

Section 10. Increase or Decrease in Areas or Frequencies

The ASM or designee shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts

of areas which are hereunder so described. In the event the ASM decides to change any frequencies or areas such change shall be communicated to the Contractor no less than 24-hours' prior oral notice (to be confirmed in writing) or by written notice not less than thirty (30) calendar days, said changes to be effective upon the date specified in said notice.

The Port Authority, at its discretion may add, delete or modify locations and/or Facilities in New York and New Jersey. The Port Authority may deem it necessary to rotate audit staff amongst airports to aid in anonymity of auditors to airport community as well as to prevent complacency.

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

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

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

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

Section 11. Liquidated Damages

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then 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 non-feasibility of otherwise obtaining an adequate remedy, as follows:

The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.

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

a. Failure to Provide Required Services

In the event the Contractor fails to provide any of the required job classifications listed in this Contract or perform any of the applicable title functions listed in 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 rate set forth in the Cost Proposal form, as accepted by the Port Authority, as the same may have been adjusted, by the number of hours or major fractions thereof that the Contractor fails to provide the personnel or Services (it being understood that in no event shall any amount be payable by the Port Authority for Service hours not actually provided by the Contractor), said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.

b. Failure to Meet System Implementation Schedules

In the event that, for any reason, the Contractor fails to adhere to the system implementation schedule(s) and complete system implementation in its entirety by the completion dates set forth in the 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 set forth in the Contractor's Pricing form, as accepted by the Port Authority, as the same may have been adjusted, by the number of hours or major fractions thereof the Contractor fails to meet the implementation schedule or complete system implementation. Said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.

c. Failure to Limit Employee Work Time

In the event the Contractor has its employees work more than twelve (12) hours per day, which is prohibited in 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 rate set forth in the Cost Proposal form, as accepted by the Port Authority, as the same may have been adjusted, by the number of hours or major fractions thereof for every hour the employee works more than twelve (12) hours. Said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.

d. Failure to Meet Personnel Qualifications

In the event that, for any reason, the Contractor fails to have its employees meet or maintain the applicable personnel qualifications in this Contract, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars (\$100) per day multiplied by the number of days or major fractions thereof the Contractor fails to have its employees meet or maintain the applicable personnel qualifications in this Contract. Said amount or amounts are to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

e. Failure to Develop/Update and Submit Accurate Training Curricula

In the event that, for any reason, the Contractor fails to develop or update, complete and submit accurate training curricula by a mutually agreed upon date between the Contractor and the Port Authority, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars (\$100) per day multiplied by the number of days or major fractions thereof the Contractor fails to develop or update, complete and submit accurate training curricula. Said amount or amounts are to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

f. Failure to Provide Accurate Documentation, Reports, Records or Invoices

In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority or fails to submit and/or secure any accurate and correct documentation, reports, records or invoices as required, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars (\$100) per day documentation, report or records not provided multiplied by the number of days or major fractions thereof that the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

Section 12. Specific Personnel Requirements

The Contractor shall furnish competent and adequately trained personnel to perform the security audit and airport security ID retrieval services required hereunder.

All personnel assigned by the Contractor to provide services under this Contract must comply and successfully complete all background investigation, training and testing procedures to receive a Port Authority airport security ID with appropriate privileges as required by 49 C.F.R. Part 1542 and Port Authority rules, policies and procedures pertaining to security. The Port Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staff during the term of this Contract to address changing security conditions and/or new governmental regulations.

All personnel assigned by the Contractor must have in their possession, at all times while providing services under this Contract, their company ID card, an unexpired driver's license and unexpired airport security ID card with a DR1 (driver) designation, as applicable.

All Contractor staff are prohibited from carrying any firearms on the premise of any Facilities.

Prior to the assignment of any personnel to the Contract as a Security Auditor, Airport Security ID Retrieval Agent or Project Manager, the Contractor shall furnish to the Port Authority resumes which detail their experience and qualifications. The Port Authority will at any time have the right to reject an employee or prospective employee of the Contractor for work associated with this Contract. The Port Authority may require an interview prior to the assignment of any personnel to this Contract.

Personnel assigned to the contract who do not:

- a) meet the personnel qualifications listed in this section
- b) successfully pass the drug and alcohol testing requirements
- c) successfully pass the physical examination (if applicable)

may not work under this Contract. It is the responsibility of the Contractor to inform the Port Authority of any person(s) who do not meet any personnel qualifications and to adequately replace the personnel.

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

A. Airport Security Auditors and Airport Security ID Retrieval Agents

Security Auditors and Airport Security ID Retrieval Agents shall meet the following minimum qualifications:

Have a minimum of five (5) years of professional experience in the provision of aviation security audit services, Aviation Security and/or aviation security non-guard services (e.g. airport police officer, airport federal agent/inspector, licensed private investigator, airport security supervisor, etc.) or any other relevant civilian aviation security-related field.

A four-year degree from an accredited college or university is preferred. However, a Port Authority approved equivalent will be considered if requested in writing by the Contractor.

Have demonstrated knowledge of TSA regulations, airport operations and similar types of aviation related security audits, as well as experience in security audits in an construction environment.

Be eligible and legally permitted to perform the work contemplated herein, in the United States of America.

Able to efficiently use the latest reporting, analysis, and communication technology.

Must be physically able to perform airport security audit and airport security ID retrieval services, including the following:

- Stand or walk for an entire shift
- Climb multiple sets of stairs, escalators and ladders
- Withstand exposure to extreme weather conditions for an entire shift
- Open heavy entry and/or exit doors (e.g. steel or fireproof doors)

B. Project Managers

The Airport Security Manager or designee shall approve the Project Managers prior to commencement of the Contract. Project Managers shall meet the minimum qualifications:

Have a minimum of seven (7) years of management and supervisory experience in the provision of aviation security audit services or aviation non-guard security related services (e.g. airport police officer, airport federal agent/inspector, licensed private investigator, airport security inspector, etc.) or any other relevant civilian aviation security-related field.

A four-year degree from an accredited college or university is preferred. However, a Port Authority approved equivalent will be considered if requested in writing by the Contractor.

Demonstrated knowledge of TSA regulations, airport operations and similar types of aviation related security audits and construction environments is desirable.

Be eligible and legally permitted to perform the work contemplated herein, in the United States of America.

Have demonstrated experience in performing airport security audits.

Ability to use and train staff on latest technology.

Demonstrated experience conducting security audit training

Must be physically able to perform airport security audits, including the ability to:

- a. Stand or walk for an entire shift
- b. Climb multiple sets of stairs, escalators and ladders
- c. Withstand exposure to extreme weather conditions for an entire shift
- d. Open heavy entry and/or exit doors (e.g. steel or fireproof doors)

Must possess, at a minimum, the following computer/word processing/internet skills. Please note this listing is not all inclusive:

Must possess basic computer skills, such as being able to:

Use email (read, compose, delete, respond, forward, save)

Understand and use the basic components of a computer, laptop, tablet or smartphone (monitor, CPU, Storage, wired or wireless connection)

Use of a keyboard or qwerty board

Use of mouse or smart pad to move cursor, click, double click, click and drag,

Use icons or programs menu to open programs and apps

Use start menu to open programs and apps

Use of the latest Windows operating system and browser (Explorer, FireFox, Chrome) features (minimize, resize, maximize, favorites, history, settings and exit buttons)

Use menu bars (drop down boxes)

Use of tool bars

How to scroll

Understand the basic types of computer storage (hard drive, USB drive, etc.)

Understand the how to save and open files from USB drives as well as shared drives (One Drive / SharePoint)

Find files using "My Computer" or " Windows Explorer"
Create, rename, or delete folders
Turn on/off monitor
Turn on/off computer, laptop, tablet, smartphone
Log on/off computer, laptop, tablet, smartphone
Identify computer, laptop, tablet, smartphone parts (keyboard, monitor, screen, camera, mouse, volume control, USB ports, etc.)
Locate and retrieve documents in CD drives, shared drives, USB ports, etc.
Use of Webex, Microsoft Teams or other video/sharing conference tools
Use of video chat, video conference, and audio conference call

Must possess Word Processing skills, such as being able to:

Locate and use Function Keys (capital, shift, space bar, enter, backspace/delete, arrows, etc.)
Change size/color/font/style of text
Use spell check correctly
Use edit/undo buttons
Move, copy and paste text within document and to other documents
Use bulleted and numbered lists

Must be Internet proficient, such as being able to:

Use the latest version of various web browsers (Explorer, FireFox, Chrome) in the latest version of Windows operating system
Use web browser to search (Google, Bing) on specific sites
Use online search techniques to solve problems
Use web-based training programs
Use navigation bars on web sites
Use of links on web sites
Use Back/Forward buttons, Home button (house icons)
Knowledge of Port Authority computer and network guidelines
Knowledge of Port Authority and TSA Social Media guidelines

Section 13. Procedural Requirements

A. Security audits and inspections

1. Airport Security Auditors shall be rotated amongst all five airports on a quarterly basis to reduce recognition by airport personnel.
2. Conduct follow-ups to all the non-compliant issues and have a method in the database to distinguish between "normal" and "Follow-up" audits (does not apply to audits of random personnel, only to facility audits)
3. Audits will be performed in accordance with the Contractor's schedule as approved by the Port Authority or at specific facilities identified by the Port Authority. The Contractor's schedule can be changed by the Port Authority due to the operational needs or to address specific problem areas.
4. Airport Security Auditors will be required to sign in at the beginning of a shift and out at the end of a shift (via GPS enabled Tablet or biometric as required by the facility), when they are on the airport, at a location designated by the Port Authority.

5. The Airport Security Auditor must submit a daily written report concerning all major events encountered during his/her shift. This report, along with appropriate copies of any Breach of Rules (BOR)'s issued and any airport challenge reward or airport community watch rewards issued or recommendations, will be forwarded to the designated Port Authority representative. Any serious incidents or problems must immediately be brought to the attention of the designated facility representative. The Airport Security Auditor must comply with Port Authority rules for the challenge program with respect to steps to take and should not make any changes with respect to those steps.
6. If the Airport Security Auditor discovers a violation of TSA regulations, he/she will notify Port Authority staff or designee of the situation immediately, and if applicable, make a recommendation. The Security Auditor must take action, be a part of the solution and submit a write-up of the incident or event that includes details of the event and any recommendations.

B. Enforcement

Airport Security Auditors will distribute challenge award vouchers to airport employees who have demonstrated exceptional vigilance while performing their duties. In addition, the Airport Security Auditor may recommend airport employees for Airport Security and/or Crime Watch awards through the Airport Community Watch Program. All such recommendations must be made in the Airport Security Auditor's daily report to the ASM or designee.

With the exception of Stewart International Airport (SWF), if an Airport Security Auditor discovers a violation of TSA regulations, the Security Auditor will issue a BOR to the individual violating regulations, or if the individual cannot be located, a representative from the company that is responsible for the area, or if a representative cannot be located, to the company itself. The Airport Security Auditor will follow pre-defined procedures to distribute copies of the BOR immediately.

In cases where an Airport Security Auditor discovers a violation of TSA regulations at SWF airport, the Security Auditor will immediately notify SWF Operations (845) 838-8237.

C. Data Analysis Function

Security data analysis function should identify consistent weakness in security compliance among stakeholders, propose remediation measures, and measure the success of efforts to improve performance. Data analyzed should include tabulations of successful and unsuccessful tests, month to month and year to year trend analysis with appropriate segmentation. Generalizable statistics should be generated with sufficient confidence level to support remedial actions for specific locations, specific employee groups, or specific cardholders' failures/recurrent noncompliance.

D. Airport Security ID Retrieval Service

At times, the Airport Security Auditor will serve as an Airport Security ID Retrieval Agent. This service will be conducted at the direction of the ASM, from Monday through Saturday during the hours of 08:00 am to 08:00 pm. Outreach to the individual may be conducted by

telephone or email with the purpose of retrieving unexpired Airport Security ID Cards. This outreach contact should at all-times be courteous and not confrontational and may require attempts to locate the current residency of the individual. This service will include the following:

- Airport Security ID Card Retrieval Agents must submit a written report for each credential retrieval attempt during his/her shift. This report, along with any credential retrieved, will be forwarded to the designated Port Authority representative. Any serious incidents or problems must immediately be brought to the attention of the ASM or their designee.
- The Airport Security Manager or their designee shall provide the Project Manager, on a weekly basis, a list of selected individuals that the Airport Security Manager directs the Airport Security ID Retrieval Agents to contact. This list shall include the individual's telephone number, email address, company name and the company's Authorized Signatory name and telephone number.
- At no time should Airport Security ID Retrieval Agents make any representation that they are a police/law enforcement officer/security officer but shall represent themselves as contractors hired by the Port Authority for the sole purpose to retrieve Port Authority property.

E. Project Managers - Operating Procedures and Requirements

The Contractor shall provide two Project Managers, five (5) days per week, Monday through Friday, during the hours of 8:00 AM to 5:00 PM, exclusive of Port Authority Holidays as hereinafter defined in the section of the Standard Contract Terms and Conditions entitled "Holidays." One Project Manager will be stationed at JFK and one will be stationed at EWR. The Project Managers may be required to rotate among the facilities. The Project Manager stationed at JFK will have the responsibility of covering JFK and LGA airports. The Project Manager stationed at EWR airport will have the responsibility of handling EWR, SWF and TEB airports. The Port Authority reserves the right to change the number and/or locations of where the Project Managers shall work.

Payment for Project Managers is covered under the Monthly Management Fee.

1. The Project Managers will be responsible for the following:
 - a. Ensuring the consistency and standardization of all operating procedures and management reports related to this Contract at all facilities.
 - b. Monitoring all activities performed under this Contract and acting as the primary contact person who will carry out all directives provided by the Airport Security Managers or their designees.
 - c. Having a direct relationship with the Airport Security Managers and/or their designees and communicating all issues relating to each facility covered under the Contract to the relevant Airport Security Manager or his/her designees.

- d. Implementing new procedures or types of audits when directed by an Airport Security Manager, or implementing changes in a method, type or frequency of an existing audit
- 2. The Project Managers will be responsible for performing duties which include, but are not limited to, the following:
 - a. On behalf of the Contractor, handling the administration of this Contract, carrying out the directions of the Port Authority, and meeting and communicating with Port Authority representatives from the facilities as required.
 - b. Resolving any issues with the Port Authority related to this Contract.
 - c. Ensuring appropriate Contractor personnel are available for duty including the assignment of replacement personnel, as necessary.
 - d. Representing the Contractor at meetings as directed by the Port Authority, which concern the operations of the Contractor under this Contract.
 - e. Being available on-call twenty-four (24) hours a day, to assist and advise the Port Authority on the operations of the Contractor hereunder. If called and requested by the Port Authority, the Project Manager must be on site within four (4) hours of notification. If the Project Manager is not available, the Contractor must appoint a designee, which is approved by the Port Authority in place of the Project Manager. To ensure this availability, communications equipment that is compatible with the Port Authority system is required. Currently the airport staff uses Sprint/Nextel and/or Verizon service.
 - f. Overseeing the preparation of all reports and materials as may be required by the Port Authority. He/she will also make a quarterly presentation to Port Authority Management staff, facilities' staff and/or airline management on improvements, adverse and positive developing trends, recommendations and other significant information. The Contractor must be able to statistically support the Project Managers' statements on adverse and positive developing trends, recommendations, etc.
 - g. Attending and/or conducting training as determined by the Port Authority. Attending or conducting such training will be performed during the business hours specified in this Contract. Costs and expenses associated with attending or giving training will be covered under the Monthly Management Fee.
 - h. Conducting airport security audits as required by the Port Authority if an Airport Security Auditor is unavailable. Costs and expenses associated with the Project Manager performing these duties shall be covered under the Monthly Management Fee.

- i. Demonstrating working knowledge of Transportation Security Administration (TSA) regulations and general airport operating procedures so as to provide guidance to all Airport Security Auditors.
- j. Ensuring all Airport Security Auditors and Airport Security ID Retrieval Agents are properly qualified and trained, receive relevant information about this Contract and their duties in a timely and effective manner, and are given the necessary resources to complete their duties as described within this Contract.
- k. The Project Managers shall notify the Airport Security Manager (or designee) of any Airport Security or Crime Watch recommendations from their Airport Security Auditors. If the Airport Security Manager agrees with the recommendation, he/she will complete (or provide for PAPD to complete) and submit an Airport Community Watch application for award consideration.
- l. Any other unforeseen duties which the Project Manager must perform will be covered under the Monthly Management Fee

All services performed by the Project Managers and other management staff shall be included in the Monthly Management Fee. Other management staff includes any other titles except "Airport Security Auditor" and "Airport Security ID Retrieval Agent" unless the Port Authority gives written pre-approval.

The Contractor's Project Managers will ensure the detailed duty procedures detailed above are scheduled and performed on a weekly basis, or as otherwise directed by the Port Authority.

Should the Project Manager delegate any of the duties listed above to another Contract employee who is not a Project Manager. The performance of those services will be at no additional cost to the Port Authority

Section 14. Management Authority

The Airport Security Manager or designee, in conjunction with Aviation Security staff shall, at all times, have the authority to request a Contractor employee be removed from the site or re-assigned to another position based upon job performance or violation of Airport Rules and Regulations, Contract requirements, or any other facility rules or regulations that may apply. In the event the ASM or designee disapproves of any individual, the Contractor shall substitute said individual with an approved replacement.

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Airport Security Manager and shall perform the Contract to the satisfaction of the Airport Security Manager at such times and in such manner and sequence as she/he may require, and the Contractor's performance shall at all stages be subject to her/his inspection. The Airport Security Manager shall determine the amount, quality, acceptability and fitness of all parts of the Service and shall interpret the specifications and any orders for extra work. Upon request, the Airport Security Manager shall confirm in writing any oral order, direction, requirements or determination. Due to every changing environment, an ASM may request

actions not specifically stated in the Contractor's current SOP, however, upon request, the Contractor may be required to implement requested procedures to address the changing environment.

Section 15. Attendance Records for Contractor Employees

The Contractor shall maintain accurate daily attendance records for all employees working directly under this Contract for actual hours worked performing security audit services. Contractor employees are required to sign and swipe in and out, as required by the Manager or designee each time they work at a Facility or at any location designated by the Port Authority. Any break must be recorded by sign in / sign out sheet and by swipe. Where applicable, Contractor's employees will sign in and out electronically or using biometrics, such as finger or palm prints, as directed by the ASM.

Section 16. Training Requirements

The Contractor agrees, prior to Contract commencement and during the term of the Contract, at all times, that it shall have available a total, facility rotating, base workforce sufficient to carry out the Contract requirements. The Contractor agrees, prior to the commencement of the Contract, that it shall recruit and present a sufficient number of candidates to participate in the Port Authority training program.

Except as otherwise expressly agreed to by the Port Authority, the Contractor may not assign an employee as a Security Auditor / Airport Security Card Retrieval Agent or Project Manager unless said employee has successfully completed the airport training program conducted by the Contractor and/or the Port Authority, from time to time, as hereinafter set forth.

The Contractor agrees to cooperate and assist the Port Authority as may be required from time to time and any time, to facilitate the training of the Contractor's personnel hereunder.

a) Initial and Refresher Training for Contractor staff

Initial Training

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

- Security Identification Display Area (SIDA) training
- Issuing Officer (IO)/Signatory Authority training
- Security Awareness training
 - Security Guard Training
 - Human Trafficking Awareness training
- Other Customer Service and/or Security related training.

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

Refresher Training for Contractor staff

The Port Authority requires a yearly in-service refresher training program for all of the Contractor's employees providing services hereunder. Refresher training should take no longer than one day to complete. Such training programs will be provided at the sole cost and expense of the Contractor at no separate reimbursable charge to the Port Authority.

b) Training Materials

The Contractor is required to develop and update Airport Security Audit and Airport Security ID Retrieval Agent training manuals. These training manuals are used to help the Contractor's staff perform their job functions out in the field (SIDA/ AOA) as they provide detailed narrative information. The Contractor shall develop and provide four (4) copies of each manual for each facility (JFK, LGA, EWR, TEB and SWF airports).

These manuals must be Port Authority approved prior to distribution. The materials should include, at a minimum, meet the requirements specified in 49 C.F.R. Part 1542 and Security Directives (SD) but are not inclusive to them.

These manuals are considered and shall be treated as confidential and proprietary and shall not leave the applicable facility. The Contractor shall not duplicate or disclose any information to any person other than its own employees, agents, or representatives who must have such information unless such duplication, or disclosure is authorized by the Port Authority.

Any development of or update to the training manuals must be performed by only one (1) Contract employee and submitted to the Port Authority electronically at least two (2) weeks in advance of implementation. The Contractor must receive written approval by the Port Authority before finalizing the manual and commencing the work.

Any costs associated with the development or update of the training manuals shall be covered under the Monthly Management Fee.

Section 17. Materials, Supplies and Equipment

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

Personnel using equipment provided by the Port Authority should return all equipment in working order or the Contractor is liable for the cost of the replacement equipment.

The Contractor shall provide, at its own expense, a means by which the Airport Security Auditors may, at any time, while performing their duties, contact the Project Manager or any other staff designated by the Port Authority.

The Contractor shall provide, at its own expense, a means by which the Project Manager or any other staff designated by the Port Authority may contact the Airport Security Auditors, while performing their duties.

The Contractor shall provide and utilize Port Authority approved forms to cover the reporting of security operations under this Contract at each facility, subject to approval by the Port Authority. The Contractor will pay for telephone and telephone service as it is necessary for the daily operation of this Contract.

Materials and equipment such as copiers, pens, pencils, laptops/tablets and projectors/display monitors that are used for the delivery of security auditing courses will be provided by the Port Authority.

The Contractor shall subscribe to an electronic mail service such that correspondence can be transmitted thereby. All security correspondence related to audits, audit results, security audit training, schedules of Security Auditors and Project Managers, locations of files, reports, monthly reports, etc., shall not be transmitted via electronic mail until the Port Authority has approved of the transmission vehicle. The Contractor may have the option to be assigned Port Authority emails for Contract staff.

All technology equipment, hardware and software must meet the Port Authority's Technology Services Department's Standards and Guidelines and System Administration Guide are attached as Attachment G.

Section 18. Drug and Alcohol Testing

The Contractor shall institute, prior to commencement of this Contract, and administer continuously (at least yearly) throughout the term of this Contract, a program for initial and recurrent random drug and alcohol testing for all employees assigned to this Contract. The recurrent drug and alcohol testing shall be unannounced and random and shall occur at least once a year. Such drug and alcohol testing shall be conducted by an independent third party with no personal or business relationship to the Contractor, except for the provision of drug and alcohol testing. The independent third- party Contractor shall conduct testing in accordance with guidelines established by 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Programs". Testing shall be of the following substances and not be limited to:

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Marijuana
- Methadone
- Methaqualone
- Opiates: Morphine (if indicated), Codeine (if indicated), 6MAM if (indicated)
- Phencyclidine (PCP)
- Propoxyphene

If a Contractor's employee tests positive for any of the above mentioned substances, he/she is prohibited from working directly on this Contract. It is the Contractor's responsibility to notify the Port Authority if an employee must be replaced.

The details of the drug and alcohol testing program shall be made available to the Port Authority for review prior to the start of this Contract. Any changes to the drug and alcohol testing program will be discussed with the Port Authority prior to implementation.

All associated costs and expenses to perform the drug and alcohol testing shall be borne by the Contractor at no separate reimbursable charge to the Port Authority.

The Contractor will be subject to drug/alcohol testing if in an auto accident on airport or with while on Port Authority business or actions justify the need.

Section 19. Identification Requirements

The Contractor shall require each employee working directly under this Contract, to have a valid driver's license in addition to an applicable and valid airport security ID card. Security Auditors shall carry these IDs on his/her person at all times while performing security audit services in accordance with this Contract. If the Project Manager is performing security audits, he/she shall carry on his/her person at all times a valid driver's license and a valid facility issued ID(s). The airport ID shall be available for presentation to any Port Authority or other government, airport, airline, or service company personnel upon request.

Section 20. Ineligibility for Challenge Award and Airport Community Crime and Security Watch Awards

The Contractor and its personnel shall be ineligible for Challenge Awards, Airport Community Security and Crime Watch, and any other security-related awards made available from time to time by the Port Authority, the airlines, or the airport community.

Section 21. Security Audit and Airport Security ID Retrieval Reporting System: Report Development, Procedures and Record Retention

Currently, the Port Authority requires a Contractor to have a web-based security audit reporting system. If the Port Authority chooses to select a new system, the Contractor is required to retrieve the security audit data in the current system and import them into the new system. It is the Contractor's responsibility to: 1) enter in future security audit results into the new system and 2) maintain the new system. In addition, the Contractor's system must interface with the Identity Management and Credential System (IDMS).

A. Record Retention

The Contractor is required to keep all electronic and paper records associated with all security audits and Airport Security ID Retrievals (positive and negative results) on file for the entire contract duration. The Contractor agrees it shall develop any reports at the request of the Port Authority. The costs associated with the development of these reports shall be covered under the Monthly Management Fee. The Contractor must submit the proposed changes and estimated time required in writing to the Port Authority. The Port Authority must agree to these changes prior to the commencement of the report development.

B. Procedure

The Contractor shall present monthly to the Port Authority a summary security audit report on all airports for the previous month. This report should detail findings and indicate any and all developing security trends (positive and negative) at the facilities broken down by: (1) facility, (2) terminal, (3) building, (4) airline, (5) cargo facility and (6) inspection/audit types (to be used interchangeably). This report must provide comparisons made to similar activities in prior periods.

C. Report Development

The Contractor shall make the required reports and other future report(s) available on this web-based system. The list of required reports shall be given to the Contractor once the Contract is awarded.

Section 22. Security of Information Plan

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

Section 23. Confidentiality - Proprietary Information

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

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

All personnel that directly or indirectly work on this Contract, whether the Contractor (or subcontractor) staff is used for support, auditing, or management of the Contract, shall sign Port Authority Non-Disclosure and Confidentiality Agreements and Acknowledgments. The Non-Disclosure Form is found in Appendix B of the Port Authority Information Security Handbook, which is a part of "Attachment G".

Section 24. Space Provided to the Contractor

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

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

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

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

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

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

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

Section 25. Contractor Vehicles, Parking and Fueling

- A. The Contractor, in connection with the furnishing of the services as described in this Contract (shall provide vehicular transportation for the purposes of Contractor personnel travel among their work sites on the Airport and carrying out all other functions and obligations of the Contractor (See Exhibit 1 entitled "Vehicle Specifications"). No monetary compensation shall be given for the transportation of auditors. The vehicles to be utilized by the Auditor shall consist of hybrid and electric vehicles meeting the specifications and equipped as set forth in Exhibit 1 entitled "Vehicle Specifications" attached hereto and made a part hereof, which vehicles shall at all times be used exclusively in and shall be devoted solely to the Auditor Vehicle Service hereunder.
- B. All vehicles shall not be more than six (6) model years at any time during service under this Contract (except during the 120-day extension, if exercised). Minor deviations from the "Vehicle Specifications" which do not affect the performance or capabilities of the vehicle may be permitted, at the discretion of the Manager, if approved in writing by the Manager. The foregoing vehicles are collectively referred to as "the Auditor Vehicle Fleet" and individually referred to as "an Auditor Vehicle." All vehicles in this Contract shall be capable of meeting the requirements necessary to satisfactorily perform its required services. All vehicles shall be maintained and serviced to specifications attached as Exhibit 1 in this Contract, unless otherwise advised by the Port Authority. The Auditor Vehicle and the Auditor Vehicle Fleet shall be available at all times so that Security Auditor and Airport Security ID Retrieval Services are provided hereunder and shall be provided as necessary or desirable in the opinion of the Airport Manager from time-to-time for the performance of the Security Auditor and Airport Security ID Retrieval Services under the Contract. All Auditor Vehicles shall be kept in good working order, including appearance.
- C. At the commencement of each Option Period, if any, the Airport Manager shall determine whether a vehicle meets the requirements set forth above. Any vehicle deemed unacceptable shall be replaced by the Contractor at no additional costs to the Port Authority.
- D. Parking for Auditor Vehicles will be provided at the Airport, at no charge, at such locations as may be designated from time-to-time by the Manager.
- E. The maintenance, repair and cleaning of all Auditor Vehicles shall be accomplished as expeditiously as possible in order to return the vehicle to duty as quickly as possible. Except for fueling the vehicles or as otherwise directed or permitted by the Airport Manager for the performance of the Security Auditor and Airport Security ID Retrieval Services hereunder,

no Auditor Vehicle shall be removed from the Airport and each Auditor Vehicle shall be used only and exclusively for providing the Security Auditor and Airport Security ID Retrieval Services under this Contract. All vehicles shall be maintained to manufacturers' specifications.

- F. The Contractor shall register each auditor vehicle under the laws of the State of New York or New Jersey, and shall comply with all New York State, New Jersey State and other laws, rules and regulations applicable to the operation thereof. All vehicles shall have commercial license plate designations, except as otherwise approved by the Airport Manager.
- G. In the event that any Auditor Vehicle is damaged or is in need of repair and such repairs can be completed in fifteen (15) calendar days or less, the Contractor shall immediately proceed with such repair and provide a replacement vehicle in lieu of such Auditor Vehicle, a vehicle of substantially the same carrying capacity, style and type as the one being repaired, which vehicle shall be adequately equipped for such service and shall be subject to the prior approval of the Manager.
- H. In the event, at any time during the term of this Contract, an auditor vehicle is lost or destroyed or so damaged or is in need of such repair that it cannot be repaired in a period of fifteen (15) calendar days, said vehicle shall be removed from service and no longer be an Auditor Vehicle. In the event of such permanent removal, the Contractor shall, at no cost or expense to the Port Authority, replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein and equipped as required herein.
- I. Any auditor vehicle which, in the opinion of the Airport Manager, fails to meet the requirements as herein set forth shall immediately, upon his/her oral direction, be removed from service and another vehicle shall be immediately substituted for the vehicle removed. Except as otherwise provided herein, the defective condition shall be repaired or corrected immediately and the vehicle shall be returned to service, once approved by the Airport Manager.
- J. Without limiting the generality of any of the other terms and provisions of this Contract and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time-to-time by the Airport Manager with respect to the operation of the Auditor Vehicle Fleet. Such procedures shall include, but not be limited to, procedures with respect to the manner and method of dispatching vehicles, monitoring the use of vehicles, the written forms to be used by dispatchers and drivers in recording vehicular operation, usage and maintenance and any and all other procedures and forms which may be necessary or desirable in connection with the operation of the auditor vehicle fleet hereunder.
- K. In the utilization of the auditor vehicles, the Contractor shall use proper methods of dispatch and assignment so that no one vehicle is used to a substantially greater degree or frequency than the other Auditor vehicles.
- L. GPS Tracking: All vehicles under this Contract must be equipped with Global Positioning Satellite (GPS) technology in order for both the Contractor and the Authority to track the equipment with a tracking period of no less than every 15 seconds. Tracking shall be web based and access password protected. Such equipment will be maintained in good working order at all times. The Contractor is prohibited from installing any software and/or equipment which will jam the GPS signal.
- M. 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 auditor vehicle hereunder including, but not limited to, purchase, repair, replacement, painting, oil, license fees and insurance, shall be borne by the Contractor and without compensation or reimbursement from the Port Authority.

N. The Contractor shall obtain and affix to all service vehicles "PONYA" plates for JFK, LGA, EWR, TEB Airports at no additional cost to the Port Authority. The Port Authority does not charge the Contractor to obtain PONYA plates.

Fueling

A. During the term of the Contract, including the Option Periods and/or extensions exercised, if any, at JFK, LGA and EWR, the Port Authority shall purchase and supply to the Contractor at no cost to the Contractor the following motor fuels: B20 biodiesel, unleaded gasoline at EWR, JFK and LGA (E85 is also available at LGA) necessary to operate the vehicle service at EWR, LGA and JFK. The fuel shall be only for vehicles operating exclusively under this Contract.

B. Fuel supplied to the Contractor will be dispensed from Port Authority owned/operated fuel sites at EWR, LGA and JFK airports. The fueling stations are located at EWR Buildings One and 80, LGA Building 84, at JFK Buildings 14, 254 and 269. The Port Authority shall reserve the right to review and verify Contractor fuel usage records. At this time, the on-site fueling stations currently operate by means of a one card automated system, the card being vehicle based. The cards required for each vehicle in use by the Contractor shall be provided by the Port Authority's Fuel Management Contractor through a designated Port Authority Contract Administrator. Authorization for all fueling transactions is processed by a central database using proprietary software. Fuel transactions are authorized individually at the time the vehicle card is swiped at the dispensing pump.

C. Notwithstanding the foregoing, the Port Authority shall have the right, from time to time and at any time during the term of this Agreement, including Option Periods if any, upon thirty (30) calendar days prior written notice to the Contractor, to elect to temporarily or permanently require the Contractor to provide all fuel needed to fuel the vehicles used in the operation of the Service.

D. If so required, the Contractor shall obtain fuel for the Service at an off-Airport location. The Contractor shall only use an off-airport station that is part of the network of stations available through the Fuel Management System. In the unlikely event the network stations are not available, the Contractor shall be responsible for obtaining fuel on its own at another off-airport location. The off-Airport location (or locations) must be within a one (1) mile radius of each Airport and shall provide fueling service 24 hours a day, 365 days per year, unless limited by local law. Each off-Airport non-network location used by the Contractor, unless otherwise permitted by the Port Authority, shall have available both unleaded regular gasoline (87 octane) and diesel fuel. The 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 Ultra Low Sulfur No. 2-D or ASTM D 6751 Biodiesel up to B20 Biodiesel. In addition, all diesel fuel used beginning November 1st through and including the last day in February, each year during the term of the Contract and the Option years, if any, 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.

- I. The price charged to the Port Authority for gasoline and diesel fuel shall be the actual price paid at the pump at the off-airport station. The Contractor is required to provide proof of purchase in the form of receipts. The receipts shall clearly show the date and time of purchase, the price per gallon, number of gallons purchased and type of fuel purchased (diesel or gasoline). Reimbursement will only be made when receipts are provided to the Port Authority.
- II. 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 actual price paid in paragraph (i) hereof. The Contractor shall maintain records showing the date(s) fuel was dispensed, the amount and each type of fuel dispensed, as well as daily records showing the number of gallons of fuel dispensed into each vehicle of the Service.
- III. In accordance with the provisions 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, 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. The purchase of fuel must be a line item in the invoices addressed to the Airport Managers.

Section 26. Employee Uniforms and Appearance

The Contractor will ensure Airport Security Auditors appear to match a cross section of the facility population. Dress: Security Auditors should be dressed as appropriate for the area in which the work is being performed (i.e. denim for ramp work, business casual for terminal areas). Dress code for the Project Managers shall be business attire.

Section 27. Transitioning Services at Start/Termination of the Contract

The Contractor shall support an orderly transition from the existing Contractor providing the services to this new Contract, as well as supporting an orderly transition at the expiration or termination of this Contract. The Contractor is expected to actively participate in discussions and agree to written plans, which clearly specify the transition period and responsibilities.

Section 28. Safety Provisions and Limitation on Future Contracting

The Contractor awarded this contract is precluded from being awarded any concurrent Port Authority Contract for guard or security auditing services as a prime contractor or as a subcontractor for the duration of this contract, including any option periods or extensions, if exercised. The restriction shall apply to any and all affiliates, divisions and subsidiaries of the Contractor. This limitation shall not apply to an award for the replacement Contract for the services described herein.

For the safety of everyone in the facility environment, no staff assigned to this Contract shall not work more than twelve (12) hours per day on any day.

Section 29. Site Specific Recycling and Trash Removal

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

Section 30. Safe Vehicle Operation

Contractor shall perform services in compliance with all Federal Motor Carrier Safety Administration (“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 due 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.

ATTACHMENT B

PART II - COST PROPOSAL FORM

ENTRY OF PRICES

- a. The prices quoted shall be written in figures, typed or in ink, preferably in black ink where required in the spaces provided on the Cost Proposal Form(s) attached hereto and made a part hereof.
- b. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Cost Proposal Form(s). Proposers are advised that the Items on the Cost Proposal Form(s) correspond to the required services set forth in the Contract hereunder.
- d. Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that RFP or those RFPs that it deems appropriate and may not check each and every RFP submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Total Estimated Four (4) Year Contract Price, as required, based upon the applicable unit prices inserted by the Proposer, which amount shall govern in all cases
- e. In the event that a Proposer quotes an amount in the Estimated annual column but omits to quote an Hourly Rate or Monthly Cost for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate unit price.
- f. The Total Estimated Four (4) Year Contract Price is solely for the purpose of facilitating the comparisons of RFPs. Compensation shall be in accordance with the section of this Contract entitled "Billing and Payment".
- g. The Total Estimated Four (4) Year Contract Price shall be obtained by adding the Estimated Total Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year.

