FOI #15869

Torres Rojas, Genara

From: emontesdeoca@govpartners.com
Sent: Thursday, March 12, 2015 12:31 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Ng, Danny
Subject: Freedom of Information Online Request Form

Information:

First Name: Elizabeth
Last Name: Montes de Oca
Company: GovPartners LLC
Mailing Address 1: 44927 George washington blvd Suite 230
Mailing Address 2:
City: Ashburn
State: VA
Zip Code: 20147
Email Address: emontesdeoca@govpartners.com
Phone: 5712523868
Required copies of the records: No

List of specific record(s):
Good afternoon, This is a request for public records under the Freedom of Information Act. GovPartners, LLC requests that a copy of the following documents containing the following information be provided: · Successful bidders of the most recent contract Mystery Shopper Program including unit prices and total prices for all Contract Line Item Numbers for base period and all option years · Bidder proposals · Bid tabulations for all responding vendors In order to help to determine my status to assess fees, you should know that we are a private small business seeking information for company business. I am willing to pay fees for this request up to a maximum of 15.00, and would like to receive electronic records, if possible to minimize related costs. If you estimate that the fees will exceed this limit, please inform me first. Please feel free to contact me if you require any further information. Thank you. Respectfully, Elizabeth Montes de Oca

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 27, 2015

Ms. Elizabeth Montes de Oca
GovPartners LLC
44927 George Washington Blvd., Suite 230
Ashburn, VA 20147

Re: Freedom of Information Reference No. 15869

Dear Ms. Montes de Oca:

This is in response to your March 12, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of the following records: successful bidders of the most recent contract Mystery Shopper Program including unit prices and total prices for all contract line item numbers for base period and all option years, bidder proposals, and the bid tabulations for all responding vendors.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/15869-C.pdf. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10006
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

February 5, 2013

TNS Custom Research, Inc.
11 Madison Avenue, 12th Floor
New York, NY 10010

Attention: David Bleecher, Account Executive, Public Transportation Segment Lead

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL REGIONAL COMMERCIAL AIRPORTS CUSTOMER RESEARCH/PERFORMANCE MEASUREMENT EVALUATION PROGRAM DURING 2013 THROUGH 2015

Dear Mr. Bleecher:

Transmitted herewith is a copy of the subject Agreement, as executed by the Authority, for your files.

Sincerely,

Jessica L. Smith
Contracts Specialist
Procurement Department
Enclosures

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

P.A. Agreement #AVI-13-047
January 8, 2013

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

CONFORMED

TNS Custom Research, Inc.
11 Madison Avenue, 12th Floor
New York, NY 10010

Attention: David Bleecher, Account Executive, Public Transportation Segment Lead

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL REGIONAL COMMERCIAL AIRPORTS CUSTOMER RESEARCH/PERFORMANCE MEASUREMENT EVALUATION PROGRAM DURING 2013 THROUGH 2015

Dear Mr. Bleecher:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain TNS Custom Research, Inc. ("the Consultant" or "you") to provide the subject services, as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

The Authority reserves the right to extend this Agreement for an additional two (2) one-year periods, thereby modifying the agreement term to include the performance of services requested during 2016 and during 2017. Said extension shall be in writing, by the Director, to addressee noted above for each additional year. A letter extending the agreement term into the next term shall be sent to the Consultant at least 30 days prior to the end of the term. In the event of termination or upon expiration of the Agreement, the Consultant shall assist the Authority in arranging a smooth transition process. However, Consultant's obligation to provide services as set forth in Attachment A to the Authority shall cease upon the effective date of termination, unless otherwise agreed in writing.

2. This Agreement shall be signed by you, and the Director of Procurement. As used herein and hereinafter, the "Director" means the Authority's Director, Aviation Department, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in her unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Director has designated Gregory Phillips, Research Manager, at (212) 435- 3751, or email at Gphillip@panynj.gov, to act as her duly authorized representative. The Project Manager for this project is Peter Fushan, at (212) 435-3843, or email address: Pfushan@panynj.gov.

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of all your services under this Agreement.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. Any Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in her sole opinion said items are not in accordance with the requirements of this Agreement or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish in accordance with an agreed upon schedule, the services contemplated herein.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the amount of **$3,089,660**, unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

Failure to perform the required services as needed to compile the mutually agreed upon number of completed questionnaires per study may result in a reduction of the applicable Lump Sum amounts due the Consultant as provided in paragraph 7, below. Said reduction shall be based upon the percentage of questionnaires actually completed as compared to the number of questionnaires originally agreed upon.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 6 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. The total Lump Sum amounts shown on Exhibit 1 (Annual Cost Summary) for performance of all services in connection with this Agreement, except that failure to complete the required number of completed questionnaires as stipulated in Task 4 of Attachment A, will result in a reduction of the Lump Sum amount due for performance of said Task at a percentage equal to the percentage of questionnaires not completed as compared to the number of completed questionnaires required therein.

B. As full compensation for all your services and obligations in connection with Task 3 (Meetings) and Task 7 (Project Management Consulting) of Attachment A, the Authority will pay you the total of the amounts computed under subparagraphs 7.B.1) and 2) subject to the limits on compensation and provisions set forth in paragraph 6 above.

1) An amount equal to the actual hourly billing rate billed by you for professional and technical personnel times the total number of hours actually spent by said personnel in the performance of said tasks. No hour of services by an employee shall be compensable hereunder unless the employee is actually paid for such services at his usual salary rate. The hourly billing rate for each employee is the amount to be paid to you, and is full compensation for all benefits, taxes, etc., paid by you. There shall be no change in the billing rates during the term of this Agreement (2013, 2014, 2015, and any option years, as exercised by the Authority) and at no time additional compensation for overtime, weekend, or holiday work. Attached hereto is a schedule of names, titles and corresponding hourly billing rates. Said schedule shall be the basis for determining compensation, subject to audit and shall be updated by you in writing as required until your services under this Agreement are completed.

2) An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

The Consultant shall verify that its employees working under this Agreement are legally present and authorized to work in the United States, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement.

C. The Consultant will also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Director, necessarily and reasonably incurred, and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above, the Authority will pay an amount approved in advance by the Director and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges, typing, utilization of computer systems,

computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United States General Services Administration (GSA) - *http://www.gsa.gov/portal/content/100715*) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advance in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Domestic Rates:
http://www.gsa.gov/portal/category/21287

You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of $1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of $25 with receipted bills and provide said receipts with the appropriate billing.

D. For the Mystery Shopper, the Authority will reimburse the Consultant as provided herein upon receipt and verification of an expense report. Submissions to the Authority for reimbursement must be accompanied by receipts showing the time and date of the occurrence, and a detailed report form showing, at a minimum, the name and social security number of the shopper, the date of the shop, the airport and terminal or parking facility, and the company/establishment where the expense was incurred. Expenditures for food/beverages and retail merchandise during the semi-monthly mystery shop may not exceed $25.00 per terminal per shop.