COST PROPOSAL FORM
YEAR ONE

(A) LABOR

LABOR CATEGORY	ESTIMATED YEAR ONE HOURS	HOURLY UNIT PRICE	ESTIMATED YEAR ONE PRICE
Airport Security Auditors and Airport Security ID Retrieval Agent	24,600	X \$ _____	= \$ _____

(B) MANAGEMENT FEE

MANAGEMENT FEE MONTHLY UNIT PRICE	NUMBER OF MONTHS	ESTIMATED YEAR ONE PRICE
\$ _____	X 12	= \$ _____

(C) VEHICLES

MONTHLY UNIT PRICE PER VEHICLE	EST. YEAR ONE VEHICLES	NUMBER OF MONTHS	ESTIMATED YEAR ONE PRICE
\$ _____	X 8	X 12	= \$ _____

TOTAL ESTIMATED PRICE FOR YEAR ONE: \$ _____
(A + B+C)

COST PROPOSAL FORM
YEAR TWO

(A) LABOR

LABOR CATEGORY	ESTIMATED YEAR TWO HOURS	HOURLY UNIT PRICE	ESTIMATED YEAR TWO PRICE
Airport Security Auditors and Airport Security ID Retrieval Agent	24,600	X \$ _____ =	\$ _____

(B) MANAGEMENT FEE

MANAGEMENT FEE MONTHLY UNIT PRICE	NUMBER OF MONTHS	ESTIMATED YEAR TWO PRICE
\$ _____	X 12 =	\$ _____

(C) VEHICLES

MONTHLY UNIT PRICE PER VEHICLE	EST. YEAR TWO VEHICLES	NUMBER OF MONTHS	ESTIMATED YEAR TWO PRICE
\$ _____	X 8	X 12 =	\$ _____

TOTAL ESTIMATED PRICE FOR YEAR TWO: \$ _____
 (A + B+C)

COST PROPOSAL FORM YEAR THREE

(A) LABOR

LABOR CATEGORY	ESTIMATED YEAR THREE HOURS	HOURLY UNIT PRICE	ESTIMATED YEAR THREE PRICE
Airport Security Auditors and	24,600	X \$ _____	= \$ _____
Airport Security ID Retrieval Agent			

(B) MANAGEMENT FEE

MANAGEMENT FEE MONTHLY UNIT PRICE	NUMBER OF MONTHS	ESTIMATED YEAR THREE PRICE		
\$	X	12	=	\$

(C) VEHICLES

MONTHLY UNIT PRICE PER VEHICLE	EST. YEAR THREE VEHICLES	NUMBER OF MONTHS	ESTIMATED YEAR THREE PRICE		
\$	X	8	X	12	= \$

TOTAL ESTIMATED PRICE FOR YEAR THREE: \$ _____
(A + B+C)

COST PROPOSAL FORM
YEAR FOUR

(A) LABOR

LABOR CATEGORY	ESTIMATED YEAR FOUR HOURS	HOURLY UNIT PRICE	ESTIMATED YEAR FOUR PRICE
Airport Security Auditors and Airport Security ID Retrieval Agent	24,600	X \$ _____ =	\$ _____

(B) MANAGEMENT FEE

MANAGEMENT FEE MONTHLY UNIT PRICE	NUMBER OF MONTHS	ESTIMATED YEAR FOUR PRICE
\$ _____	X 12 =	\$ _____

(C) VEHICLES

MONTHLY UNIT PRICE PER VEHICLE	EST. YEAR FOUR VEHICLES	NUMBER OF MONTHS	ESTIMATED YEAR FOUR PRICE
\$ _____	X 8	X 12 =	\$ _____

TOTAL ESTIMATED PRICE FOR YEAR FOUR: \$ _____
 (A + B+C)

COST PROPOSAL SUMMARY

I. TOTAL ESTIMATED PRICE FOR YEAR ONE: \$ _____

II. TOTAL ESTIMATED PRICE FOR YEAR TWO: \$ _____

III. TOTAL ESTIMATED PRICE FOR YEAR THREE: \$ _____

IV. TOTAL ESTIMATED PRICE FOR YEAR FOUR: \$ _____

TOTAL ESTIMATED FOUR YEARS CONTRACT PRICE

\$ _____
(sum of I + II + III + IV)

NOTE: The Contractor must include all expenses related to providing the services as required herein in their Cost Proposal Forms for each respective years, including but not limited to, labor, maintenance, fuel tolls and all expenses of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service and Project Manager.

The quantities set forth in the Cost Proposal Forms are estimated only for the purpose of Proposal comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

INSERT MANAGEMENT FEE COST PROPOSAL HERE

ATTACHMENT B

**PART III – PORT AUTHORITY STANDARD CONTRACT TERMS AND
CONDITIONS**

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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:

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

Subcontractor - 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

cession 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.

d.

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
- 5)

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. Notwithstanding such provision, the Port Authority generally will not object to a Port Authority contractor or subcontractor describing factual information that accurately describes the goods provided to, or services performed for, the Port Authority by such contractor or subcontractor in connection with a publicly known Port Authority contract, and permission is not required when such information will be conveyed in bid or proposal documents for work with other entities.

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
Juneteenth	Day After Thanksgiving
Independence Day	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, Giving and Accepting Gifts (February 12, 2021), 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.

PART IV STANDARD TITLE VI/NON-DISCRIMINATION STATEMENT/REQUIREMENTS

As a condition of receiving Federal financial assistance from the United States Department of Transportation ("U.S. DOT") through any of its agencies, including but not limited to the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") (hereinafter referred to collectively as "federal agency" or "federal agencies") , the Port Authority of New York and New Jersey, or any of its wholly owned subsidiaries, ("Recipient") requires that the following provisions are hereby made a part of any contract or agreement subject to the following statutory/regulatory authorities: Title VI

of the Civil Rights Act of 1964 (42 U.S.C. §200d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R Part 21 (entitled *Nondiscrimination in Federally-Assisted Programs Of The Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964*); and 28 C.F.R. section 50.3, (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964), (which are hereinafter referred to as the “Acts” and “Regulations” respectively).

1. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Solicitation Notice

The Port Authority of New York and New Jersey (Port Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Additionally, all bidders (including proposers, and respondents, as applicable) are notified that the Port Authority will ensure that, with respect to any contract/agreement entered into pursuant to this advertisement, disadvantaged business enterprises, minority business enterprises and woman-owned business enterprises, as applicable, will be afforded full and fair opportunity to submit bids, proposals and responses, as applicable, in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Agencies**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Agencies** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Agencies**, as appropriate, and will set forth what efforts it has made to obtain the information.

e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Agencies** may determine to be appropriate, including, but not limited to:

1. withholding payments to the contractor under the contract until the contractor complies; and/or
2. cancelling, terminating, or suspending a contract, in whole or in part.

f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Agencies** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R.. Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

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

ATTACHMENT E- STATEMENT OF SUBCONTRACTOR PAYMENTS

INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of Subcontractor Payments form (PA 3968), which shall be submitted with every invoice to be used in conjunction with the MBE/WBE Participation Plan.

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 _____

Prime Contractor Goals: M _____ W _____

Name: _____

Contract/PO Award Date: _____

Amount: _____

Completion Date: _____

PA Project Manager: _____ MBE/WBE Participation _____

to Date: _____ M _____ W _____

Subcontractor's Name	Address & Phone #	Description of Work Performed or Materials Supplied	MBE/W BE 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 _____

SDVOB PARTICIPATION PLAN AND AFFIRMATION STATEMENT

PA 3760SDV1/9-19

Instructions: Submit one SDVOB PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each SDVOB 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: _____

SDVOB:

Name of Firm: _____

Address: _____ Telephone: _____

Description of work to be performed by SDVOB: _____

Calculation (supply only): _____

The Bidder is committed to utilizing the above-named SDVOB 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 SDVOB

The above-named SDVOB 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 SDVOB – Print Name and Title

I _____ (print name), an officer of _____ (company name), certify that I have read the PA 3760SDV1 SDVOB 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 SDVOB material supplier will be counted toward the SDVOBgoal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated SDVOB 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 3760SDV1
SDVOB 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.

Name of Notary (print)

(Affix Notary Stamp Here)

My Commission Expires _____

(Notary Signature)

(Date)

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 be 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 3760A MBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of 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.

Name of Notary (print)

(Affix Notary Stamp Here)

My Commission Expires _____

(Notary Signature)

(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 - Information Security Handbook

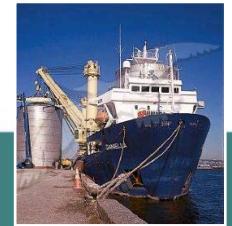
ATTACHMENT H - Technology Standards Overview for the Port Authority

ATTACHMENT I - Customer Care Airport Standards Manual

EXHIBIT 1- – Vehicle Specifications

The Port Authority of New York and New Jersey

Information Security Handbook



October 15, 2008, revised as of April 2, 2018

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A - PROTECTED INFORMATION

B - NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENTS

**B-1: Non-Disclosure and Confidentiality Agreement with reference to
Handbook, Instructions and Example**

B-2: PA/PATH Employee Non-Disclosure and Confidentiality Agreement

B-3: Non-Disclosure Instructions

C. BACKGROUND SCREENING CRITERIA

- THE SECURE WORKER ACCESS CONSORTIUM (SWAC)

D – CONFIDENTIAL PRIVILEGED DOCUMENT COVERSHEET

E - TRANSMITTAL RECEIPT

F - GUIDELINES FOR THE STORAGE OF PROTECTED INFORMATION

**G - GUIDELINES FOR THE DISPOSAL AND DESTRUCTION OF PROTECTED
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H - AUDIT PROCEDURES

I - RESTRICTED ACCESS INFORMATION

J - AUTHORIZED PERSONNEL CLEARANCE LIST

INTRODUCTION

This *Port Authority of N.Y. & N.J. Information Security Handbook* ("Handbook") establishes guidelines and uniform processes and procedures for the identification, handling, receipt, tracking, care, storage and destruction of Protected Information (as hereinafter defined) pursuant to The Port Authority of New York and New Jersey Information Security Policy (the "Policy") as provided in the 11/20/2008 Board Resolution. This Handbook is intended to be the implementation guideline for that policy. It is also intended to complement the Public Records Access Policy, inasmuch as it further defines certain information that may be exempt from release under the "Records Policy". The guidelines contained in this Handbook are not intended to, in any way, be in derogation of the Records Policy adopted by the Board in April 2016 and as amended December 2017. The Records Policy continues to provide open, timely and uninhibited access to the Port Authority's (and its component units) public records and reflects the New York Freedom of Information Law ("FOIL") and New Jersey's Open Public Records Act ("OPRA"). This Handbook prescribes requirements and other safeguards that are needed in order to prevent unauthorized disclosure of Protected Information and to control authorized disclosure and distribution of designated sensitive information, when it is released by The Port Authority of New York and New Jersey (the "Port Authority") either internally or externally. A major underlying principle, on which the Handbook is premised, is that there is a limited universe of Protected Information to which it applies. There is the expectation that prudent, informed and circumscribed judgments will be made by those staff members charged with the responsibility of identifying and properly designating sensitive information, as is provided for in this Handbook. In this regard, adherence to the Handbook's requirements will help ensure that the necessary care will be constantly and consistently undertaken in order to ensure that mis-designation, or "over marking", of information will be avoided. Another important principle of the Handbook is that access to properly designated sensitive information is premised on a strict "need to know" basis. It is the establishment of this "need to know" that is the essential prerequisite for being granted access privileges. It must be emphasized that possession of a federal security clearance or other access rights and/or privileges to sensitive information does not *per se* establish a "need to know" for purposes of obtaining access to discrete sensitive Port Authority information. This principle is equally applicable to the Port Authority and its internal staff as it is to third party individuals and entities, which are given access privileges to Port Authority Protected Information.

This Handbook will be amended and updated from time to time as may be appropriate. When appropriate, each Port Authority department, office and/or business unit, as well as contractors/consultants, should create a "Protected Information Practices and Procedures" ("PIPP") document with additional guidelines for their respective businesses. This will assist staff, and third parties working with the Port Authority, in carrying out the requirements of this Handbook. A PIPP should augment, but may not deviate from, the requirements of this Handbook. The procedures, safeguards and requirements of this Handbook fully apply to all subsidiaries of the Port Authority that deal with, or create, Protected Information. Whenever the term Port Authority is referenced in this Handbook, it should be understood to include and/or cover its subsidiary entities.

The Port Authority expressly reserves the right to reject any information designation and/or to remove/add any and all markings on information that is not consistent with this Handbook.

CHAPTER 1 - PORT AUTHORITY INFORMATION SECURITY ORGANIZATIONAL STRUCTURE

The Port Authority organizational structure for information security is as follows:

Chief Security Officer (CSO) – is responsible for the implementation of Port Authority policy on security matters, both physical and informational, and for the coordination of security initiatives throughout the Port Authority in order to assure consistency in practices, procedures and processes. In particular, the CSO works in close collaboration with the Chief Technology Officer, the Security Technology Unit and the Corporate Information Security Officer with regard to their respective areas of security responsibilities. The CSO acts as the Port Authority's principal liaison on security related matters with governmental, public and private entities. The CSO works closely with the Law Department, Public Safety Department and the Office of Inspector General on security initiatives, on compliance with governmental requirements on security matters, and on issues relating to compliance with the Port Authority's security policy.

Corporate Information Security Officer (CISO) – the CISO reports to the CSO in order to assure agency wide consistency on policy implementation. The CISO is responsible for the management, oversight and guidance of the Policy. The CISO works in conjunction with all appropriate Port Authority departments and component units to: (i) formulate practices and procedures concerning information security management issues affecting the Port Authority, its operations and facilities; (ii) review, categorize and manage all Port Authority information consistent with the Port Authority's policy and procedures under its retention policy; and (iii) establish procedures and handling requirements for Port Authority information based upon its sensitivity designation in order to ensure that the information is used solely for authorized purposes.

Departmental Information Security Officer (DISO) – in coordination with the CISO, each department head, and, where appropriate, office head, will designate a staff member to act as DISO in order to ensure compliance with the Policy. The DISO is responsible for management and oversight of information security issues for departmental operations and reports to the CISO on information security practices and procedures, or issues relating thereto. Additionally, the DISO may perform the Security Information Manager (SIM) functions, if a SIM has not been designated for a department, division, office, unit or project. Each DISO is also responsible for compiling an inventory of all Confidential Privileged Information and, when, appropriate or necessary certain security-related Confidential Information in their department's possession and/or providing updated listings to the CISO on a periodic basis as established by the CISO. Additionally, when appropriate, the DISO is responsible for approving the departmental Protected Information Practices and Procedures ("PIPP") document and, before authorizing its use, for submitting the PIPP to the CISO for final approval and providing periodic reports to the CISO, as the CISO may require.

Security Information Manager (SIM) – Port Authority departments, offices or other business units, as well as contractors, vendors, and consultants, individuals and/or entities, where appropriate, who are involved with, or who could have exposure to Protected Information shall designate a SIM who is responsible for coordinating the implementation and daily oversight of the Policy for the particular Port Authority department, office, business unit, or third-party contractor, vendor, or other party. The SIM reports to the DISO, and for third-party SIMs to the authorized Port Authority representative. If a Port Authority department determines that the SIM function may be carried out by the DISO, then the SIM designation may not be required, unless or until the DISO, in consultation with the CISO, determines otherwise. The functions of the SIM are further described throughout this Handbook.

Security Technology Unit - The Security Technology Unit within the Security Operations & Programs Department, within the Office of the CSO, manages the Port Authority's security-related technology and cyber security program. It is also tasked with overseeing the Port Authority's corporate information security policies, responding to Records Policy requests related to business conducted by the CSO, and the Port Authority's background screening and/or Personnel Assurance Program.

Chief Technology Officer (CTO) – is the head of the Technology Department (TEC). The CTO, or his/her designee, works with the CSO and the CISO to coordinate with the Policy efforts and to provide the Port Authority with the most current resources to adhere to industry standards and best business practices and procedures, and to identify and address technology issues that may affect the current and future policy and business practices.

Office of Inspector General (OIG) – The OIG's responsibilities include: conducting criminal and administrative investigations of possible misconduct by Port Authority officers and employees, as well as third parties doing business with the Port Authority; reviewing agency internal controls and management practices for weaknesses that could allow losses from corruption, incompetence and/or bad decision making; making recommendations for cost effective improvements; serving as the confidential investigative arm for the Port Authority's Ethics Board; conducting educational awareness programs for all Port Authority employees pertaining to integrity and ethics; and, where appropriate, conducting background investigations of certain contractors proposing to do business with the Port Authority. The OIG's Security Inspection Division is responsible for conducting investigations, inspections, reviews, and audits pertaining to all Port Authority security programs in all departments, including those doing business with the Port Authority. It should be noted that cases involving investigations are exempt from CISO approval.

Audit Department – The Audit Department, which reports to the Inspector General, provides auditing services, among other responsibilities, that review and evaluate Information security practices, procedures and functions to assess and assure that proper business security controls are in place, as identified in this Handbook, within the Port Authority, as well as examinations of tenants and contractors that do business with the Port Authority.

Information Security Subcommittee (ISSC), chaired by the CISO, includes departmental representatives from line departments (who might also be functioning as a DISO), Law Department, CSO, the OIG and the CTO. The ISSC assesses the Policy needs and the effectiveness of the policy's implementation, as well as evaluating initiatives for its further development and refinement.

CHAPTER 2 - CATEGORIZATION OF INFORMATION

2.1 Definitions

For purposes of this Handbook the following definitions shall apply:

- a. **“Information”** means, collectively, all documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.
- b. **“Protected Information”** means and includes collectively, Confidential Information, Confidential Privileged Information, Sensitive Security Information (SSI), (Protected) Critical Infrastructure Information (PCII/CII) or Health Insurance Portability and Accountability Act (HIPAA), Personal Identifiable (Identifying) Information (PII) and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. The term Protected 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 Port Authority or a third-party, or when the Port Authority receives such information from others and agrees to treat such information as Protected.
- c. **“Confidential Privileged Information”** means and includes collectively Information that sets forth security initiatives, to include those related to the implementation of physical, staffing, information and cyber protocols or that reveal security risks, threats, vulnerabilities, Law Enforcement Privileged Information documentation that identifies specific physical security vulnerabilities or revealing specific security vulnerabilities details related to emergency response protocols, egress plans, flow paths, egress capacities, (diagrams, codes, standards) etc., which is not publicly available and any and all Information, documents and materials, entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws.
- d. **“Confidential Information”** means and includes collectively, any and all Information, including Law Enforcement Confidential Information, documents and materials that are considered sensitive and restrictive access in nature so as to not be revealed to or shared with the public or published in the public domain nor revealed to or shared with third party individuals or entities who do not have a need to know. It also includes Information that HIPPA or PII or which contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Records Policy. It also includes sensitive financial, commercial and other business information received from third parties under Memorandum of Understanding/Agreement (MOU/MOA) or Non-Disclosure and Confidential Agreements.

- e. **“Health Insurance Portability and Accountability Act (HIPAA)”** Employees, associates or other contract personnel who have access to Protected Health Information (PHI) must refer to, and comply with, the Privacy Policies and Procedures to Protect Personal Health Information. Privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA” or “Privacy Laws”) place restrictions on the Group Health Plans of the Port Authority and PATH (the “Plans”) ability to use and disclose Protected Health Information (“PHI”).
- f. **“Personal Identifying (Identifiable) Information” (PII)** is information which can be used to distinguish or trace an individual’s identity, which may include their name, social security number, driver’s license, fingerprints, biometric records, etc. which alone, or when combined with other personal or identifying information may be used to link or is linkable to a specific individual (such as date and place of birth, mother’s maiden name, etc.)
- g. **“Attorney Work Product”** Attorney work product and other attorney client privileged information should be protected and treated in accordance with the established rules of the legal profession and may carry the label Privileged & Confidential Attorney Work Product. Certain attorney work product information may also fall within the definitions of Confidential Privileged and/or Confidential Information as established by the Handbook, and as such, should be marked and treated in accordance with the Handbook and the Law Department PIPP.
- h. **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII,” as provided for in the referenced rules and regulations and any amendments thereto.
- i. **“Restricted Access/Business Entity Information”** refers to certain information (form attached hereto in Appendix I and I-1) not qualifying as Protected Information, but which for business reasons should be limited in its access and distribution outside a particular agency project or interagency effort or about which public comment should be limited or restricted in order to successfully facilitate the agency project or interagency collaboration.
- j. **“Sensitive Security Information”** (SSI) has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119) and any amendments thereto.
- k. **“Non-Disclosure and Confidentiality Agreement”** (NDA) refers to the Agreements attached hereto as Appendix “B” (which include Appendices B-1 through B-3). Only when approved by the CISO and the Law Department, modifications to the standard NDA may be made for special situations or specific projects, however, a general NDA must be used in retaining consultants and contractors.
- l. **“Non-Disclosure Instructions”** (NDI) refers to the instructions attached hereto as Appendix “B-5.” A NDI is used when represented staff are given or have responsibilities, which involve working on sensitive and/or security related matters, and/or when such staff is being given access to Confidential Information. The NDI is given to each individual

before starting such work or on being given such access. The CISO, in consultation with the Law Department, may allow the use of NDI's in other circumstances, as may be appropriate

2.2 General Process for Categorization

As defined hereinabove, the term Protected Information includes all Port Authority Information protected pursuant to this Handbook or as governed by statutory rules or regulations. Any sensitive Information not specifically deemed Confidential Privileged Information should be categorized as Confidential Information or Restricted Access/Business Entity Information. In addition, certain other types of Protected Information, such as HIPAA, PII, SSI and CII, are treated separately and distinctly because they are governed by specific federal or state designations and must be marked and handled in accordance with relevant regulations or statutory requirements. The requirements in this Handbook apply to all Protected Information, unless otherwise specified. Where a different or additional requirement applies to a specific sub-category of Protected Information, it will be noted.

Each DISO, in consultation with the CISO, shall maintain a list of examples of Confidential and Confidential Privileged Information to be used as a guide by the departmental staff. This list may be included in the department's PIPP. Any employee, consultant, third-party contractor or other personnel may nominate Information for categorization in either of the two categories. The DISO, SIM, supervisors, managers or the CISO, as may be appropriate, should take the action needed to process the Protected Information under their control and to review it as soon as possible. It is important to understand that not every piece of material currently held should be reviewed. The review should only be of Information that is considered potential Protected Information. If management, employees, consultants, third-party contractors, or other agency personnel determine that information under review contains Protected Information, the Protected Information should be designated with the appropriate categorization subject to the review and approval of the DISO.

In order to categorize Protected Information as Confidential Privileged Information or where appropriate security-related Confidential Information the following steps must take place:

1. Inform the DISO or SIM, where applicable, and the unit supervisor of the group/entity proposing the categorization.
2. Obtain DISO concurrence and approval.
3. Obtain CISO approval (except in the case of the PA OIG).
4. If approved, mark and label the information, and, if appropriate, apply a cover sheet (See Appendix D).

If Protected Information has been nominated for Confidential Privileged categorization, a final decision on the nomination shall be made within one week of its submission. During the time period between the submission and a determination regarding the categorization, the nominated Information should not be reviewed, released or distributed to any individuals, other than those individuals who possess a need to know and are currently familiar with the information, or were previously provided access to other Confidential Privileged Information for the same project or task.

2.3 Training and Information Review

Port Authority managers, including, but not limited to the DISO and the SIM, will complete training. This enables them to conduct a continuing review of Protected Information under their control in order to identify and categorize it as Confidential or Confidential Privileged information. Employees, consultants, third-party contractors or other agency personnel must participate in and complete the Policy training, which enables them to continue the process of review, identification, and categorization of Protected Information.

When access to Protected Information is given to third parties, a training requirement may also be a condition for granting access privileges.

2.4 Removal or Downgrading of Category Designation

At some point, Protected Information may no longer be considered Confidential or Confidential Privileged, and should therefore have its designation downgraded or eliminated. This may occur as a result of any number of circumstances, including changes within the Policy, the changing nature of information security, a better understanding of particular material, and/or changes in public policy or law, among others. In order to determine whether category designations should be removed from particular materials, the CISO will establish criteria for the periodic review of all sensitive material. In any case, the category designation of any particular Protected Information may not be removed without the approval of the CISO. A record of any removal of categorization for particular information must be kept by the DISO, with a copy provided to the CISO.

CHAPTER 3 – INFORMATION ACCESS

3.1 Applicability

Each employee, consultant, third-party contractor, tenant, individual and/or entity requiring, or requesting, access to Protected Information must adhere to the requirements set forth in this Handbook.¹ Protected Information is intended for official business use only. Failure to abide by the procedures set forth in the Handbook can lead to a denial of access privileges to Protected Information and/or other contractual, civil, administrative or criminal action.

All employees, consultants, third-party contractors, individuals and/or entities given access privileges to Protected Information are responsible for overseeing the safeguarding and protection of Protected Information in their possession or under their control as per this Handbook's requirements. Questions concerning the safeguarding, protection, release, and/or access to Protected Information should immediately be brought to the attention of the CISO, DISO or SIM, as may be appropriate, in the particular circumstance.

3.2 General Criteria

Prior to being provided access to Protected Information, all individuals must meet and complete the following criteria, unless otherwise required under federal or state regulations:

- Be a citizen of the United States of America, or be an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Naturalization Service documentation, or be a national of the United States as defined by the Immigration and Nationality Act. This requirement may be waived by the CISO with the concurrence of the OIG and/or the CSO where and when circumstances so require.
- Protected Information may only be accessed by authorized Individuals. Authorized individuals must possess a need to know for access to, knowledge of, or possession of Protected Information in order to perform tasks or services essential to the fulfillment of a specific project or initiative. All recipients must handle and safeguard this information according to the Handbook guidelines. Knowledge, possession of, or access to, Protected Information shall not be afforded to any individual solely by virtue of the individual's office, position, or security clearance.
- Completion of a successful background check is required by non-Port Authority staff in order to access Confidential Privileged Information, security-related Confidential Information and/or in order to access a secure area of a Port Authority Facility unescorted or in order to work on a mission critical system.
- Complete the Port Authority Information Security Handbook Training.
- Execute the appropriate Port Authority NDA (See Appendix B), or an Acknowledgement of an existing executed NDA. If the individual is Port Authority staff, execute the online version

¹ The CSO and the OIG in consultation with the Law Department may modify and/or waive the condition of complying with the requirements of the Handbook where such compliance is impractical, such as in the case of a governmental entity having its own information security procedures and/or protocols governing the handling and protection of sensitive information. In addition, certain sensitive information is required to be submitted to other governmental entities under applicable laws, rules or regulations, or the Port Authority may elect to submit Confidential Information to a governmental entity, such as in the case of the CII process, wherein it may elect to submit Confidential Information to the Department of Homeland Security in order to secure the protection of the CII regulatory scheme.

of the NDA, or if the individual is Port Authority represented staff, have been provided with the NDI.

- Consultants or third parties having access to Protected Information must designate a Security Information Manager (SIM)

The individual's name must be entered on the appropriate Department, or Port Authority Authorized Personnel Clearance List for access to Confidential and/or Confidential Privileged Information. See Sec. 3.9 for more information regarding this List (Note: If an individual's name does not appear on the appropriate Authorized Personnel Clearance List, access must be denied).

The OIG may access, without approval of the CISO, DISO or SIM, all Protected Information when it is needed in connection with an OIG investigation, audit or inspection work, or any other Port Authority related work, subject to the handling requirements set forth in this Handbook.

3.3 Information Access Controls

Access to all Protected Information falling within any of the Port Authority Information categories shall be undertaken in a manner that complies with and maintains all applicable state, federal and common law protections. Access to particular information must be conditioned upon a strict need to know basis with regard to the particular, discrete Information, regardless of any federal security clearance, or other Port Authority or other organizational information access authorization. An individual's need to know is not established simply by reason of the individual possessing a recognized federal security clearance, including one that allows for access to a higher level of classified information than is otherwise required for the discrete Port Authority Information to which access is sought. All requests for access to SSI by anyone who does not possess the requisite "need to know" under SSI regulations must be reported to the Transportation Security Administration ("TSA") or, if applicable, the United States Coast Guard ("USCG") and, in certain instances, the Department of Transportation ("DOT").

(a) Protected Information

Access to Protected Information shall be on a need to know basis only. In certain limited instances, access, privileges may be conditioned on the satisfactory completion of a background investigation(s). Access to third parties to certain Protected Information, such as Confidential Privileged, and/or Confidential Information, requires that the parties execute a NDA or an Acknowledgment of an existing NDA including instances where the CISO or OIG determines that a NDA and/or Acknowledgment is required.

(b) Confidential Information

Access to Confidential Information shall be on a need to know basis only. In certain instances, (i.e. Confidential Information related to security), access privileges may be conditioned on the satisfactory completion of a background investigation(s). Access by third parties to Confidential Information requires that parties execute an NDA or an Acknowledgment of an existing NDA excluding instances where the CISO, Law Department or OIG determines that a NDA and/or Acknowledgment is not required.

(c) Confidential Privileged Information

Individuals requiring access to Confidential Privileged Information must have a need to know consistent with the creation and preservation of the privilege attaching to the particular Protected Information. An individual will be given access privileges to the Confidential Privileged information

only to the extent that it is necessary and/or is required by the individual in order to fulfill and/or carry out his/her duties, obligations and responsibilities to the Port Authority. Access to Confidential Privileged information is subject to the satisfactory completion of a background investigation for non-Port Authority individuals and to continuing periodic background checks. A more stringent background investigation may be required of the individual for access to certain Confidential Privileged Information if so determined by the DISO. All access to such Information must be granted and received in a manner that does not compromise or abrogate the particular privilege attaching to the information.

Confidential Privileged Information may not be disclosed to any individual without appropriate prior approvals. Approval for disclosure of Confidential Privileged Information to third parties must be obtained from the DISO. A Port Authority employee or other individual may not waive any privilege attaching to Port Authority Information without the Port Authority's express permission as granted by the CISO, unless the Information to which the Port Authority asserts a privilege is personal to a particular employee or individual and the privilege is directly derived by reason of that circumstance. Access by third parties to Confidential Privileged Information will be conditioned on the parties' execution of a NDA or an Acknowledgment of an existing executed NDA, as may be appropriate and determined by the CISO and/or OIG. In case of certain represented employees/individuals, and in some other cases NDIs may be utilized in lieu of NDAs upon the approval of the CISO.

3.4 Access Disqualification

Any employee, consultant, third-party contractor, or other individual and/or entity, who has been granted access to Protected Information, may be temporarily denied access while an investigation is conducted regarding any report to the CISO, OIG and the DISO that such individual misused, mishandled, or lost Protected Information, or disclosed, disseminated, or released Protected Information to an unauthorized individual or entity. Further, access to Protected Information can be denied when improper or incomplete verification checks of employees, entities, or individuals are discovered. In addition, if an individuals' SWAC has expired that individual may no longer have access to Confidential Privileged Information and certain security-related Confidential Information, access controlled areas or mission critical systems.

Where it is determined that an individual has misused, mishandled or otherwise improperly disclosed, released or disseminated Protected Information without authorization, that individual may be subject to disqualification of access privileges and may also be subject to sanctions, including formal disciplinary actions where the individual is a PA employee, with possible penalties up to and including termination of employment. The foregoing action shall be documented and provided to the individual's employer, DISO, or departmental manager, OIG, and the CISO, as may be appropriate. In the case of third parties, remedial action may include, but is not limited to, imposition of a monitor to oversee compliance with information security and general security requirements, or possible disqualification, and/or termination of present and/or future business relationships. Individuals and entities may also be subject to criminal or civil legal action, as may be appropriate. Additionally, see Chapter 6 regarding the possible consequences of violations of this Policy.

3.5 Non-Disclosure and Confidentiality Agreements (NDAs)

Employees, consultants, third-party contractors, tenants, or other individuals or entities, including governmental agencies where appropriate, will be required to sign NDAs or an Acknowledgment of an existing NDA, or be subject to an NDI, as a condition of being granted access to both Confidential Privileged Information and Confidential Information. Employees, consultants, third-party contractors, or other agency personnel who refuse to sign a NDA, in situations where it is required, will be denied access to Confidential and/or Confidential Privileged Information, except in the case of certain Port Authority employees and third parties where a NDI may be utilized in instructing and advising the

Port Authority employee and/or third party of the obligations and the requirements for handling Protected Information. In certain circumstances, a Memorandum of Understanding or Memorandum of Agreement containing approved non-disclosure and confidentiality requirements may be utilized, in which cases approvals are required from the CISO and the General Counsel, or their respective designees. If an individual refuses to execute an individual Acknowledgment, Port Authority Employee NDA or to receive the NDI, if it is deemed required by the DISO, CISO and/or OIG, access to the certain Protected Information must be denied. The SIM is also responsible for keeping proper documentation for employees and individuals subject to NDIs, including the date when the individual was given the NDI and by whom. A copy of all executed agreements and acknowledgements are to be provided to the DISO and Third-Party SIM. Original executed NDAs shall be forwarded to the CISO, by the DISO, for filing in the official Port Authority records repository, with a copy to the Law Department DISO. In rare instances, when dealing with certain entities (Governmental bodies, public corporations and financial institutions) with robust security policies on the handling of information similar to the Port Authority, a Port Authority Non-Handbook NDA may be utilized. If the CISO agrees with the use of the Port Authority Non-Handbook NDA, the template should be requested from the Law Department DISO.

All NDAs executed on behalf of the Port Authority must be submitted to the Law Department prior to execution by senior executive staff.

In certain instances, where certain business reasons necessitate that proprietary Confidential Information and Restricted Access Information is going to be mutually shared between the Port Authority and a Third Party, a Mutual NDA can be utilized. The use and terms of a Mutual NDA must be requested to and authorized by the CISO and the Law Department. Also, in instances when information is mutually shared with Governmental agencies with robust information security policies in place, a Mutual NDA may be utilized with approval of the CISO, in consultation with the Law Department. Mutual NDA's are executed by the Executive Director of the Port Authority or his designee.

3.6 Unauthorized Disclosure of Information

If employees, consultants, third-party contractors, or other individuals and/or entities with authorized access to Protected Information become aware that Protected Information has been released to unauthorized persons, or has been lost, stolen or compromised, they are required to immediately notify the DISO, CISO, the Office of Inspector General, and any other appropriate information security officer and report the discovery. In the case of SSI, the CISO must inform the TSA, DOT, or USCG and, in the case of CII, the Department of Homeland Security ("DHS"), of the breach of security. DOT, DHS, TSA and USCG rules govern the reporting of any unauthorized disclosure of SSI or CII.

3.7 Protected Information and Access Prohibitions

Access to Protected Information is not a right, privilege, or benefit of contracting with or employment by the Port Authority, rather it is based on pre-established guidance. Protected Information should not be divulged, released, turned over, or provided to any individual in any organization who does not meet the established criteria or conditions set forth herein, or who has not been approved by the DISO, CISO or OIG. The following access guidelines and/or prohibitions are in effect to safeguard Protected Information:

- Protected Information shall only be used in the performance of required job responsibilities, or in order to complete assigned tasks. Confidential Privileged Information and security-related Confidential Information shall only be used in the performance of required job responsibilities,

or in order to complete assigned tasks as may be determined by the SIM and DISO. No other disclosure or use of Protected Information is authorized.

- Individual access to Protected Information will be rescinded when an employee, consultant, third-party contractor, individual or entity, who had been granted access to Protected Information, is no longer employed by the Port Authority, or is no longer under contract with, or no longer has a relationship with the Port Authority, or is no longer in a position that requires access to Protected Information in order for the individual or entity to perform duties or complete tasks/projects.

3.8 Background Screening

In order to determine if any individual poses a potential security threat to the Port Authority component units, the Port Authority requires background screening to verify the personal identity of, and determine the criminal history of, all contactors and consultants working in secure areas at Port Authority facilities or handling security related Protected Information. As such, employees of third party contractors/consultants requiring access to certain Protected Information relating to security on a specific project must obtain clearance through a background check prior to being provided access to information unless otherwise waived in writing by the CISO or OIG. This includes all individuals working on the project, including administrative and back-up staff that have access to and/or are handling certain Confidential or Confidential Privileged Information.

All background checks for third parties required under the Policy should normally be conducted through a pre-approved screening company. The "Secure Worker Access Consortium" (S.W.A.C.) is presently the only Port Authority approved service provider of a background screening checks, except as otherwise required by federal law and/or regulation. The Office of the CSO administers this provider. S.W.A.C. is accessed by an online application (<http://www.secureworker.com>) that enables the secure collection, processing, maintenance and real-time positive identity verification (PIV) of individuals. The S.W.A.C. background check is not a replacement for any federal agency (DHS, TSA, etc.) required background screening. S.W.A.C. membership is valid for three years, at the end of which the member must renew the online application. In addition, certain employees, such as those in the Public Safety Department, will have their criminal history background checked through the electronic databases maintained by federal and/or state law enforcement agencies when required as a condition of employment, or when required by federal or state laws, rules, and/or regulations, or, in certain cases, where it is legally permitted and is deemed appropriate by the CSO or OIG.

The DISO/SIM has authority to obtain the background check information from S.W.A.C. Additional information about S.W.A.C., corporate enrollment and online applications can be found at <http://www.secureworker.com>. The S.W.A.C. application process is described in Appendix C. S.W.A.C.'s background screening is typically finalized within five to ten business days.

In some cases, a Security Identification Display Area (SIDA) background screening and credential may be used in lieu of the SWAC process with approval by the CISO and/or OIG.

3.9 Authorized Personnel List

The DISO and SIM are responsible for compiling, maintaining, and updating their respective list (See Appendix J) on an ongoing basis and forwarding the information to the CISO. Each DISO shall periodically review its department's/business unit's list with its SIM to ensure that the list is current and that each individual's access to Protected Information is still required.

3.10 Development of a Protected Information Practices and Procedures (PIPP)

Departments, offices and/or business units may adopt an individualized, discrete PIPP tailored to their respective particular business practices for handling Protected Information. The CISO may also require departments, offices and or business units who handled Confidential Privileged Information or security-related Protected Information to utilize a PIPP. The PIPP is meant to augment the Handbook and must be consistent with it. Each PIPP must be approved by the CISO before being implemented. PIPPs are to be resubmitted to the CISO every 3 years for re-approval.

3.11 Procurement Strategies

(a) General

As a public agency, the Port Authority has an established procurement process based on openness, integrity, and fairness to the vendor community. The security of Protected Information must be incorporated at the beginning of the procurement process in order to establish a security benchmark that may be applied throughout the procurement process, as well as during the term of the award/contract.

(b) Lifecycle Phases and Procurements

A project may contain Protected Information in one or more of its lifecycle phases (pre-award, award, design, construction, close-out, or maintenance/service operation contracts, etc.).

Procurement and lifecycle information should be thoroughly reviewed by the originator before being submitted to the Procurement Department for processing. Protected Information provided to the Procurement Department for use in a procurement must be clearly marked and transmitted according to the requirements in this handbook. If Protected Information is discovered thereafter by the Procurement Department, any reviewing department, or the originator's department, the originator's department manager or designee should be contacted immediately to retrieve the Protected Information and process it in accordance with the Policy and this Handbook.

(c) Risk Exposure and Business Risk Strategy

Requirements must be included in procurement documents in order to help reduce potential disclosure of Protected Information and to provide bidders with certain security requirements in advance. They must also be included in contract awards to ensure information protection practices, procedures, and protocols are included in each project's lifecycle phase. The typical requirements are:

- (i) NDAs.** Require prospective consultants, prime vendors, general contractors, or commercial enterprises to enter into a NDA with the Port Authority before obtaining a copy of a RFP for projects that may contain Protected Information. NDAs should be project and procurement specific and should be completed in a timely manner for specific types of procurements or projects. A broad or generic NDA should not normally be utilized to cover all procurements and projects under contract to a particular consultant, prime vendor, general contractor or commercial enterprise over a long period of time; however, it may be appropriate in certain situations to utilize such a NDA, if approved by the CISO. Consultants, Prime Vendors, General Contractors, or Commercial Enterprises should contact the Port Authority to request authority prior to releasing RFP Protected Information to a sub-contractor. The sub-contractor should execute the appropriate Acknowledgement that it will comply with the terms of any NDA that the successful bidder has executed.

(ii) Background Screening. Require potential users seeking access to certain Protected Information to undergo background screening. The screening may parallel the screening requirement used by the Port Authority to grant access to Protected Information under Section 3.3. S.W.A.C.'s background screening is typically finalized within five to ten business days.

(iii) Designation of a Security Information Manager (SIM). Require companies involved in Protected Information procurements or projects to designate a SIM to ensure information security and Protected Information requirements are followed. A second employee may be designated as an alternate SIM. All SIM's will be required to get background screening.

(iv) Information Security Education and Awareness Training. Require consultants, vendors, contractors and commercial enterprises to complete training to ensure security awareness regarding Port Authority information.

(v) Physical Security. Ensure that the storage and protection of Protected Information is consistent with the requirements of Chapter 4 of this Handbook.

(vi) Transfer or Shipping Sensitive Information. Prohibit or place restrictions on the transfer, shipping, and mailing of Protected Information consistent with the handling procedures set forth in Chapter 4 of this Handbook.

(vii) Website Restrictions. Prohibit posting, modifying, copying, reproducing, republishing, uploading, downloading, transmitting, or distributing Protected Information on unauthorized websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to Protected Information, from viewing such information.

(viii) Destruction of Documents. Require Protected Information to be destroyed using certain methods, measures or technology consistent with the requirements set forth in Chapter 4 of this Handbook.

(ix) Use of Similar Agreements Between Prime Vendor and Sub-contractors/Sub-consultants. Require the prime vendor, general contractor, or consultant to mandate that each of its sub-contractors / sub-consultants maintain the same levels of security required of the prime vendor, general contractor, or consultant under any Port Authority awarded contract.

(x) Publication Exchanges. Prohibit the publication, exchange or dissemination of Protected Information developed from the project or contained in reports, except between authorized vendors, subcontractors and sub-consultants, without prior approval of the Port Authority. Requests for approval should be routed to and reviewed by the CISO in conjunction with the Law Department and, where appropriate, Public Affairs.

(xi) Information Technology. Matters involving information technology policy, or use of particular hardware or software, should require the application of specific protocols and/or software tools to support Port Authority projects. Coordination of information technology and consultation with the CTO, the CISO and SOPD's Cybersecurity Group may be required for the success of particular projects. Handling and transmission of all Protected Information shall be consistent with the requirements of Chapter 4 of this Handbook.

(xii) Audit. Include provisions to allow the Port Authority to conduct audits for compliance with 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.

(xiii) Notification of Security Requirements. Advise all consultants, third-party contractors, and other individuals and/or entities, as may be appropriate, that Port Authority security procedure requirements may be imposed throughout the duration of the project.

(xiv) Reproduction/Copies. Reproductions of Protected Information shall be consistent with the requirements of Chapter 4 of this Handbook.

CHAPTER 4 – CONFIDENTIALITY CONTROL PROCEDURES FOR MARKING, HANDLING, STORAGE, TRANSMITTAL AND DESTRUCTION REQUIREMENTS

4.1 Marking of Certain Protected Information

(a) Confidential Privileged and Confidential Information

All documents, drawings, and all other Information that contain Confidential Privileged, or Confidential Information must be marked with the appropriate respective protective marking: "CONFIDENTIAL PRIVILEGED" (alternatively "CONFIDENTIAL AND PRIVILEGED") or "CONFIDENTIAL". The markings must be conspicuous, highly visible and in a bold typeface.

The front page (or front and back cover, if appropriate) shall be marked at the top and/or bottom of the page. In addition, all interior pages within the document that contain Protected Information must also be marked at the top and/or bottom of the page. Sets of documents large enough to be folded or rolled must be marked or stamped so that the marking is visible on the outside of the set when it is rolled or folded. The marking must be visible from the exterior container of the material, e.g., the spine of a binder, or compact disc container or cover.

All Confidential Privileged Information must bear the following warning sign on its front cover, back cover, and title sheet or first page. For compact discs, DVDs or other smaller materials, the warning sign may be printed on an adhesive label and affixed to the material. It should be in visible typeface and state:

"WARNING": The attached is the property of The Port Authority of New York and New Jersey (PANYNJ). It contains information requiring protection against unauthorized disclosure. The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official. The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy. Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ.

The attached will be disseminated only on a need to know basis and, when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.

(b) Sensitive Security Information Requirements

Pursuant to the federal regulations governing SSI, Port Authority Protected Information that has been designated SSI by the Federal government must be conspicuously marked with its respective protective marking "SENSITIVE SECURITY INFORMATION" on the top and the distribution limitation statement on the bottom of each page of the document including, if applicable, the front and back covers, the title page, and on any binder cover or folder. The protective marking must be in bolded Arial 16-point font size and the distribution limitation statement must be in an 8-point font size. All copies of SSI documents must also bear the required markings.

The distribution limitation statement is:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

(c) Critical Infrastructure Information

Pursuant to the federal regulations governing CII, Port Authority Protected Information that has been marked PCII by the Department of Homeland Security PCII Program Manager or the manager's designee will be marked as follows:

This document contains PCII. In accordance with the provisions of 6 CFR Part 29, this document is exempt from release under the Freedom of Information Act (5 U.S.C. 552 (b)(3)) and similar laws requiring public disclosure. Unauthorized release may result in criminal and administrative penalties. This document is to be safeguarded and disseminated in accordance with the CII Act and the PCII Program requirements.

(d) Document Control Number for Confidential Privileged Information

Documents that have been identified as Confidential Privileged Information will be given a control number, provided by the CISO, DISO or SIM, which shall consist of the category of information followed by an acronym for the transmitting department, followed by the last 2 digits of the year, followed by a number that is sequential and, finally, followed by the copy number.

Document Control Number = 'CP'- '{Dept. Acronym}'-'{YY}'-'{Sequence Number}'-'{Copy Number}'

Examples:

CP – LAW – 18 – 01 – 0001

CP – ENG – 17 – 10 – 0002

The front page (or front and back cover, if appropriate) and all pages of Confidential Privileged Information shall be marked with the control number. The control number must also be visible from the exterior container of the material, e.g., the spine of a binder, or compact disc container or cover. If deemed necessary by the DISO or CISO, certain Confidential Information or other Protected Information may be given a control number.

4.2 Handling Protected Information

Handling refers to the physical possession of, and includes working on or with, Protected Information to perform job duties or complete tasks or projects. This includes, but is not limited to, reading, copying, editing, creating, or correcting the material. Protected Information in any form, including physical or electronic forms, must be under constant surveillance by an authorized individual to prevent it from being viewed by, or being obtained by, unauthorized persons.

The following is a chart of the minimum-security requirements for handling Protected Information, and certain requirements that apply only to Confidential Privileged and Confidential Information:

Minimum Security Requirements for Handling	Confidential Privileged Information	Confidential Information
Must never be left unattended outside of storage location.	X	X
Must be under the direct and constant supervision of an authorized person who is responsible for protecting the information from unauthorized disclosure.	X	X
Must be turned face down or covered when an unauthorized person is in the vicinity. Be cognizant of others in area that can view your computer screen.	X	X
When leaving a computer unattended ensure that the screen is locked.	X	X
Attach an information cover sheet when removing materials from their place of storage.	X	
Use all means to prevent unauthorized public disclosure of information.	X	X
Electronic Protected Information must be stored securely and meet the Port Authority's Information and Cybersecurity policies. (See Section 4.8)	X	X

X = Applicable Requirement

4.3 Transmittal of Protected Information

Transmission refers to the sharing among individuals and/or entities, and/or the transfer or movement of Protected Information from one location to another using either physical or electronic means. The following chart sets forth the methods by which Protected Information should be transmitted. In all instances, Protected Information must at all times be safeguarded and transmitted in a manner and method designed to insure that it is not disclosed, or otherwise compromised, and it should be appropriately marked with the proper identifying marking.

In general, all Confidential Privileged Information must be signed in and out, and, in certain situations as determined by the DISO or SIM, Confidential Information may be signed in and out as well. A cover sheet must be attached to the Confidential Privileged Information or, in certain situations as determined by the SIM, to Confidential Information and it should be marked appropriately. With respect to Confidential Privileged Information, the coversheet attached as Appendix "D" is to be utilized to draw emphasis to the fact that a document contains Confidential Privileged Information

and to limit visual exposure to unauthorized individuals in near proximity. Confidential Privileged Information and, where appropriate, Confidential Information, must be wrapped and sealed. The exterior of the wrapping should not indicate that it is sensitive material, or its category, or level.

Confidential Privileged Information may be transported using public modes of transportation, and a courier service may also be utilized; provided, however, that the sign in and sign out procedures will apply, as well as wrapping and sealing procedures. All packages must be sealed in a manner that easily identifies whether the package has been opened prior to delivery to the intended recipient. The use of a double wrapped/enveloped package or a tamper resistant envelope must be used to fulfill this requirement. Protective markings are not to be placed on the outer visible envelope. If using a double wrapped package or two envelopes, the inner wrapping or envelope should be marked in accordance with appropriate category designation. The package must be addressed to an individual who is authorized to receive it or, preferably, to the SIM. All packages must contain a specific individual's name on the shipping label. Where appropriate any of the foregoing requirements may also be required in handling Protected Information and can be provided for generally in the department's PIPP, or as required by the DISO and/or SIM with respect to handling such information in specific instances.

Minimum Security Requirements for Transmission	Confidential Privileged Information	Confidential Information
Verbally at a meeting, conference or briefing where all attendees possess a need to know and have the appropriate security authorizations	X	X
Electronic Systems: restrict to Livelink ² or a similar OCSO approved secure repository	X	X
Electronic Systems: SharePoint On Premise, the Agency's Office 365 SharePoint On-Line, the Agency's Office 365 OneDrive for Business and/or the Agency's Office 365 Groups/Team repositories or a similar approved secure repository when authorized.		X
Electronic Mail: Confidential Information may be transmitted using encryption. Passwords shall be provided using a CISO approved method (e.g. messaging, telephone).		X
Hand Carried or delivered in the personal custody of Authorized Individual: (a) request return receipt (b) place in sealed envelope, and (c) name of recipient, department, address and phone number must be written on face of envelope	X	X (b and c only)
Approved Commercial Delivery Service (e.g., DHL, FedEx, UPS): (a) request return receipt, (b) verify recipient name and mailing address, (c) place in a sealed envelope, and (d) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X
Use of USPS Certified Mail: (a) request return receipt,		

² Livelink, SharePoint On Premise and the Agency's SharePoint online are secure collaborative electronic repositories per the authorized categories listed above for the documents of a project.

(b) verify recipient name and mailing address, and (c) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X
Intra-agency Mail System (a) request return receipt (b) place in sealed envelope, (c) name of recipient, department, address and phone number must be written on face of envelope, and (d) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X (b, c, d only)
Telephone: restricted from using a non-land line telephone to transmit, unless expressly permitted by SIM in writing. If approved: (a) use all means to prevent unauthorized public disclosure, and (b) may not use mobile or Internet devices.	X	
Fax Machine: restricted from using fax machine to transmit unless expressly permitted by the SIM in writing. If approved: (a) prior coordination with recipient required, (b) verify recipient fax number, (c) receipt of successful transmission, and (d) follow-up contact required	X	X (a,b,c only)

Steps for transmittal of a "hard copy" of all Confidential Privileged Information and, when required, for Confidential Information:

- Step 1. Make certain that documents are properly marked: "CONFIDENTIAL PRIVILEGED," or "CONFIDENTIAL," according to its designated category.
- Step 2. Prepare Transmittal Receipt (Appendix "E").
- Step 3. Place document in envelope with the Transmittal Receipt, seal envelope, mark the inner envelope CONFIDENTIAL PRIVILEGED or CONFIDENTIAL, place envelope in second envelope (outer), this envelope shall not contain any protective markings.
- Step 4. Address envelope to an individual who is authorized to receive it.
- Step 5. Mail document.
- Step 6. The Transmittal Receipt shall be returned to the party who initially sent the item.

When hard copies of multi-page documents include threat scenarios, asset criticality information, identification of security vulnerability details, risk assessments, design basis threats and concepts of operations are distributed, this information is to be bound using secure binding to prevent individual sheets from being removed from a set.

4.4 Storage of Protected Information

Steps should be taken to prevent unauthorized access to Protected Information. Certain Protected Information, primarily Confidential Privileged Information, should be kept in a locked storage room or a locked security container, such as a drawer, cabinet or safe-type file that has a locking mechanism, and must be vandalism resistant. The DISO will periodically review the departmental storage vehicles and mechanisms and determine their appropriateness for the information being stored. Protected Information should be gathered and stored in a minimum number of office locations. Confidential Privileged Information must never be left unattended outside its storage

location for long durations. A storage space or security container/receptacle may not be left open and unattended at any time. At no time should Confidential Privileged or security-related Confidential Information be stored, except for short periods during work, in unauthorized desk drawers, file cabinets, or other unsecured locations. The CISO may require that certain information be kept in a safe in a designated central location(s).

Combinations or locks for each security container must be changed or replaced when a person having knowledge of the combination or possession of a lock key no longer requires it, leaves the project or there is reason to suspect that the combination has been tampered with, or that an unauthorized person may have acquired knowledge of the combination, or that a lock key is in the possession of an unauthorized person. Keys and combinations of locks utilized to secure certain Protected Information must be safeguarded at the same level of protection as paper documents. The "Guidelines for the Storage of Confidential Privileged Information, Confidential Information, Law Enforcement Privileged Information and Law Enforcement Confidential Information" attached as Appendix "F" provides further detailed information and instructions.

Confidential Privileged Information and, where appropriate Confidential Information, may not be stored at any individual's home overnight for a meeting the following day without prior written authorization of the SIM or DISO.

Downloading of any Confidential Privileged Information and Confidential Information carries with it the responsibility to protect that information in accordance with the procedures identified in this Handbook. The possessor of the electronic file assumes full responsibility for the proper handling, storage, transmittal and disposal of this Confidential Privileged and Confidential Information.

4.5 Document Accountability Log

All entities, Port Authority Departments and third-parties having Confidential Privileged Information in their possession will have a system in place that will account for the material in such a manner that retrieval is easily accomplished for inspection. The accountability log with respect to Confidential Privileged and security-related Confidential Information when directed by the CISO, shall be maintained by the DISO or the SIM, where applicable, and include:

- The date that a document was received or created
- The identity of the sender or creator
- A brief description of the document
- The Control Number, if Confidential Privileged Information
- Number of copies
- Transmission history (sent to whom, when)
- If applicable at the time of the inspection, a Port Authority Document Destruction Certification, stating that the document has been destroyed (including, when, by whom and the method), or a Certification that the document has been returned to the Port Authority.

4.6 Reproduction

Protected Information should only be reproduced to the minimum extent necessary to carry out an individual or entity's responsibilities. However, the reproduced material must be marked and protected in the same manner and to the same extent as the original material. Authorized individuals must perform all reproduction work. Print and reproduction locations are limited to Port Authority sites, or, when appropriate, to authorized consultant and/or third-party contractor work site equipment. The CISO may require that the work site should limit reproduction of Protected Information to a particular copying machine with technological capabilities limited to copying (not scanning or storing etc.). Service providers, authorized by the responsible SIM or DISO where appropriate, may be used for this task if the information remains safeguarded throughout the process. Each reproduction of Protected Information shall contain all security markings, instructions, etc., as set forth in Section 4.1. All scraps, over-runs, and waste products resulting from reproduction shall be collected and processed for proper disposal.

4.7 Destruction of Protected Information

All Protected Information that is no longer needed shall be disposed of as soon as possible, consistent with the Port Authority's Record Retention Policy, standard practices, or legal requirements, by any method that prevents its unauthorized retrieval or reconstruction. Authorized service providers may be used for this task provided that the information remains safeguarded until the destruction is completed. Paper products must be destroyed using a cross cut shredder located in the office. As previously noted in Section 4.5, a Port Authority Document Destruction Certificate must be provided to the DISO or SIM for any document being destroyed, including original or copies thereof. In addition to the requirements in this Handbook, all Departments shall continue to comply with the Port Authority Records Program (A.P. 15-2.02). Where Protected Information is no longer needed, but the Port Authority Records Program requires retention of the original, the original Protected document shall be retained by the Departmental Records Coordinator and all copies are to be destroyed in accordance with this section. The "Guidelines for the Disposal and Destruction of Confidential Privileged Information" attached as Appendix "G" provides further detailed information and instruction.

Since deleted electronic files can be recoverable by utilizing software tools, certain Protected Information stored in electronic form needs to be erased and destroyed with methods that comply with NIST Released Special Publication 800-88 Revision 1, Guidelines for Media Sanitization, dated December 18, 2014. With respect to Port Authority staff, individual staff shall contact the Technology Department ("TEC") to make a request that Protected Information be permanently removed from a computer. This request shall be made by providing relevant information on a TEC Service Request (TSR), found on eNet on the TEC page

4.8 Information Technology Systems – Handling of Electronic Information/Data

All transmission, storage and destruction of all electronic information and data must be in compliance with the current version of the following TEC, Audit, CSO and OSEC documents:

- Cybersecurity and Computing Resources, Policy/AI 15-4.03
- Cybersecurity Policies, Standards and Guidelines
- Standards and Guidelines for Port Authority Technology
- System Administration Manual for Port Authority Technology
- Records Management Program Guidelines

Information Technology (IT) Systems that are used to electronically capture, create, store, process or distribute Protected Information must be appropriately managed to protect against unauthorized disclosure of the contents. The main objectives of these electronic handling guidelines are to:

- Provide access exclusively to authorized individuals.
- Compartmentalize Protected Information if required by a Department's PIPP.
- Complete removal of Protected Information from the system when it is no longer needed.

This section is intended to describe the processes used to control secure electronic data, and is to be implemented for the control, accessing, processing, handling, storage, and destruction of all Protected Information (electronic data) as generated, received, or distributed by Port Authority staff, consultants, contractors or third parties.

4.9 Transmission/Exchange of Electronic Information

The Port Authority uses Livelink and the Agency's Office 365 Platform (Email, SharePoint, OneDrive for Business, Skype for Business, Office 365 Groups and Office 365 /Teams) to collaborate with team members (i.e., authorized individuals) on projects and programs both inside and outside the Port Authority's corporate network. Additionally, the Port Authority also uses secure Internet websites with secure transmission to collaborate with team members outside the Port Authority. The use of a web-based collaboration tool has numerous benefits that result in time and cost savings, accountability, security, and disaster recovery. Presently, Livelink is the only approved method for the transmission/exchange of Confidential Privileged Information.

Access to Port Authority secure collaboration solutions is controlled by permissions that apply to each individual user account. In this manner, users are allowed to access folders and files only when approved by the DISO, SIM, Project Manager or Program Manager directly responsible for the information.

With these measures in place, the Port Authority has deemed that all electronic exchange of Confidential Privileged Information must be accomplished using an Agency approved secure collaboration solution with centrally managed access control on a per individual basis and with encrypted transfer.

In order to provide better organization and auditing of files that contain Confidential Privileged Information or security-related Confidential Information, separate, controlled access folders shall be created and maintained within the secure collaboration solution in order to compartmentalize these types of Protected Information. Electronic storage of Confidential Privileged Information

must be ‘encrypted at rest’ and ‘in transit’. In addition, individual documents shall be protected with either the Agency’s approved Information Protection Solution³ (e.g., Rights Management) or encrypted and password protected.

Emailing of Confidential Information is permitted, but the Confidential Information must be protected using the Agency’s Information Protection Solution or encrypted with password protection prior to emailing. The password must contain at least 6 characters, as per Microsoft Multi-Factor Authentication standards, with one upper case letter and one lower case letter, at least one number, and one special character. The password shall be provided to the email recipient using a CISO approved method (e.g. messaging, telephone, etc.)

4.10 Electronic Storage

Technology advances allow increasingly larger amounts of information to be stored on increasingly smaller devices. This creates a greater risk of information security breaches due to the size and portability of these devices, which can be lost or misplaced more easily when taken outside of the office. If a situation arises whereby electronic files must be exchanged by electronic media such as flash drives, CD or DVD, all provisions within this manual for handling physical documents must be satisfied.

Possession of Protected Information in any format (hardcopy, electronic, photo, video, etc.) carries with it the responsibility to protect that information in accordance with the requirements of the Handbook. Authorized individuals in possession of electronic files containing Protected Information assume full responsibility for the proper handling, storage, transmittal, and destruction of this type of information in the same or comparable manner as hard copy requirements.

Users who possess electronic files containing Protected Information shall adhere to the following guidelines to maintain the proper protection of this material:

(a) Desktops/Laptops/CAD Machine Users

Individuals granted access to The Port Authority Network or information systems shall secure computers from unauthorized access.

- When leaving a computer unattended, users shall apply the “Lock Workstation” feature (ctrl/alt/delete). Unattended computers shall be secured from viewing by password protected screen savers.
- Computers shall activate the automatic screensaver feature after a period of non-use. The period of non-use is fifteen (15) minutes, or a shorter time period if required by a DISO.
- Computing devices shall implement full disk encryption solutions to safeguard Agency Information.
- Port Authority desktop computer users shall only store Confidential Privileged Information on network drives with controlled permissions (e.g. directory on the Port Authority Network) and not the computer’s local hard drive.

³ Microsoft Azure Information Protection.

- Laptop computer users may store Protected Information locally, when necessary, using either the Agency's approved Information Protection Solution⁴ (e.g., Rights Management) or encryption. Encryption passwords are to be managed by the DISO, SIM or system owner.
- Computer users shall not disable or alter security safeguards, such as virus detection or encryption software, installed on any computer or device that contains Protected Information.
- Computer users shall not disable or alter security safeguards, such as virus detection or encryption software, installed on Port Authority computers and devices.

(b) Portable Media

- Portable media and mobile devices shall implement full disk encryption solutions to safeguard Agency Information in case of loss.
- All Protected Information stored on portable devices shall be password protected at the document level or protected using the Agency's Information Protection Solution.
- Mobile laptop computers, tablets, cell phones, other devices, computer media and any other forms of removable storage must be handled in a prudent and responsible manner.

4.11 User Access Deactivations

In addition to accessing the IT Systems, Port Authority, through the appropriate Systems Administrator, may deactivate a User's IT privileges, whether or not the user is suspected of any violation of this Policy, when necessary to preserve the integrity of facilities, user services, or data.

⁴ Microsoft Azure Information Protection.

CHAPTER 5 – COMPLIANCE AND MONITORING

5.1 Purpose

The Information Security Subcommittee (ISSC), CISO, Audit and/or OIG may conduct random or scheduled reviews of information security practices under the Policy in order to assess compliance. The Policy's self-assessment and audit processes enable management to evaluate the Policy's uniformity throughout the Port Authority and of third parties' practices, in order to identify its strengths and potential exposures, and to help guide evolving policy objectives.

5.2 Audits and Investigations

The ISSC, CISO, Audit, and/or OIG may conduct information security assessments without prior notice and/or unannounced investigations coordinated through the Office of the General Counsel and the OIG, as it may deem necessary and appropriate. Where appropriate, the CISO should be advised of the existence of such an investigation and, if appropriate, its nature. The OIG may also conduct information security assessments, inspections and investigations without prior notice, as it may deem necessary and appropriate".

Audits conducted by the ISSC, CISO, Audit, and/or OIG may sometimes be scheduled in advance. The appropriate representatives of the organizations, departments, units, or third parties being assessed should receive prior notice of the date of the assessment and also be advised as to what the assessment will consist of. A copy of the current version of the Audit Procedures Guidelines, attached as Appendix "H", should be provided to the particular entity(ies) in order to allow adequate time to undertake appropriate pre-review and preparation action. The Guidelines should direct the ISSC, CISO, Audit and/or OIG through the assessment process. These Guidelines are not all-inclusive and may be amended, as necessary. Organizations, departments, units, or third parties, preparing for an ISSC, Audit and/or OIG visit are encouraged to contact the CISO prior to the scheduled visit date in order to inquire and obtain additional information about the process.

The assessment approach should consist of three phases (i) personnel interviews, (ii) site assistance visits, and (iii) corrective action follow-up.

(i) Personnel Interviews

The interview(s) should focus on the department, business unit, organization or third party's compliance with the Policy, how engaged the interviewee is with the Policy, and the level of education and awareness the interviewee has about the Policy. Employees, consultants, third-party contractors, and other individuals and/or entities should be included as potential interviewees. Personnel interviews should encompass a wide range of individuals who are regularly engaged with the Policy, as well as those having less involvement in it. This allows the evaluator to develop a balanced understanding regarding Policy compliance and effectiveness, as well as its impact on the entity and enable it both to identify concerns and issues regarding the Policy, and to solicit recommendations for possible improvements to the Policy.

(ii) Site Assistance Visits

The Site Assistance visit should consist of a hands-on review of the following processes and procedures: document safeguards, handling protocols, access

controls transmission practices, control number usage, document marking, receipt and copying practices, and disposal of Protected Information procedures. The visit should also include compliance reviews of the security access criteria, document accountability audits, conditions regarding information access, background check processes, Authorized Personnel Clearance Lists updates, Protected Information material sign out and sign in records, where appropriate, and the information security education awareness training program.

(iii) Follow-up

Policy compliance deficiencies noted during the assessments should be provided by the ISSC and/or Audit through the CISO to the department head, Chief, project manager, consultant, third-party contractor liaison/representative, other agency staff, and the respective DISO or SIM for corrective action. The ISSC, through the CISO, may also follow-up on investigation results to determine corrective actions taken and Policy compliance. The ISSC may also recommend the imposition of any penalties or disciplinary action that are described in Chapter 6.

At the conclusion of a review, a report will be issued summarizing the results of the audit. It will also include the recommendations to strengthen controls, ensure compliance or mitigate various risks disclosed during the review. An Action Plan or Closure Report for Audit Findings and Recommendations will also be issued which requires the auditee to advise as to the action taken or planned 30 days after the issuance of the report. The Port Authority (CISO?) may elect to perform a post-implementation review to verify and validate the action taken.

With the assistance of the respective DISO, Port Authority (CISO?) SIM or third-party SIM, a plan with milestones should be developed with the intention of correcting any identified deficiencies. A return site assistance visit may be scheduled in order to re-assess earlier identified deficiencies. The respective DISO or SIM should forward a periodic corrective action progress report to the CISO as part of the milestone monitoring.

5.3 Self-Assessment

Department heads, Chiefs, managers, supervisors, DISOs or SIMs should conduct an annual self-assessment of their unit's Policy compliance using the Audit Procedures Guidelines. The results will not be routinely forwarded to the CISO, Audit, OIG or ISSC, but should be used as a tool to gauge compliance before regular assessments are conducted. The results should be available for inspection and any serious findings should be forwarded to the CISO.

CHAPTER 6 – POLICY VIOLATIONS AND CONSEQUENCES

6.1 Responsibilities

Anyone having knowledge of any infraction, violation or breach of the Policy is required to report it to the CISO, OIG, DISO, SIM, or in external cases, to third party SIM, who shall in turn report the same to their supervisor/manager. The CISO shall have the final decision with respect to the violation determinations and/or the recommended course of action to be taken, consistent with Port Authority policy, practices and legal requirements referenced in this section.

All individuals who have been reported as having violated the Policy may be temporarily denied access to all forms of Protected Information and/or have their access suspended until an investigation is completed.

6.2 Violations, Infractions, or Breach of Information Security Protocols

Due to any number of unintended circumstances or, other conditions beyond the control of an individual, Protected Information could be subject to compromise or loss. For example, an individual may unintentionally discard Protected Information, mislabel Protected Information, send it through the internal mail routing system, or drop or inadvertently leave Protected Information in a public place. There may also be instances whose intentional disclosure of Protected Information to unauthorized individuals for personal gain occurs, or where action is taken otherwise making it available for unauthorized public release, may also occur. Such violations, infractions and breaches of the Policy will be reviewed on a case-by-case basis to determine the facts and circumstances surrounding each incident in order to evaluate its validity, severity and the appropriate corrective action.

6.3 Violation Reporting, Investigation and Fact Finding

Individuals must report alleged or suspected violations, infractions or breaches of the Policy to their SIM, DISO, CISO or the OIG. The appropriate party, in consultation with the CISO and OIG, will determine whether an investigation into the allegations or other appropriate action is warranted. The CISO will consult with the OIG on these matters and the OIG will determine whether to undertake its own separate investigation into the matter. Individuals and/or entities must cooperate with all authorized investigations of any act, omission or occurrence relating to Port Authority property, information, materials, and, in the case of Port Authority employees, and if applicable, must comply with the Agency General Rules and Regulations. (See “*General Rules and Regulations for all Port Authority Employees.*” The Port Authority of New York and New Jersey. April 1990.)

6.4 Disciplinary Action

The following is a list of Policy violations and the possible respective disciplinary actions that may be taken against any individual and/or entity, having authorized access to Protected Information, who violates their responsibilities in handling such information:

- (a) Non-deliberate violations involving negligence and/or carelessness, such as leaving Protected Information unattended.**

First Offense: Verbal reprimand and security briefing.

Second Offense: Written reprimand and/or a security briefing and possible suspension or termination of access privileges, depending on the circumstances.

Third Offense - Termination of access and possible imposition of civil penalties. Where the offense involves a Port Authority employee, disciplinary action may also be taken.

(b) Non-deliberate violation involving negligence and/or carelessness such as misplacing or losing a document.

First Offense - Written reprimand and/or a security briefing, and possible suspension or termination of access privileges, depending on the circumstances, and possible imposition of a civil penalty. Where the offense involves a Port Authority employee, disciplinary action may also be taken.

Second Offense - Dismissal or termination of access privileges, and, depending on the circumstances, the imposition of a civil penalty, and possible legal action against the violator. Where the offense involves a Port Authority employee, disciplinary action may also be taken including suspension with forfeiture of up to one year's personal and vacation time allocation.

(c) For cases of deliberate disregard of security procedures or gross negligence in handling Confidential Privileged and Confidential Information.

First Offense – Suspension or termination of access privileges, termination of an agreement or contract, written reprimand, imposition of a civil penalty depending on the circumstances, and possible legal civil and/or criminal action against the violator. Where the offense involves a Port Authority employee, disciplinary action may be taken up to and including termination of employment. Termination of access privileges will be for a period of one year at minimum and may be permanent, subject to review by the CISO.

The Port Authority may also impose investigation costs and/or a monitor to oversee future compliance with its security policies and practices at the violator's expense, when the violation is by a consultant, vendor contractor or other third party. Nothing herein is construed to limit the Port Authority's right to exercise other legal rights and remedies including terminating agreements with a third party violator and/or refusing to enter into future business relationships with the violator and/or seeking such legal action, as it may deem appropriate, including injunctive, civil actions for monetary damages and/or seeking criminal prosecution of the violator(s).

In addition, any violation relating to SSI or CII will be reported to the TSA, the OIG, and/or, if applicable, DOT, USCG or DHS. Penalties and other enforcement or corrective action may be taken as set forth in relevant statutes, rules and regulations, including, without limitation, the issuance of orders requiring retrieval of SSI and CII to remedy unauthorized disclosure and directions to cease future unauthorized disclosure. Applicable Federal Regulations, including, without limitation, 49 C.F.R. § 15.17 and 1520.17 and 6 CFR Part 29, provide that any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action being taken by the DOT, TSA and/or DHS.

CHAPTER 7 – INFORMATION SECURITY EDUCATION AND AWARENESS TRAINING

7.1 Purpose

Information Security Education and Awareness training ensures that all individuals requiring access to Protected Information, regardless of position or grade level, have an appropriate understanding of the need to adhere to security procedures in order to secure Protected Information. The goal of the training program is basically to provide that all such individuals, consultants, third-party contractors, other entities and/or, where appropriate, third parties develop essential security habits and practices thereby ensuring that all personnel accessing Protected Information understand and carry out the proper handling protocols for those materials.

7.2 Overview

The CISO is responsible for implementing the Information Security Education and Awareness Training Program (the “Training Program”). The Training Program, with assistance from the OIG, DISO and SIM, should be provided to all employees, consultants, third-party contractors, and other agency personnel requiring access to Protected Information. These individuals, regardless of rank or position in a particular organization, must complete initial indoctrination and refresher training. The CISO, with the concurrence of the Law Department, may waive this requirement for certain individuals. A current list containing the names of all persons who completed training will be developed and retained by the CISO. The CISO shall ensure that all employees have complied with the requisite Training Program.

7.3 Training Program Elements

The Training Program consists of three interconnected elements: (a) indoctrination training, (b) orientation training, and (c) refresher training, recommended every three years. Each element provides individuals, consultants, third-party contractors, and other Port Authority personnel with a baseline of knowledge, as well as periodic updates, about the current Policy. Each element of the Training Program contributes another level of information to the individual. At a minimum, all individuals must receive the indoctrination training, and the refresher training, if warranted.

(a) Indoctrination Training

Indoctrination Training provides personnel with the fundamentals of the Policy. It should be completed when beginning employment or assignment to a project for the Port Authority, but no later than sixty (60) days after initial hire, or after commencing work on a project. It may be combined with other types of new employee indoctrination programs. Individuals completing this level of training should understand the basic organization of the Policy, the Policy definitions, what materials are defined as Protected Information under the Policy, how to identify Protected Information (security category levels and markings), the general criteria and conditions required in order to be granted access to Protected Information, procedures for categorizing documents, the obligation to report suspected and alleged policy violations, and the penalties for non-compliance with the policy and for unauthorized disclosure of Protected Information.

(b) Orientation Training

Orientation Training focuses on the more specific protocols, practices and procedures for individuals whose roles and responsibilities involve creating, reading, using, safeguarding,

handling, and disposing of Protected Information. Individuals assigned such responsibilities should complete this level of training. Orientation training should be conducted prior to assignment to a department, project, task, or other special assignment, where the individual is expected to become involved with receiving and handling Protected Information. Individuals completing this level of training should be introduced to the DISO or SIM, understand the organizational elements of the Policy, know how to process Protected Information, know the different security categories under their control or within their assigned work environment, know how to identify proper safeguarding protocols, including hardware needs, and understand the differences between general access privileges and the need to know requirement for access to particular information. Individuals should also read and acknowledge their understanding of the requirements.

(c) Refresher Training

Within a three (3) year time period during the anniversary month of the individual's start date on a project, or initial access to Protected Information, all individuals, consultants, third-party contractors, and entities, who continue to have access to Protected Information, should receive an information security education and awareness training refresher briefing to enhance their information security awareness. At a minimum, the refresher training should include indoctrination and orientation topic training, as well as key training on recent Policy changes or other appropriate information. Also, this milestone may be used to reaffirm the individual's need for access to Protected Information or to determine whether the individual requires a periodic update of their background check.

(d) Other Circumstances and Special Briefings

If a Port Authority employee, consultant, third-party contractor, or other individual and/or entity transfers to another department, is promoted within his or her department, or changes employers on the same project without a break in service, and can provide a record of completion of indoctrination training within the previous twelve months, only periodic refresher training may be required. All other situations demand that an individual requiring access to Protected Information fulfill the conditions for information security training under this Policy.

In addition to reading and signing a NDA or an Acknowledgment of an existing NDA, or, alternatively, being subject to a NDI, temporary or one-time access individuals should be fully briefed on the limitations on access to Protected Information and the penalties associated with the unauthorized disclosure, before being granted access to such information.

Special briefings may be provided on a case-by-case basis, as circumstances may require.