E. Compensation for each of the Option Years (2016 and 2017), if exercised by the Authority, shall be as provided on Exhibit 2, included herewith and made a part hereof.

8. Upon completion of each task, you shall render a bill in an amount equal to the lump sum amount for said task set forth in Exhibit 1, and reimbursable out-of-pocket expenses incurred, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the amount of compensation earned by you up to that time. The Authority will, within fifteen days after receipt of such certification by the Director, advance to you a check in the sum certified to you for your account.

9. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as

records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one year after completion of services to be performed under this Agreement.

10. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

11. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or to the services performed in connection with this Agreement, unless you first obtain the written approval of the Director. Such approval may be withheld if for any reason the Director believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

13. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

14. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering

any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and of any ideas or methods represented by them for any purpose and at any time without compensation other than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form in which it has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

17. You shall defend, indemnify and hold harmless the Authority against all claims of intellectual property infringement arising out of or in connection with your services hereunder.

18. Without the express written approval of the Director, you shall keep confidential, and shall require your subconsultants and your employees to keep confidential a) all information disclosed

by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

19. You shall promptly and fully inform the Director in writing of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

20. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Director. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

21. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of 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. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent 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 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 Puerto Rican, Mexican, 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. American Indian 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.

The Director has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights.

In order to facilitate the meeting of this goal, the Consultant shall use every good-faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority has a list of certified MBE/WBE service firms which is available to you at http://www.panynj.gov/business-opportunities/supplier-diversity.html. The Consultant will be required to submit to the Authority's Office of Business Diversity and Civil Rights for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

22. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Provisions that the Consultant and subconsultants, when appropriate, sign Non-Disclosure Agreements (NDAs) – Exhibit 3, or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2009, corrected as of February 9, 2010)*;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this Agreement to address changing security conditions and/or new governmental regulations.

23. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk of loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen, or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement, or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statues respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

24. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

A. been indicted or convicted in any jurisdiction;

B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;

C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;

D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;

E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and

G. been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

25. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

A. the prices in its proposal 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 Consultant or with any competitor;

B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other Consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant 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 Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation, or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

The foregoing certifications shall be deemed to be made by the Consultant as follows:

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

* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing

certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "25G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (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 Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the 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-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant 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 this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications 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 Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants 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.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of this Agreement 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 Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

26. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

Consultants are advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New

Jersey that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination relied upon does not apply to the Consultant, or (ii) the state agency determination relied upon was made without affording the Consultant the notice and hearing to which the Consultant was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency 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.

27. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

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

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or

its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

28. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant 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 Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation, or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, 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 Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant 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 Consultant's part. The Consultant 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 agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

29. DEFINITIONS

As used in sections 24 to 28 above, the following terms shall mean:

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

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

Investigation - Any inquiries made by any federal, state, or local criminal prosecuting 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 Consultant by whatever titles known.

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

30. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

31. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

32. This Agreement shall be effective as of April 1, 2013.

33. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower right-hand corner and returning them to the Authority.

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

8 Lillian D. Valenti
Director
Procurement Department

Date 2/5/13

ACCEPTED:

TNS CUSTOM RESEARCH, INC.

By: R. SMITS

Title: CFO North America

Date: JAN 30 2013

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL REGIONAL COMMERCIAL AIRPORTS CUSTOMER RESEARCH/PERFORMANCE MEASUREMENT EVALUATION PROGRAM DURING 2013 THROUGH 2015

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is a municipal corporate instrumentality and political subdivision 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. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia, and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Authority's facilities also include all of its wholly owned subsidiaries, such as but not limited to The Port Authority Trans-Hudson Corporation (PATH), a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serving as a critical link in the New York-New Jersey transportation network.

The Authority is committed to continuously improving the level of customer satisfaction at its four commercial airports, an airport system encompassing 15 air terminals. The LGA Central Terminal Building (Terminal B) and EWR Terminal B are managed by the Authority, while the remaining terminals are operated privately. This airport system includes more than 100 airline companies.

The Authority's current Airport Performance Measurement Program contains three components: 1) an Annual Customer Satisfaction Improvement and Image Enhancement Measurement Survey Program that has been in place since 1998 at the Authority's airports; 2) a Mystery Shopping Program that has been conducted monthly since 1998; and 3) an Annual Airport Quality Assurance Program (similar to a physical evaluation of the airport facilities/services used by air passengers) that has been performed since 2000. In addition to reporting the findings from each of these measurement programs separately, critical information is combined annually from all these programs in a set of Airport Terminal Performance Appraisal Reviews. The Authority has identified a need to review, revise (if necessary), and continue to implement these three measurement programs. The customer perspective derived from the Customer Satisfaction Survey is fundamental to developing priorities, policy initiatives and guiding the investment in airport facilities and services. The measurement of compliance to Authority airport service standards measured through a

Mystery Shopping and Quality Assurance Program are essential in managing a complex system with a myriad of service providers.

II. SCOPE OF WORK

The services of the Consultant shall include but not be limited to the following for JFK, LGA, EWR and SWF airports:

A. Review the prior Terminal-by-Terminal Customer Satisfaction Studies, and propose improvements thereto. Upon approval by the Authority, conduct new studies;

B. Review the current Monthly Mystery Shopping Program and Annual Quality Assurance Evaluation Program for all terminal facilities as established in the Airport Standards Manual and propose improvements thereto. The Authority would like to expand the Mystery Shopping Program to a semi-monthly program. Upon approval by the Authority, conduct both programs, with any appropriate modifications;

C. Perform one ad-hoc customer survey per year, including parking, concessions, ground transportation or related airport service concepts or an employee engagement study;

Develop an Internet panel comprised of Customer Satisfaction Study air passengers completing each survey who provided email addresses and solicit the customer's perspective on airport service issues and other topics of interest;

D. Review the current cost/benefit tool, as required, to enhance its effectiveness in evaluating proposed airport/service improvements. Propose changes thereto, as appropriate. Upon approval by the Authority, implement the change;

E. Analyze all empirical data compiled by the Consultant and develop/identify Drivers of Customer Satisfaction; and

F. Document results of customer satisfaction, mystery shops and facility quality assurance evaluations, as well as analyze trends in current/past data and provide recommendations to business partners/contractors in presentations, reports and/or on an Internet portal accessible to our business partners (airport and Authority management, airport partners/operators {e.g., airlines}).

The base period for this Agreement will be three (3) years, 2013 through 2015, with two, one-year extension options for 2016 and 2017, at the discretion of the Authority. All tasks contained herein will be performed during each year of the contract term. By combining the facets of the Customer Research/Performance Measurement Program (i.e., Customer Satisfaction Study, Mystery Shopping Program, Quality Assurance Facility Evaluation, Derived Drivers of Customer Satisfaction and Cost/Benefit Modeling) under one agreement, the Authority anticipates some cost savings through economies of scale.