APPENDIX A

PROTECTED INFORMATION

Some representative examples of Protected Information include:

Confidential Privileged Information

- Information that reveals security risks, threats, vulnerabilities, built –in or potential to Port Authority facilities and/or assets
- Documentation that identifies specific physical or system security vulnerabilities, when referring to specific security or terrorist threats and/or the specific capabilities in-place to counter a threat
- Documentation revealing specific security vulnerabilities at a new or existing Port Authority facility, if specific weaknesses are reflected or maximum tolerances are provided
- Information revealing details of defeating a security system(s) or revealing the system in its entirety
- Drawings or documents that reveal specific security design criteria or ratings with regard to security performance
- Information identifying the basis for implementing an operational or technical security solution
- Details related to emergency response protocols, egress plans, flow paths, egress capacities, security systems, etc., not publicly available (diagrams, codes, standards)

Examples of Confidential Privileged Information includes, but are not limited to:

1. Security Risk and Threat Assessments (SRA);
2. Design Basis Threat Analysis (DBT);
3. Facility Security Programs/Plans (to the extent such Programs/Plans are not designated as SSI or CII);
4. Continuity of Operations Plans;
5. Security White Papers;
6. Blast Protection Design Requirements; Blast Analysis; Vector Analysis (Security Barriers, Bollards, etc.);
7. Structural plans, details and specifications if site specific information involves details regarding the capability or vulnerability of security system(s) or additional protection to a critical structure(s);
8. Drawings and/or documents with specific forced entry ratings;
9. Security System(s) designs when high technology data, which was developed by or for the Port Authority, is site specific or concerns core area system;
10. Critical element of security or life safety system; such as master controls, overrides, backup power sources when such elements would not be readily observable by the public;
11. Security system(s) command and control operating instructions and supporting countermeasures when referring to a specific site or project location;
12. Design data revealing engineering, construction of a Communication or Data Center electrical system, network connections, or facility support system with signal cable (e.g., intercom, telephone);

Confidential Information

- Specific security system/hardware model number installed at specific locations
- Details concerning overall security system(s) or individual sub systems(s), including design engineering, construction, fabrication and rollout schedule when data is site specific or concerns core area systems
- Structural plans and details if site-specific information involves details of security system(s) of protection
- Design data revealing engineering, construction, or fabrication details of primary and emergency electrical power systems supporting security, communications or life safety systems
- Documents identifying protective measures around Operations & Control Centers
- Documents identifying the location of Police and Emergency Communication Lines

Information includes, but is not limited to:

1. Methods utilized to mitigate vulnerabilities and threats, such as identity, location, design, construction, schedule, and fabrication of security systems;
2. Details concerning overall security system(s) or individual subsystem(s), including design, engineering, construction, fabrication and rollout schedule when data is site specific or concerns core area systems;
3. Concept of Operations (CONOPS) documents;
4. Structural plans and details if site-specific information involves details of security system(s) or protection;
5. Documents identifying protective measures around Operation Control and Data Centers;
6. Documents identifying the location of Police, Emergency Communication and Network Lines;
7. Security White Papers
8. Secure Identification Display Area (SIDA) Badge Application (Aviation)
9. Selected Environmental Documents – Condition Surveys containing information on contaminated sites;
10. Emergency Operations Plan (to be shared with other Agencies);
11. Guidance for Managing Multi-Agency Response to WMD/CBREN Incidents;
12. Security system logs and reports, system operators and users including all related personal and company data;
13. System information used to construct and protect security systems;
14. Information/documents compiled for law enforcement or official investigatory purposes;
15. Sensitive financial, commercial and other business information received from third parties under Non-Disclosure and Confidentiality Agreements;
16. Property Lease Agreements (Negotiations);
17. Financial Analysis relating to ongoing litigation;
18. Law Enforcement investigatory material based upon the sensitive or confidential nature of the information

Health Insurance Portability and Accountability Act (HIPAA)

Employees, associates or other contract personnel who have access to Protected Health Information (PHI) must also refer to, and comply with, the Privacy Policies and Procedures to Protect Personal Health Information. Privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA” or “Privacy Laws”) place restrictions on the Group Health Plans of the Port Authority and PATH (the “Plans”) ability to use and disclose Protected Health Information (“PHI”).

To protect the privacy and confidentiality of PHI and to comply with HIPAA, all members of Employee Benefits, including the Customer Service Representatives, and any others who have access to PHI, must comply with the policies and procedures set forth in this manual (the "Policies and Procedures"). The purpose of this manual is to establish how the Privacy Laws are to be implemented by the Plans and Employee Benefits in particular. This document maintained by the Employee Benefits Division of HRD, addresses Privacy Law Concerns related to the Health Insurance Portability and Accountability Act (HIPAA).

HIPAA defines **Protected Health Information (PHI)** as all individually identifiable health information that is transmitted or maintained by the benefit plans in any medium – electronic, oral or written. The Port Authority receives this information in its employer capacity and, therefore, it is not considered to be PHI:

- An individual's name, address, birth date, marital status, dependent information and Social Security number;
- An individual's choice of health plan;

Attorney Work Product

Attorney work product and other privileged information should be protected and treated in accordance with the established rules of the profession and may carry the marking "Privileged & Confidential" or Attorney. Certain work product information may also fall within the definitions of Confidential Privileged and/or Confidential Information as established by the Handbook, and as such, should be marked and treated in accordance with the Handbook and the Law Department PIPP.

Federal Designations:

Security Sensitive Information (SSI): has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119) and any amendments thereto.

1. Facility Security Programs/Plans (Aviation and Port Facilities fall under SSI);
2. Exclusive Area Agreements (Aviation and Ports – An agreement between PA and tenant that has a security program, which permits the tenant to assume responsibility for security within the affected area(s). SSI);
3. TAS Security Directives (SSI);
4. SEA LINK Database and corresponding applications (Ports - SSI/Privacy Act Information).
5. Security Directives issued by the TSA

Critical Infrastructure Information (CII): has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII," as provided for in the referenced rules and regulations and any amendments thereto.

**PROTECTED INFORMATION
(CONFIDENTIAL INFORMATION)**

Handbook Marking

- Confidential Privileged
- Confidential
- CII & SSI

Outside Handbook Protocols

- HIPAA
- Litigation/Law
- Law Enforcement Sensitive
- Active Negotiations
- RFP Proposals under evaluation
- Personal Identifying Information (PII)

APPENDIX B

Non-Disclosure and Confidentiality Agreements

APPENDIX B-1

Non-Disclosure and Confidentiality Agreement with reference to Handbook, Instructions and Example

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

[1]

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this [2] day of [3], [4], by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 4 World Trade Center, 150 Greenwich Street, New York, New York, 10007, and [5] having an office and place of business at [6] (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Protected Information (as defined below) in connection with [7] (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the “**Parties**”) acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include protected, confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such protected, confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **“Authorized Disclosure”** means the disclosure of Protected Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Protected Information, only to a Related Party that has a need to know such Protected Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **“Information”** means, collectively, all documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(c) **“Protected Information”** means and includes collectively, Confidential Information, Confidential Privileged Information, Sensitive Security Information (SSI), (Protected) Critical Infrastructure Information (PCII/CII) or Health Insurance Portability and Accountability Act (HIPAA), Personal Identifiable (Identifying) Information (PII) and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or

proprietary in nature. The term Protected 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 Port Authority or a third-party, or when the Port Authority receives such information from others and agrees to treat such information as Protected. The following Information shall not constitute Protected Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Protected Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.
- (iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(d) **“Confidential Information”** means and includes collectively, any and all Information, including Law Enforcement Confidential Information, documents and materials that are considered sensitive and restrictive access in nature so as to not be revealed to or shared with the public or published in the public domain nor revealed to or shared with third party individuals or entities who do not have a need to know. It also includes information that HIPAA or PII or which contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Records Policy. It also includes sensitive financial, commercial and other business information received from third parties under Memorandum of Understanding/Agreement (MOU/MOA) or Non-Disclosure and Confidential Agreements.

(e) **“Confidential Privileged Information”** means and includes collectively Information that sets forth security initiatives, to include those related to the implementation of physical, staffing, information and cyber protocols or that reveal security risks, threats, vulnerabilities, Law Enforcement Privileged Information documentation that identifies specific physical security vulnerabilities or revealing specific security vulnerabilities details related to emergency response protocols, egress plans, flow paths, egress capacities, (diagrams, codes, standards) etc., which is not publicly available and any and all Information, documents and materials, entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws.

(f) **“Confidentiality Control Procedures”** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Protected Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(g) **"Critical Infrastructure Information"** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(h) **"Sensitive Security Information"** (SSI) has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

(i) **"Health Insurance Portability and Accountability Act"** Employees, associates or other contract personnel who have access to Protected Health Information (PHI) must refer to, and comply with, the Privacy Policies and Procedures to Protect Personal Health Information. Privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "Privacy Laws") place restrictions on the Group Health Plans of the Port Authority and PATH (the "Plans") ability to use and disclose Protected Health Information ("PHI").

(j) **"Personal Identifying (Identifiable) Information" (PII)** is information which may be used to distinguish or trace an individual's identity, such as their name, social security number, driver's license, fingerprints, biometric records, etc. which alone, or when combined with other personal or identifying information may be used to link or is linkable to a specific individual (such as date and place of birth, mother's maiden name, etc.).

(k) **"Port Authority Handbook"** means The Port Authority of New York and New Jersey. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(l) **"Project Purposes"** means the use of Protected Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(m) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or sub-consultants (and their respective directors, employees, officers, partners or members) to whom any Protected Information is disclosed or made available.

2. **Use of Protected Information.** All Protected Information shall be used by the Recipient in accordance with the following requirements:

(a) All Protected Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is

acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Protected Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Protected Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Protected Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Protected Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Protected Information is compartmentalized, such that all Protected Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Protected Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Protected Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Protected Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Protected Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Protected Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Protected Information has been made available to the Recipient or such Related Parties, or the content or import of such Protected Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Protected Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. Disclosures and Discovery Requests. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Protected Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Protected Information as is legally required to be disclosed. If at any time Protected Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. Retention Limitations; Return of Protected Information. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Protected Information, such Protected Information, all writings and material describing, analyzing or containing any part of such Protected Information, including any and all portions of Protected Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Protected Information that may be stored in electronic or similar form, such Protected Information shall be deleted and completely removed so that such Protected Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Protected Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Protected Information, writings and materials have been so destroyed within such period as may be imposed

by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Protected Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Protected Information.

5. Duration and Survival of Confidentiality Obligations. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Protected Information is no longer considered protected, confidential and/or privileged by the Port Authority.

6. Severability. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. Injunctive and Other Relief. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Protected Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. **“Port Authority Legislation”** shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. Notices. Any notice, demand or other communication (each, a “**notice**”) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the

other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port
Authority:

[8a]

The Port Authority of New York and New Jersey

[8b]

[8c]

with a copy to:

The Port Authority of New York and New Jersey

4 World Trade Center

150 Greenwich Street, 24th Floor

New York, NY 10007

Attn: General Counsel's Office c/o Caroline Ioannou, Law
DISO

If to the Recipient:

with a copy to:

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No 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 Recipient with any liability, or held liable to the Recipient 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.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

This Agreement may be transmitted to the Port Authority by e-mail or other electronic transmission, which will be deemed an original. Electronic signatures shall have the same legal force and effect as original signatures.

RECIPIENT:

Signature: _____

Print Name: [9]

Title: [10]

Date: [11]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] (“**Related Party**”), am employed as a(n) [2] by [3]. I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between [4] (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated [5a] [5b], [5c] (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with [6], both my employer and I may be provided with access to, and/or copies of, sensitive security materials, protected or confidential information. If it is required for me to review or receive Protected Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Protected Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signature: _____

Print Name: [7]

Date: [8]

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [1], is the [2] of [3], a [4] (“**Related Party**”), located at [5], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [6] in connection with [7] for The Port Authority of New York and New Jersey (the “**Port Authority**”). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non-Disclosure and Confidentiality Agreement dated [8a] [8b], [8c], between [9] (the “**Recipient**”) and the Port Authority (hereinafter the “**Agreement**”), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signature: _____

Print Name: [10]

Date: [11]

EXHIBIT A - SUB
ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] (“**Related Party**”), am employed as a(n) [2] by [3]. I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between [4] (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated [5a] [5b], [5c] (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with [6], both my employer and I may be provided with access to, and/or copies of, sensitive security materials, protected or confidential information. If it is required for me to review or receive Protected Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Protected Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signature: _____

Print Name: [7]

Date: [8]

INSTRUCTIONS

Port Authority Non-Disclosure and Confidentiality Agreement (NDA)
Instructions – Prime Company:

Please fill in the NDA as described below. All original NDA's and Exhibit A's must be forwarded to the Port Authority contact with a copy to the Port Authority Law Department (as described on Page 8 of the NDA).

Field Form Number	Description of Data to be Entered
[1]	Insert Name of Your Company (All caps)
[2]	Insert Calendar Date
[3]	Insert Month
[4]	Insert Year
[5]	Insert Name of Your Company
[6]	Insert Company's full street address (no P.O. boxes) – city, state, and zip code
[7]	Insert title of Agreement or Project and Agreement Number
[8a], [8b] & [8c]	Insert Name and address of Port Authority contact
[9]	Print Your Name (Signatory must be a Principal of the Company)
[10]	Print Your Title – (Signatory must be a Principal of the Company)
[11]	Insert Date Signed (Must match date on Page 1)

The NDA signor must be an authorized signatory of the Company. If the NDA signor will have access to Protected Information, this individual must also execute an Exhibit A Related Party Individual Acknowledgment.

EXHIBIT A
Port Authority Acknowledgment by Related Party Individual Instructions:

Please fill in the Exhibit A Related Party Individual Acknowledgment as described below. Any Prime employees who will have access to Protected Information must execute an Exhibit A Related Party Individual Acknowledgement.

Field Form Number	Description of Data to be Entered
[1]	Insert Your Name
[2]	Insert Your Working Title (i.e. Project Manager, Field Inspector, Civil Engineer, etc.)
[3]	Insert Name of Your Company
[4]	Insert Name of Your Company
[5a], [5b] & [5c]	Date of Your Company NDA
[6]	Insert "the Port Authority"
[7]	Print Your Name
[8]	Insert Date Signed

EXHIBIT B
Port Authority Acknowledgment by Related Party Entity Instructions
(For use by Sub-Consultants or Sub-Contractors ONLY)

Please fill in the Exhibit B Related Party Entity Acknowledgment as described below. All original Exhibit B and Exhibit A-SUB Acknowledgments must be forwarded to the Port Authority contact with a copy to the Port Authority Law Department.

Field Form Number	Description of Data to be Entered
[1]	Insert Your Name – (Signatory must be a Principal of the Company)
[2]	Insert Your Title
[3]	Insert Name of Entity (Company Name)
[4]	Insert Type of Entity (Corp., LLC, Inc., etc.) and Jurisdiction of Formation (State)
[5]	Insert Full Address of Entity (Company Address)
[6]	Insert function or task (Work performing for Prime)
[7]	Insert title of Prime's Agreement or Project and Agreement Number
[8a], [8b] & [8c]	Enter Month, Date and Year of the <u>Prime Company's NDA</u> (page 1).
[9]	Insert Name of <u>Prime Company's Name</u>
[10]	Print Your Name – (Signatory must be a Principal of the Company)
[11]	Insert Date Signed

The signor of the Exhibit B must be an authorized signatory. If the authorized signatory will have access to Protected Information, this individual must also execute an Exhibit A-SUB Related Party Individual Acknowledgment.

EXHIBIT A - SUB
Port Authority Acknowledgment by Related Party Sub Individual Instructions:

Please fill in the Exhibit A-SUB Related Party Sub Individual Acknowledgment as described below. Any Sub-Consultant or Sub-Contractor employees who will have access to Protected Information must execute an Exhibit A-SUB Related Party Individual Acknowledgement.

Field Form Number	Description of Data to be Entered
[1]	Insert Your Name
[2]	Insert Your Working Title (i.e. Project Manager, Field Inspector, Civil)
[3]	Insert Name of Your Company
[4]	<u>Prime Company's Name.</u>
[5a], [5b] & [5c]	Insert Month, Date, and Year of the <u>Prime Company's NDA (page1)</u> ,
[6]	<u>Prime Company's Name.</u>
[7]	Print Your Name
[8]	Insert Date Signed

EXAMPLE

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

[1] [1] Title in Caps

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

[2] day [3] month [4] year

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this [2] day of [3], [4], by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 4 World Trade Center, 150 Greenwich Street, New York, New York, 10007, and [5] having an office and place of business at [6] (“**Recipient**”). **[6] Full street address, city, state, and zip code** **[5] Prime company name**

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Protected Information (as defined below) in connection with [7] (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and **[7] Title of agreement/project and number if applicable**

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the “**Parties**”) acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include protected, confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and

prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such protected, confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **“Authorized Disclosure”** means the disclosure of Protected Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Protected Information, only to a Related Party that has a need to know such Protected Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **“Information”** means, collectively, all documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(c) **“Protected Information”** means and includes collectively, Confidential Information, Confidential Privileged Information, Sensitive Security Information (SSI), (Protected) Critical Infrastructure Information (PCII/CII) or Health Insurance Portability and Accountability Act (HIPAA), Personal Identifiable (Identifying) Information (PII) and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. The term Protected 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 Port Authority or a third-party, or when the Port Authority receives such information from others and agrees to treat such information as Protected. The following Information shall not constitute Protected Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Protected Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.
- (iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(d) **“Confidential Information”** means and includes collectively, any and all Information, including Law Enforcement Confidential Information, documents and materials that are considered sensitive and restrictive access in nature so as to not be revealed to or shared with the public or published in the public domain nor revealed to or shared with third party individuals or entities who do not have a need to know. It also includes information that HIPAA or PII or which contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Records Policy. It also includes sensitive financial, commercial and other business information received from third parties under Memorandum of Understanding/Agreement (MOU/MOA) or Non-Disclosure and Confidential Agreements.

(e) **“Confidential Privileged Information”** means and includes collectively Information that sets forth security initiatives, to include those related to the implementation of physical, staffing, information and cyber protocols or that reveal security risks, threats, vulnerabilities, Law Enforcement Privileged Information documentation that identifies specific physical security vulnerabilities or revealing specific security vulnerabilities details related to emergency response protocols, egress plans, flow paths, egress capacities, (diagrams, codes, standards) etc., which is not publicly available and any and all Information, documents and materials, entitled to protection as a public interest privilege under New York State law and as

may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws.

(f) **“Confidentiality Control Procedures”** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Protected Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(g) **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII”, as provided for in the referenced rules and regulations and any amendments thereto.

(h) **“Sensitive Security Information”** (SSI) has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

(i) **“Health Insurance Portability and Accountability Act”** Employees, associates or other contract personnel who have access to Protected Health Information (PHI) must refer to, and comply with, the Privacy Policies and Procedures to Protect Personal Health Information. Privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA” or “Privacy Laws”) place restrictions on the Group Health Plans of the Port Authority and PATH (the “Plans”) ability to use and disclose Protected Health Information (“PHI”).

(j) **“Personal Identifying (Identifiable) Information” (PII)** is information which may be used to distinguish or trace an individual’s identity, such as their name, social security number, driver’s license, fingerprints, biometric records, etc. which alone, or when combined with other personal or identifying information may be used to link or is linkable to a specific individual (such as date and place of birth, mother’s maiden name, etc.).

(k) **“Port Authority Handbook”** means The Port Authority of New York and New Jersey. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(l) **“Project Purposes”** means the use of Protected Information strictly and only for purposes related to Recipient’s and its Related Parties’ participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(m) **“Related Party”** and **“Related Parties”** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient’s outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or sub-consultants (and their respective directors, employees, officers, partners or members) to whom any Protected Information is disclosed or made available.

2. **Use of Protected Information.** All Protected Information shall be used by the Recipient in accordance with the following requirements:

(a) All Protected Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Protected Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Protected Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Protected Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Protected Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Protected Information is compartmentalized, such that all Protected Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Protected Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Protected Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Protected Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Protected Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Protected Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Protected Information has been made available to the Recipient or such Related Parties, or the content or import of such Protected Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Protected Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. Disclosures and Discovery Requests. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Protected Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Protected Information as is legally required to be disclosed. If at any time Protected Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. Retention Limitations; Return of Protected Information. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Protected Information, such Protected Information, all writings and material describing, analyzing or containing any part of such Protected Information, including any and all portions of Protected Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Protected Information that may be stored in electronic or similar form, such Protected Information shall be deleted and completely removed so that such Protected Information is incapable of being recovered from all computer databases of the Recipient and all

Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Protected Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Protected Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Protected Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Protected Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Protected Information is no longer considered protected, confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Protected Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. “**Port Authority Legislation**” shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a “**notice**”) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

[8a] Port Authority contact name Original to the Port Authority: **[8a]**
The Port Authority of New York and New Jersey
[8b] [8c] Port Authority contact's mailing address **[8b]**
[8c]
with a copy to: The Port Authority of New York and New Jersey
4 World Trade Center
150 Greenwich Street, 24th Floor
New York, NY 10007
Attn: General Counsel's Office c/o Caroline Ioannou, Law
DISO

If to the Recipient: _____

with a copy to: _____

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No 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 Recipient with any liability, or held liable to the Recipient 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.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: _____

Print Name: [9] **[9] Print Name:** The individual who executes the NDA **must** be an authorized signatory. If the authorized signatory will have access to Protected Information, this individual must also execute an **Exhibit A**.

Title: [10] **[10] Print Title**

Date: [11] **[11] Date:** The NDA signature date **must** be identical to the date the NDA was signed on the first page

Exhibit A: Any employee who will have access to Protected Information must execute an **Exhibit A**.

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

[1] Name

[2] Title [3] Company [4] Company

I, [1] ("Related Party"), am employed as a(n) [2] by [3]. I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between [4] (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated [5a] [5b], [5c] (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [6], both my employer and I may be provided with access to, and/or copies of, sensitive security materials, protected or confidential information. If it is required for me to review or receive Protected Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

[5a] [5b] [5c]
Must match
NDA Date

[6] "Port
Authority"

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Protected Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signature: _____

Print Name: [7] [7] Print Name: Any employee who will have access to Protected Information must execute an **Exhibit A**.

Date: [8] [8] Date: This is the date that the Exhibit A is signed. It is not required to be identical to the date the NDA was signed

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

[1] Name [2] Title [3] Company

[4] Indicate whether entity is LLC,
Corp., Inc. etc. and jurisdiction of
formation (state)

[5] Full street address, city, state,
and zip code

The undersigned, [1], is the [2] of [3], a [4] ("Related Party"), located at [5], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [6] in connection with [7] for The Port Authority of New York and New Jersey (the "Port Authority"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non-Disclosure and Confidentiality Agreement dated [8a] [8b], [8c], between [9] (the "Recipient") and the Port Authority (hereinafter the "Agreement"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

[6] function(s)

[8a] [8b] [8c]
Must match
the NDA date
executed by
Prime

[7] Title of
agreement/
project and
number if
applicable

[9] Prime
company
name

Signature: _____

Print Name: [10] [10] Print Name: The individual who executes the Exhibit B must be an authorized signatory. If the authorized signatory will have access to Protected Information, this individual must also execute an Exhibit A-SUB.

Date: [11] [11] Date: This is the date the Exhibit B is signed. It is not required to be identical to the date the NDA was signed

Exhibit A-SUB: Any sub-employee who will have access to Protected Information must execute an Exhibit A-SUB.

EXHIBIT A - SUB

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

[1] Name

[2] Title [3] Company [4] Prime company name

I, [1] ("Related Party"), am employed as a(n) [2] by [3]. I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between [4] (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated [5a] [5b], [5c] (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [6], both my employer and I may be provided with access to, and/or copies of, sensitive security materials, protected or confidential information. If it is required for me to review or receive Protected Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

[5a] [5b] [5c]
Must match
the NDA date
executed by
Prime

[6] Prime
company
name

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Protected Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signature: _____

Print Name: [7] [7] Print Name: Any sub-employee who will have access to Protected Information must execute an Exhibit A-SUB.

Date: [8] [8] Date: This is the date that the Exhibit A-SUB is signed. It is not required to be identical to the date the NDA was signed

APPENDIX B-2

PA/PATH Non-Disclosure and Confidentiality Agreement

**PA EMPLOYEE NON-DISCLOSURE
AND CONFIDENTIALITY AGREEMENT**

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “Agreement”) is made as of this _____ day of _____, _____, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and its related entities, including, but not limited to, Port Authority Trans-Hudson Corporation (collectively referred to as the “**Port Authority**”) and having an office and place of business at 4 World Trade Center, 150 Greenwich Street, New York, New York, 10007, and _____, of _____ Department, an employee of the Port Authority (“**Employee**”), having the Port Authority Employee Number: _____.

WHEREAS, security is of critical importance to the Port Authority in carrying out its mission and in providing a safe and secure environment for its patrons and employees, as well as properly protecting its properties, facilities and operations; and

WHEREAS, the safeguarding of protected, confidential and sensitive information is an essential factor in the Port Authority’s ability to carry out its responsibilities; and

WHEREAS, the Port Authority recognizes the need for providing its employees with access to certain information which may contain or include protected, confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, on a need to know and/or an as-needed basis; and

WHEREAS, every employee having access to Protected Information (as hereinafter defined) has the obligation and the responsibility to properly safeguard such information and prevent its unauthorized disclosure or release.

NOW THEREFORE, Employee hereby agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

- a. “**Protected Information**” means and includes collectively, Confidential Information, Confidential Privileged Information, Sensitive Security Information (SSI), (Protected) Critical Infrastructure Information (PCII/CII) or Health Insurance Portability and Accountability Act (HIPAA), Personal Identifiable (Identifying) Information (PII) and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. The term Protected 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 Port Authority or a third-party, or when the Port Authority receives such information from others and agrees to treat such information as Protected.

- b. **“Confidential Information”** means and includes collectively, any and all Information, including Law Enforcement Confidential Information, documents and materials that are considered sensitive and restrictive access in nature so as to not be revealed to or shared with the public or published in the public domain nor revealed to or shared with third party individuals or entities who do not have a need to know. It also includes information that HIPAA or PII or which contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Records Policy. It also includes sensitive financial, commercial and other business information received from third parties under Memorandum of Understanding/Agreement (MOU/MOA) or Non-Disclosure and Confidential Agreements.
- c. **“Confidential Privileged Information”** means and includes collectively Information that sets forth security initiatives, to include those related to the implementation of physical, staffing, information and cyber protocols or that reveal security risks, threats, vulnerabilities, Law Enforcement Privileged Information documentation that identifies specific physical security vulnerabilities or revealing specific security vulnerabilities details related to emergency response protocols, egress plans, flow paths, egress capacities, (diagrams, codes, standards) etc., which is not publicly available and any and all Information, documents and materials, entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws.
- d. **“Information”** means, collectively, all documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.
- e. **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII”, as provided for in the referenced rules and regulations.
- f. **“Sensitive Security Information”** (SSI) has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

- g. **“Health Insurance Portability and Accountability Act”** Employees, associates or other contract personnel who have access to Protected Health Information (PHI) must refer to, and comply with, the Privacy Policies and Procedures to Protect Personal Health Information. Privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA” or “Privacy Laws”) place restrictions on the Group Health Plans of the Port Authority and PATH (the “Plans”) ability to use and disclose Protected Health Information (“PHI”).
 - h. **“Personal Identifying (Identifiable) Information” (PII)** is information which may be used to distinguish or trace an individual’s identity, such as their name, social security number, driver’s license, fingerprints, biometric records, etc. which alone, or when combined with other personal or identifying information may be used to link or is linkable to a specific individual (such as date and place of birth, mother’s maiden name, etc.).
 - i. **“Port Authority Handbook”** means The Port Authority of New York and New Jersey Information Security Handbook, as may be amended by the Port Authority, from time to time.
- 2. **Compliance with the Port Authority Handbook.** All Protected Information is to be handled by the Employee with the utmost care and in a manner designed to prevent its disclosure to unauthorized third parties consistent with Port Authority security policy, practices and procedures, as set forth in the Port Authority Handbook. Employee must maintain and dispose of Protected Information in a manner consistent with this Agreement and in conformity with the Port Authority Handbook.
- 3. **Use of Protected Information.** Protected Information provided to or obtained by Employee may only be used in the performance of duly authorized activities relating to the Employee’s job duties, and may not be used for any other purpose, unless expressly authorized by this Agreement, or as expressly directed in writing by the Port Authority.
- 4. **Disclosure of Information.** Until such time as the Information is no longer considered Protected by the Port Authority, and that fact is communicated to the Employee in writing, the Information must be held and treated in the strictest confidence and may not, except in accordance with Paragraph 5, below, be disclosed to any person who has not agreed to be bound by a Non-Disclosure and Confidentiality Agreement. When disclosure of such Information is permitted under these circumstances, it will only be provided to such individuals to the extent that it is necessary for that person to perform his/her duly authorized activities at or in connection with their job responsibilities and may only be provided on a need-to-know-basis. Copies of documents or materials in any form, format or medium, which contain disclosures of such Information, may only be made pursuant to the procedures established in the Port Authority Handbook.
- 5. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law is received by the Employee seeking disclosure of Protected Information, the Employee must

immediately notify his/her Supervisor and Departmental Information Security Officer in order to permit the Port Authority to seek to quash the subpoena, seek a protective order, or take such other action regarding the request as it deems appropriate, and the Employee will fully cooperate in the Port Authority's efforts in this regard. If at any time Protected Information is disclosed in violation of this Agreement, the employee will immediately report that fact and the circumstances regarding such disclosure to his/her Supervisor and Departmental Information Security Officer.

6. **Unauthorized Disclosure and Disciplinary Actions.** The unauthorized disclosure or improper handling of Protected Information could have an adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its operations, its facilities, its patrons and the general public. Because of this, the obligations of confidence required hereunder are extraordinary and unique, and are vital to the security and well being of the Port Authority. Any failure to comply with, or any violation of, this Agreement, may result in legal action and/or disciplinary action against Employee.
7. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual, or until such time as the Protected Information is no longer considered protected, confidential and/or privileged by the Port Authority, and that fact is communicated in writing to Employee.

EMPLOYEE:

Signature: _____

Print Name: _____

Date: _____

APPENDIX B-3

Instructions on Non-Disclosure and Maintenance of Confidentiality of Designated Port Authority Information

**INSTRUCTIONS ON NON-DISCLOSURE
AND MAINTENANCE OF CONFIDENTIALITY
OF PORT AUTHORITY PROTECTED
INFORMATION**

WHEREAS, security is of critical importance to the Port Authority of New York and New Jersey (the "Port Authority") in carrying out its mission and in providing a safe and secure environment for its patrons and employees, as well as properly protecting its properties, facilities and operations; and

WHEREAS, the safeguarding of certain protected information is an essential factor in the Port Authority's ability to carry out its responsibilities; and

WHEREAS, the Port Authority recognizes the need for providing its employees with access to certain information which may contain or include protected, confidential, privileged, commercial, proprietary or sensitive information, documents and plans, on a need to know and/or an as-needed basis; and

WHEREAS, every employee having access to Protected Information (as hereinafter defined) has the obligation and the responsibility to properly safeguard such information and prevent its unauthorized disclosure or release; and

WHEREAS, these instructions on non-disclosure of confidential information ("Non-Disclosure Instructions" or "NDI") are intended to facilitate an employee's ability to perform his or her job, while at the same time ensuring the security of such Protected Information.

ACCORDINGLY, You, as the employee-recipient of these Instructions ("Employee"), are hereby informed that:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:
 - a. **"Protected Information"** means and includes collectively, Confidential Information, Confidential Privileged Information, Sensitive Security Information (SSI), (Protected) Critical Infrastructure Information (PCII/CII) or Health Insurance Portability and Accountability Act (HIPAA), Personal Identifiable (Identifying) Information (PII) and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. The term Protected 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 Port Authority or a third-party, or when the Port Authority receives such information from others and agrees to treat such information as Protected.

- b. "**Confidential Information**" means and includes collectively, any and all Information, including Law Enforcement Confidential Information, documents and materials that are considered sensitive and restrictive access in nature so as to not be revealed to or shared with the public or published in the public domain nor revealed to or shared with third party individuals or entities who do not have a need to know. It also includes Information that HIPAA or PII or which contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Records Policy. It also includes sensitive financial, commercial and other business information received from third parties under Memorandum of Understanding/Agreement (MOU/MOA) or Non-Disclosure and Confidential Agreements.
- c. "**Confidential Privileged Information**" means and includes collectively Information that sets forth security initiatives, to include those related to the implementation of physical, staffing, information and cyber protocols or that reveal security risks, threats, vulnerabilities, Law Enforcement Privileged Information documentation that identifies specific physical security vulnerabilities or revealing specific security vulnerabilities details related to emergency response protocols, egress plans, flow paths, egress capacities, (diagrams, codes, standards) etc., which is not publicly available and any and all Information, documents and materials, entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws.
- d. "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII," as provided for in the referenced rules and regulations and any amendments thereto.
- e. "**Information**" means, collectively, all documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.
- f. "**Personal Identifying (Identifiable) Information**" (PII) is information which may be used to distinguish or trace an individual's identity, such as their name, social security number, driver's license, fingerprints, biometric records, etc. which alone, or when combined with other personal or identifying information may be used to link or is linkable to a specific individual (such as date and place of birth, mother's maiden name, etc.).

- g. **"Port Authority Handbook"** means The Port Authority of N.Y. & N.J. Information Security Handbook.
- h. **"Sensitive Security Information"** has the meaning set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Compliance with the Port Authority Handbook.** All Protected Information is to be handled by the Employee with the utmost care and in a manner designed to prevent its disclosure to unauthorized third parties consistent with Port Authority security policy, practices and procedures, as set forth in the Port Authority Handbook. Employee must maintain and dispose of Protected Information in a manner consistent with this Agreement and in conformity with the Port Authority Handbook.
3. **Use of Protected Information.** Protected Information provided to or obtained by Employee may only be used in the performance of duly authorized activities relating to the Employee's job duties, and may not be used for any other purpose, unless expressly authorized by this Agreement, or as expressly directed in writing by the Port Authority.
4. **Disclosure of Protected Information.** Until such time as the Protected Information is no longer considered protected by the Port Authority, and that fact is communicated to the Employee in writing, the Protected Information must be held and treated in the strictest confidence and may not, except in accordance with Paragraph 5, below, be disclosed to any person who has not agreed to be bound by a Non-Disclosure and Confidentiality Agreement, or who has not been given these Non-Disclosure Instructions. When disclosure of such Protected Information is permitted under these circumstances, it will only be provided to such individuals to the extent that it is necessary for that person to perform his/her duly authorized activities at or in connection with their job responsibilities and may only be provided on a need-to-know basis. Copies of documents or materials in any form, format or medium, which contain disclosures of such Protected Information, may only be made pursuant to the procedures established in the Port Authority Handbook.
5. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law is received by the Employee seeking disclosure of Protected Information, the Employee must immediately notify his/her Supervisor and Departmental Information Security Officer in order to permit the Port Authority to seek to quash the subpoena, seek a protective order, or take such other action regarding the request as it deems appropriate, and the Employee will fully cooperate in the Port Authority's efforts in this regard. If at any time Protected Information is disclosed in violation of this Agreement, the employee will immediately report that fact and the circumstances regarding such disclosure to his/her Supervisor and Departmental Information Security Officer.

6. **Unauthorized Disclosure and Disciplinary Actions.** The unauthorized disclosure or improper handling of Protected Information could have an adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its operations, its facilities, its patrons and the general public. Because of this, the obligations of confidence required hereunder are extraordinary and unique, and are vital to the security and well being of the Port Authority. Accordingly, you are further instructed that your failure to comply with these Non-Disclosure Instructions may result in legal action and/or disciplinary action being taken against you.
7. **Duration and Survival of Confidentiality Obligations.** The obligations in these Non-Disclosure Instructions shall be perpetual, or until such time as the Protected Information is no longer considered confidential and/or privileged by the Port Authority, and that fact is communicated in writing to Employee.

COPY PROVIDED TO:

By: _____

Title: _____

Date: _____

APPENDIX C

Background Screening Criteria



CONTENTS:

- Background Screening Specifications
- Requirements for Access

Social Security Number — Positive Identity Verification (PIV)
Federal District Court Search (each district of residence and employment) *
National Criminal Search*
Statewide Criminal Check (each state of residence and employment) *
County Criminal Search (each county of residence and employment) *
Sexual Offender Search (each resident state) *
Alien Immigrant Search
Immigration Violation Check
Fake Identification Convictions
State Driving Record
Check for material false statement or omission on application form
National Terrorist Watch List Search (OFAC-SDN)

Note* Within ten (10) years preceding date of application as noted on the Requirements for Access Clearance forms.

REQUIREMENTS FOR ACCESS

I. No convictions ever in your lifetime: an individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any of the following criminal offenses:

- (1) Terrorism—A crime listed in 18 U.S.C. Chapter 113B—or a State law that is comparable.
- (2) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et. seq., or a State law that is comparable.
- (3) A crime involving a severe transportation security incident.
- (4) Making any threat, or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility.
- (5) Improper transportation of a hazardous material under 49 U.S.C. 5124, or a state law that is comparable;
- (6) Murder.
- (7) Espionage.
- (8) Sedition.
- (9) Treason.
- (10) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device.
- (11) Conspiracy or attempt to commit any of the criminal acts listed in paragraph I.

II. An individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction, within the **past ten (10) years** from completion of sentence preceding the date of the application, of the following offenses:

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation;
- (2) Interference with air navigation;
- (3) Aircraft piracy;
- (4) Interference with flight crewmembers or flight attendants;
- (5) Commission of certain crimes aboard aircraft in flight;
- (6) Carrying a weapon or explosive aboard aircraft;
- (7) Conveying false information and threats; (e.g., bomb threats, explosives in briefcase, etc. in security areas)
- (8) Aircraft piracy outside the special aircraft jurisdiction of the United States;
- (9) Lighting violations involving transporting controlled substances;
- (10) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements;
- (11) Destruction of an aircraft or aircraft facility;
- (12) Assault with intent to murder.
- (13) Kidnapping or hostage taking.
- (14) Rape or aggravated sexual abuse.
- (15) Extortion.
- (16) Armed or felony unarmed robbery.
- (17) Distribution of, possession with intent to distribute, or importation of a controlled substance.
- (18) Felony arson.

- (19) Felony involving a threat.
- (20) Felony involving—
 - (i) Willful destruction of property;
 - (ii) Importation or manufacture of a controlled substance;
 - (iii) Burglary or Robbery
 - (iv) Theft;
 - (v) Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering;
 - (vi) Possession or distribution of stolen property;
 - (vii) Aggravated assault;
 - (viii) Bribery; or
 - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year;
 - (x) Smuggling;
 - (xi) Immigration violations; or
- (21) Violence at international airports;
- (22) Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon. A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U.S.C. 921(a)(3) or 26 U.S.C. 845(a), or items contained on the U.S. Munitions Import List at 27 CFR 447.21.
- (23) Conspiracy or attempt to commit any of the criminal acts listed in paragraph II.