III. DESCRIPTION OF CONSULTANT'S TASKS

Specific work to be performed by the Consultant hereunder shall include, but are not limited to, the following tasks.

TASK 1: QUALITY CONTROL PROGRAM

Submit a quality control program for performance of services hereunder prior to performance of said services. This must include oversight of any third party or partner organization(s) contracted by the Consultant (upon approval by the Authority) in performance of said

services. These procedures and protocols must be rigorous in accordance with research industry standards (e.g., ISO 9000, Six-Sigma).

TASK 2: SCHEDULE PREPARATION

Submit a draft schedule for performance of Tasks 3 through 8. Said schedule shall provide for completion of the Consultant's services hereunder during each year of the Agreement, incorporation of Authority comments as directed, and resubmission of the schedule as final.

TASK 3: MEETINGS

Meet with Authority staff for a minimum estimated total of 35 workdays annually to:

a) Discuss the scope of work and review questionnaires, mystery shopping/quality assurance forms, data collection, field supervision/monitoring, tabulations/data processing/transmission, and report findings;

b) Review Authority comments, incorporate any proposed changes and obtain approval on final reports/scorecards during the report preparation phase;

c) Attend other meetings as may be required to address outstanding issues; and

d) Prepare minutes of these meetings for distribution to attendees for review. Incorporate comments and redistribute as final.

TASK 4: TERMINAL-BY-TERMINAL CUSTOMER SATISFACTION PERFORMANCE STUDY

Historically, fieldwork has been conducted annually in May and June. The Consultant shall deploy the overall survey strategy used since 1999, taking into account changes in airlines and facilities. The Consultant may recommend changes in the approach with a rationale for these recommended changes. However, the survey approach selected must be consistent with the prior research methodology, to ensure that results reflect changes in the marketplace, as appropriate. For example, a 10-point performance measurement rating scale and list of 84-90 airport/terminal attributes are currently used. Any recommended methodology should include a mechanism to allow respondents to the on-airport survey to participate in subsequent studies via the Internet. The survey strategy will be submitted to the Authority in draft form for review and approval by the Authority. The Consultant shall incorporate Authority comments and resubmit the strategy as final.

4.1 QUESTIONNAIRE DEVELOPMENT/DESIGN

a) Review the questions developed in prior surveys (to be provided by the Authority), propose changes thereto, as required to enhance the questionnaire's clarity and understandability, and implement the proposed changes as approved by the Authority.

The questionnaire has been developed in English, Spanish, French, Italian, Japanese, and Mandarin languages. The Authority welcomes the introduction of additional languages, provided the costs are deemed reasonable by the Authority. Because a small proportion of our passengers may have difficulty with English, we have also employed introductory show cards to hand to prospective respondents and have incorporated some foreign-language speaking interviewers to help with language barriers. The Authority welcomes suggestions from the Consultant regarding low cost methods to more effectively improve the

interaction with foreign nationals as required to overcome language/cultural barriers to completing the questionnaires.

b) Prepare and submit an electronic draft copy of all required questionnaires or reports to the Authority Project Manager for review. The Project Manager will forward comments back to the Consultant within fourteen (14) calendar days after receipt of said submission. The Consultant shall incorporate such comments and submit an electronic copy of all final questionnaires and reports to the Project Manager for approval within fourteen (14) calendar days thereafter before beginning any programming or questionnaire production.

c) Implement two (2) separate samplings to be conducted concurrently at arrivals and departures among passengers at all passenger terminals across the four airports, encompassing:

   i. an **arrivals** paper intercept interview at designated areas of each airport, such as the frontage curbside, baggage area and EWR AirTrain terminal entrance levels. The survey will be approximately 10-minutes in length and contain approximately 275 IBM-equivalent columns of closed-end data/sight punches, and one (1) open-end question per respondent. Note that 95% of the closed-end additions/open end codes have been previously developed. AirTrain intercepts in the EWR terminals will comprise a separate, additional sample of 100. The Consultant shall be responsible for producing a sufficient supply of questionnaires and field materials.

   ii. a self-administered, questionnaire (via Computer Assisted Personal Interview and Personal Digital Assistant --CAPI/PDA-- technology) conducted among departing passengers within the gate hold areas (including nearby concession areas) prior to boarding. The survey will be approximately 18-minutes in length and contain approximately 750 IBM-equivalent columns of data and one (1) open-end question per respondent. Note that the survey length will vary by respondent according to his/her reading speed, key-entry speed and familiarity with the CAPI notebook. We have experienced some interview lengths in excess of 25 minutes with foreign nationals (perhaps 20% of the sample).

   iii. The entire CAPI/PDA questionnaire development phase should not exceed two (2) weeks from the time the Authority approves the draft questionnaire to review and approval of the final electronic questionnaire.

4.2 SAMPLE SIZE AND DEVELOPMENT

In 2013, obtain a minimum of 10,100 useable surveys (approximately, 6,400 departure surveys and 3,700 arrival surveys). The survey must have a target sample of useable responses per terminal resulting in a specified level of precision (ideally, a maximum sampling error of +/- 6% points per terminal at the 95% Confidence Level, two-tailed test, at 50% of the distribution), to ensure that the sample size is statistically robust to support subsequent analyses. The minimum sample size per terminal is specified in the table below. The sample plan will be stratified by concourse (departures) and type of flight (arrivals). The Authority will provide the required number of completes by airline/gate, within concourse, within terminal (departures) and by arrivals areas.

A typical completion assignment for 2013 (for illustration purposes only) might resemble the following (exclusive of stratification by concourse within terminal):

Departures	
JFK TOTAL	3,050
Terminal Summary	
JFK/T1	420
JFK/T2	400
JFK/T3	400
JFK/T4	600
JFK/T5	400
JFK/T7	400
JFK/T8	430
LGA TOTAL	1,600
Terminal Summary	
LGA/CTB	675
LGA/USA	350
LGA/DM	400
LGA/DS	175
EWR TOTAL	1,550
Terminal Summary	
EWR/TA	400
EWR/TB	525
EWR/TC	625
SWF TOTAL	200
SYSTEM TOTAL	6,400

Arrivals	
JFK TOTAL	1,605
Terminal Summary	
JFK/T1	200
JFK/T2	200
JFK/T3	225
JFK/T4	250
JFK/T5	220
JFK/T7	230
JFK/T8	280
LGA TOTAL	930
Terminal Summary	
LGA/CTB	330
LGA/USA	200
LGA/DM	225
LGA/DS	175
EWR TOTAL	1,065
Terminal Summary	
EWR/TA	250
EWR/TB	340
EWR/TC	375
AirTrain	100
SWF TOTAL	100
SYSTEM TOTAL	3,700

The sampling must not only represent the overall distribution of air passenger traffic by terminal across the 15 terminals of the region's airport system, but within terminals the surveying must be representative of typical loads by time of day and day of the week for the period under study (i.e., both weekday and weekend surveying will be required). To accomplish this, the Authority will provide the Consultant with a report on the projected available plane seats by hour for commercial flights (excluding itinerants and charters) from the Official Airlines Flight Guide (OAG) (see example below).

ORIGINE	ORIGINAL CODE	ORIGIN TERMINAL	DEPARTURE TIME	DESTINE	DESTINATION	DESTINATION WORLD AREA CODE	DEST. WORLD AREA	PUBLISHED CARRIER CODE	CARRIER	EQUIPMENT TYPE	SEATS CONFIGURATION	FLIGHT NUMBER	ARRIVAL TIME	DAYS OF OPERATION
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	0:55	BOG	Bogota Colombia	327	Colombia	AV	Avianca	AIRBUS INDUSTRIE A319	120	285	5:30	234 67
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	0:59	GYE	Guayaquil Ecuador	337	Ecuador	2K	Aerogal	BOEING 767	210	701	6:22	1234567
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	0:59	GYE	Guayaquil Ecuador	337	Ecuador	2K	Aerogal	AIRBUS INDUSTRIE A319	132	701	6:22	1234567
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	1:05	POS	Pt. of Spain Trinidad	280	Trinidad & Tobago	BW	Caribbean Airlines	BOEING 737-800	154	425	6:00	1234567
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	2:30	TLV	Tel Aviv(Ben Gurion) Israel	636	Israel	LY	El Al Israel Airlines	BOEING 747-400	410	12	19:55	1
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	3:47	SAP	San Pedro Sula Honduras	131	Honduras	TA	Taca Intl Airlines	AIRBUS INDUSTRIE A320	150	575	6:25	56
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	4:23	SAL	San Salvador El Salvador	118	El Salvador	TA	Taca Intl Airlines	AIRBUS INDUSTRIE A320	150	567	7:33	3 7
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	4:23	SAL	San Salvador El Salvador	118	El Salvador	TA	Taca Intl Airlines	AIRBUS INDUSTRIE A320	150	567	7:33	23 5 7
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	4:23	SAL	San Salvador El Salvador	118	El Salvador	TA	Taca Intl Airlines	AIRBUS INDUSTRIE A321	194	567	7:33	2 5
JFK	JFK4	New York(Kennedy) NY USA-Terminal 4	5:50	MBJ	Montego Bay Jamaica	243	Jamaica	JM	Air Jamaica	BOEING 737	154	10	8:35	1234567

In addition, the Consultant shall obtain a daily record or listing of the departing and arriving flights by gate for the assigned terminal (available from the airlines at the

terminals, online from FlightStats.com and/or Flight Information Displays–FIDS at the airport terminals). The field supervisors and field agents are responsible for monitoring the FIDS and gates for changes in flight activity and, if necessary, making adjustments to the day's sampling plans after receiving approval from the Authority. The concentration of flights will vary considerably by terminal (e.g., some with only 1-2 flights in a 1-2 hour period; others may have 8-10 flights in a 1-2 hour period). A plan for systematically sampling each airline/gate (see "Subtargets" column in the table below) shall be developed by the Consultant and approved by the Authority, which takes into account projected available airline seats, time interval sampling, concentration of passengers at the gate, passenger activity and provides a reasonable chance for all passenger segments to participate in the survey (see example below).

Airline	Concourse	Total Completes	Subtargets	Total North America Completes	Total International Completes
American Airlines		417		199	218
American Airlines (small)			43		
American Airlines (large)			231		
American Airlines (Jumbo)			143		
North American Sub Targets			199		
Los Angeles(Intl) CA USA			54		
Miami(Intl) FL USA			33		
San Francisco(Intl) CA USA			30		
Boston(Intl) MA USA			9		
Washington (Reagan Nat'l) DC USA			8		
Raleigh/Durham NC USA			8		
Las Vegas(Intl) NV USA			6		
Chicago(O'Hare) IL USA			6		
San Diego(Intl) CA USA			6		
Seattle/Tacoma(Intl) WA USA			6		
Dallas/Ft. Worth(Intl) TX USA			5		
Orlando(Intl) FL USA			5		
Tampa(Intl) FL USA			5		
Montreal(P.E. Trudeau) QC Canada			4		
Toronto(Pearson Intl) ON Canada			4		
Halifax(Intl) NS Canada			3		
Baltimore(Intl) MD USA			2		
Cleveland(Intl) OH USA			2		
Pittsburgh(Intl) PA USA			2		
Columbus(Intl) OH USA			1		
Europe Sub Targets			99		
London(Heathrow) England UK			39		
Paris(Charles De Gaulle) France			14		
Barcelona Spain			7		
Rome(Fiumicino) Italy			7		
Milan (Malpensa) Italy			7		
Zurich Switzerland			7		
Brussels Belgium			6		
Madrid Spain			6		
Manchester England UK			4		

The Consultant shall make recommendations for improving the plan(s). When accessible, customers of nearby concession areas shall also be interviewed/surveyed.

4.3 PROJECT IMPLEMENTATION

a) Conduct the approved sampling, including quality control procedures and assign a Project Manager who will coordinate all information requests and be the liaison between the Authority and all field personnel.

b) Define a daily work plan and staffing requirements to ensure timely completion of fieldwork by providing a supervisor and a sufficient number of survey agents per airport to meet the requirements of the daily surveying activities to distribute and collect the air passenger surveys. It is assumed that each departures field agent will carry and distribute a minimum of three (3) CAPI/PDAs/Tablets to passengers during the field period at a gate with an approved field schedule/assignment. The Consultant shall also provide a sufficient number of trained arrivals survey agents to distribute and collect paper surveys at the airports as per approved schedule.

c) Surveying will be conducted concurrently at each airport for the arrivals and departures surveys. However, field agents will follow an assigned rotation pattern to terminals within each airport to achieve a representative sampling of the airport terminal passengers.

d) Allow for up to three (3) make-up days in the event of flight or weather-related delays at each terminal where passenger flight activity is impacted severely, at no additional cost to the Authority.

e) Surveying will be conducted during a 4-5 week period, encompassing temporal patterns of heavy and slow traffic, to secure a desirable number of completed interviews across the four airports in both the arrivals and departures surveys. Interviewing is suspended Friday through Monday of the Memorial Day Holiday weekend, to avoid the typical heavy-up passenger/flight activity.