Under want, warrant, or indictment. An applicant who is wanted, or under indictment in any civilian or military jurisdiction for a felony listed in section II, is disqualified until the want or warrant is released or the indictment is dismissed.

Note: Violations based on 49 CFR 1542.209(d) & CFR 1572.103 will be updated accordingly.

Secure Worker Access Consortium (SWAC)

Secure Worker Access Consortium (SWAC) is accessed by an online application that enables the secure collection, processing, maintenance and real-time positive identity verification (PIV) of individuals. Currently, SWAC is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and or regulation. Additional information about S.W.A.C., corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or SWAC Customer Service may be contacted at (212) 608-0855 or (877) 522-7922.

o Consultants / Contractors

- o Step 1: - A firm representative completes the Corporate Membership Application Form online at www.secureworker.com. Firms are encouraged to establish a Corporate Membership Account through which their workers will be processed.
- o Step 1a: Employees & Workers of Contractors — Individual completes the Individual Membership Application Form online. (A company administrator may complete this form on someone's behalf.)
- o Step 2: The applicant is photographed, provides a digital signature and presents the required identification documents at an operational SWAC Processing Center.
- o Step 3: SWAC ID Card is available for pickup. The typical length of the process is one week to two weeks. To verify that an ID Card is ready for pickup, call (212) 608-0855.

o Individuals

- o Step 1: Individual completes the Individual Membership Application Form online. <http://www.secureworker.com>
- o Step 2: Individual immediately takes the required government issued identity documents to a SWAC Processing Center to complete the second and final step of the SWAC application process. **NOTE:** This step is required before your background screening is initiated.

- **SWAC Processing Centers** - check the SWAC website to verify the locations, and days and times of operation of the Processing Centers.

George Washington Bridge
Port Authority Administration Building,
Main Lobby
220 Bruce Reynolds Boulevard
Bridge Plaza South
Fort Lee, NJ 07024
Thursdays,
6:00 AM to 2:30PM

LaGuardia Airport (LGA)
Terminal B Arrivals – Lower Level
Down hall from Jet Blue Baggage Claim
Flushing, NY 11371
Wednesdays & Fridays,
6:00AM to 2:30PM

Port Authority Bus Terminal
625 Eighth Avenue (at 42nd Street)
North Wing, 2nd Floor
New York, NY 10018
Tuesdays & Fridays,
6:30 AM to 12:30PM

Newark Liberty International Airport
(EWR)
70 Brewster Road
Building #70 Lobby
Newark, NJ 07114
Mondays & Thursdays,
7:30AM to 3:30PM

Bayonne Bridge
208 John St (Administrative Building)
Staten Island, NY 10302
Tuesdays
7:30 AM to 3:30 PM

World Trade Center
115 Broadway
9th Floor
New York, NY 10006
Monday through Friday,
6:00 AM to 5:00 PM

APPENDIX D

[insert department name] DEPARTMENT

PORT AUTHORITY OF NY & NJ

CONFIDENTIAL PRIVILEGED INFORMATION

"WARNING": The attached is the property of The Port Authority of New York and New Jersey (PANYNJ). It contains information requiring protection against unauthorized disclosure. The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official. The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy. Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ.

The attached will be disseminated only on a need to know basis and when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.

Document Control Number: CP-[insert dept acronym]- [insert year]-
[insert sequential number] – [insert copy number]

APPENDIX E

[Insert address of Recipient]

Date:

From:

The [insert department, division or project name] is providing a copy of the following items to (insert recipient's name and address).

Description	Date	Copy Number
Describe item	00/00/00	CP - [dept. abbreviation]-XX-XX-XX

Upon receipt, the items listed above must be safeguarded in accordance with the procedures identified in the "The Port Authority of New York & New Jersey Information Security Handbook" dated January 2, 2018.

PLEASE SIGN AND RETURN TO:

Document Control

[insert Port Authority department, division or unit]

Attn: [SIM]

[Address]

I acknowledge receipt of the above items listed above and accept full responsibility for the safe handling, storage and transmittal elsewhere of these items.

Name (PRINT): _____

Organization: _____

Signature: _____

Date: _____

Title: _____

APPENDIX F

GUIDELINES FOR THE STORAGE OF PROTECTED INFORMATION

I. GENERAL

This section describes the **preferred methods** for the physical protection of Protected Information in the custody of Port Authority personnel and their contractors, consultants, architects, engineers, et al. Where these requirements are not appropriate for protecting specific types or forms of such material, compensatory provisions shall be developed and approved by the Chief Information Security Officer (CISO). Nothing in this guideline shall be construed to contradict or inhibit compliance with any applicable law, statute or code. Cognizant Security Information Managers (SIM) shall work to meet appropriate security needs according to the intent of this guideline and at acceptable cost.

II. PROTECTED INFORMATION STORAGE

A. Approved Containers

The following storage containers are approved for storage of Port Authority Protected Information:

1. A safe or safe-type steel file container that has a built-in three- position dial combination lock or electronic combination lock.
2. Any steel file cabinet that has four sides and a top and bottom (all permanently attached by welding, rivets or peened bolts so the contents cannot be removed without leaving visible evidence of entry) and is secured by a rigid metal lock bar and an approved key operated or combination padlock. The keepers of the rigid metal lock bar shall be secured to the cabinet by welding, rivets, or bolts so they cannot be removed and replaced without leaving evidence of the entry. The drawers of the container shall be held securely so their contents cannot be removed without forcing open the drawer.



B. Approved Locks and Locking Devices

The following locks and locking devices are examples of types approved for storage of Port Authority Protected Information, but not limited to these locks:

1. Any restricted keyway 7-pin tumbler lock or equivalent pick resistant lock.

2. A combination padlock such as a Sesame four-position dial padlock. See photo at right.

For Port Authority facilities, locks and locking devices available from Port Authority stock room or approved vendor will meet this requirement.

C. Combinations to Security Containers, Cabinets, and Vaults

If required, only a minimum number of authorized persons shall have knowledge of combinations to authorized storage containers. Containers shall bear no external markings indicating the level of material authorized for storage therein.

1. A record of the names of persons having knowledge of the combination shall be maintained.
2. Security containers, vaults, cabinets, and other authorized storage containers shall be kept locked when not under the direct supervision of an authorized person entrusted with the contents.
3. The combination shall be safeguarded in accordance with the same protection requirements as the Protected Information contained within.
4. If a record is made of a combination, the record shall be marked with the category of material authorized for storage in the container, i.e. CP or SSI.

D. Changing Combinations

Combinations shall be changed by a person authorized access to the contents of the container, or by the SIM or his or her designee. Combinations shall be changed as follows:

1. The initial use of an approved container or lock for the protection of Confidential Information.
2. The termination of employment of any person having knowledge of the combination, or when the Protected Information access granted to any such person has been withdrawn, suspended, or revoked.
3. The compromise or suspected compromise of a container or its combination, or discovery of a container left unlocked and unattended.
4. At other times when considered necessary by the SIM or CISO.

E. Supervision of Keys and Padlocks

Use of key-operated padlocks are subject to the following requirements:

1. A key and lock custodian shall be appointed to ensure proper custody and handling of keys and locks used for protection of Protected Information.
2. A key and lock control register shall be maintained to identify keys for each lock and their current location and custody.
3. Keys shall be inventoried with each change of custody.
4. Keys and spare locks shall be protected equivalent to the level of classified material involved.
5. Locks shall be replaced after loss or compromise of their operable keys.
6. Making master keys is prohibited.

F. Document Retention Areas

Due to the volume of Protected Information in possession, or for operational necessity, it may be necessary to construct Document Retention Areas for storage because approved containers or safes are unsuitable or impractical. Access to Document Retention Areas must be controlled to preclude unauthorized access. During hours of operation this may be accomplished through the use of a cleared person or by an approved access control device or system. Access shall be limited to authorized persons who have an NDA on file, received appropriate training on the protection of information and have a bonafide need-to-know for the Protected Information material/information within the area. All other persons (i.e. visitors, maintenance, janitorial, etc.) requiring access shall be escorted at all times by an authorized person where inadvertent or unauthorized exposure to Protected Information cannot otherwise be effectively prevented. During non-working hours and during working hours when the area is unattended, admittance to the area shall be controlled by locked entrances and exits secured by either an approved built-in combination lock, an automated access control system or an approved key-operated lock. Doors secured from the inside with an emergency panic bar will not require additional locking devices.

G. Construction Requirements for Document Retention Areas

This paragraph specifies the minimum safeguards and standards required for the construction of Document Retention Areas that are approved for use for safeguarding Protected Information. These criteria and standards apply to all new construction and reconstruction, alterations, modifications, and repairs of existing areas. They will also be used for evaluating the adequacy of existing areas.

1. **Hardware:** Only heavy-gauge hardware shall be used in construction. Hardware accessible from outside the area shall be peened, pinned, brazed, or spot-welded to preclude removal.
2. **Walls:** Construction may be of material offering resistance to, and evidence of, unauthorized entry into the area. If insert-type panels are used, a method shall be devised to prevent the removal of such panels without leaving visual evidence of tampering.
3. **Windows:** During nonworking hours, the windows shall be closed and securely fastened to preclude surreptitious entry.
4. **Doors:** Doors shall be constructed of material offering resistance to and detection of unauthorized entry. When doors are used in pairs, an astragal (overlapping molding) shall be installed where the doors meet.
5. **Ceilings:** Where surrounding walls do not extend to the true ceiling, the ceiling shall either be hard capped with the same construction materials as the surrounding walls or removable tiles shall be clipped in place such that they cannot be removed without destroying tiles and providing evidence of intrusion.

APPENDIX G

GUIDELINES FOR THE DISPOSAL AND DESTRUCTION OF PROTECTED INFORMATION.

I. GENERAL

This section describes the preferred methods for the disposal and destruction of Protected Information in the custody of Port Authority personnel and their contractors, consultants, architects, engineers, et al. Where these requirements are not appropriate for disposal or destruction of specific types or forms of such material, compensatory provisions shall be developed and approved by the Chief Information Security Officer (CISO). Cognizant Security Information Managers (SIM) shall work to meet appropriate security needs according to the intent of this guideline and at acceptable cost.

Protected Information no longer needed shall be processed for appropriate archiving or disposal. Protected Information approved for destruction shall be destroyed in accordance with this section. The method of destruction must preclude recognition or reconstruction of the Protected Information or material.

All persons in possession of Protected materials shall establish procedures for review of their Protected holdings on a recurring basis to reduce these inventories to the minimum necessary for effective and efficient operations. Multiple copies, obsolete material, and Protected waste shall be destroyed as soon as practical after it has served its purpose. Any appropriate downgrading actions shall be taken on a timely basis to reduce the volume and to lower the level of Protected material being retained.

Original records must be retained in accordance with the Agency's Records Management Policy and Retention Schedules.

II. DISPOSAL AND DESTRUCTION

A. Destruction Requirements

All persons in possession of Protected materials shall destroy this material in their possession as soon as possible after it has served the purpose for which it was released, developed or prepared, or as soon as possible after its designated retention period has expired.



B. Methods of Destruction

1. Generally, Protected Information shall be destroyed by commercial grade cross cut shredders located conveniently throughout the workplace for use by authorized individuals.
2. Additionally, Confidential material may be destroyed by burning, pulping, melting, mutilation, chemical decomposition, or pulverizing (for example, hammer mills, choppers, and hybridized disintegration equipment) where shredding may not be appropriate. Whatever method is employed must preclude recognition or reconstruction of the Confidential Information or material.
3. Confidential material in microform, that is: microfilm, microfiche, or similar high data density material, may be destroyed by burning or chemical decomposition, or other methods as approved by the CISO.
4. Commercial destruction facilities may be used only with the approval of, and under conditions prescribed by, the SIM. When commercial destruction facilities are utilized, they shall conform to all appropriate sub-contracting requirements to include appointment of a SIM, adherence to the requirements of the Port Authority Information Security Handbook, receiving required security training and properly executing a Non-Disclosure and Confidentiality Agreement (NDA).
5. Electronically Stored Protected Information must be deleted from all computer hard drives, tapes, CD's, DVD's, memory, and/or magnetic, analog, or digital media used to store or transport digital files. The device used to store or transport any Protected file will require a bit-by-bit overwrite of the storage area used by the file. This will protect against having the deleted file recovered using data recovery tools. Commercial tools are available to automate this process.

C. Witness to Destruction

Protected material shall only be destroyed by authorized personnel, whether in-house or contracted, who meet all of the Port Authority criteria for awarding access authorization, have met all training requirements, have a properly executed NDA on file and have a full understanding of their responsibilities to ensure proper control of the materials while in their possession and complete destruction thereof.

D. Destruction Records

Protected Information is accountable and therefore any disposal in approved waste containers or destruction via convenience shredders must be reported to the issuing SIM, or his/her document control representative, indicating which documents were disposed/destroyed and the date of such action.

Protected waste shall be destroyed as soon as practical. This applies to all waste material containing Protected Information. Pending destruction, protected waste shall be appropriately safeguarded. (See also Appendix G - Guidelines for the Storage of Protected Information.)

III. PROTECTED WASTE

A. Approved Receptacles

1. Receptacles utilized to accumulate Protected waste shall be constructed of substantial materials that would provide evidence of tampering. Hinges and lids shall not be removable while the container is secured without leaving evidence thereof.
2. All such receptacles shall be clearly identified as containing Protected material.
3. Slots shall be provided in such receptacles that allow for easy deposit of materials for destruction but preclude removal of deposited waste by insertion of a person's hand or tool.
4. Locks, and the control thereof, on all Protected waste receptacles shall meet or exceed the requirements of the Port Authority Guideline for Storage of Confidential Information.

B. Oversize Waste Materials

Port Authority projects often involve large drawings and other materials associated with construction projects, which cannot be conveniently disposed of via office shredders or placed in typical slots on secure trash receptacles. In no cases shall such material be permitted to be placed or accumulate adjacent to secure receptacles while awaiting destruction. Oversize materials awaiting destruction may be stored as follows:

1. Within an approved Document Retention Area.
2. Within a specially constructed secure waste receptacle where disposal slots have been specifically designed for accepting rolled drawings or other oversize materials and preclude the removal there from.

3. Within a standard secure waste receptacle where the receptacle has been opened by an authorized individual to allow placement of the oversized item(s) into the container and it has been secured thereafter.

APPENDIX H

Audit Procedures

COMPANY / ORGANIZATION

- Is the Company NDA properly executed and current?
- Has an individual been designated as Security Information Manager (SIM), as required by the Handbook for Protecting Security Information? Has a Deputy SIM been identified?

ACCESS AUTHORIZATIONS

- Has an Acknowledgement of the NDA or a Port Authority Employee NDA been executed by each individual who has been afforded access? If not are they subject to the NDI?
- Is a current record maintained of all individuals authorized access to Protected Information at the firm?
- Does the contractor provide a roster of all cleared employees to the Port Authority? Is it current?

SECURITY EDUCATION

- Does the contractor provide all individuals who have access to Protected Information with security training and briefings commensurate with their involvement with the information?
- Are contractors who employ persons at other locations ensuring the required security training?
- Are the Acknowledgement of the NDA or a Port Authority Employee NDA executed prior to accessing Protected Information?
- Do initial security briefings contain the minimum required information?
- Does the contractor's security education program include refresher security briefings?
- Are employees debriefed at the time of a termination, reassignment or project's completion regarding the requirements for continued safeguarding of Protected Information?
- Has the contractor established internal procedures that ensure authorized awareness of their responsibilities for reporting pertinent information to the SIM?
- Has the contractor established a graduated scale of administrative disciplinary action to be applied against employees who violate the Handbook?
- Does management support the program for safeguarding Port Authority Protected Information?

STANDARD PRACTICE PROCEDURES

- Is the PIPP document current and does it adequately implement the requirements of the Handbook?

- Remember - a PIPP only needs to be prepared when the CISO deems it necessary for the proper safeguarding of Protected Information.

SUBCONTRACTING

- Has a Principal of the Subcontractor properly executed the Exhibit B - Related Party Entity Acknowledgement?
- Has an Acknowledgement of the Prime's Non-Disclosure Agreement been executed by each of the Subcontractor's employees who has been afforded access?
- Is a current roster maintained of all Subcontractor employees authorized access to Protected Information at the firm?
- Does the Subcontractor provide this roster to the Prime Contractor's SIM as required? Is it current? Does it include the date that the agreement was signed? Is it included in the Prime Contractor's Team Roster?
- Does the contractor complete all actions required in the Handbook prior to release or disclosure of Protected Information to subcontractors? Has the Subcontractor been provided the Handbook?
- Has an individual of the Subcontractor been designated as the Security Information Manager (SIM)?
- Has a Deputy SIM been identified, if necessary?
- Is the safeguarding capability of all subcontractors determined as required?
- Is the requirement to abide by security procedures identified in the Handbook incorporated into each subcontract?
- Does the Subcontractor have an adequate understanding of the Handbook's requirements and the types of information that require safeguarding?

VISIT CONTROL

- Are procedures established to ensure positive identification of visitors prior to disclosure of Protected Information?

CLASSIFICATION

- Does the contractor have adequate procedures for evaluating Protected Information being created, extracted, or summarized?
- Is contractor-developed Protected Information appropriately marked, and protected?

PUBLIC RELEASE

- Does the contractor obtain the approval of the Port Authority prior to public disclosure of ANY Protected Information?

STORAGE

- Has the contractor established a system of security checks at the close of each working day to ensure that Protected Information is secured?
- How would Protected Information be safeguarding during an emergency?
- Is a record of the names of persons having knowledge of the combinations to security containers maintained?
- When combinations to containers are placed in written form, are they stored appropriately?
- Do authorized persons, when required, change combinations to security containers?

MARKINGS

- Is all Protected Information, regardless of its physical form, marked properly?
- Is all Protected Information marked to show the name and address of the facility responsible for its preparation and the date of preparation?
- Are overall markings marked conspicuously as required?
- Are protective markings applied to Protected compilations if required?

TRANSMISSION

- Is Protected Information properly prepared for transmission?
- Are Transmittal Receipts included with Protected Information if required?
- Is a suspense system established to track transmitted documents until the signed receipt is returned?
- Are authorized methods used to transmit Protected Information?
- Is the NDA of the receiving facility determined prior to transmission of Protected Information?

PROTECTED INFORMATION CONTROLS

- Do contractor employees understand their safeguarding responsibilities?
- Is the contractor's accountability system capable of facilitating the retrieval and disposition of Protected material as required?
- Are external receipts and dispatch records maintained as required?
- Is all Protected Information received at the contractor facility and delivered directly to designated personnel?
- Do contractor employees promptly report the loss, compromise, or suspected compromise of Protected Information to the SIM?

DISPOSITION

- Is a program established to review Protected Information retention on a recurring basis for the purpose of reduction?
- Is Protected Information destroyed as soon as possible after it has served

its purpose?

- Does the contractor employ an effective method of destruction?
- Is Protected Information destroyed by the appropriate employees?
- Is Protected waste properly safeguarded until its timely destruction?

REPRODUCTION

- Does the facility's reproduction control system keep reproduction of Protected material to a minimum?
- Is the reproduction of Protected Information accomplished only by properly authorized, and knowledgeable employees?
- Is reproduction authorization obtained as required?
- Are reproductions of Protected Information reviewed to ensure that the markings are proper and legible?

INFORMATION SYSTEMS (IS)

- Are appropriate physical controls being exercised over approved IS?
- Is media containing Protected Information handled in a manner consistent with the ISH?
- Are all IS storage media, internal memory, and equipment, that contain Protected Information, properly sanitized prior to removal from protection?

Suggested Questions When Interviewing Employees NOT Authorized Access to Confidential Information:

- What is Protected Information?
- Have you ever seen Protected Information?
- If you found Protected Information unprotected, what would you do?

Suggested Questions When Interviewing Employees Authorized Access to Protected Information:

- What is your job title/responsibility?
- Which contract or program requires you to access this information?
- How do you access the information?
- How long have you been authorized access?
- When was your last access to Protected Information?
- Have you ever had access to Protected Information outside of this facility?
- Did anyone else from the facility accompany you?
- Did you take any notes containing Protected Information back to the facility?
- What procedures were followed to protect this information?
- Where is this information now?
- Have you ever provided access to Protected Information to visitors?
- How did you determine their need-to-know?
- Have you ever been approached by anyone requesting Protected Information?
- Do you ever work overtime and access Protected Information?
- When was the last time that you had a security briefing?
- What can you recall from this briefing?
- Have you ever been cited for a security violation?
- What would YOU do if YOU committed a security violation or discovered one?
- Do you have the combination to any storage containers?
- Who other than yourself has access to these containers?
- Is a record maintained of the safe combination? If so, where?
- Do you reproduce or generate Protected Information?
- Where do you typically work when you generate Protected Information?
- What procedures do you follow to protect Protected Information while working on it?
- Do you ever use a computer to generate Protected Information? How do you mark this Information?
- Please produce the guidance that you used. Is it accurate?
- What procedures do you employ when hand carrying Protected material?
- Have you reproduced Protected Information? Describe the procedures.
- Have you destroyed Protected Information? What procedures were used?
- Do you have any questions regarding security?

APPENDIX I

Restricted Access Information

This is information of the Port Authority or of a third party not qualifying as Protected Information, but which for business reasons should be limited in its access and distribution outside a particular agency project or interagency effort or about which public comment should be limited or restricted in order to successfully facilitate the agency project or interagency collaboration. In instances where this type of information belongs to the Port Authority and will be accessed or discussed, a Restricted Access Information Form (I-1) may be utilized with the approval of the CISO and in consultation with the Law Department.

APPENDIX I – 1

Restricted Access Form for Port Authority Information

You have been invited to attend and participate in the agency's project initiative and/or interagency collaboration. The Port Authority of New York and New Jersey will be sharing information with you that it considers Sensitive and which should not be made public or shared with third parties. The Port Authority welcomes all participants and considers your attendance at, and continued participation in, this project and/or collaboration to be an agreement on your part not to make public or release to third parties any Sensitive information relating to this project. If you are unwilling to adhere to the Restriction Requirements, then it is expected that you not attend or participate in this effort.

“Restricted Access Information” refers to certain information not qualifying as Protected Information, but which for business reasons should be limited in its access and distribution outside a particular agency project or interagency effort or about which public comment should be limited for restricted in order to successfully facilitate the agency project or interagency collaboration.

Name (print)

Signature

Date

Project

APPENDIX J
Authorized Personnel List

SAMPLE AUTHORIZED PERSONNEL CLEARANCE LIST

Organization: _____

Date: _____

	NAME	ORGANIZATION	NDA (Execution Date)	SWAC (Expiration date)	TRAINING (Completion date)
1					
2					
3					
4					
5					
6					
7					
8					
9					

Technology Department

**TECHNOLOGY STANDARDS OVERVIEW
FOR THE PORT AUTHORITY**

Revised May 2018

THE PORT AUTHORITY OF NY & NJ

FOR RFPs

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1 Introduction

The purpose of this document is to provide an overview of standards established by the Technology Department (TEC) for Information Technology (IT) solutions deployed at The Port Authority of New York & New Jersey (PANYNJ), the Agency.

To that end, this standards overview is intended to help RFP Submitters do the following:

- a. Implement computing and networking solutions to ensure the utmost reliability, availability, and security.
- b. Procure¹ hardware and software that advances business needs in a manner compatible in an ever-changing IT environment that enables departments to work with each other more effectively.
- c. Create solutions that facilitates The Port Authority communication and information exchange in a cost effective and scalable manner.
- d. Achieve greater systems integration so that the application will be interoperable, resulting in cost effectiveness and quality control.
- e. Adherence to these standards ensures that IT investments achieve Enterprise connectivity, interoperability, consistency, and will enhance performance in a cost-effective way.

2 The Port Authority Wide Area Network (PAWANET)

2.1 PAWANET Overview

The Port Authority has a modern distributed computing network, called the Port Authority Wide Area Network (PAWANET), which is managed as an enterprise resource. It connects all the various Port Authority facilities and transportation systems using high-speed voice, data, and video lines or links.

This network is crucial to all Port Authority businesses because it provides connections for applications, such as e-Mail, Internet, Intranet, Enterprise Applications, and more.

PAWANET consists of a Managed Fiber Optic Dense Wave Division Multiplexed (DWDM) Network, provided by Verizon Select Services, as an Integrated Optical Service (IOS) network. This network consists of eleven separate and distinct (1) Gbps lightwave networks, each interconnecting with the Port Authority's data centers. Site-to-Site interconnectivity is achieved via the "hub and spoke" topology through the data centers. Additional high-speed Ethernet Private Lines (EPL) have been deployed to support key Port Authority off-ring facilities.

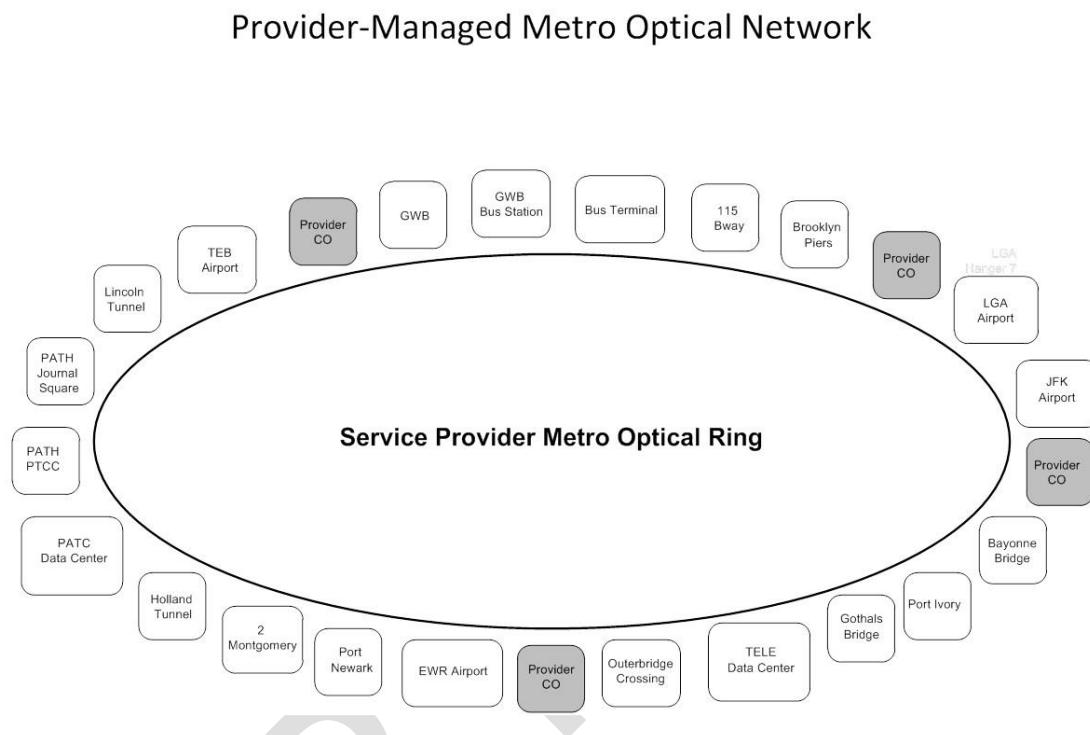
Remote locations are linked using redundant high-speed dedicated point-to-point leased communication lines. Wireless connectivity also supported when hardwired connections are not practical.

The network consists of state-of-the-art Cisco Systems equipment and services. The Port Authority uses a managed Network Monitoring Services to monitor PAWANET, and Cisco Systems SMARTnet hardware/software maintenance services, and Cisco's Technical Assistance Center (TAC) to support and maintain the network. The Authority has also deployed network performance monitoring products to provide performance data on end user workstations and systems.

¹ With the assistance of the Technology Department.

2.2 PAWANET Circuit Diagram

The current PAWANET network is being upgraded.



2.3 Inter-site Services Providers

The Technology Department has contracted with a variety of companies to provide inter-site services.

Companies providing communications services for the Wide Area Network are listed below.

AT&T Local Services

Verizon

2.4 PAWANET Functions

Currently, PAWANET is used to transport the following:

Data	Supports the low and high-volume transfer of data used for applications and for network communications, such as e-mail. Provides a data path for off-site, data backup of file, print and application servers. Enables the use of Storage Area Network (SAN) for network storage of user files and routing jobs to shared network printers.
Video	The transfer of Closed Circuit TV (CCTV) data is supported across the entire network to provide visibility to the Port Authority's key facilities.
Voice/VoIP	The network provides the hardware capabilities for voice and VoIP transmission. Voice over Internet Protocol (VoIP), which currently serves the majority of Port Authority users, is in the process of being implemented to replace the legacy Nortel system.

Videoconferencing	The network switches and transmission lines are used for videoconferencing to enable diversely located staff participate in meetings across large geographic area.
-------------------	--

2.5 Features of PAWANET

PAWANET provides a high performance, resilient, and reliable fail-safe communications network. These are its key features:

- a. Alternate paths of communication
- b. Internet access
- c. Support of high volume traffic
- d. Cisco switches at all the major sites
- e. Cisco high performance router family products with redundant power supplies

2.6 Supported Protocols

The network supports the following network protocols, allowing dissimilar platforms to communicate within PAWANET:

TCP/IP:	TCP/IP is the universal protocol that allows communications between all systems within the Port Authority's network, as well as other networks.
---------	---

2.7 PAWANET Switches and Routers

The current standard switches and routers used on PAWANET change from time to time. Contractors must consult with the Technology Department before project / solution implementation to obtain current standards.

2.8 Approved Servers

Only IBM servers may be connected to PAWANET.

This includes turnkey, distributed systems, where Application servers are being used. Any replacement servers must be IBM servers. Deviation from this policy will not be allowed without prior approval of the Chief Technology Officer (CTO) or their designee.

2.9 Enterprise Addressing Scheme (including IP addressing)

The Port Authority's enterprise network is a TCP/IP Class B network allowing for a maximum of 255 subnet assignments. Subnets are assigned on a geographical basis according to the number of resources required. Workstations are configured for dynamic assignment of IP addresses via Dynamic Host Configuration Protocol (DHCP).

The Technology Department will assign static IP addresses for servers, printers, faxes and/or IP enabled device (e.g. CCTV Cameras etc.) that are to be connected to PAWANET.

2.10 Enterprise Network Monitoring Software

The Port Authority has a managed Network Monitoring Services to continually provide real time monitoring of PAWANET, and its data and voice link availability.

3 Network Resources

3.1 Network Overview

The Port Authority has a modern distributed computing network, which is managed as an Enterprise resource. The network connects all individual PCs, servers, printers, and other devices in a unified computing infrastructure that makes it possible for the Port Authority to conduct its business.

The Enterprise Network consists of the PAWANET (see Section 1.1) and connected Local Area Networks (LAN's). The line of demarcation between the cable and wiring is the responsibility of the carrier and the Port Authority's area of responsibility is usually a wiring closet.

The Port Authority's Enterprise Network consists of, but not limited to, the following components on the Port Authority side of demarcation:

- a. Enterprise Devices
- b. Cabling
- c. Routers
- d. Switches
- e. Wiring Closets
- f. Communications Equipment Racks
- g. Server Racks
- h. File and Print Servers
- i. Application Servers
- j. Storage Area Networks (SAN)
- k. Network Printers

Security Devices (Video Encoders, IP Cameras, ACS Panels)

- I. LAN Devices
 - i. Desktop PCs
 - ii. Workstations
 - iii. Voice Over IP Phones
 - iv. Laptops
 - v. Video Conference Units
 - vi. Local Printers
 - vii. Scanners
 - viii. Copiers
 - ix. PC Peripherals

3.2 Enterprise Network Architecture

The Port Authority operates an extensive network of Enterprise file, print, and application servers. These devices are linked to an Enterprise Wide Area Network. The flexibility provided by multiple servers, server clusters and Storage Area Networks (SAN) offers users improved network response, greater reliability, increased data security and reduced operating cost. Adherence to the standards outlined in this section allows the Port Authority to manage their systems, applications and data in a way that best meets our business needs while maintaining interoperability and safeguarding Port Authority's information assets.

3.3 Server Operating System and Software

All Enterprise servers in the Port Authority are currently based on the Windows operating system. However, Linux² servers are also supported as application servers when required for functionality.

In addition to the base operating system, all Enterprise and application servers must include the following components:

² Red Hat distribution

- a. Virus Protection
- b. Network Security
- c. Remote Monitoring and Management
- d. Intrusion Detection
- e. Systems Backup
- f. Uninterrupted Power Supply (If central UPS is not installed at the location)
- g. Current Service Packs and security patches³

These components are needed to ensure a consistent management framework for all operating system instances running the The Port Authority's business applications.

Note: All standard operating system and server software will be provided and configured, by the Technology Department.

3.3.1 Configuration

All network devices--including servers, workstations, network printers, and network faxes--must use IP addresses which conform to the standards outlined in sections, 2.9 Enterprise Addressing Scheme, and 2.3.1, Server Names.

3.3.1.1 Drive Mapping Conventions and Organization

Mapping of workstation drive pointers to SAN or server disk volumes or folders is accomplished through a Windows Active Directory Login Scripts. There are drive letters which are reserved for the The Port Authority's use. Contractors must consult with the Technology Department before project / solution implementation to obtain an appropriate mapped drive.

This will ensure consistent naming conventions and security permissions are appropriately applied.

3.3.1.2 Connecting LAN Devices to the Enterprise Network

The Technology Department is responsible for connecting all LAN devices to the Enterprise Network (PAWANET) provided they meet the Port Authority's standards.

Contractors must consult with the Technology Department during the solution design phase to ensure device compatibility and security needs.

3.3.2 Network Resources Security

3.3.2.1 Server Physical Security

All servers and communication equipment must be located in locked rooms secured with a cable and lock or secured with access control technology to prevent tampering and unauthorized usage.

3.3.2.2 Server Logical Security

To safeguard the Port Authority's Information Technology (IT) systems and data, Technology Department has implemented a number of processes and procedures, including the requirement that all users accessing the Port Authority's networks authenticate to the network using the Enterprise Directory Platform Service.

This Directory Platform Service is the central repository for all computing accounts and provides a common authentication datastore for all identities.

³ Including the “governance” to manage monthly Operating System security patches by leveraging the Agency's centralize operations console.

The Technology Department is responsible for providing all enterprise servers with the following protection of their logical resources:

- a. Guard against unauthorized access.
- b. Perform daily incremental backups of servers and authorized workstations and full backups weekly.
- c. Store all monthly backups off site at a secure location and secure daily and weekly backups on-site in a locked area.
- d. Test recovery procedures annually.
- e. Use system and application passwords that conform to the Technology Department standards.
- f. Provide Dual-Factor Authentication Services to protect identities.
- g. Control all remote access using the Port Authority's Remote Access System.
- h. Maintain current patch levels and critical security updates.

3.3.3 Network Access and User Account Security

3.3.3.1 Account Creation

User accounts are created and managed in the Enterprise Directory Platform Service. The creation of user accounts and authority for access is managed (on-boarding / off-boarding) by the Customer Service Unit within the TEC Department.

3.3.3.2 Modems and Switches

Staff and Contractors are prohibited from connecting dial-up modems and network switches including wireless access points (e.g. Linksys wireless switches) to workstations that are simultaneously connected to PAWANET or another internal communication networks unless approved by the Technology Department. This will ensure better network and information security management practices.

Where modems have been approved, users must not leave modems and/or switches connected to personal computers in auto answer mode, such that they are able to receive in-coming dial-up calls.

3.3.4 Remote Access System

The use of local modems to establish direct dial connections to devices on the Port Authority's network is prohibited. Exceptions to this policy require the approval of the Technology Department's Chief Technology Officer.

The approved mechanism for remote access to the Port Authority network is through the Remote Access System (RAS). The Remote Access System utilizes an Internet-based Virtual Private Network (VPN) tunnel established over the Internet linking remote users to the Port Authority Wide Area Network (PAWANET). It is designed to provide authorized Port Authority users with secure access to corporate applications and to files available on their departmental file servers. Once connected to the PAWANET, users with Port Authority-supplied laptops will have access to computing resources as if connected directly to the network. For users using non-Port Authority remote desktops/laptops, once connected to the network, access to applications and resources is delivered through an Application Virtualization Platform Service.

The Port Authority also supports corporate site-to-site VPN connections and utilizes Cisco equipment for these connections, as appropriate.

Remote access is authorized on a case-by-case basis by the Chief Technology Officer.

3.3.5 Hardware Standards Overview

The Technology Department's Enterprise Architecture team is responsible for setting the The Port Authority hardware standards. Contractors must consult with the Technology Department before project / solution implementation to obtain the then current hardware standard.

3.4 Network Naming Conventions

3.4.1 Server Names

The Port Authority employs a naming convention for all servers within PAWANET. That convention will be discussed during a solution implementation phase with the Technology Department.

3.5 Directory Services and Structure

The Port Authority uses an Enterprise Directory Platform Service to manage network resources and user access. Port Authority departments are designated as organizational units (OU). Workstations, servers and users are directory objects contained within a given OU.

3.6 System Backup and Recovery

The Port Authority uses an Enterprise Backup Platform Service to perform scheduled server backups.

Backup data is stored on disk storage for prompt backup and restore. Encrypted tape backup is stored remotely at a secure facility, and is required to assure off-site disaster recovery data storage. All backup media and records must be treated with the same level of security and confidentiality as the original data.

The System Administrator is responsible for verifying that system backups, both local and remote backups, can be used to restore the data. Tests of the ability to successfully restore from both backup systems should be performed annually. It is recommended that:

- a. Tests of the ability to restore system and application files will be performed on a non-production server.
- b. When incremental or differential backups are routinely used, the test restore procedure should incorporate both.
- c. Immediately prior to performing the test restore procedure, do a special full back up on the directories being tested.