f) Survey work shifts will be developed to effectively implement the sampling plan. Surveying will include early mornings and late evenings to fully capture the pattern of traffic by terminal. (e.g., the survey hours may begin as early as 5:00 a.m. to capture 5:30 a.m. outbound LGA flights; alternatively, shifts could end at JFK at 12:30 a.m., with some occasional flights as late as 2 a.m.). Weekdays and weekends will be included in the survey, and may include holiday periods. Actual hours of work will be approved by the Authority.

g) For cost estimation purposes, the Authority suggests a <u>minimum</u> of three (3) field agents per shift for departures at domestic terminals and four (4) field agents per shift at international terminals due to the increased usage of wide-body aircraft, with one (1) supervisor assigned to each airport per shift throughout the field period. The arrivals surveys can be achieved with two (2) field agents per domestic terminal and three (3) at international terminals. This may require the use of <u>split shifts</u> to ensure that all active departure gates are surveyed, as well as inclusion of all arriving flights.

h) The field supervisor shall be responsible for ensuring, on a daily basis, field coverage, completion of assigned interviews, correct implementation of field methodology and best practices, reviewing completed <u>arrival</u> surveys at the beginning and end of the shift to ensure proper administration, successful transmission of <u>departure</u> surveys and maintaining an independent count of

completed interviews to verify counts from electronic data transmission and shipments of paper surveys. The field supervisor shall prepare a control sheet upon completion of each work shift, which will track the flight numbers surveyed, survey refusals by passengers, and the number of surveys distributed and collected. In addition, a comment section will be provided for the survey agent to denote any unusual problems (e.g., flight delays, language barriers, weather conditions, etc.) that may have transpired during the shift.

4.4 CONSULTANT FIELD OVERSIGHT

a) Take a hands-on role in ensuring that the project specifications and quality control procedures are met, which will include on-site visitation (at the airports) by project team management (at least one (1) staff member per airport) during the field period on a frequent basis, and perhaps, daily basis at the start of the field period. This may require locally based New York or New Jersey staff during the field period. Note that Authority representatives will also monitor field agents periodically throughout the field period. The Consultant must also visit the field to increase familiarity with changes in the airport environment, initiate field briefings/quality control oversight, and provide an overall assessment of the fieldwork to make any corrections in the field process/schedule and subsequent project planning schedule, if necessary.

b) Take responsibility for the training of supervisors and field agents, especially with respect to replacements (e.g., due to illness or absence). Untrained, or inexperienced field agents will not be permitted to conduct surveys and shall be removed by the Consultant. The Consultant shall be responsible for all related costs incurred therein as well as those in having to make up lost, incomplete or inaccurate interviews.

c) Track completed departure and arrival surveys, and transmission of departure survey results daily. Arrival surveys will be reviewed by the Consultant on a regular basis. Develop and run field reports daily, identifying completed surveys by: gate, airline, terminal, concourse, and interviewer for departures; and frontage/field agent location and interviewer for arrivals.

4.5 RECRUITMENT AND TRAINING OF STAFF

Field Agents must be at least 18 years of age with a valid driver's license or state government-issued photo ID. These agents must reflect the diverse demographic profile of air travelers, i.e., in terms of gender, age and ethnicity (refer to Task 5.3 for typical age breakdowns of air passengers). In addition, field agents must be articulate, and use proper spelling and grammar to record verbatim commentary from respondents when conducting arrival surveys. The Consultant shall develop program materials to train the field agents and supervisors so they become knowledgeable of the airport environment, Airport Rules & Regulations, as well as all sampling and interviewing procedures. Prior to the commencement of any training, all field materials must be approved by the Authority.

4.6 ENCODING OF QUESTIONNAIRES

Encode the surveys, which are to be numbered consecutively and with a terminal identification number provided by the Authority. Note that the Consultant shall leave column space on the survey for special coding fields. The field agent must identify the

concourse location and/or gate area/airline on the departing survey questionnaire, as well as a few other classification items. The arrivals survey will require that the interview location, including terminal, be identified.

4.7 PRE-TESTING OF QUESTIONNAIRE

Conduct a pre-test (date and terminal to be determined), consisting of post-security interviews with twenty (20) randomly selected survey respondents using CAPI/PDA devices (departures) and ten (10) paper surveys (arrivals) to determine if there are any problems with the questionnaire content or the data collection/transmission procedures.

Copies of the questionnaire/data output as a respondent answer profile (i.e., an interview dump), as well as aggregate level answers will be presented to the Authority for review within two (2) days of completion of the pre-test. The Consultant shall confer with Authority personnel to discuss the pre-test and to determine if changes to the questionnaire/field administration are required, any such changes to be approved by the Authority. Upon approval, programming of the questionnaire for distribution shall commence.

4.8 PREPARATION, EDITING, PROCESSING AND CODING OF COMPLETED QUESTIONNAIRES

Prepare, process, edit (arrivals) and code the finalized surveys. The Consultant and the Authority will agree upon a completion threshold for both departure and arrival surveys, where the survey can be deemed completed. For the arrivals surveys, the Consultant shall visually inspect and edit, each completed arrivals questionnaire for completeness, accuracy, consistency and logic. For data input, the Consultant shall implement 100% keypunch verification (via independent operators) of the processed data or use a scanning technology. For both arrivals and departures surveys, open-ended comments will be coded and the codes key-entered into a database. Consultant will translate foreign-language verbatim comments to English. All verbatim comments will be identified by a unique respondent number and maintained in a separate database (e.g., an Excel file that the Authority will merge into an SPSS data file using the same unique respondent ID). The Authority will provide historical code frames (where available) for selected open-end inquiries, closed-end additions, and fill-ins. The Authority will review and approve the coding procedures prior to the Consultant commencing the coding.

4.9 WEIGHTING THE DATA

Prior to tabulation and analysis of data, the Consultant shall "balance" weight the survey data to passenger and airline traffic data by terminal using weights provided by the Authority.

4.10 PREPARATION OF TABULAR AND TRENDED SUMMARY REPORTS

Prepare four (4) tabular decks with up to 21 banner points. Tabulations will include results from all survey questions and summary attribute tables (e.g., top-box, top 3-box and bottom 5-box, etc.).

Examples of the tabular reports prepared in connection with the 2011 surveys will be made available by the Authority to the Consultant and will form the basis of the information to be produced by the Consultant in the final tabular reports of each airport. A minimum of four (4) draft tabular "shells" must be provided for review and comment (within 1½ weeks of the close of the field) prior to running all tabulations. Tabulations

will be provided first for the closed end questions, followed-up by tabulations for the open-end questions.

In addition, the Authority has constructed a Microsoft Excel spreadsheet containing trended information for all rating attributes (top-3 box summary scores from 1999 to 2011). The Consultant is required to update this summary report and deliver it concurrently with the tabulations and ensure that the spreadsheet data matches perfectly with the tabular data.

4.11 DEVELOPMENT OF THE DRIVERS OF SATISFACTION AND OTHER REGRESSION AND STATISTICAL ANALYSES

Prepare a key-driver analysis of the Terminal-by-Terminal Customer Satisfaction Survey data. Historically, this has consisted of a Partial Least Squares (PLS) variation of Structural Equation Modeling (SEM). If the Consultant would prefer a different method for defining the derived importance, the Consultant must provide a rationale for the change and how it can be compared to prior analyses. The analytic plan shall be submitted to the Authority for review and then resubmitted if necessary, incorporating Authority comments, as final.

This analysis of the drivers of customer satisfaction forms the basis for the Aviation Department's priorities in its Customer Service programs. The Consultant shall provide the Authority data support with customized data runs and assist in the development of 8 to 10 regression analyses beyond the development of the initial key-driver analysis for select subgroups, as needed.

4.12 ANALYSIS, REPORTING AND PRESENTATION OF THE SURVEY RESULTS

a) Prepare draft and final reports documenting findings and recommendations compiled in the performance of services hereunder. This shall include developing a draft Survey Analysis Plan (SAP) for Authority review. The SAP will propose the logic to be employed in assessing the data. After incorporating Authority comments as directed, resubmit the SAP as final.

b) Analyze the survey tabular data using the approved SAP and prepare a brief, high-level report (using Microsoft PowerPoint) documenting the findings. The report will include up to 15 presentation quality tables, graphic/charts for the airport system as a whole and for comparisons across the terminals. The Authority will make available the prior year's report for reference. The presentation date(s) are to be established jointly by the Authority and the Consultant as provided in the Consultant's approved schedule. This first report for Senior Port Authority Aviation Management is due in the first week of July (usually with the delivery of the closed-end tabs/Excel spreadsheets). All drafts, reports, questionnaires, or other documents are subject to the review and approval of the Authority. Attendance at any presentation by the Consultant (usually not required) will be included as part of the meetings in Task 3 above.

4.13 FORMAT OF STATISTICAL DATA BASE

Provide a coded and cleaned Statistical Package for Social Science (SPSS) data file Version 20.0 or earlier versions with labeled formatting of all numeric variables. This file should also include any verbatim comments, zip code area information, county names or other string variables pertinent to the study, except when designated specifically not to by the Authority.

The data file must be verified against the tabulations. An initial SPSS data file consisting of closed-end data and a unique respondent ID number will be made available at the same time the four tabulations and spreadsheets are released. Within two weeks of providing the initial SPSS file, a subsequent SPSS file with the open-end code data and unique respondent ID number will be provided to the Authority so that the files can be merged.

4.14 OWNERSHIP/DELIVERY OF THE DATA/ANALYSES

All key-driver models developed for the project become the Authority's exclusive property and must be delivered in a useable, updateable format to be mutually agreed upon. All back up information and data series associated with the project must also be delivered. All parts of the project must be delivered in electronic format. All data developed as part of the project must be readily accessible and summarized at various levels within the tabs/reports/analytic programs.

4.15 SCHEDULE OF TASK 4 CONSULTANT DELIVERABLES

a) Project kick-off meeting (held in March of each year of the Program)

b) Survey form preparation (2 weeks after project kick-off meeting)

c) Field schedule and implementation plan (3 weeks after kick-off meeting)

d) Sampling plan draft (5 weeks after project kick-off meeting) *

e) Pre-test (first week in May)

f) Field period (starts second week in May, daily tracking of airport events, surveys distributed and refusals, 4 weeks duration – mid June)

g) Analytic plan (early June)

h) Data tabulation shells (mid-June)

i) Review weights (last week in June) *

j) Final tabulations (4 banners), derived importance weights, summary attribute ratings Excel trend tables (early first week of July)

k) Electronic SPSS data file of closed-end survey responses (mid July)

l) Development and transmittal of system-wide presentation draft (early first week in July)

m) Presentation of Topline Results to Senior Port Authority Aviation Management (immediately after July 4th Holiday).

* Sampling and weighting plans based on Airport Traffic Statistics; available typically one month after target month's close.

TASK 5: AIRPORT MYSTERY SHOPPING PROGRAM

The Authority has conducted the Airport Mystery Shopping and a Quality Assurance Facility Evaluation Program since 1998. These programs are an integral part of a broader customer care program initiative.

Since its inception, the Mystery Shopping program has furnished immediate information and provided a tool to measure and monitor our airport partners' performance by tracking employee attitude, appearance and knowledge, and provided quick feedback on the level of

service provided by employees of the concessionaires, parking lot operators and ground transportation providers. It also informs management of the condition, cleanliness and functionality of airport facilities (within terminals, parking facilities and ground transportation systems) as well as process times for check-in, security screening, US Entry for international arrivals and times for domestic bag delivery.

This quick feedback provides the opportunity in the short term to guide corrective action and helps form the basis for employee recognition and incentive programs. By utilizing the efficiencies of the Internet, the Authority provides timely reports and database management such as trends, and summarizations of Mystery Shopping results.

5.1 PROJECT IMPLEMENTATION

The current once a month Mystery Shopping Program will be transformed into a semi-monthly service evaluation encompassing both employee interactions and facility conditions. The only exception to this will be the month the Authority conducts the Facility Evaluation, during which all physical aspects of the airport facilities are evaluated. During that month, the two (2) Mystery Shops conducted that same month will be limited to measure only the employee interaction components. During the course of the "shop", a team member will have interactions with employees in security (e.g., TSA), food/beverage and retail, parking lots, taxi dispatch, on-airport bus operations, arrival/departure areas (e.g., skycaps and airline ticket check-in staff) and the Welcome Center/Ground Transportation Counter employees. The Authority reserves the right to amend the disciplines that may be "shopped' to include other airline contractors and staff. The physical facility and interaction evaluation will be measured to the applicable standards within the current airport standards manual (currently about 650 standards). The Authority will have the right to update the standards and the facilities/airport services to be measured and provide one month's lead-time for the Consultant to implement these changes. The Consultant shall be responsible for testing all aspects of recording, transmitting and reporting features to ensure that all functions of the Semi-Monthly Mystery Shopping program remain error free prior to implementing these requested changes in the field or online.

5.2 SHOPPING SCHEDULE

Conduct a program with a minimum semi-monthly shop (visit) at each of the Authority's airport terminals: LGA (4-terminals); EWR (3-terminals); and JFK (7-terminals). Due to SWF's size, location and passenger traffic, only one shop will be conducted monthly at its terminal building. During these shops, along with the measuring of employees' attitude, appearance and knowledge, the field agent will review the existing high priority and routine items from the facility cleanliness, condition and functionality report. A *High Priority Item* is described as an area or issue that may require major renovation or capital to affect repair. A *Routine Item* is described as an area or issue that may be corrected with daily maintenance or cleaning.