The use of system backup and periodic testing ensures The Port Authority has the ability to support a business continuity event.

3.6.1 Backup Logs

The System Administrator will maintain the following logs for a period of three years:

- a. Back-up activity
- b. Rotation of back-ups
- c. Usage/rotation of back-up media
- d. Off-site data storage

3.6.2 Backup Scheduling

The System Administrator is responsible for performing back-ups of data, application and system files. This must be as follows:

- a. Weekly full back up of each server. A full back-up is a backup of all files on the server.

- b. Daily differential, incremental or full back up of each server or server cluster. The type of back-up performed is dependent on time constraints and the amount of data to be backed up. Incremental backups are back-ups of all files changed since the last back up. Differential backups are back-ups of all files changed since the last full back-up.
- c. A Grandfather, Father, Son (GFS) scheme based on a 33-tape rotation should be used to ensure complete back-up, recovery and BCP protection.

3.7 Business Resumption Plan

Contractors, providing IT services to the Port Authority, shall work with the Technology Department to develop a disaster recovery and contingency plan. The System Administrator will participate in the planning, design, implementation, testing, updating and documentation of the plan. [Appendix 1](#) shows a recommended outline for such a plan. The Business Resumption Plan shall be updated and tested at least annually and more frequently based on the critical nature of the business function supporting the business. This will ensure a timely recovery should the need arise.

3.8 Telecommunications Standards Overview for Enterprise Network Resources

Please refer to attached appendices for the following telecommunications components

[Appendix 2](#) - Communication Rooms/Closets Standards

[Appendix 3](#) - Standard Cabling Schemes

[Appendix 4](#) - Unified Wiring Specifications

[Appendix 5](#) - Telephone Closet / IDF Termination Blocks

[Appendix 6](#) - Workstation Jacks

[Appendix 7](#) - Standard Switches

[Appendix 8](#) - Workstation and Lateral Cable Identification Management

[Appendix 9](#) - Fiber Optics Specifications for Network Services - PAWANET

3.8.1 Closet and Telecommunications Room Access

The following standards must be followed regarding access to closets and communication rooms:

- a. All telecommunications rooms must be physically secured. Remote locations, which are not secured, by a guard or within line of sight of personnel, must be secured by a card access system and/or video cameras.
- b. The Network Connections (NC) group is responsible for installing routers and station drops. They also patch connections and troubleshoot LAN cabling.
- c. System Administrators requiring routine maintenance of data communications equipment should call the Customer Support Desk when new devices or reconfigurations are required.

3.8.2 Telecommunications Installation Contractor's Responsibilities

- a. Adherence to all of the above specifications
- b. Assurance of labor harmony
- c. The contractor must supply all cable, blocks, brackets, connectors, jacks, housings, face plates, special tools, etc., as necessary to perform an installation which is satisfactory to the Port Authority.
- d. The contractor must label every workstation (jack faceplate) and the corresponding cross connect point (punch down block or patch panel) in accordance with the cable identification management plan, as previously described.
- e. Install all Category 5e/6 cabling in the proper manner, with the appropriate number of twists, to maintain Category 5e/6 integrity and capabilities, as outlined in the TIA/EIA 568-B.2 standard.
- f. The contractor must ensure that cable connections are in accordance with standard telecommunications practices and that all cabling maintains normal connectivity and continuity.
- g. All materials must be agreed upon by the Port Authority Network Services prior to the start of installation.
- h. All computer or network communication rooms and closets are to be isolated, locked, and secured. No other equipment, storage area, or smoking area are to be located in this room. This room must provide appropriate cooling and ventilation. Access to this room will be reserved to the Technology Department staff and an agreed upon Facility Manager or designee of the site where the PAWANET equipment is located. This procedure is to ensure the security and the integrity of the Port Authority's computer network and its users.

3.8.3 Electrical Requirements

The following power and receptacles should be installed to support different equipment requirements such as:

- a. Standard 110/120 volt power receptacles
- b. Standard and/or NEMA L6-30P 220/240 volt 30 amp power receptacles
- c. Dedicated circuit breaker per AC feed, with alternate power source.
- d. Server rack electrical requirements are specified in the appropriate design document.

Currently, services obtained through the Port Authority's contract are required to have the APC (American Power Conversion) UPS included in the delivered service.

3.8.4 Telephone Company Interface

The following items are needed for the telephone company interface, if needed for a specific Contractor solution:

- a. Install a dedicated wallboard for Telco demarc (if none available for implementation)
- b. Standard Telco demarc:
 - i. P66 Block
 - ii. Network Termination Unit (Rj48 interface) Smartjacks
 - iii. Network Termination Unit (DB15-pin female interface)
 - iv. Network Termination Unit (V.35/V.36 female interface)
 - v. Digital Signal X-connect (DSX)
 - vi. Basic T1 CSU/DSU
 - vii. Basic DS3 handoff coax/HSSI unit
 - viii. High-speed dialup modems for network trouble-shooting when needed

3.9 Documentation

It is the responsibility of the System Administrator to update and maintain a library of all documentation designated as standard by the Port Authority. These include archived system files and system backups.

Contractors will be provided our "Guide to Systems Administration" during the implementation phase of a project. The "Guide to Systems Administration" covers the provisioning and setup of computing &

networking resources to successfully implement a project within the Port Authority. Contractors will work with the Technology Department during implementation to ensure proper setup, configuration and connectivity to PAWANET.

4 Virus Scanning & Management

4.1 Overview

This section describes the standards for the prevention, detection and removal of computer viruses, (malware). Its purpose is to minimize the risk and negative impact of computer virus infections in the work environment by establishing clearly defined roles, responsibilities and procedures for the effective management of computer viruses. All computing transactions are processed using the Port Authority approved desktops and servers connected to PAWANET. To protect them against viruses and Trojan horses and/or other malicious software, Antivirus and AntiSpyWare is installed. In addition, software restriction policies fully integrated with software policy is applied on all desktops to prevent unauthorized of installation of applications not approved by the Port Authority.

4.2 Standard Software

Standard virus protection software must be installed on all network servers and personal computers, and updated on a regular basis. The Port Authority currently uses an industry-leading Enterprise Anti-Virus and End-Point Security Solution to manage, monitor and maintain end-points. The standard virus protection software protects the integrity and confidentiality of information technology assets and resources communicating over the Port Authority network.

4.3 Acquisition and Installation

The Technology Department maintains current versions of standard virus protection software and virus detection files including configuration-specific instructions for downloading and installing software on network servers and desktops.

5 Electronic Mail

5.1 E-Mail Overview

The Port Authority's Electronic Mail System (E-Mail) is designed to facilitate business communication among employees, job shoppers, contractors, consultants, and outside business associates. This E-Mail system is comprised of an industry-leading Cloud-based E-mail Subscription Service. This solution also includes group calendaring and workgroup collaboration. The Port Authority Electronic Mail System include cyber security protect tools to protect against spams and web attack detection and blocking tools.

5.2 Port Authority Email System

5.2.1 Requesting SMTP Services

Contractors will request SMTP services from and coordinate its work with the Technology Department.

6 Intranet

6.1 Intranet Overview

The Port Authority Employee Net (eNet) is intended to provide timely information and resources to employees via the web browser on their desktops. eNet is a decentralized collection of web pages, data lookup services and applications that are managed as if they were a centralized enterprise resource. It is accessible to all personal computer workstations on the Port Authority Wide-Area Network (PAWANET). eNet is housed on servers at our Data Centers.

Examples of business information hosted on eNet include, but not limited to:

- a. Departmental Websites
- b. Directories
- c. Corporate Announcements
- d. Reference Materials
- e. Document Collections
- f. Library Services
- g. News Displays
- h. Enterprise and Departmental Applications

6.1.1 Accessibility Standards

The Technology Department is committed to making all eNet content accessible to persons with disabilities. In order to ensure that all eNet web content is in compliance with accessibility standards and applicable legal requirements, contact the Technology Department before project / solution implementation to ensure solution is ADA (Americans With Disabilities Act) compliant.

7 Workstation Hardware and Operating System Software

7.1 Overview

The Port Authority makes extensive use of computers (workstations) networked into an Enterprise Wide Area Network to accomplish its business objectives. For the purpose of this section, the term computer and/or workstation will be used to reference desktop, laptop and Computer Aided Design (CAD) computing devices. To ensure compatibility with the Port Authority's enterprise network and to make optimal use of its resources, this section defines the standards governing workstations and their configuration and use.

7.2 Workstation Operating System Standard

The Port Authority's standard operating system for workstations are supported versions of Microsoft's Windows Operating System.

7.3 Workstation Configuration

7.3.1 Workstation Naming Conventions

All departmental workstations must contain a unique computer name.

Contractors must consult with the Technology Department before project / solution implementation to obtain the appropriate naming convention to ensure standardization within the environment.

7.3.2 Automated Software Distribution for Computers

The Port Authority currently uses an industry-leading Enterprise Software Configuration and Operations Management Platform to, at a minimum, perform the following:

- a. Install new, or upgrade existing software on the Port Authority desktop, laptop, and CAD computers.
- b. Create packages to automate system tasks
- c. Patch End-Points

7.3.3 Drive Mappings

Computer drive mappings are automatically accomplished using a login script(s). The script is executed upon successful login to the Port Authority's domain.

7.3.4 Standard Workstation Hardware Configurations

The Technology Department is responsible for setting the computer hardware standards. Standards are typically set annually, or as exceptions to meet business requirements. The standards specify the approved hardware components required by the Port Authority for a specific computing platform (e.g. desktop, laptop, CAD).

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current hardware configuration.

7.3.5 Standard Workstation Software

The Technology Department is responsible for setting the software standards. Standards are typically set, as needed, to support business applications.

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current software standard and/or software exception.

7.4 Workstation Security

Workstation users and their managers are responsible for the security of computer equipment and safeguarding critical corporate data and access to Port Authority network resources. This includes both physically securing equipment as well as logical safeguarding equipment and data. There are other security software deploy to workstations, such as anti-virus, and workstation policies to ensure consistent computing experience.

7.4.1 Physical Security

The method of control should be based on the value of the equipment, the sensitivity of the data, its portability and the degree of exposure to theft. The department's Business Manager should make the appropriate determination of physical security required based on their best business judgment. All servers, UPS, mainframes and network assets are secured with adequate ventilation and restricted access through access control readers, keypad, lock etc.

In all cases, laptops must be secured with a Lock/Cable product (e.g., Kensington).

7.4.2 Logical Security

The Technology Department is responsible for providing for the security of computer resources and devices, such as:

- a. Workstations security mechanisms.
- b. Screen saver passwords are implemented.

- c. All critical data on a network drives are backed up nightly network-based storage.
- d. Hard Drive encryption
- e. File & Folder access permissions⁴

8 Distributed Systems Environment

8.1 Overview

A number of enterprise servers provide critical application and system services. Different operating systems and configurations may be required for specific applications. This section provides information on the standards for supported systems within the Port Authority.

8.2 Microsoft Windows Servers

The standard for general-purpose application servers and File and Print Services is IBM servers. Microsoft Windows⁵ is the supported Operating Systems for these servers.

8.2.1 Virtual Environment

The standard for Virtualization Computing is IBM host servers. The Port Authority will provide an industry-leading Hypervisor Platform Service to operate all Contractor-provided applications software.

All applications software must be capable of operating in a virtual environment, unless performance or other requirements mandate a dedicated system.

8.2.2 Windows Data Encryption

For those applications that require additional data security measures, the Technology Department provides additional tools that provide encryption services to protect the data stored in the application's database and file and print devices. All data at rest must be encrypted.

8.2.3 Backup

Critical system backup must be performed regularly (daily and/or weekly) utilizing the Port Authority's centralized backup service and associated tools. Extra copy of backup is kept offsite, at a secure location, for business continuity purposes.

8.3 Unix

Red Hat Linux is an optionally supported UNIX operating system for infrastructure and corporate servers.

8.3.1 Unix Security

Red Hat Linux servers must be physically and logically secured from unauthorized access. Operating system logical security is defined by the Technology Department using industry best practices and "harden" operating system configuration⁶.

8.3.2 Data Encryption

For those applications that require additional data security measures, Contractor shall provide encryption services to protect the data stored in the application's database and file and print devices. All data at rest

⁴ "Authenticated Users" and "Everyone" groups are minimized to support business functions.

⁵ Currently supported Microsoft Server Operating System. End-of-life Microsoft Operating Systems are not supported.

⁶ See current [Red Hat documentation](https://access.redhat.com/documentation/en-us/red_hat_enterprise_linux/7/pdf/security_guide/Red_Hat_Enterprise_Linux-7-Security_Guide-en-US.pdf) at: https://access.redhat.com/documentation/en-us/red_hat_enterprise_linux/7/pdf/security_guide/Red_Hat_Enterprise_Linux-7-Security_Guide-en-US.pdf

must be encrypted.

8.3.3 Backup

Critical system backup must be performed regularly (daily and/or weekly) utilizing the Port Authority's centralized backup service and associated tools. Extra copy of backup is kept offsite, at a secure location, for business continuity purposes.

8.4 Databases

Oracle and Microsoft SQL Server are the supported database platforms for Port Authority systems. Auditing trail must be enabled for all database accounts with administrator privileges.

8.5 Geographic Information System

Geographic Information is built on the Port Authority's Enterprise Geographic Information System (GIS) Platform which is based on an industry-leading software solution.

8.6 Application Security

The Technology Department recognizes the critical importance of application security and maintains a management approach of implementing manufacturers and/or National Institute of Standards and Technology (NIST) best practices to ensure security controls are in place to safeguard information based on application data classifications.

8.7 Server Physical Security

All servers and communication equipment must be located in secured locked rooms with the keyboard secured to prevent tampering and unauthorized usage. The Business System Manager is responsible for determining the appropriate access control method (e.g., metal key lock, magnetic card door locks, etc.) This person must also maintain a list of persons authorized to enter secured areas. Technology Department staff is available to provide technical assistance in making this determination.

8.8 Load Balancing – Failover Architecture

Depending on requirements of the application, load balancing and failover architectures are supported. Contractors must review failover architectures with the Technology Department for approval.

9 Cloud Distributed System Standards Overview

The Port Authority has adopted the Microsoft Azure suite of offerings to support its cloud-based compute, storage, networking and services to support application requirements. The suite of Azure services available to the Port Authority include, but not limited to:

- a. Infrastructure as a Service (IaaS)
- b. Platform as a Service (PaaS)
- c. Software as a Service (SaaS)
- d. Web + Mobile Services
- e. Container Services
- f. Data & Analytics Services
- g. AI and Cognitive Services
- h. Internet of Things Services

- i. Enterprise Integration Services
- j. Security and Identity Services
- k. Developer Tools Services
- l. Monitoring and Management Services

The Port Authority's Cloud Framework consists of components and/or controls that must be implemented when deploying applications and/or services into Azure. The elements in this standard are dynamic and will evolve over time to ensure a secure and robust Cloud Computing environment for the Port Authority's business to ensure information assets are secure and that security and privacy are maintained using de-facto best practices aligned with Federal Information Processing Standards (FIPS) as well as NIST Publications. Those best practices include, but not limited to:

- a. [NIST 800-144](#): Guidelines on Security and Privacy in Public Cloud Computing
- b. [FIPS 199](#): Standards for Security Categorization of Federal Information and Information System
- c. [FIPS 200](#): Minimum Security Requirements for Federal Information and Information Systems
- d. [NIST 800-53](#): Recommended Security Controls for Federal Information Systems and Organizations
- e. [NIST 800-146](#): Cloud Computing Synopsis and Recommendations
- f. [Cloud Security Alliance](#): Cloud Controls Matrix Version 3.0 (CCMv3)

The use of cloud services should be considered for new/new deployments (subject to application data classification review) or as hybrid deployments (components running in both the Port Authority's datacenters and Azure).

10 Business Intelligence (BI) & Enterprise Reporting Standards Overview

The Port Authority Business Intelligence (BI) Platform provides enterprise data warehousing, data analytics, and enterprise reporting solutions to the Port Authority's Departments and end-users via a robust standardized multi-tiered suite of products. Many Departmental and Enterprise software packages include built-in reporting solutions that are optimized for Reporting upon data elements and information within the scope of the application. In such cases, the use of an application-based reporting tools are supported.

However, whenever reporting needs reach beyond the scope of a specific application's User community, span to data sets either residing in multiple disparate sources (such as other enterprise applications), or are highly complex the Enterprise Reporting Platform shall be utilized.

Core System Capabilities of the Business Intelligence Platform include but are not limited to:

- a. Delivery of standardized reports, dashboards and data to support consistent views of Port Authority-wide data sources.
- b. Data integration technologies and data warehousing solutions when appropriate.
- c. A semantic business layer for reliable end-user access to data via ad-hoc reporting and analysis tools.
- d. Distribution of reports efficiently to large groups of users inside or outside the organization.
- e. Enterprise-level security, management, and distribution features.

Departmental resources can develop hierarchical structured reporting architectures consisting of reports to support their business function. The Business Intelligence Service may also leverage Microsoft PowerBI services.

11 Contractor Provided Dedicated Systems

11.1 Overview

Contractor provided dedicated systems refers to application software, and possibly computer hardware, that may be furnished and/or installed by the contractor. These systems are usually procured through either a Request for Proposal (RFP), or a “Low Bid” contract and are specifically engineered to support a dedicated application.

On all technology related projects, a representative from the Technology Department will be assigned as a single point of contact for technology oversight, accountability, adhering to standards and systems integration. This alignment will ensure a successful project implementation.

The collaboration between Contractor and the Technology Department, provide the following benefits

- a. Leveraging large discounts negotiated in the various requirements contracts.
- b. Ensuring seamless integration of equipment with other existing systems.
- c. Ensuring long-term maintenance and systems administration contracts are focused on the same product lines.
- d. Ensuring relevant sections of the Technology Standards are included in either, the basic design of a low bid contract or as requirements in an RFP. Responses to RFP's shall be reviewed for their compliance with the Technology Standards.
- e. Ensuring deployments, integration, and testing will not adversely affect existing systems, and to integrate new systems under existing maintenance contracts where applicable.

In cases where a specific system is so specialized that it normally cannot adhere to the hardware, software, infrastructure and operations standards of the Technology Standards, the Contractor shall be directed to work with the Technology Department in exploring all options. If an exception is required, the Contractor will work with the Technology Department to prepare the necessary business case scenarios to receive written concurrence from the Chief Technology Officer.

12 Physical Security Technology Standards Overview

12.1 The Port Authority Standard for Digital Video Recording, Access Control and Alarm Monitoring

The Port Authority has implemented and operates industry-standard commercial-off-the-shelf (COTS) software platforms to support the mission to manage access control and alarm monitoring and CCTV and Digital Video recording technologies.

The Port Authority has long recognized the need for a corporate architecture for its security systems that would allow us to integrate digital video and access control recording compatible technologies the Port Authority-wide. Using these standards will improve our security posture and will permit us to leverage additional operations and business benefits while keeping our operations resources, maintenance and support costs at a minimum.

The standard will also improve:

- a. Access to and the sharing of information from a centralized location
- b. Centralized monitoring of all facilities from an Emergency Operations Center
- c. The operational and cost-effectiveness of adding a variety of modular features to the core systems, such as paging, e-mail, fire systems, facility management, etc.
- d. Alarm notification, response, and acknowledgement
- e. Operational flexibility for facility and Public Safety staff

- f. Single learning curve
- g. Reduce the cost for maintenance and system administration

12.2 Situational Awareness Platform Software

A Situational Awareness Software platform has also been implemented using industry-based COTS applications. This platform is a software application that allows multiple, independently manufactured and installed security, life safety, and building systems to all interoperate under a single, common operating picture, giving a user access to information spreading across multiple systems as if they were all one single system. This “common view” is made even more valuable by the incorporation of powerful, rules-based tools within the system, which allows intelligent linking of seemingly unrelated events into “Situations” that represent patterns of activity that pose a threat to security or site-wide operations.

The objective is to monitor the identity and event data from the various systems, identify incidents and anomalies, and detect trends that could be a threat to our facilities. This platform turns data into actionable intelligence when an incident is detected. The platform has the capability to automatically alert the security operations staff and push the information to security control centers and first responders.

This solution:

- a. Provides a software platform to enable integrating the various electronic systems across all Port Authority sites.
- b. Provides a single software perform solution for situational awareness.
- c. Provides a single system database for reports
- d. Transparent notification of security related events for all Port Authority security systems.

13 Communications Infrastructure Standards Overview

The Port Authority Standard for Communications Infrastructure is Cisco. This applies to all future systems, as well as, upgrades to existing systems. This standard ensures the interoperability of all deployed systems and permits the full integration of systems into PAWANET. In addition, all Cisco equipment either designed in a low bid contract or specified in an RFP must be purchased through the Port Authority’s existing contract, which is administered by the Technology Department and permits the purchase equipment, maintenance and support services.

This standard applies but is not limited to:

- a. Layer 2 and 3 Ethernet switches,
- b. Routers,
- c. Wireless Access Points (WAP),
- d. Mobile Access Routers (MAR),
- e. GIG E (Gigabit Ethernet) switching and networking and
- f. SONET (Synchronous Optical NETwork) equipment.

Deviation from this standard requires the written approval of the CTO.

14 Wireless Technologies Overview

14.1 Wireless Standards

14.1.1 Purpose and Scope

This section references the standard policies and procedures for all wireless devices and technologies

including voice and data capabilities that store, process, transmit or access data. This includes but is not limited to commercial and unlicensed wireless networks and laptops, cellular devices, scanning devices, messaging devices (email devices) and PDAs.

14.1.2 General Policy

Employees will only use Port Authority owned wireless devices to store, process, transmit or access Agency data. Mobile computing devices such as notebooks, iPhones and other handheld computing devices, laptops, special care must be taken to ensure that information is not compromised. Approval is contingent on satisfaction of the requirements for physical protection, access controls, cryptographic techniques, backups, virus protection and the rules associated with connecting to wireless networks.

14.1.3 Personal Area Networks - PAN

PAN technologies are prohibited for transmitting information without encryption.

Bluetooth security alone is unacceptable because it is not encrypted and does not use Federal Information Processing Standardization (FIPS) 140-1/2.

14.1.4 Wireless Local Area Networks - WLANs

14.1.4.1 Overview

Business requirements have arisen throughout various Port Authority locations for the improved use of Wireless LAN technology to facilitate local user mobility. Research performed on the different technologies support the use of Cisco as opposed to various wireless vendors in an attempt to produce a standard that will provide the Port Authority with a secure, robust and scalable solution as WLAN's continue to grow.

In summary, the current Port Authority Wireless LAN standards are based upon IEEE 802.11n draft 2.0 technologies (802.11n is backwards-compatible with existing 802.11a/b/g network adapters.).

The physical infrastructure is now based upon a centralized WLAN architecture that relies upon Cisco wireless bridges, access points, mesh routers, and newly implemented controllers.

Wireless LAN technology is continually developing with rapidly evolving industry standards, government regulations, and vendor products. As a result, the WLAN Standard presented in this document will likely be superseded in the future as the technology and products change.

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current standards for wireless technologies.

14.1.4.2 Best Practice

The following information is industry best practices for wireless hardware implementation used for the Port Authority's deployments, not for wireless device configuration practices.

WLAN Best Practices Add-ons:

- a. Ensure that the Port Authority maintains an up-to-date wireless hardware inventory.
- b. Identify rogue wireless devices via wireless intrusion prevention systems (IPS).
- c. Enable automatic alerts on the wireless IPS.
- d. Perform stateful inspection of connections.
- e. Augment the firewall with a wireless IPS.

- f. Mount AP in location that do not permit easy physical access.
- g. Secure handheld devices with strong passwords.
- h. Enable WPA and WPA2 under ENTERPRISE mode.
- i. Synchronize the AP's clocks to match networking equipment.
- j. Manage remote physical locations of all access points which support an isolated network that needs access to PAWANET for server farms and internet access.
- k. Maintain cryptographic strength range from 128-bits to 256-bits with matching symmetric algorithms AES-128 to AES-256.

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current best practices for wireless technologies.

14.1.4.3 Portable Electronic Devices (PEDs) – Cell Phones, PDAs, messaging devices, laptops and tablets

If a device receives information via a wireless technology, and that device allows that information to be placed directly into the corporate network at the workstation level, then all perimeters and host-based security devices have been bypassed. Therefore, the following procedures apply:

- a. PEDs connected directly to a Port Authority wired network via a hot sync connection to a workstation is not permitted to operate wirelessly at the same time. Wireless solutions could create backgrounds into corporate networks.
- b. IR, Bluetooth and 802.11 peer to peer should be set to “off” as the default setting. Mobile code should be downloaded only from trusted sources over assured channels.
- c. Anti-virus software are required on devices and workstations that are used to synchronize/transmit data, if available. Where not available on a device, disable the synchronization capability or provide server or workstation based handheld anti-virus protection.
- d. PEDs are easily lost or stolen therefore approved file system/data store encryption software is required.
- e. PEDs need to be capable of being erased or overwritten to protect data. If the device is no longer needed and cannot be erased or overwritten, it must be physically destroyed.

14.1.4.4 Cellular and Wireless Email

Cellular and wireless e-mail devices are subject to several vulnerabilities (e.g. interception, scanning, remote command to transmit mode, etc.). Therefore, the following procedures apply:

- a. Must have end-to-end encryption.
- b. PC based redirectors are not allowed as it requires the PC to be active at all times only server based redirectors will be used.
- c. The use of LANS and Wireless transmitters, i.e. Bluetooth etc. by Port Authority personnel using Port Authority equipment is strictly prohibited

14.1.4.5 Responsibilities of Technology Department

- a. Monitor and provide oversight of all Port Authority wireless activities, insure interoperability of wireless capabilities across the Port Authority.
- b. Develop appropriate technical standards for secure wireless and handheld solutions.
- c. Establish a formal coordination process to ensure protection of Port Authority information systems employing wireless technologies.
- d. Review and evaluate wireless technologies, products, solutions that meet Port Authority requirements.
- e. Identify approved monitoring mechanisms for wireless devices to ensure compliance with policy.
- f. Periodically review approved wireless technology standards and procedures to ensure products and solutions remain compliant.
- g. Support risk management activities associated with evaluating wireless services

- h. Act as central coordination point and final approval authority for any exceptions to this policy.
- i. Define or approve acceptable wireless devices, products, services and usage.
- j. Provide immediate consultation to Port Authority units.
- k. Adhere to wireless procedures and standards, establish procedure for reviewing and approving requests for using wireless devices to store, process, or transmit information.
- l. Establish procedures for periodically reviewing approved wireless devices and services to ensure that the business requirement for device/service/system is still valid and meet current Port Authority guidance.
- m. Establish procedures for inventory and control of wireless devices and equipment.
- n. Establish procedures and implementation plans for auditing wireless connections to the network.
- o. Provide user training.

14.1.4.6 *Responsibilities of Wireless and Handheld Device Users*

- a. Coordinate all requests through Technology Department...
- b. Read and follow standards.
- c. Access information systems using only approved wireless hardware, software, solutions and connections.
- d. Take appropriate measures to protect information, network access, passwords and equipment.
- e. Use approved password policy and bypass automatic password saving features.
- f. Use extreme caution when accessing Port Authority information in open areas where non-authorized persons may see Port Authority information (airport lounge, hotel lobby).
- g. Protect Port Authority equipment and information from loss or theft at all times, especially when traveling.
- h. Keep current anti-virus software on devices.
- i. Use appropriate Internet behavior (e.g. approved downloads).
- j. Exercise good judgments in efficient cooperative uses of these resources and comply with current and future standards of acceptable use and conduct at all times.
- k. Report any misuse of wireless devices, services or systems to management.

14.2 Cellular Phone & Wireless Modem

The Port Authority obtains cellular service under governmental contracts. All orders for cellular service or equipment must be placed under those contracts. If the contract service provider cannot meet the requirements, a memorandum requesting approval to obtain cellular service outside of the contracts must be sent to the CTO.

14.3 Technology Mobile Device Policy

14.3.1 Introduction

Mobile devices are a class of handheld computers that currently offer limited functionality with compact size and portability.

To better serve the Port Authority, and to limit the expense of supporting a wide variety of Mobile device hardware and software, the Technology Department supports the use of Apple IOS devices and alternatively, Google Android devices when business functions cannot be satisfied with Apple's iOS platform. All portable computing resources and information media is secured to prevent compromise of confidentiality or integrity while off the Port Authority premises. No computer device may store or transmit non-public information without suitable protective measures being implemented and approved by the Chief Technology Officer.

14.3.2 Software

The current version of Apple IOS and Google Android software are supported.

Any software found to interfere with normal operation must be uninstalled in order to receive support from the Technology Department.

14.3.3 Support

Support for Mobile devices hardware and software is provided by the Technology Department through the Customer Support Desk. The Technology Department will support the physical hardware connection and software to support this connection. No software can be added to company owned mobile devices without Technology Department's assistance and Chief Technology Officer approval.

14.3.4 Acquisition

The Port Authority will purchase Mobile devices for employees with a business need for the mobile device. Employees are responsible for obtaining management approval. The Technology Department also recommends that a protective case (preferably a zippered case) be purchased to reduce damage to the units.

When an employee leaves the Port Authority, the device is returned to the Director's office of their department.

14.3.5 Personal Acquisition

Employees, who purchase their own mobile devices, will not be allowed to connect to the Port Authority corporate network or equipment, unless approved by the Technology Department.

Customer Support Desk personnel will support all Port Authority owned and authorized mobile devices.

14.3.6 Data Security Considerations

Users should carefully consider what type of information they store on their mobile. Extreme caution should be taken when using company confidential data on the mobile units. The risk of unauthorized disclosure of highly sensitive data is very high when data are stored on individual-use electronic devices and media, since these items are easily stolen. The Port Authority policy strictly limits the use of mobile devices under which highly sensitive data may be stored. It further mandates that strict security requirements be met when highly sensitive data must unavoidably be stored on individual-use electronic devices or electronic media.

All mobile devices accessing corporate resources are to be password protected.

14.3.7 Backup

Though it does not happen often, it is possible to lose or damage data that resides on mobile devices. The Technology Department will provide assistance in attempting to recover lost or damage files.

15 Appendices

15.1 Appendix 1 -- Business Resumption Plan (BRP) Document Format

I. PURPOSE

- a. Goals and objectives of plan
- b. Benefits obtained if plan properly implemented

II. SCOPE OF PLAN

- a. Planning assumptions
- b. Facilities and resources included in plan

III. NOMENCLATURE

- a. Recovery terms
- b. Definitions and acronyms

IV. DISASTER SEVERITY DEFINITION

Define level of potential disaster based on impact to critical functions. Explain what degree of operational disruption would constitute each level of disaster:

- a. catastrophic
- b. serious
- c. major
- d. limited

V. OPERATIONS RECOVERY PROCEDURES (Procedures for recovering services)

1. Indicate time frames in which essential operational/business functions must be resumed.
2. Specify sequence of operations recovery events and individuals responsible for activity. Note any specific activities required for particular levels of disaster severity. For example:
 - a. Notifications
 - b. Preliminary evaluation
 - c. Activate operations recovery personnel
 - d. Coordinate with emergency personnel
 - e. Evaluate recovery options and issue directive which details:
 - i. Assigned tasks
 - ii. Project schedule/time frame
 - iii. Coordination required
 - iv. Identify relocation activities, if required
 - v. External/internal status updates

3. Identify items required for backup of critical functions. For example:

- a. Alternate work site
- b. Hardware/software
- c. Personal computers
- d. Necessary software packages
- e. Documentation
- f. Peripherals (printers, modems, etc.)
- g. Databases
- h. Emergency equipment
- i. Communications
- j. Transportation
- k. Supplies
- l. Security
- m. Operations and procedures manuals

VI. OFFICE/FACILITY BUSINESS SITE RESTORATION PROCEDURES

(Procedures for restoring physical facilities)

- a. Identify restoration responsibilities
- b. Assess damage
- c. Develop restoration plan/time frames

VII. BRP UPDATE PROCEDURES

- a. Specify responsibility for updating and communicating BRP changes
- b. Indicate frequency of review/update

15.2 Appendix 2 -- Communication Rooms/Closets Standards

All data communication rooms must be designed with required and estimated space to meet immediate requirements, as well as, future growth.

ENVIRONMENTAL

The following conditions must be met:

- a. Doorways/Entrances must be designed to support at least the minimum space requirements of 90”H x72” Wx60” D.
- b. The room’s cooling capabilities must be sufficient to support the heat dissipation requirements for the equipment. This requirement will be measured in minimum and maximum BTUs powered by AC-powered systems. Equipment specs will be supplied by the Technology Department upon request.
- c. Backup UPS systems are necessary to avoid equipment damage in case of site power failure.
- d. Telco demarcs must be located in a central location with sufficient space to house Telco termination equipment.
- e. The room should be designed with the appropriate fire safety regulations.
- f. Cables trays must also be installed in the communications room ceiling where appropriate, to support the routing of data communications and Telco cables.
- g. Basic 24”W/30”D/84”H cabinets with 19” racks must be installed to house communications equipment such as: routers, switches, hubs, DSUs/CSUs and monitors.
- h. To create more wall space the use of wall mount racks can be installed, however, all wall cabinets must support rear access to the equipment. Appropriate sized plywood must be installed prior to mounting racks.
- i. Category 5e/6 cable must be terminated in wall/rack mounted patch panel.
- j. Fiber patch panel must be installed in fiber IDF panel with SC female interface.
- k. The fiber must be neatly tie wrapped and enclosed in flexible inner-duct.
- l. Telephone access must be installed in the appropriate location to provide for basic troubleshooting and vendor support.
- m. All communications equipment and cabinets must have ample room for easy access and proper ventilation.

15.3 Appendix 3 – Standard Cabling Schemes

- a. Teflon-coated cables will be installed per fire code regulations.
- b. Overhead cable trays and drop post must be installed for cable routing.
- c. Cabling scheme must be used to label and identify all cables. All cables must be neatly tie-wrapped.

FOR RFPs

15.4 Appendix 4 -- Unified Wiring Plan

To satisfy existing and future voice and data communications requirements, while minimizing the need for wiring changes and additions, the Port Authority has adopted the following lateral wiring specifications for all workstations being constructed. This plan is applicable to all Port Authority locations, except when specifically noted.

LATERAL CABLE:

Voice and data telecommunications requirements for each workstation will be provided by a combination of three individual cables, installed between the workstation and the serving telephone closet / intermediate distribution frame (IDF), in a "home run" configuration. All cabling installed will be of plenum type, fire retardant (FEP) rated.

Cable specifications:

Three (3) Cables capable of supporting Category 5e/6 capabilities as outlined in the TIA/EIA-568-B.2 standard. Specifically:

- a. Gauge: 24 AWG Pair
- b. Size: 4
- c. Insulation: Plenum, fire code rating (FEP)

Cable allocations will be as following:

Cable #1: Voice⁷

Cable #2: Data⁸

Cable #3: Data⁹

Technical specs for the Cat 5e/6 cable is as follows.

Frequency	Attenuation dB/100 m max.	Next dB	Attenuation dB/100 m max.	Next dB
1	2	62.3	2.4	62.3
4	4.1	53.2	4.9	53.2
10	6.5	47.3	7.8	47.3
16	8.2	44.2	9.8	44.2
20	9.3	42.7	11.1	42.7
31.25	11.7	39.8	14.1	39.8

⁷ Cable #1 is to be split in the workstation to support 2 telephones.

⁸ 100.0MHz is the speed the PA wants to deliver to the desktop

⁹ 100.0MHz is the speed the PA wants to deliver to the desktop

62.5	17	34.3	20.4	34.3
100	22	32.3	26.4	32.3

	CMR	CMP	CM (Patch)*
Conductor diameter-in. (mm)	.020 (0.52)	020 (0.52)	024 (0.61)
Cable diameter-in. (mm)	.195 (5.0)	165 (4.2)	215 (5.5)
Nominal cable weight-lb./kft. (kg/km)	21 (31)	21 (31)	23 (34.2)
Max. installation tension-lb. (N)	25 (110)	25 (110)	25 (110)
Min. bend radius-in. (mm)	1.0 (25.4)	1.0 (25.4)	1.0 (25.4)

* Patch cables utilize stranded tinned copper conductors

Mutual Capacitance	4.6 nF/100 m nom.	5.6 nF/100 m nom.
DC resistance	9.38 Ohms/100 m Max.	9.09 Ohms/100 m max.
Skew	45 ns/100 m max.	45 ns/100 m max.
	72% nom. Non Plenum	72% nom.
Propagation	72% nom. Plenum	
Input Impedance	100 + 15% 0.7772-100 MHz	100 + 15% 0.772-100MHz
	ISO/IEC 11801	

Pair 1	White/Blue	Blue	Installation	0 degrees C to +50 degrees C
Pair 2	White/Orange	Orange	Operation	-10 degrees C to +60 degrees C
Pair 3	White/Green	Green		
Pair 4	White/Brown	Brown		

15.5 Appendix 5 -- Telephone Closet / IDF Termination Blocks

Lateral Data cabling serving each workstation will be terminated on a CAT5e/6 patch panel (RJ45 face, 110 punch rear) in the telephone closet. For analog phone service, termination is to be on 110 blocks in telephone closet, allowing access to the telephone riser. For data, a patch cord is installed between patch panel and IT device. The patch panel can be mounted on the wall with a wall mount kit or in a rack if one is needed and should be appropriately numbered with the workstation number. The patch panel must be capable of supporting Category 5e/6 the TIA/EIA-568-B.2 standard. The patch panel shall have a swing away faceplate or rack mountable.

NOTE: The Category 5e/6 patch panel should be equivalent to the AMP SL series 110Connect Category 5e/6 patch panel or approved Category 6 patch panel. The number of ports may vary.