Most shops require approximately one half-day at the airport per terminal. The shopper will follow a prescribed procedure (scenario) outlined by the Authority. The shopping criteria will remain fundamentally unchanged from month to month, but there may be additions, from time to time, in the program as the Authority incorporates new airport elements within the shop.

Construct a master plan that systematically selects the dates and times of the shops so that there will be adequate representation of days (weekends/weekdays) and parts of days

(a.m./p.m.) represented for each terminal during the year; the master plan should also contain concessions to shop within the year timeframe. The Consultant shall prepare a Mystery Shopping Schedule detailing the specific date and timeframe (start time) for each terminal as well as the mystery shopper assigned. This schedule is to be sent electronically to the Authority in the month prior to the shopping month for review and approval. Note that some concourses/security checkpoints within a terminal (e.g., International Concourses B2/3 at EWR) do not become active until the afternoon, and should not be shopped until 2:00 p.m.

Shoppers will be rotated through the various airports as necessary in order to maintain anonymity, and no shopper will be permitted to conduct semi-monthly Mystery Shops within a terminal if that shopper conducted a Quality Assurance Facility Evaluation of that same terminal in the same month or any time within the prior month. Also note, the Semi-Monthly Mystery Shopping Program and the Quality Assurance Facility Evaluation Program will be conducted concurrently at all airports.

When conducting a Mystery Shop, the shopper will indicate if a deficiency noted in a prior shop has been corrected or still exists. If new deficiencies are observed, they must be noted.

A typical shopping scenario may include, but shall not be limited to, the following:

a) Park in the long-term lot or other applicable garage/lot (physical review).

b) Visit arrival and departure curbsides (physical review). Note the courtesy of a skycap via observation of passenger interaction or ask question of skycap (employee review).

c) Visit 2 restrooms, one pre-security and one post (rotate male or female within month, physical review).

d) Purchase an item from a pre-security concession, either food, beverage, retail or newsstand (if available) (employee and physical review).

e) Go through security (employee and physical review).

f) Purchase an item from a post security concession, either food, beverage, retail or newsstand (if available) (employee and physical review). Note: shoppers should alternate concession type (food/beverage vs. retail) on a pre-post security basis and within the month for a given terminal. Also, for EWR Terminal C, there will be an additional post security concession shop (2 concessions post security in total).

g) Note condition/cleanliness/functionality of corridors, walkways, escalators and elevators along pathway.

h) Inspect gate area for cleanliness, condition and functionality issues (to the most recent inspection report) (physical review).

i) Visit a Welcome Center (WC) in the baggage claim area or international arrivals area. Observe passenger interaction or ask information from WC agent. (employee and physical review).

j) Exit terminal and observe taxi dispatch operation or ask question of taxi dispatch agent (employee and physical review).

k) Take an on-airport bus to a terminal (EWR or LGA), or AirTrain to another terminal (EWR or JFK). This is not applicable to SWF.

l) Exit Parking Lot (cashier/parking attendant and physical review).

m) Follow steps above for another terminal.

n) Take on-airport bus to long-term lot (EWR), on-airport bus to parking garage/lot (LGA) or from AirTrain platform (JFK) to the long term parking garage/lot bus at JFK (take bus around lot).

o) Retrieve vehicle and exit parking area (cashier/parking attendant and physical review).

p) Once a month, the shopper will call for emergency vehicle assistance in the parking lot from a scenario where the shopper locked car keys inside, can't start the car, can't find the car, etc. Assess courtesy and timeliness of parking attendant/emergency staff (employee review).

5.3 RECRUITMENT AND TRAINING OF MYSTERY SHOPPERS

The Mystery Shoppers will be comprised of both males and females and be at least 21 years of age with a valid driver's license. A minority male or female will conduct a minimum of 10% of the shops at each airport. The Consultant shall select shoppers that reflect the age spectrum of air travelers, which is:

- 19% are ages 21-24,
- 32% are ages 25-34,
- 37% are ages 35-54, and
- 12% are age 55+

The Consultant shall develop program materials to train the staff assigned to Mystery Shopping and those assigned to perform Quality Assurance Facility Evaluations to be knowledgeable in the airport environment and the Authority's Shopping/Quality Assurance Program. All such materials, as well as the proposed training module shall be as approved by the Authority. The team will be knowledgeable of the Authority's Airport Standards and the Airport Rules & Regulations (that will be provided to the Consultant). In addition, Mystery Shoppers and Quality Assurance Facility Evaluators must be articulate, and use proper spelling and grammar (full sentence construction) to record commentary when encountering non-compliance with stated standards. Note that people can be trained as both Mystery Shoppers and Facility Evaluators, but they cannot be a field agent for both studies within the same month at the same facility.

5.4 REPORTS AND EVALUATION FORMS

Develop, employ, and maintain an online Internet program for the Mystery Shopping Program for data entry and reporting results. Reports generated from these semi-monthly shops will be available to the Authority within three (3) business days after completion of each shop.

A Detailed "Deficiency" report shall be developed that displays the area evaluated, each standard missed, comments on what characterizes the missed standards, whether it is a routine or high priority standard and if it is a recurring problem, as well as identification

of the shopper, date/time of the shop and other pertinent classification information (see example below).

Port Authority Mystery Shop

Go To Jobs List | Convert To Excel

JobID: 3366016
Shop Date: 1/21/2012
Airport: JFK
Terminal: Terminal 5

Legend

R	Routine Item
H	Requires Immediate Attention
YTD	# of Deficiencies Since January 2012

		Time	2:10 PM		
		Occupancy	Steady		
		Weather	Snowy		
		General Comments	The walkways and roadway are heavily salted and there is almost no snow visible.		
Standards of Cleanliness	2.1.1	Were all frontages, sidewalks and crosswalks clean and free of debris including gum and cigarettes?	Heavy stains, chewing gum residue and cigarette ends are evident mostly at the entrances. This may be a result of the cold and inclement weather as travelers and associates do no want to use the smoking areas located at the far end of the curbside.	R	1
Standards of Cleanliness	2.1.2	Were entrance and exit doors clean and free of smudges, dirt and grime?	The mats at the terminal entrances are soiled and in need of sweeping or vacuuming.	R	1
Standards of Condition	2.2.1	Were all frontages, sidewalks and crosswalks smooth and free of large cracks and missing surface areas?	Permanent stains are present on the walkway most notably near the entrances and trash receptacles.	H	1
Standards of Condition	2.2.3	Was all glass in good condition with no visible damage?	The JetBlue signage adhered to the terminal windows is beginning to separate	R	1

		Time	2:10 PM		
		Occupancy	Steady		
		General Comments	A male skycap is observed interacting with a mature couple who is checking in for their flight. The skycap confirms the destination and that each is checking one bag. The travelers exchange farewell comments with the party who has dropped them off and then focuses on getting their boarding passes. The present their passports. The skycap is patient and listens to the questions the travelers have; his facial expressions are positive and attentive throughout the interaction. The bags are checked and boarding passes and claim tickets are reviewed. The travelers are directed inside to the security check point. In closing friendly parting comments are exchanged. The skycap is properly attired in uniform and displays official airport identification. The passenger is unable to gain a clear view of the skycap's name. No name tag is observed.		
		Employee Name	Unidentified Caucasian male skycap, 30's, with brown hair, goatee, and wearing glasses;		
		Employee Location	Departures Curbside Check In Counter		

A Summary "Deficiency" report will also be developed that features the area evaluated, number of standards missed, the total number of standards evaluated for that area, a twelve-month rolling average, prior month's standards missed, and a gap to acceptability (% of standards NOT missed divided by total standards evaluated) in total and by specific criteria (e.g., condition, cleanliness, functionality, signage, staff attitude/appearance/ knowledge) for each terminal and each element of the terminal – curbside, restrooms, walkways, etc. See example below.