Each workstation shall be assigned a unique station identification number.

FOR RFP'S

15.6 Appendix 6 -- Workstation Jacks

Workstations will be equipped with various components of the AMP Communications Outlet system (AMP equivalent can be used with Technology Department's approval). Each workstation will be installed with (1) double-gang jack housing box and matching face plate, capable of securely mounting three Category 5e cables or Category 6 and four modular data connectors, maintaining the integrity of category 5e/ Category 6 capabilities as outlined in the TIA/EIA-568-B.2 standard. All workstation jacks will be wired in accordance with the TIA/EIA-568-B.2 standard. All modular jacks are to be labeled in accordance with the Technology Department number schema.

FOR RFP'S

15.7 Appendix 7 -- Standard Switches Inside the Department

Any switches in the following Cisco series are acceptable (Contractors will consult with the Technology Department to determine the appropriate switch configuration at the time of proposal submission):

- a. Cisco 3000 series – low capacity
- b. Cisco 4000 series – medium capacity
- c. Cisco 5000 series – medium capacity
- d. Cisco 6000 series – high capacity
- e. Cisco Nexus 7000 series – high capacity
- f. Cisco Nexus 9000 series – medium and/or high capacity

FOR RFP'S

15.8 Appendix 8 -- Workstation and Lateral Cable Identification Management

WORKSTATION AND LATERAL CABLE IDENTIFICATION/MANAGEMENT (Facility)

All lateral cabling installed to workstations at the Port Authority Facilities must be designated in accordance with the Port Authority's workstation and lateral cable identification code: This code consists of two elements, as follows:

- a. Room number or department name (acronyms are acceptable).
- b. Workstations (3 numeric digits)

The cable identification code for Workstation 10 in room 3801 at LGA CTB is 3801-010. The cable identification code for Workstation 15 in the Port Authority Automotive shop is Auto-015

15.9 Appendix 9 – Fiber Optic Specification for Network Services – PAWANET

General Scope of Work:

- a. Conduct a walk thru based on the specific Scope of Work for the job in question.
- b. Note that all diagrams and or sketches that may be provided are approximates and not to scale.
- c. All fiber optic cable is to be installed in rigid conduit or, where applicable, in plenum rated flexible inner duct.
- d. Contractor shall furnish and install fiber optic cable as designated in the specific Scope of Work.
- e. Fiber optic cable type for interoffice use shall be loose tube, with aramid yarn water block:
- f. Single mode Fiber – 8.3/125/250-micron diameter (core/cladding/coating) manufactured by General Cable or approved equal.
- g. Fiber optic cable attenuation from the factory, before installation, shall not exceed:
- h. Single mode – 4db per km @ 1310nm/.3 db per km @ 1550nm
- i. All fiber optic cable is to be labeled on each end and at any junction or patch panel with, 28 gauge, 2" wide embossed with $\frac{1}{4}$ " high letters. The labels are to be fastened to the fiber optic cable using sealed wrap around labels or pliable Velcro ties.
- j. Fiber optic cable shall be installed in accordance with the manufacturer's specifications. Any portion of the cable damaged during installation will be repaired or replace by the contractor without any additional cost to the Port Authority of New York New Jersey.

Fiber Optic Terminations:

- a. Fiber optic terminations will use **SC** connectors unless otherwise specified in the Scope of Work.
- b. Fiber optic terminations shall not yield more than 1db per mated (at the bulkhead) connector.

Fiber Optic Testing:

- a. Fiber optic testing shall be performed by the contractor and certified fiber optic technicians.

Fiber optic technicians will be prepared to complete test procedures with the following equipment:

- i. Source and power meter testing to provide optical loss measurements.
- ii. Reference test cables and mating adapters that match the cables to be tested.
- iii. Cleaning materials – lint free cleaning wipes and pure alcohol.
- iv. OTDR test set with the proper launch cables and adapter types.
- v. Power loss testing from both ends.

- b. Fiber optic technicians will perform OTDR test on all terminated fibers unless otherwise noted in the Scope of Work.
- c. Fiber optic test results shall be recorded, and reports provided to the Port Authority in hardcopy and via a readable txt file (PDF or RTF is acceptable).

15.10 Appendix 10 -- Public Telephone Ordering Standards

Technology Department staff is responsible for the management of the permit for public telephone service are available to answer any questions and provide direction for any matter relating to public telephones.

General Standards:

All public telephone requests – that is both coin and non-coin in any Port Authority space or any area of the tenant space – both “public” and “club” locations will be coordinated by the Port Authority to cover both New York and New Jersey.

Process:

When the Facility, Property Manager, tenant or their representative (e.g. designer, architect, general contractor) has a public telephone requirement, they will contact the Technology Department whom will review the request and provide coordination with the appropriate service provider.



THE PORT AUTHORITY OF NY & NJ

Kennedy · Newark Liberty · LaGuardia · Stewart
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Customer Care

Airport Standards Manual



Fifth Edition • July 2008

Port Authority
**Customer
Care**



William R. DeCota
Director

July 2008

To our Airport Partners:

Almost ten years ago, we set out on a journey to improve customer satisfaction at The Port Authority of New York and New Jersey's airports. The foundation of our program continues to be our Airport Standards and I am pleased to share with you this 5th Edition of the Airport Standards Manual—Customer Care Standards that have been developed in cooperation and assistance from you, our Airport Partners.

The overall objective of our Customer Care Program is to improve the customer experience at the Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the ultimate quality our customers' experience.

This updated edition also includes some basic standards for cargo services as a start to evolving a Cargo Care Program. These standards will form the baseline of our performance measurement program under development for the cargo business at our airports. The cargo standards will evolve with the assistance and partnership of our cargo partners as we move forward to measure and monitor performance in all areas of the airport experience.

As a team and airport community, we have made tremendous progress with our customers over the years, as our customers have recognized improvements year over year and have become more delighted and pleased with the services provided by all of us. But improvement only comes with conscientious effort and determination. Through the Customer Care Program, we have offered customer care training to all airport employees; we utilize a bi-weekly mystery shopping program, a semi-annual facility quality assurance inspection program as well as our annual customer satisfaction survey. As we listen to our customers and partners, we seek to implement best industry practices as we jointly develop the "Airport of the Future" using tested and new technologies and comply with ever changing government regulations. This manual is another tool in this toolkit of performance enhancement strategies and I recommend you employ its contents in your daily operation, and ensure that all your employees and contractors are familiar with its guidelines and requirements.

We at The Port Authority of New York and New Jersey want to thank you and the many people who work together at the airports everyday to provide a positive and affirming experience for our customers. With your continued support and our joint commitment, we believe that Customer Care will continue to thrive at our airports.

Sincerely,

Lysa C. Scully
Assistant Director
Customer, Cargo, Concessions & Airport Services
Aviation Department



*Aviation Department
225 Park Avenue South, 9th Floor
New York, NY 10003*

Customer Care

Airport Standards Manual

John F. Kennedy International Airport

Newark Liberty International Airport

LaGuardia Airport

Stewart International Airport

Teterboro Airport

Downtown Manhattan Heliport

Prepared and Published by

The Port Authority of New York & New Jersey – Aviation Department
Customer, Cargo, Concessions & Airport Services Division

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Airport Standards Manual

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual (ASM)—Customer Care Standards for the benefit of all airport customers. The ASM serves as the primary document outlining the customer care and service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards focus on the elements of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by analysis of customer surveys and other customer feedback mechanisms. The Standards fall under three broad categories:

- Customer Care (including cargo);
- Signing and Wayfinding;
- Terminal Planning and Design Standards (Passenger and Cargo Facilities)

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

I. PURPOSE

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the ASM—Customer Care Standards for the benefit of all airport customers. The Port Authority's objective is to maximize utilization of the ASM as one tool to effectively manage customer care.

This ASM defines *Customer Care Standards* and the *Airport Performance Measurement Program*. It is made available to all partners. Hence, it is expected that the Port Authority and all employers on the airports *will strive to meet or exceed these standards*.

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

II. THE STANDARDS

The *Customer Care Standards* focus on the most salient elements of airport services and facilities that impact customer care satisfaction.

Separate publications promulgate several design-related standards, such as:

- "Adequate" or "Sufficient" lighting standards that conform to the **Illuminating Engineering Society of North America (IES-NA) Lighting Handbook, 8th Edition, Section 11** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the **Port Authority Aviation Department Signing and Wayfinding Standards Manual** as well as those areas addressed in this manual.
- All Terminal Planning shall be in conformance with the **Port Authority Aviation Department Terminal Planning and Design Standards**, including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas, Security Checkpoints, Corridors and Walkways, Concessions Locations are subject to **Tenant Alteration Application (TAA) Procedures and Standards Guide** reviews and subsequent addenda.
- All Airport Partners must adhere to the **Airport Rules and Regulations**.

The Customer Care Standards implemented at Port Authority airports are measured and reviewed regularly against best industry practices to gauge the need for changes or augmentation. The measurement process includes, but is not limited to customer surveys, mystery shopping, facility quality assurance evaluations, focus groups and other data gathered for the Port Authority.

This edition of the ASM introduces a set of cargo standards and performance measures for specific areas. Focusing on the areas that most impact our cargo customers, these initial standards will continue to evolve through the assistance and cooperation of our air cargo business partners.

Given that the standards evolve over time, the enumeration and numbering of these standards within the ASM may differ from prior ASM editions due to modifications, additions or deletions of standards. A designation at the end of each of the standards, where applicable, indicating whether the standard is a ***high or routine priority***. ***High priority standards*** typically require capital intensive or long-term solutions or are possible life-safety issues. ***Routine priority standards*** are cleanliness, maintenance or conditional issues that may be immediately remedied via currently available staff and equipment without impeding customers or causing life-safety concerns. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered ***high*** in nature.

III. IMMEDIATE ACTION ITEMS

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

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

If Mystery Shoppers/Q.A. Facility Evaluators witness any of these conditions they will immediately notify the proper airport contacts to call:

- EWR: 973-961-6154
- JFK: 718-244-8158
- LGA: 718-533-3700

Airport Performance Measurement Program (APMP)

I. SERVICE COMMITMENT

The Airport Performance Measurement Program (APMP) provides the framework outlining the process that encourages actions and a commitment to customer care regardless of who provides the service. More specifically, the APMP is designed to:

- 1) Recognize **“Satisfactory”** performance by Partners who continue to improve customer satisfaction.
- 2) Provide a useful management tool to identify to Partners the areas that **“Needs Improvement”**.
- 3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM)—Customer Care Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas.

Commitment to upholding the standards is essential for providing quality customer care. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner’s performance is considered to be **“Satisfactory”** when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

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

II. OBJECTIVES

The overall objective of the APMP is to improve the quality of customer care offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the quality of customer care.

Where the ASM—Customer Care Standards defines good customer care, the APMP defines performance measurement and provides a management tool to recognize **“Satisfactory”** performance and to monitor actions taken to address areas that **“Needs Improvement”**.

By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of the commitment necessary for quality airport customer care.

The APMP also outlines how **“Scorecards”** are developed and explains the method used in periodically determining each Partner’s performance. The Scorecard is the measure of a Partner’s performance in a specific area. The Scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping and quality assurance facility evaluations.

III. METHODOLOGY

This section proposes a general framework for a quantitative strategy to:

- (1) Measure Partners’ performance.
- (2) Provide an objective means for recognizing **“Satisfactory”** performance.
- (3) Monitor actions required by Port Authority staff and Partners in areas that **“Needs Improvement”** that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer care and provides a recommended strategy for assessing Partners’ performance.

To begin with, **Figure 1** briefly illustrates the various steps of the Customer Care process used to develop the ASM Customer Care Standards and to integrate them with the APMP. There are three major components to the development of the APMP:

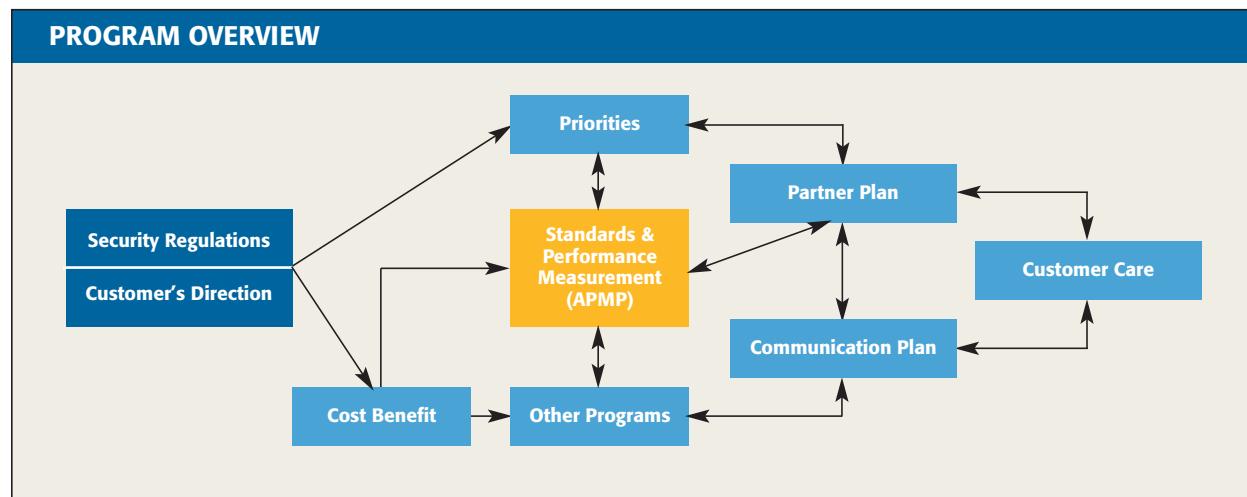


Figure 1

- 1. Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer care management tool. See page 1.
- 2. Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer care through several actions including, but not limited to, Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.
- 3. Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Care Standards, Signing and Wayfinding Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners' performance. By limiting the data measurement tools to a few key sources rather than a multitude of sources that employ different collection techniques and scoring methodologies, the Port Authority and its Partners can focus on a few critical metrics. Mystery shopping, quality assurance facility evaluations, and additional non-survey data collection, all monitor Partners' performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer care:

- 1. Customer Satisfaction Survey**—The annual Customer Satisfaction Survey conducted in the spring (May /June) quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen departing passengers in the gate hold lounges and arrival passengers in the Baggage Claim area, curbside and at AirTrain platform entrances (EWR only) are asked to rate various service and facility attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers assigning a rating of 8 to 10 are deemed to be "highly satisfied." A satisfaction score is obtained by dividing the number of passengers who are highly satisfied with the service/facility by the total number of passengers polled.

2. Mystery Shopping—The mystery shopping is conducted semi-monthly and its report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage "Gap to Acceptability" (defined as the percentage of standards measured that are deemed deficient) is reported for each Partner. This method of data collection provides some measure of Partner performance for all of the service standard categories.

MYSTERY SHOP SUMMARY REPORT					
	Standards Missed	Standards Evaluated	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	56	212	42.33	39	26%
CURBSIDE DEPARTURE	13	44	10.67	8	30%
Overall Cleanliness/ Conditions	7		6.00		
Curbside Departure	13				
Standards of Cleanliness	4				
Standards of Condition	3				
Standards of Functionality	1				
Signs, Directions, and Information	0				
Standards of Employee Attitude, Appearance and Knowledge	5		3.33		

Figure 2

3. Quality Assurance Facility Reports—Quality assurance facility reports, **Figure 3**, provide summarized routine and *high priority* deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of "0" if the standard is met or "1" if it does not meet the standard. *Routine* deficiencies are quick fixes identified with mostly cleaning or management issues, while *high priority* deficiencies are those addressing condition and functionality and are more likely to be capital intensive and/or long term fixes. The high and routine deficiencies identified through quality assurance facility evaluations are then totaled and distributed to all partners for follow up actions.

QUALITY ASSURANCE FACILITY SUMMARY REPORT					
	Standards Missed	Standards Evaluated	Previous Score	High	Routine
TERMINAL	259	1775	100	30	229
CURBSIDE DEPARTURE	13	25	N/A	1	12
Curbside Departure – Terminal B	13			1	12
Standards of Cleanliness	5			0	5
Standards of Condition	6			1	5
Standards of Functionality	2			0	2
Signs, Directions, and Information	0			0	0

Figure 3

4. Additional Data Collection and Partners' Information—This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. Two areas where measurement began in 2008 are as follows:

- Baggage Claim—two separate 4-hour mystery shops are conducted per month at each domestic terminal baggage claim. The mystery shopper records the time of the first bag and the time of the last bag for approximately 9 to 12 flights, at various carousels. Three measurements for each flight are recorded: 1) time on blocks from the DOT website; 2) time of first bag; and 3) time of last bag. Data is tracked by month and quarter for each airline, terminal and airport.
- Check-In—two separate 4-hour mystery shops are conducted per month at each terminal check-in area. The mystery shopper spends approximately one hour at one specific check-in area, and during the course of the mystery shop, evaluates wait times approximately 4-5 varied airline check-in lines at one terminal. Data is tracked by month and quarter for each airline, terminal and airport.
- Taxi Dispatch—mystery shoppers will also develop sampling of wait times at the taxi dispatch stations at arrivals level along the terminal frontages.
- Parking lot exit—mystery shoppers also record the wait time on line at the cashier booth as they exit the parking facility.
- Security Checkpoints and US Entry—Wait or process times are monitored using data collected by DHS at all Port Authority airports.
- Cargo—The first cargo performance measure to be introduced in 2009 will pertain to truck waiting times. Measurements for this program are under development and will rely on partner information.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed semi-monthly and will be supplemented with periodic quality assurance facility evaluations and data collection. These two monitoring sources will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual quality assurance facility reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, quality assurance facility evaluations and/or other data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random quality assurance facility evaluations for cleanliness, condition and functionality based on the ASM—Customer Care Standards. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff quality assurance facility evaluations.

For Port Authority contractors, performance over the entire contract period will be taken into account. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor's scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

IV. SCORECARDS

Scorecards contain an overview of the grading system and the performance targets for several areas. **Performance targets** have been set within each scorecard based on achievable scores from previous surveys, mystery shops or quality assurance facility evaluations (see subsequent section on **Performance target Definitions**). Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established. The Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures, and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target. The measurement of performance for some areas may be based upon one or a combination of measurement sources.

Using these results, the Port Authority can provide recognition for continued high-level **Satisfactory** performance or enact remedial actions (e.g., contract renegotiation or termination) for continued under-performance for areas that **Needs Improvement**.

Figure 4 illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement**.

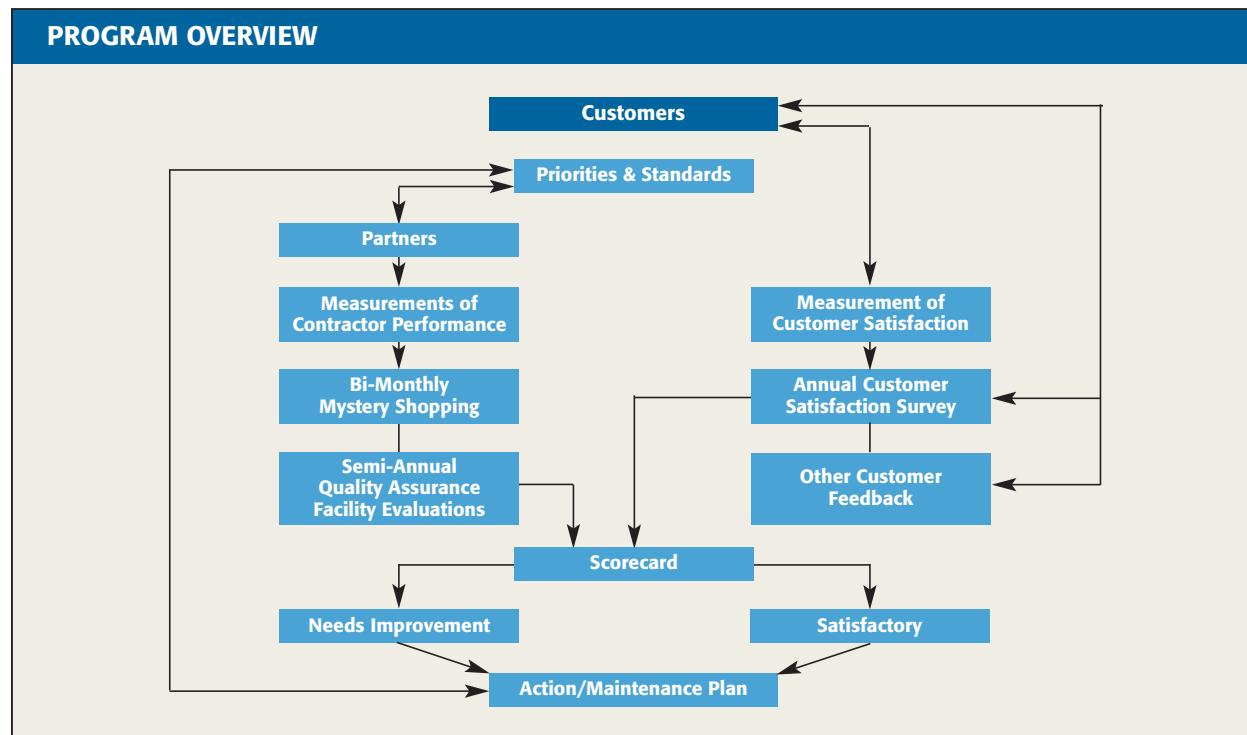


Figure 4

There are two categories of contractors—those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines. In many cases, the Port Authority has the ability to recognize **Satisfactory** performance and also to take appropriate action(s) when performance is rated in **Needs Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of third-party partner's performance.

A. Applicable Airport Elements

The following is a list of existing scorecards measuring courtesy of employees:

- Concessions (retail, food & beverage)
- Security Screening
- Departure Curbside
- Welcome Centers including Customer Care Representatives
- Parking Lot and Garage Services
- Taxi Dispatch
- On Airport Bus

The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:

Concessions (retail, food & beverage)	Taxi Dispatch Service
Flight Check-in Areas	AirTrain Stations/Vehicles
Parking Lots and Garage Services	On-Airport Bus
Gate Lounges	Restrooms
Security Screening	Corridors/Walkways/Elev./Escal.
Departure Curbside	Arrival Curbside
Baggage Claim Area	Welcome Centers

The following is a list of wait or process times and what functions they are collected for:

Bag Claim	Taxi Dispatch Service
Check-in	Parking Lot Exit
TSA Security Checkpoint	CBP US Entry

B. Performance Target Definitions

The **Performance Target Definition** for Customer Satisfaction and Mystery Shopping that appears in each Scorecard is uniformly calculated for any airport element being evaluated:

- **Customer Satisfaction Performance Target (Range)**

It is based on the average of the highest departure passenger satisfaction score from each airport for the airport element being evaluated. This average serves as the highest value of the performance target range. By subtracting 5 percentage points from the upper bound, we obtain the lowest value of the range. The Performance Target will never be more lenient (lower) than the prior year's target range.

- **Mystery Shopping Performance Target**

It is based on a rolling 6-month average of the mystery shopping deficiency counts for a given airport element from each airport. The lowest deficiency count for each airport is then averaged to become the Performance Target. The Performance Target will never be more lenient (higher) than the prior year's target.

The **Performance Target Definition** for the Quality Assurance Facility Evaluation varies depending on the airport element measured.

- **Quality Assurance Performance Target**

It is based on the average number of deficiencies allowable per measurement unit. It is calculated as a ratio of the number of deficiencies to number of units across all terminals or applicable areas at the airports. The Performance Target will never be more lenient (higher) than the prior year's target.

The measurement unit and allowable deficiencies varies by the airport element being evaluated and are subject to change. The current unit definitions are listed below:

- Restrooms: Fixtures (toilet stalls, urinals and sinks). *One deficiency allowable for approximately every 8 fixtures.*
- Gates: Square footage. *One deficiency for approximately every 8,400 sq. ft. of gate space.*
- Flight Check-in Area: Square footage. *One deficiency for approximately every 2,700 sq. ft. of check-in space.*
- Concessions: Square footage. *One deficiency for approximately every 1,400 sq. ft. of concessions space.*
- Screening Area: Number of security lanes. *One deficiency for approximately every 2 security lanes within the screening area.*

- Baggage Claim: Square footage. *One deficiency for approximately every 4,400 sq.ft. of baggage claim space.*
- Departure Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of departure curbside space.*
- Arrival Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft of arrival curbside space.*
- Corridors/Walkways/Elevators/Escalators: Number of Corr/WW/Elev/Escal. *One deficiency for approximately every 3 Corridor/Walkway/Elevator/Escalator units.*
- Welcome Centers: Number of Welcome Centers. *1.5 deficiencies per Welcome Center.*
- Parking Lot and Garage Services: Number of parking spaces at lots/garages. *One deficiency allowable for approximately every 340 parking spaces.*
- Taxi Dispatch Service: Number of taxi dispatches. *Two deficiencies for each taxi dispatch booth.*
- On-Airport Buses: Number of buses in operation during peak periods. *One deficiency per bus.*
- AirTrain Stations: Square footage. *One deficiency allowable for approximately every 4,600 sq. ft. of station area.*
- AirTrain Vehicles: Number of vehicles in operation during peak periods. *One deficiency for every 12 vehicles.*

For all three monitoring tools (Customer Satisfaction, Mystery Shopping and Quality Assurance Facility Evaluation) the Actual Performance is compared against the Performance Target. If the Actual Performance is THE SAME OR BETTER than the Performance Target, the result is **Satisfactory**. If the Actual Performance is WORSE than the Performance Target, the result is **Needs Improvement**.

C. Scorecards Descriptions & Methodology

- A Sample **Needs Improvement** Scorecard [**Figure 5**]

2007 PERFORMANCE MEASUREMENT SCORECARD—GATE AREA																					
Terminal XYZ – Airport Y																					
Gates	Gate Sq. Ft.	Avg. Mvmt. Per Day	Avg. Mvmt. Per Gate Per Day	Outbound Pax. 12 Months Ending June 2007	Avg. Sq. Ft. Gate Area	Sq. Ft. Average Daily Pax	IATA Level of Service														
38	43,500	457	13	6,949,150	1,145	2.3	F														
		Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)															
		Overall		Condition		Standards Missed - All Items															
Timeframe	Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007																
Actual Score	38		4		51																
Performance Target (PT)	53-58		2		29																
Specific Results	Needs Improvement		Needs Improvement		Needs Improvement																
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 1% point, remaining at Needs Improvement</p> <p><u>Mystery Shopping Deficiencies</u> increased 1 point, remaining at Needs Improvement</p> <p><u>Quality Assurance Deficiencies</u> unchanged, remaining at Needs Improvement</p>																				
Notes/Recommendations																					
<ul style="list-style-type: none"> • Cleaning up the terminal/gate areas, improving/upgrading facilities, offering more comfortable seating, a larger gate area to reduce crowding, more frequent updates when there are delays, better lighting, more WiFi connections, more electrical outlets and more entertainment options are all key items that air passengers say needs attention in order to improve their rating of the terminal. Comfortable seating, cleanliness/condition of the gate area and concessions offerings near the gate area are rated lower than other gate elements, more so among business travelers. 																					
<ul style="list-style-type: none"> • Remove heavy accumulation of dust at ceiling vents/fixtures, everywhere. More frequent cleaning of gate areas needed, especially during peak times (paper/food/ debris/residue on floor/seats, windows smeared/smudged and debris on window sills at many gates, phones have adhesive residue and dust -- C9 phone bank damaged). 																					
<ul style="list-style-type: none"> • Replace all damaged and/or missing ceiling tiles (present at most gates), ceiling damaged at A2, D10, HVAC cover damaged at C3). Repair scuffed/scratched/scraped/ gouged walls/columns/doors in all concourses (e.g., wall vinyl curling/damaged at A7/ B1/ B3/C2/D1 outlet covers missing at A6, walls gouged at A1). 																					
<ul style="list-style-type: none"> • Clean carpet in all gate hold areas to remove stains; also repair torn/worn/damaged carpet/floor at A2/A3 – trim strip missing, A7 – carpet taped and matted, stairs worn at B5A, B7 & B8. 																					
<ul style="list-style-type: none"> • Some seating torn at A5-6, B1, B2, B7, C2, C4-6, D2, D6. Counters/podiums chipped/worn at most gates, some also have adhesive residue (graffiti on C5 jetway counter). 																					
<ul style="list-style-type: none"> • Many non-working ceiling lights and/or missing light covers (e.g., A1, B4, C1-3, C5-6, C11). Lighting insufficient relative to IES standards at gates A5, B1-3, C10-11, D1-10. 																					

Figure 5

- A Sample **Satisfactory** Scorecard [Figure 6]

2007 PERFORMANCE MEASUREMENT SCORECARD—DEPARTURE CURBS																	
Terminal ABC																	
#Curbside Check-in Locations	Outbound Domestic Passengers 12 Months Ending June 2007		Outbound International Passengers 12 Months Ending June 2007		Curbside												
Counter/Podium Stations	%	Total #	%	Total #	Total Sq. Ft.	Length	Width										
4	41%	1,029,798	59%	1,494,324	25,650	855	30										
OTHER INFORMATION																	
	Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)												
	Condition/Cleanliness		Courtesy	Condition	Standards Missed												
Timeframe	Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007												
Actual Score	62		1	2	13												
Performance Target (PT)	60-65		1	3	17												
Specific Results	Satisfactory		Satisfactory	Satisfactory	Satisfactory												
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 5% point, remaining Satisfactory.</p> <p><u>Mystery Shopping Deficiencies</u> changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory.</p> <p><u>Quality Assurance Deficiencies</u> increased 5 points, remaining Satisfactory.</p>																
Notes/Recommendations																	
<ul style="list-style-type: none"> • Passengers tell us that reducing the traffic congestion at the curbside is one way to improve their ratings of the terminal. International and leisure travelers are more satisfied with their departure curbside experience than others. 																	
<ul style="list-style-type: none"> • On most occasions, skycaps are attentive and offered a warm, friendly greeting, but on two occasions they were inattentive and unfriendly. 																	
<ul style="list-style-type: none"> • Roadways and walkways stained (also gum on walkways) and cracked in places. Terminal entry doorways had residue at bottom and small glass and frames are chipped/scratched. Windbreaker at doorway #3 needs cleaning; broken glass near doorway #2. 																	
<ul style="list-style-type: none"> • Skycap counters have adhesive residue and are scratched. 																	

Figure 6

The Scorecards are created by the Aviation Department based on the information obtained through various measurement sources. The top portion of the Scorecard presents background information for the particular airport element being evaluated, providing a backdrop to better understand the airport environment that existed during the measurement cycle. The middle portion of the Scorecard presents current and trended ratings for the airport element being evaluated for the period under review. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. The bottom portion of the Scorecard highlights specific areas that should be addressed via capital planning improvements, customer care training programs, and discussions with contractor management regarding performance review and enhancement. Below is a description of how the targets are set for each of the measurement methods and interpretation of the results.

- **Customer Satisfaction Survey:** The customer satisfaction survey is conducted annually. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 53-58 percent. The gate areas (38%) are deemed unacceptable because its score is not within the acceptable range, thereby receiving a classification of **Needs Improvement**. **Figure 6** illustrates a scorecard in which all targets have been met or exceeded (62 is within the range 60-65) and therefore performance is rated as **Satisfactory**.
- **Mystery Shopping:** Mystery Shopping is performed semi-monthly, with each terminal being shopped twice per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops (i.e., deficiencies). The lower the number missed, the better the score. Each functional area's score for the six-month period preceding the issuance of the scorecard constitutes its "rolling average." The lowest "rolling average" score in each functional area from each airport is averaged to obtain the **Performance Target** score. To be considered Satisfactory, the area must equal or fall below the target. In **Figure 5**, the deficiencies (4) exceeds the Performance Target (2), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies for courtesy and condition (1 and 2, respectively) are equal to or less than the Performance Targets (1 and 3, respectively) and are deemed **Satisfactory**.
- **Quality Assurance Facility Evaluations:** The quality assurance facility evaluation is performed semi-annually. The scoring for the quality assurance facility evaluation is based on the number of standards missed (i.e., deficiencies). Much like mystery shopping, the goal is to have the lowest score possible. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement (for detailed information, please refer to the prior section entitled "**Quality Assurance Performance Target**"). By taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria, we calculate the quality assurance facility evaluation **Performance Target** score. This provides a pro-rated score that is applied to each terminal or location to assess its performance relative to the rest of the airports. The total number of deficiencies is summed and divided by the total number of units across the airports providing a "per unit" number of acceptable deficiencies. This score is then multiplied by the number of units per functional area to determine the target number (upper limit) of deficiencies. In **Figure 5**, the deficiencies (54) exceeds the **Performance Target** (29), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies (13) falls under the Performance Target (17) and is deemed **Satisfactory**.

1.0 - Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees. **All standards in this section are high priority.**

Standards of Employee Attitude, Appearance, Awareness and Knowledge

All employees will meet or exceed the following standards:

1.1 Attitude, all employees shall:

- 1.1.1 Greet all customers in a friendly and professional manner.
- 1.1.2 Address customers proactively—be friendly and approachable—anticipate customer's needs. Customers and passengers shall not have to initiate contact.
- 1.1.3 Display a smile and eye contact towards passengers and fellow employees at all times.
- 1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.5 Be capable of communicating clearly when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and a pleasant tone of voice with customers and fellow employees.
- 1.1.8 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.
- 1.1.9 Focus on customers and not gather in a group to chat while on duty.
- 1.1.10 Not eat, drink, (including alcoholic beverages), chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- 1.1.11 Assure that the customers' needs are met by providing or calling for the appropriate services.
- 1.1.12 Not nap or sleep while on duty or in a public area.
- 1.1.13 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

1.2 *Appearance, all employees shall:*

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

1.3 *Awareness, all employees shall:*

- 1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.
- 1.3.2 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.
- 1.3.3 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.
- 1.3.4 Ensure that all AOA doors and gates are closed properly after each use.
- 1.3.5 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
- 1.3.6 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.
- 1.3.7 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
- 1.3.8 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.
- 1.3.9 Report any item or area that is in need of repair to the appropriate airport representative.
- 1.3.10 Report any alarm for security or fire to the Port Authority Police or other law enforcement personnel through the appropriate airport protocol.
- 1.3.11 Report the illegal solicitation of ground transportation services by unauthorized personnel ("Hustlers") to the Port Authority Police.

1.4 *Knowledge, all employees shall:*

- 1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- 1.4.2 Convey accurate information using clear and understandable terms.
- 1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
- 1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.
- 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)
- 1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

2.0 - Curbside

Curbside General Requirements

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Smoking receptacles shall be readily available on the curbside. {R}
- c) Skycap service shall be readily available where applicable. {R}

2.1 Standards of Cleanliness

- 2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}
- 2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}
- 2.1.3 All glass shall be clean and free of streaks and smudges. {R}
- 2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}
- 2.1.6 Walls shall be clean and free of graffiti. {R}
- 2.1.7 Curbside check-in counters and self-service check-in kiosks shall be clean and organized, free of debris and baggage tape and without visible damage. {R}
- 2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}
- 2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

2.2 Standards of Condition

- 2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}
- 2.2.2 Entrance and exit doors shall be maintained in good working order. {R}
- 2.2.3 All glass shall be in good condition with no visible damage. {R}
- 2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}
- 2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

- 2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}
- 2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}
- 2.2.10 Snow and ice shall be removed from walkways and roadways. {H}
- 2.2.11 Roadways shall be well maintained and free of potholes. {R}

2.3 *Standards of Functionality*

- 2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}
- 2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}
- 2.3.3 Public address systems shall be clear and audible. {R}
- 2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}
- 2.3.5 All doors shall operate properly. {R}
- 2.3.6 All curbside computer equipment shall be in good working order. {R}
- 2.3.7 All baggage conveyor belts and curtains shall be in good working order with no visible broken parts. {R}

2.4 *Signs, Directions, and Information*

- 2.4.1 Directional signs shall be visible, legible and accurate. {R}
- 2.4.2 Signs shall clearly indicate the location of services. {R}
- 2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}
- 2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.0 - Flight Check-In Areas

Flight Check-In Area General Requirements

- a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}
- b) Trash receptacles shall be available in the airline check-in areas. {R}
- c) Flight Information Display Systems should be provided. {R}

3.1 Standards of Cleanliness

- 3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}
- 3.1.2 Workspaces shall always appear uncluttered and organized. {R}
- 3.1.3 Seating shall be clean and free of stains. {R}
- 3.1.4 Windowsills shall be free of dust and debris. {R}
- 3.1.5 Windows shall be free of streaks and smudges. {R}
- 3.1.6 Wastebaskets shall be clean and not overflowing. {R}
- 3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}
- 3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 3.1.9 Floors shall be dry, free from spills and water. {H}
- 3.1.10 Ceilings shall be clean and free of dust. {R}
- 3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}
- 3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

3.2 Standards of Condition

- 3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}
- 3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}
- 3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}
- 3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}
- 3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}
- 3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}
- 3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}
- 3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 3.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 3.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}
- 3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}
- 3.2.13 Heating and air conditioning units shall be in good working condition. {R}
- 3.2.14 Stanchions, ropes and, "tensa barriers" shall be well maintained and in good repair. {R}
- 3.2.15 Employees' personal belongings shall not be visible to customers. {R}

3.3 Standards of Functionality

- 3.3.1 Flight Information Display System (FIDS) monitors shall be in working order. {R}
- 3.3.2 Telephones shall be in working order. {R}
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Terminal Ticket Counter – 45-foot candles. {R}

- 3.3.4 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}
- 3.3.5 Public address system shall be clear and audible in the check-in area. {H}
- 3.3.6 All baggage conveyor belts shall be in working order with no visible broken parts. {R}
- 3.3.7 All self-service kiosks shall be in good working order with no visible broken parts. {R}
- 3.3.8 Check-in wait time shall not exceed ten (10) minutes during peak periods. {R}

3.4 Signs, Directions, and Information

- 3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}
- 3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}
- 3.4.4 Customers shall be informed in a timely manner of flight delays via Flight Information Display Systems (FIDS), through appropriate public announcements and other e-methods used by the industry. {R}

4.0 - Walkways/Corridors/Elevators/Escalators

4.1 Standards of Cleanliness

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

4.2 Standards of Condition

- 4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 4.2.2 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 4.2.3 All light fixtures shall be in working order with no visible broken parts. {R}
- 4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}
- 4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}
- 4.2.6 Elevator button lights and switches shall be in good condition. {R}

- 4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}
- 4.2.8 Water fountains shall have no visible broken parts. {R}
- 4.2.9 Corridors and walkways shall be free of obstructions. {R}
- 4.2.10 Heating and air conditioning units shall be in working order. {R}
- 4.2.11 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

4.3 *Standards of Functionality*

- 4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}
- 4.3.2 Elevator button lights and switches shall be operational. {R}
- 4.3.3 Public address system shall be in working order and audible from all areas. {H}
- 4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles. {H}

- 4.3.5 Water fountains shall be in good working order. {R}

4.4 *Signs, Directions, and Information*

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

5.0 - Passenger and Baggage Screening Areas

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

5.1 *Standards of Cleanliness*

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

5.2 *Standards of Condition*

- 5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}
- 5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}
- 5.2.6 Ceilings shall be free from stains and broken tiles. {R}
- 5.2.7 Sign frames, holders and stands shall be in good condition. {R}
- 5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}
- 5.2.9 Employee's personal belongings shall not be visible to customers. {R}

5.3 *Standards of Functionality*

- 5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery, bins and aids shall be maintained and in working order. {H}
- 5.3.2 Stanchions, ropes and “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}

5.4 *Departure Screening Wait Times*

- 5.4.1 Queue time at the departing passenger screening areas on average shall not exceed ten (10) minutes. {H}
- 5.4.2 Queue time for passengers at the departing baggage screening areas on average shall not exceed ten (10) minutes. {H}

5.5 *International Arrivals Clearance Wait Times*

- 5.5.1 The United States Customs and Border Protection (CBP) has established one (1) hour, including wait time, as a standard for clearing formalities for passengers going through primary process. {H}

5.6 *Signs, Directions, and Information*

- 5.6.1 Internal notices shall not be displayed in public areas. {R}
- 5.6.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 5.6.3 Clear, visible and accurate signing shall be place at key decision points and consistent with Port Authority Signing and Wayfinding Standards. {R}
- 5.6.4 Only approved regulatory signs shall be used. {R}

6.0 - Restrooms

Restrooms General Requirements

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

6.1 Standards of Cleanliness

- 6.1.1 Floors shall be free of debris and stains and appear clean. {R}
- 6.1.2 Floors shall be dry, free of spills or water. {H}
- 6.1.3 Unpleasant odors shall not be detected. {R}
- 6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}
- 6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}
- 6.1.6 Entranceways and doors shall be clean and free of debris. {R}
- 6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}
- 6.1.8 Urinals shall be clean and free of debris. {R}
- 6.1.9 Tiles and walls shall be clean. {R}
- 6.1.10 Soap dispensers shall be clean and free of soap scum. {R}
- 6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}
- 6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 6.1.13 Sanitary dispensers shall be clean. {R}
- 6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

- 6.1.15 Baby changing stations shall be clean. {R}
- 6.1.16 All walls, doors and partitions shall be clean. {R}
- 6.1.17 Ceilings shall be clean and free of dust. {R}
- 6.1.18 Countertops shall be clean and free of debris and pooling water. {R}

6.2 *Standards of Condition*

- 6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}
- 6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}
- 6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}
- 6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}
- 6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}
- 6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}
- 6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}
- 6.2.8 Soap dispensers shall be in good condition. {R}
- 6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}
- 6.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}
- 6.2.12 Trash and sanitary receptacles shall be in good condition. {R}
- 6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}
- 6.2.14 All walls, doors and partitions shall be free of graffiti, scratches and peeling paint. {R}
- 6.2.15 Ceilings shall be free of cracks and stains. {R}

- 6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}
- 6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

6.3 *Standards of Functionality*

- 6.3.1 Public address system shall be clear and audible in the restroom areas. {H}
- 6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}
- 6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Restrooms – 23 foot-candles. {H}
- 6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}
- 6.3.5 Toilets and urinals shall be in working order. {H}
- 6.3.6 Door locks and latches shall be in working order. {H}
- 6.3.7 Sink drains and faucets shall be in working order. {R}
- 6.3.8 Baby changing stations shall be in working order. {H}
- 6.3.9 Sanitary dispensers shall be filled and in working order. {R}
- 6.3.10 Soap dispensers shall be in working order and have soap available. {R}
- 6.3.11 Unpleasant odors shall not be detected. {R}

6.4 *Signs, Directions, and Information*

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

7.0 - Gate Areas

Gate Areas General Requirements

- a) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}
- b) Public address system shall be available in every gate area. {R}
- c) Flight Information Display Systems shall be available in or around the gate areas. {R}

7.1 Standards of Cleanliness

- 7.1.1 Seating shall be clean and free of debris and stains. {R}
- 7.1.2 Windowsills shall be free of dust and debris. {R}
- 7.1.3 Windows shall be clean and free of streaks and smudges. {R}
- 7.1.4 Trash receptacles shall be clean and not overflowing. {R}
- 7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}
- 7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 7.1.7 Floors shall be dry, free of spills or water. {H}
- 7.1.8 Ceilings shall be clean and free of dust. {R}
- 7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}
- 7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}
- 7.1.11 Heating and air conditioning units shall be clean and dust free. {R}
- 7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}
- 7.1.13 Counters/podiums and kiosks shall be clean, uncluttered and free of debris. {R}
- 7.1.14 Advertising and display areas shall be clean and free of debris. {R}

7.2 Standards of Condition

- 7.2.1 Seating shall be free of rips, tears and broken parts. {R}
- 7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}
- 7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

- 7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}
- 7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}
- 7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 7.2.7 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 7.2.8 All light fixtures shall be in working order with no visible broken parts. {R}
- 7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}
- 7.2.10 Heating and air conditioning units shall be in good working condition. {R}
- 7.2.11 Stanchions, ropes and “tensa-barriers” shall be in good working condition, with no visible damage or broken parts. {R}
- 7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

7.3 Standards of Functionality

- 7.3.1 The Public Address System shall be clear and audible at all times. {H}
- 7.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Gate Areas – 38 foot-candles. {H}
- 7.3.3 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}
- 7.3.4 Telephones shall be in working order. {R}
- 7.3.5 Television monitors shall be clear, visible and in good working condition. {R}
- 7.3.6 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

7.4 Signs, Directions, and Information

- 7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}
- 7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.4.3 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

8.0 - Retail Services

8.1 *Standards of Cleanliness*

- 8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}
- 8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 8.1.3 Glass windows and display cases shall be clean. {R}
- 8.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}
- 8.1.5 All walls and columns shall be clean. {R}
- 8.1.6 Ceilings shall be clean and free of dust. {R}
- 8.1.7 Sales and cashier areas shall appear neat, organized and clean. {R}
- 8.1.8 Heating and air conditioning units and vents shall be clean and free of dust. {R}
- 8.1.9 Television monitors shall be clean and free of dust. {R}

8.2 *Standards of Condition*

- 8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 8.2.3 Entranceways shall be in good condition, free of marks, scratches or any visible damage. {R}
- 8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}
- 8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 8.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}
- 8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}
- 8.2.10 Stock shall be stored out of view of customers and stored within one (1) hour of delivery. {R}

- 8.2.11 Ceilings shall not be stained or have any broken tiles. {R}
- 8.2.12 Employees' personal belongings shall not be visible to customers. {R}
- 8.2.13 Heating and air conditioning units shall be in good working order. {R}
- 8.2.14 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}

8.3 *Standards of Functionality*

- 8.3.1 In the event of flight delays, essential services shall remain open for passengers in the terminal after normal business hours. {H}
- 8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles.** {H}
- 8.3.3 Music system shall be in a clear and audible working condition with appropriately set volume level. {H}
- 8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}
- 8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

8.4 *Signs, Directions, and Information*

- 8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}
- 8.4.2 Operators shall prominently display "Street Pricing" signing. {R}
- 8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}
- 8.4.4 Tip receptacles are not permitted. {R}
- 8.4.5 Hours of operations shall be prominently displayed and fully observed. {R}
- 8.4.6 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}
- 8.4.7 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

- 8.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}
- 8.4.9 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}
- 8.4.10 When a retail outlet is closed for unscheduled reasons, appropriate signs shall be posted advising customers of the nearest, similar operating retail outlet. {R}
- 8.4.11 There shall be no unauthorized postings. {R}
- 8.4.12 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

8.5 Standards of Retail Employees

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

- 8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}
- 8.5.2 Employees shall always offer customers a receipt and say "thank you" or an appropriate pleasant closing. {R}
- 8.5.3 Employees shall always give correct change. {R}
- 8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}
- 8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 8.5.6 Any complaints shall be dealt with promptly. {R}
- 8.5.7 Employees shall have appropriate knowledge of items being sold. {R}
- 8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

8.6 Standards of Product

- 8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}
- 8.6.2 Merchandise shall be attractively displayed. {R}
- 8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}
- 8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}
- 8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}
- 8.6.6 All prices shall be clearly displayed. {H}
- 8.6.7 No items shall remain on shelves past expiration dates. {R}
- 8.6.8 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}
- 8.6.9 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

9.0 - Food & Beverage Services

9.1 *Standards of Cleanliness*

- 9.1.1 All areas in the establishment shall be clean and well maintained. {R}
- 9.1.2 Debris shall be removed from tables and counters within two minutes. {R}
- 9.1.3 Area shall be free of unpleasant odors. {R}
- 9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 9.1.5 Entranceways and frames shall be free of smudges, dirt and grime. {R}
- 9.1.6 Ceilings shall be clean and free of dust. {R}
- 9.1.7 Glass windows and display cases shall be clean. {R}
- 9.1.8 All food used for display purposes shall be changed regularly. {R}
- 9.1.9 Sales and cashier areas shall appear organized and clean. {R}
- 9.1.10 Tray slides shall be clean. {R}
- 9.1.11 Trays shall be sanitized after every use. {H}
- 9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}
- 9.1.14 All visible cooking equipment shall be clean. {R}
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 9.1.16 Heating and air conditioning units and vents shall be clean and free of dust. {H}
- 9.1.17 Television monitors shall be clean and free of dust. {R}

9.2 *Standards of Condition*

- 9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}
- 9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 9.2.3 Entranceways and frames shall be in good condition, free of marks, scratches or any visible damage. {R}
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}
- 9.2.6 Ceilings shall be free of stains and broken tiles. {R}
- 9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}
- 9.2.8 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}
- 9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}
- 9.2.11 Employees' personal belongings shall not be visible to customers. {R}
- 9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}
- 9.2.13 Television monitors shall be clear, visible and in good working condition. {R}

9.3 *Standards of Functionality*

- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}
- 9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candles**. {H}
- 9.3.3 Music system shall be clear and audible with appropriately set volume level. {H}

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

9.4 Signs, Directions, and Information

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators shall prominently display "Street Pricing" signing. {R}

9.4.3 Tip receptacles are not permitted. {R}

9.4.4 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.5 Hours of operations shall be prominently displayed and fully observed. {R}

9.4.6 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.7 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.9 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.10 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.11 There shall be no unauthorized postings. {R}

9.5 Standards of Food and Beverage Employees

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

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and "thank you" or an appropriate pleasant closing. {R}

- 9.5.3 Employees shall always give correct change. {R}
- 9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}
- 9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}
- 9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 9.5.7 Any complaints shall be dealt with promptly. {R}

9.6 Standards of Product

- 9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}
- 9.6.2 Menus shall be well designed, clean and display the correct prices. {R}
- 9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}
- 9.6.4 No items shall remain on shelves past expiration dates. {H}
- 9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}
- 9.6.6 Hot food shall be delivered hot and cold food shall be delivered cold. {R}
- 9.6.7 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

10.0 - Baggage Claim

Baggage Claim General Requirements

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Public Address System (PAS) shall be available. {H}
- c) Information display on baggage belt shall be available. {R}

10.1 Standards of Cleanliness

- 10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}
- 10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}
- 10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}
- 10.1.5 Ceilings shall be clean and free of dust. {R}
- 10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}
- 10.1.7 Seating shall be clean and free of stains. {R}
- 10.1.8 Windowsills shall be free of dust and debris. {R}
- 10.1.9 Windows shall be clean and free of streaks and smudges. {R}
- 10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}
- 10.1.11 Conveyor curtains shall be clean and free of dirt and debris. {R}

10.2 Standards of Condition

- 10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 10.2.4 Heating and air conditioning units shall be in good working condition. {R}
- 10.2.5 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

- 10.2.6 Seating shall be free of rips, tears and broken parts. {R}
- 10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}
- 10.2.8 Windows shall be in good condition, free of scratches or marks. {R}
- 10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 10.2.11 All light fixtures shall be in working order with no visible broken parts. {R}
- 10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}
- 10.2.13 Conveyor curtains shall be in good condition free of rips, tears and broken parts. {R}

10.3 Standards of Functionality

- 10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}
- 10.3.2 The Public Address System shall be clear and audible. {H}
- 10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}
- 10.3.4 Television monitors shall be in good working condition. {R}
- 10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles.** {H}
- 10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}
- 10.3.7 Speed of arrival baggage delivery shall be consistent with industry practice ;and may vary depending on load factors, where the aircraft is parked (terminal gate or remote parking location), domestic or international flights but in all cases baggage delivery shall not exceed:
 - For all aircraft, the first bag shall be delivered within fifteen (15) minutes after block time or after the first passenger arrives in the baggage claim area. {H}
 - For narrow-body aircraft, the last bag shall be delivered within thirty (30) minutes after block time. {H}
 - For wide-body aircraft, the last bag shall be delivered within fifty (50) minutes after block time. {H}

10.3.8 Accuracy of baggage delivery shall not exceed monthly average of mishandled baggage as published by the US DOT Air Travel Consumer Report. {H}

10.4 *Signs, Directions, and Information*

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.0 - Ground Transportation & Welcome Centers

11.1 Standards of Cleanliness

Welcome Centers

- 11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}
- 11.1.2 Computers and monitors shall be clean and free of dust. {R}
- 11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}
- 11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

On-Airport Bus Services

- 11.1.5 All vehicle lighting shall be clean and free of debris. {R}
- 11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.7 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}
- 11.1.10 Seating shall be clean and free of graffiti. {R}

Permittee Services

- 11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.12 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}
- 11.1.14 Seating shall be clean and free of graffiti. {R}

Bus Shelters

- 11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.16 All bus shelter interiors shall be clean and free of debris. {R}
- 11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}
- 11.1.19 Seating shall be clean and free of graffiti. {R}
- 11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}
- 11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

11.2 Standards of Condition

Welcome Centers

- 11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 11.2.2 Computers and monitors shall be in good working condition. {R}
- 11.2.3 All telephones, including self-service phones shall be in good condition. {R}
- 11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}
- 11.2.5 Employee's personal belongings shall not be visible to customers. {R}

Airport Bus and Permitee Services

- 11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}
- 11.2.7 Vehicular body damage shall be repaired promptly. {R}
- 11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

- 11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}
- 11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}
- 11.2.11 Employee's personal belongings shall not be visible to customers. {R}
- 11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

Permittee Services

- 11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}
- 11.2.14 Vehicle interiors shall be in good condition. {R}
- 11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}
- 11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

Bus Shelters

- 11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}
- 11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}
- 11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

11.3 Standards of Functionality

Welcome Centers

- 11.3.1 All customer care representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}
- 11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}
- 11.3.3 All buses must be equipped with automated recording announcements or the bus drivers must make audible announcements of the airport terminal or bus stops. {H}
- 11.3.4 Computers and monitors shall function properly, {R}
- 11.3.5 All telephones, including self-service telephones, shall function properly. {R}

On-Airport Bus Services

- 11.3.6 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.7 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.8 Doors shall operate properly and easily. {H}
- 11.3.9 Waiting time during peak periods shall not exceed fifteen (15) minutes. {R}
- 11.3.10 Public Address systems and announcements shall be clear audible, and up to date. {R}
- 11.3.11 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

Permittee Services

- 11.3.12 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.13 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.14 Only authorized permittees shall make pick-ups at designated areas. {R}

11.4 Signs, Directions and Information

Welcome Centers

- 11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.2 Welcome Center waiting area shall be clearly identified. {R}
- 11.4.3 All transportation information shall be accurate and up to date. {H}
- 11.4.4 All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

On-Airport Bus Services

- 11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}
- 11.4.6. Pick-up locations shall be clearly designated. {R}
- 11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}
- 11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

Bus Shelters

- 11.4.10. Bus wait times shall be prominently displayed. {R}
- 11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)

- 11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}
- 11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within fifteen (15) minutes of the agreed upon pick-up time at the Welcome Center. {R}

12.0 - Taxi Dispatch Service

12.1 *Standards of Cleanliness*

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

12.2 *Standards of Condition*

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

12.3 *Functionality*

- 12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}
- 12.3.2 Queues for taxi service shall not exceed twenty (20) customers on line or customers shall not wait more than ten (10) minutes. {H}

12.4 *Signs, Directions, and Information*

- 12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}
- 12.4.3 Taxi rate information must be posted or be provided to the passengers. {R}

12.5 *Standards of Taxi Dispatch Employees*

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

- 12.5.1 Taxi dispatch employees must be knowledgeable regarding taxi fares, tolls and distances to locations. {H}
- 12.5.2 Taxi dispatch employees shall not solicit or accept any tips. {H}

13.0 - Parking Lots & Garage Services

13.1 *Standards of Cleanliness*

- 13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}
- 13.1.2 Escalators and elevators shall be clean and free of debris. {R}
- 13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}
- 13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}
- 13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}
- 13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}
- 13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}
- 13.1.9 Drains shall be clear and free of debris. {R}
- 13.1.10 Unpleasant odors shall not be detected. {R}
- 13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

13.2 *Standards of Condition*

- 13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}
- 13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}
- 13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}
- 13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}
- 13.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

- 13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}
- 13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}
- 13.2.11 Striping shall be visible. {R}
- 13.2.12 Unattended baggage carts and wheelchairs shall be returned to dispenser racks or appropriate location promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 13.2.13 All fences and barriers shall be well maintained, rust free and properly secured. {R}

13.3 *Standards of Functionality*

- 13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations within twenty (20) minutes of the customer's request. {H}
- 13.3.3 All equipment shall be functioning and in good working order. {R}
- 13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}
- 13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}
- 13.3.6 Escalators and elevators shall be in working order. {R}
- 13.3.7 Elevator button lights and switches shall be operational. {R}
- 13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}
- 13.3.9 A "red light" shall be displayed indicating a closed lane. {R}
- 13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

13.4 Signs, Directions, and Information

- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.5 Signing for “help” phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.6 A plaque with the cashier’s name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}
- 13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

13.5 Standards of Parking Employees

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

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

14.0 - Construction

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

14.1 *Standards of Cleanliness*

- 14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}
- 14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

14.2 *Standards of Condition*

- 14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}
- 14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}
- 14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}
- 14.2.5 Floors shall be dry and free of spills or water. {R}
- 14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}
- 14.2.7 All light fixtures shall be in working order with no visible broken parts. {R}
- 14.2.8 No unpleasant odors shall be emitted from the construction site. {R}
- 14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}
- 14.2.10 Construction workers shall obtain and prominently display official identification. {H}

14.3 *Standards of Functionality*

- 14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}
- 14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}
- 14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}
- 14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

14.4 *Signs, Directions, and Information*

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

15.0 - Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers. All standards in this section are rated as high priority.

15.1 Standards for Representation

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

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

15.2 Standards for Information

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

15.3 Standards for Services in case of flight delay or cancellation

- 15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.
- 15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.
- 15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

16.0 - Ramp and Airside Areas

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

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

16.1 Standards of Ramp Cleanliness

- 16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}
- 16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}
- 16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}
- 16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}
- 16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}
- 16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}
- 16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}
- 16.1.9 All drains shall be clear and free of debris. {R}
- 16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}
- 16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

16.2 Standards of Equipment Cleanliness

- 16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}
- 16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

- 16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}
- 16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}
- 16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

16.3 Standards of Ramp Condition

- 16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}
- 16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}
- 16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}
- 16.3.4 All light fixtures shall be in working order with no visible broken parts. {R}
- 16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}
- 16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}
- 16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}
- 16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

16.4 Standards of Equipment Condition

- 16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}
- 16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}
- 16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

16.5 *Standards of Equipment Functionality*

- 16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}
- 16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}
- 16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}
- 16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}
- 16.5.5 Ramp equipment and cargo including containers shall be staged in an orderly fashion. {R}
- 16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}
- 16.5.7 Aircraft loading bridges shall be in good working order. {R}
- 16.5.8 Interline baggage transfer equipment shall be in good working order. {R}
- 16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

16.6 *Signs, Directions, and Information*

- 16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

17.0 - Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

The Following Defines "Stranded Passengers"

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and one (1) hour on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

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

The Following Defines "Areas of Responsibility"

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

17.1 Assistance to passengers stranded on board an aircraft

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

17.2 Assistance to passengers stranded inside the terminal

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

17.3 Passengers with Reduced Mobility

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

17.4 Arriving flight information provided to the general public

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

18.0 - AirTrain Stations and Vehicles

18.1 Standards of Cleanliness

Stations: Interior

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

Stations: Exterior

- 18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}
- 18.1.19 Windows shall be free of streaks and smudges. {R}
- 18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 18.1.21 Awnings, where present, shall be clean at all times. {R}
- 18.1.22 Walls shall be clean and free of graffiti. {R}
- 18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.24 Seating shall be clean and free of stains. {R}

Trains:

- 18.1.25 Exteriors shall be clean and have a freshly washed appearance. {R}
- 18.1.26 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}
- 18.1.27 Seating shall be clean and free of stains. {R}
- 18.1.28 Walls shall be clean and free of graffiti and scratches. {R}
- 18.1.29 Ceilings shall be dust free and unsoiled. {R}
- 18.1.30 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}
- 18.1.31 Floors shall be dry, free of spills and water. {H}
- 18.1.32 Windows shall be free of streaks and smudges. {R}
- 18.1.33 Doors shall be clean. {R}
- 18.1.34 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.35 Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

18.2 Standards of Condition

Stations: Interior

- 18.2.1 Seating shall be free of missing or broken parts. {R}
- 18.2.2 Tile and floors shall be free of large gouges, cracks and missing pieces. {H}
- 18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}
- 18.2.4 Planters shall be in good condition, free of any visible damage. {R}
- 18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}
- 18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}
- 18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}
- 18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 18.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}
- 18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}
- 18.2.13 Heating and air conditioning units shall be in good working condition. {H}
- 18.2.14 Escalators and elevators shall be in working condition. {R}
- 18.2.15 Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be in good condition, with no visible damage. {R}
- 18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.2.17 Employees' personal belongings shall not be visible. {R}
- 18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

Stations: Exterior

- 18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}
- 18.2.20 Entrance and exit doors shall be in good working order. {R}
- 18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}
- 18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}
- 18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}
- 18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}
- 18.2.27 Snow and ice shall be removed from walkways, roadways and guide ways to prevent any safety hazard. {H}
- 18.2.28 Roadways shall be well maintained and free of potholes. {R}
- 18.2.29 Baggage carts shall be readily available. {R}

Trains

- 18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}
- 18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}
- 18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}
- 18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}
- 18.2.34 Seating shall be free of tears, rips or graffiti. {R}
- 18.2.35 Doors shall be in good working order. {H}
- 18.2.36 Passenger Information Display System (PIDS) shall be in good condition with no visible damage. {R}

18.3 Standards of Functionality

Stations: Interior

- 18.3.1 Flight Information Display System (FIDS) and Train Information Display System (TIDS), shall be clear, visible and accurate. {R}
- 18.3.2 Elevator button lights and switches shall be operational. {R}
- 18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}
- 18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 18.3.5 Public address systems shall be clear and audible. {R}

Stations: Exterior

- 18.3.6 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

Trains:

- 18.3.8 Waiting times at EWR shall not exceed:
 - Three (3) minutes, between the hours of 1100 and 2000
 - Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
 - Twenty-four (24) minutes between 2400 and 0500
- Waiting times at JFK shall not exceed:
 - Nine (9) minutes, between the hours of 0600 and 1430
 - Nine (9) minutes, between 1430 and 0000
 - Thirteen (13) minutes, between 0000 and 0600

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

18.4 *Signs, Directions, and Information*

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate. {R}

18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

18.4.7 Telephones and/or call boxes shall be easily identified. {R}

18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

19.0 - Assistance to Passengers with Reduced Mobility

Definition of "Passengers with Reduced Mobility"

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

1. Persons with disabilities as defined by the American with Disabilities Act—An individual is “disabled” if he or she meets at least any one of the following tests:
 - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
 - He or she has a record of such an impairment
 - He or she is regarded as having such an impairment
2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers' requiring/requesting the aid of a mobility assistance representative.

Relevant Standards and Regulations

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

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

Areas of Responsibility

- a. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.
- b. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

- c. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.
- d. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

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

- 19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}
- 19.2.2 Passengers with Reduced Mobility shall not be left unattended at any AirTrain platform or station. {H}
- 19.2.3 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}
- 19.2.4 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}
- 19.2.5 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}
- 19.2.6 Unaccompanied minors shall not be left unattended. {H}
- 19.2.7 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}
- 19.2.8 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}
- 19.2.9 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

19.3 On-Airport Assistance to Passengers with Reduced Mobility

- 19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}
- 19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}
- 19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

- 19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}
- 19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.4 Provision of Wheelchairs to Passengers with Reduced Mobility

- 19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}
- 19.4.2 Airlines shall each provide boarding wheelchairs and rams or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}
- 19.4.3 All wheelchairs may be subject to an inspection of:
 - a. Armrests—sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
 - b. Wheelchair back—upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;
 - c. Seats, cross braces and frames—upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;
 - d. Wheel locks—securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
 - e. Large wheels—no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
 - f. Casters—check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,
 - g. Footrest/leg rest—check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

- 19.4.4 All wheelchairs shall be well maintained and in good condition. {R}
- 19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}
- 19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}
- 19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}
- 19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}
- 19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

19.5 *Signs, Directions and Information*

- 19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

20.0 - Public Circulation and Queue Management

The Following Defines “Circulation Areas”

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

The Following Defines “Queuing Area”

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

Areas of Responsibility

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

20.1 Standards for Managing Passenger Circulation

- 20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}
- 20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

- 20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}
- 20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}
- 20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}
- 20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}
- 20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}
- 20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}
- 20.1.9 Objects shall not interfere with the public's visual field so as to affect public orientation and understanding of designated flow paths. {R}

20.2 Standards for Managing Passenger Queueing Areas

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

20.3 *Stanchion Appearance and Locations*

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

21.0 - Orderly Evacuation and Resumption of Services

Definition of "Emergency Situation"

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

21.1 Airline Assistance

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

- 21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient 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 terminal operator instructions for emergency procedures.
- 21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

21.3 *TSA Responsibilities*

- 21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.
- 21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.
- 21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

- 21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)
- 21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

21.4 Terminal Operator Responsibility

- 21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.
- 21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.
- 21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.
- 21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.
- 21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.
- 21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

- 21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.
- 21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.
- 21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.
- 21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

21.5 *Communication and Public Announcements*

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

21.6 *Directions and Assembly Locations*

- 21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assembly in case of an emergency.
- 21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.
- 21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.
- 21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

- 21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.
- 21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.
- 21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

21.7 *Departure Service Resumption Process*

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

21.8 *Departure Service Resumption Process*

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

21.9 *Passengers Needing Assistance*

- Persons with Reduced Mobility are defined in Standard 19.0

- 21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.
- 21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

21.10 *First Aid Assistance*

- 21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.
- 21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

22.0 - Cargo Services

In addition to the standards listed below, some elements of Ramp and Airside Areas, Standard 16.0 may apply to the Cargo Services area.

22.1 *Standards of Cargo Condition*

- 22.1.1 All cargo, both import and export, must be adequately protected from weather-related elements during the offloading process and subsequent drayage to the cargo warehouse. Plastic sheets are recommended where applicable.
- 22.1.2 All import cargo must be delivered to the cargo warehouse and shall not remain on the ramp areas.

22.2 *Standards of Equipment Functionality*

- 22.2.1 Aircraft handling equipment should be positioned behind designated demarcation lines and safety areas at least thirty (30) minutes prior to aircraft arrival on blocks.
- 22.2.2 All aircraft handling equipment should be in good working order.

22.3 *Standards of Ramp Unit Load Device (ULD) Handling*

- 22.3.1 All ULD's shall be stored off the tarmac, preferably on ULD storage racks in a designated cargo equipment area.
- 22.3.2 ULD's shall never be directly fork lifted at any time.
- 22.3.3 Slave dollies and loading vehicles and equipment shall be used when transporting ULD's.

22.4 *Import Warehouse Operations*

- 22.4.1 All cargo shall be processed and made available for customer pick-up within designated time frames but no longer than four hours.
- 22.4.2 All cargo shall be stored in designated areas that are monitored to ensure prevention of theft or pilferage.
- 22.4.3 All cargo shall be stored in designated areas that will facilitate the expeditious delivery to consignees.

22.5. *Export Warehouse Operations*

- 22.5.1 All cargo must be checked-in and verified by supervisory staff.
- 22.5.2 All cargo must be staged or stored in areas designated for export cargo
- 22.5.3 Plastic sheets shall be used for export cargo loaded on non-structured ULD's to ensure protection from weather related elements.

22.6. *Dangerous Goods Handling*

- 22.6.1 Warehouse dangerous goods areas shall be separated from other cargo handling areas.
- 22.6.2 Warehouse dangerous goods areas shall be clearly marked.
- 22.6.3 The handling of dangerous goods cargo shall be in accordance with IATA and ICAO current dangerous goods regulations.
- 22.6.4 Designated dangerous goods areas should have sub-areas segregated by class of dangerous goods.
- 22.6.5 Qualified personnel shall perform the acceptance of dangerous goods.

22.7. *Valuable Cargo Handling*

- 22.7.1 Locked vaults and similar type facilities shall be designated for high value goods.
- 22.7.2 Valuable cargo shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.7.3 Surveillance cameras or security staff shall monitor valuable cargo areas at all times.
- 22.7.4 Valuable cargo shall be handled in accordance with industry standards and best practices.

22.8. *Vulnerable Cargo Handling*

- 22.8.1 Locked cages and similar type facilities shall be designated for vulnerable cargo.
- 22.8.2 Vulnerable goods shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.8.3 Surveillance cameras or security staff shall monitor vulnerable goods area at all times.

22.9 *Perishable Cargo Handling*

- 22.9.1 Perishable cargo shall be handled in accordance with IATA Perishable Handling Regulations.
- 22.9.2 Refrigeration and climate control specifications must be maintained according to shipper or consignee requirements.
- 22.9.3 Perishable cargo shall be stored in designated areas of the cargo warehouse.
- 22.9.4 Qualified personnel shall perform the acceptance of perishable cargo.

22.10 *Live Animal Handling*

- 22.10.1 Live animals shall be handled in accordance with IATA Live Animal Handling Regulations.
- 22.10.2 Live animals shall be handled in designated areas of the cargo warehouse.

22.11 *Import Operations*

- 22.11.1 All documents shall be processed in a timely manner when picking up cargo but not later than fifteen (15) minutes.
- 22.11.2 All irregularities shall be documented.

22.12 *Export Operations*

- 22.12.1 Documentation shall be accepted and checked-in a timely manner, but not longer than fifteen (15) minutes.
- 22.12.2 Cargo shall be manifested according to specific instruction provided prior to flight manifesting time frames.

22.13 *Cargo Public Areas*

- 22.13.1 All public areas shall be clean, well maintained and free of unpleasant odors.
- 22.13.2 All public areas shall be well lit with all light fixtures in working order with no visible parts.
- 22.13.3 Counters shall be neat, organized and clean.
- 22.13.4 Floors shall be clean and free of debris.

22.14 *Signs, Directions and Information*

- 22.14.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.14.2 Illuminated signs shall be in proper working order.
- 22.14.3 There shall be no unauthorized postings.
- 22.14.4 Airline and general tenant names shall be clearly posted and be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.15 Signs shall clearly identify location of services provided.
- 22.16 All signs shall be clearly visible to customers.

22.17 *Landside Parking*

- 22.17.1 An adequate number of customers parking shall be provided based on facility specifications.
- 22.17.2 All designated customer parking shall be well marked.
- 22.17.3 Customer parking areas shall be in good condition, free of potholes and debris.
- 22.17.4 All designated truck parking shall be well marked.
- 22.17.5 Truck parking areas shall be in good condition, free of potholes and debris.
- 22.17.6 Truck parking shall be free of object that may impede the flow of goods into the warehouse.
- 22.17.7 All striping demarcations shall be visible.

22.18 *Landside Truck Docks*

- 22.18.1 All truck dock doors shall be well list with all light fixtures in good working order with no visible broken parts.
- 22.18.2 All truck dock doors shall be clearly marked.

22.19 *Standards of Cargo Employees*

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

- 22.20.1 Staff shall be fully trained in the applicable ramp handling and aircraft loading processes.
- 22.20.2 All aircraft handling equipment must be operated in a safe and secure manner consistent with Port Authority Airport Rules and Regulations.
- 22.20.3 One (1) marshaller and two (2) wingwalkers shall be utilized for aircraft arrival and departure.
- 22.20.4 FOD checks shall be conducted thirty (30) minutes prior to aircraft arrival and thirty (30) minutes after aircraft departure.

EXHIBIT 1 - Vehicle Specifications

Compact to mid-size vehicle with GPS

1. Vehicles shall be flexfuel (up to E85 compatible), hybrid (gasoline-electric), or fully electric
2. Four Passenger Vehicle with 4 door (Side door may be hinged or slider.)
3. GPS, Grey Island Systems Model G56224UJZZ or approved equal
4. Two Wheel Drive
5. Limited Slip Differential
6. Engine - Manufacturer's Standard
7. Transmission - Manufacturer's Standard Fully Automatic
8. Steering - Power assisted with Tilt Wheel
9. Power Brakes with ABS and Traction Assist if available
10. Tires - Manufacturer's Standard All Season radial blackwalls
11. Low Mount Fold-In Power Mirrors - Left and Right
12. Power Windows
13. Power Door Locks
14. Variable Speed Windshield Wipers with Washer
15. Rear Window Defogger with Wiper/Washer
16. Front Bucket Seats Rear Bench Seats
17. AM/FM Radio
18. Air Conditioning/Heating/Defrosting
19. Front and Rear Rubber Floor Mat
20. Dual Sun Visors
21. Dual Arm Rests Inside Hood Release
22. Power Adaptor
23. Interior Lights
24. Keyed Alike Doors and Ignition
25. Day/Night Mirror
26. Fuel Tank Skid Plate, Transmission Skid Plate
27. Clock
28. Battery- Manufacturer's largest Maintenance Free
29. Alternator - Largest Available Manufacturer's Alternator
30. Roof Wiring Kit
31. Front & Rear License Plate Mountings
32. Rustproofing
33. Color - Exterior Manufacturer's Standard White/Grey/Tan Interior
34. DOT Safety Kit (triangles, first aid kit & extinguisher)
35. Mounted Roof Beacon Light Whelen L31HAF Amber LED with L360BGB Branch Guard
36. Overall Height Label on Dashboard
37. Spare Tire
38. Warranty
39. All other required indicators, switches, and controls
40. All required lighting and reflectors to meet FMVSS No. 108
41. The company's name signage on driver and passenger side doors.
42. Unique vehicle number distinctly displayed on the sides and rear of each vehicle.
43. Sets of keys with remote fobs
44. Vehicles to be delivered with not less than ½ tank fuel.
45. Backup alarm

Four-Wheel Drive or All Wheel Drive Compact or Mid-Size SUV

1. Vehicles shall be flexfuel (up to E85 compatible), hybrid (gasoline-electric), or fully electric
2. 4 or 5 passenger, 4 door vehicle
3. GPS, Grey Island Systems Model G56224UJZZ or approved equal
4. All Manufacturer's standard Safety Features
5. Transmission - Automatic
6. Steering - Power assisted with Tilt Wheel
7. Power Brakes with ABS and Traction Assist if available
8. Tires - Manufacturer's Standard All Season radial blackwalls
9. Fuel Tank Skid Plate, Transmission Skid Plate
10. Front Tow Hooks
11. Low Mount Fold-in Power Mirrors - Left and Right
12. Power Windows
13. Power Door Locks
14. Variable Speed Windshield Wipers with Washer
15. Rear Window Defogger with Wiper/Washer
16. Air Conditioning/Heating/Defroster
17. AM/FM Radio
18. Clock
19. Battery - Manufacturer's largest Maintenance Free
20. Alternator - Largest Available Manufacturer's Alternator
21. Roof Wiring Kit
22. Front & Rear License Plate Mountings
23. Color - Exterior Manufacturer's Standard White Interior Grey or Tan
24. DOT Safety Kit (triangles, first aid kit & extinguisher)
25. Mounted Roof Beacon Light Whelen L31HAF Amber LED with L360BGB Branch Guard
26. Overall Height Label on Dashboard
27. Signage on driver and passenger side doors
28. Light Bar
29. Spare Tire
30. Power Adapter
31. All other required indicators, switches, and controls
32. All required lighting and reflectors to meet FMVSS No. 108
33. Sets of keys with remote fobs
34. Vehicles to be delivered with not less than $\frac{1}{2}$ tank fuel.
35. Backup alarm