Port Authority Mystery Shop Summary

JobID. 3365015
Shop Date: 1/21/2012
Airport: JFK
Terminal: Terminal 5

Convert To Excel

Legend

n/a - Not Applicable

TERMINAL	59	53	59	445	13%
Curbside	13	12	13	82	16%
General Requirements	0	0	0	5	0%
Standards of Cleanliness	4	4	4	17	24%
Standards of Condition	8	7	8	21	38%
Standards of Functionality	1	1	1	10	10%
Signs, Directions, and Information	0	0	0	10	0%
Standards for Employees	0	0	0	19	0%
Arrivals Curbside Terminal 5			5	29	17%
General Requirements			0	2	0%
Standards of Cleanliness			2	8	25%
Standards of Condition			2	10	20%
Standards of Functionality			1	4	25%
Signs, Directions, and Information			0	5	0%
Departures Curbside Gates 6-21			8	53	15%
General Requirements			0	3	0%
Standards of Cleanliness			2	9	22%
Standards of Condition			6	11	55%
Standards of Functionality			0	6	0%
Signs, Directions, and Information			0	5	0%
Standards for Employees			0	19	0%

All information will be made available by options, allowing the reader to select date of shop (or any aggregates thereof, i.e., custom build trend set), terminal, terminal elements, parking lots/garages, taxi dispatch, Welcome Center, permittees, security, specific concession franchise, etc.

The Consultant shall distribute emails to each airport and Authority partner that is assigned to review results of the program. These emails will alert the recipient that the specific month's mystery shops are available for review. Note that some recipients will have access to all mystery shop detailed and summary reports across terminals/airports, while others will have limited access to specific airports, terminals or areas of an airport. This will require specific passwords to the web site for each end-user (see Task 7.2 on online portal development).

5.5 QUALITY CONTROL PROGRAM

a) Develop for Authority approval, a "shop the shoppers" program that will ensure quality service delivery. Shoppers' performance on this criteria (while shopping, recording information or transmitting data), as gauged by a program administrator or manager will determine if follow-up discussions or retraining is required.

b) Develop, for approval by the Authority, a "Mystery Shopping" evaluation form that enables Mystery Shoppers to record changes on airport (e.g., closing of restrooms or concessions or opening of new concessions, inclement weather), or unusual conditions (e.g., a terminal evacuation) that may impact the program, as well as any general comments in regard to the effectiveness of the measurement criteria/standards. The Consultant shall make the form available to the shopper/inspectors for the team to evaluate each airport.

c) Distribute Authority approved concessions/facilities listings to the Shoppers on an as-needed basis (e.g., when there is a change in the lists). Shoppers shall monitor the concessions environment during the Mystery Shop and Quality Assurance Facility Evaluation to note changes in the concessions newly open/closed. Provide the Authority with updated concession lists as to new/renamed or temporarily/permanently closed concessions/ facilities (usually 1-2 new concessions concepts move in and out a month at an airport). Shoppers will also provide feedback if they observe other changes on airport (e.g., construction, restroom closings, damage, airlines, delays or unusual air passenger traffic patterns).

TASK 6: ANNUAL AIRPORT QUALITY ASSURANCE FACILITY EVALUATION PROGRAM

This program measures compliance with the service standards and focuses primarily on the physical conditions, functionality and cleanliness of the interior and exterior of the terminals, parking lots, AirTrain stations, Taxi Dispatch areas, on-airport buses, etc., throughout the Airport System. In most respects, it is similar to the Mystery Shopping Program, with the exception that ALL facilities/elements within the terminal and on-airport are evaluated as opposed to a systematic sampling of them and that the field agent will be spending more time on-airport -- on average, a day at each terminal. It has no employee interaction standards. These evaluations will be conducted to match the standards manual.

The Consultant shall be required to conduct this Quality Assurance Facility Evaluation annually, within the same months that the semi-monthly Mystery Shops, but these two programs will be conducted with independent sets of field agents.

6.1 SCHEDULE AND PROCEDURE

Historically, the annual airport evaluation occurs in March and April of the calendar year.

These Quality Assurance Facility Evaluations will focus on the following areas at the airports:

a) Curbside

b) Check-in Areas

c) Walkways

d) Corridors

e) Elevators, Escalators

f) Security Checkpoints

g) Restrooms

h) Gate Areas

i) Food/Beverage and Retail Outlets

j) Baggage Claim Area/Welcome Centers

k) Ground Transportation Modes (on-airport buses and AirTrain)

l) AirTrain Stations

m) Taxi Dispatch

n) Parking Lots/Garages

o) Federal U.S. Entry Sites (Federal Passport Control & Customs Inspection)

6.2 REPORTING

a) Prepare reports similar to the Mystery Shopping Program reports, incorporating more facilities and more elements therein. In particular, the reports will identify the following:

   i) The exact location of the area inspected (a room number, a door number, detailed description of the area).

   ii) Detailed comments to the exact deficiency.

   iii) Photos of each "egregious" deficiency that is a High Priority category will accompany the report. See Task 5.2 above for a description of "High Priority."

   iv) Each deficiency identified in the audit report will correspond to the appropriate standard.

b) Submit a detailed draft report and summary along with photographs and comments for each terminal. This annual report will be available to the Authority and other designated recipients within five (5) business days of the completion of the Quality Assurance Evaluation via a web-based application similar to that used for the Mystery Shopping Program, but with appropriate nomenclature pertinent to the Quality Assurance Program. Incorporate Authority comments as directed and resubmit the report as final on the online portal.

TASK 7: PROJECT MANAGEMENT CONSULTING ON IMPLEMENTATION OF PROGRAM RESULTS, PROVIDING INPUT FOR A BUSINESS PLAN FOR EACH TERMINAL AND ANALYSIS OF EMPIRICAL DATA TO KEY BUSINESS DECISION MAKING, DEVELOPING/MAINTENANCE OF ONLINE PORTAL

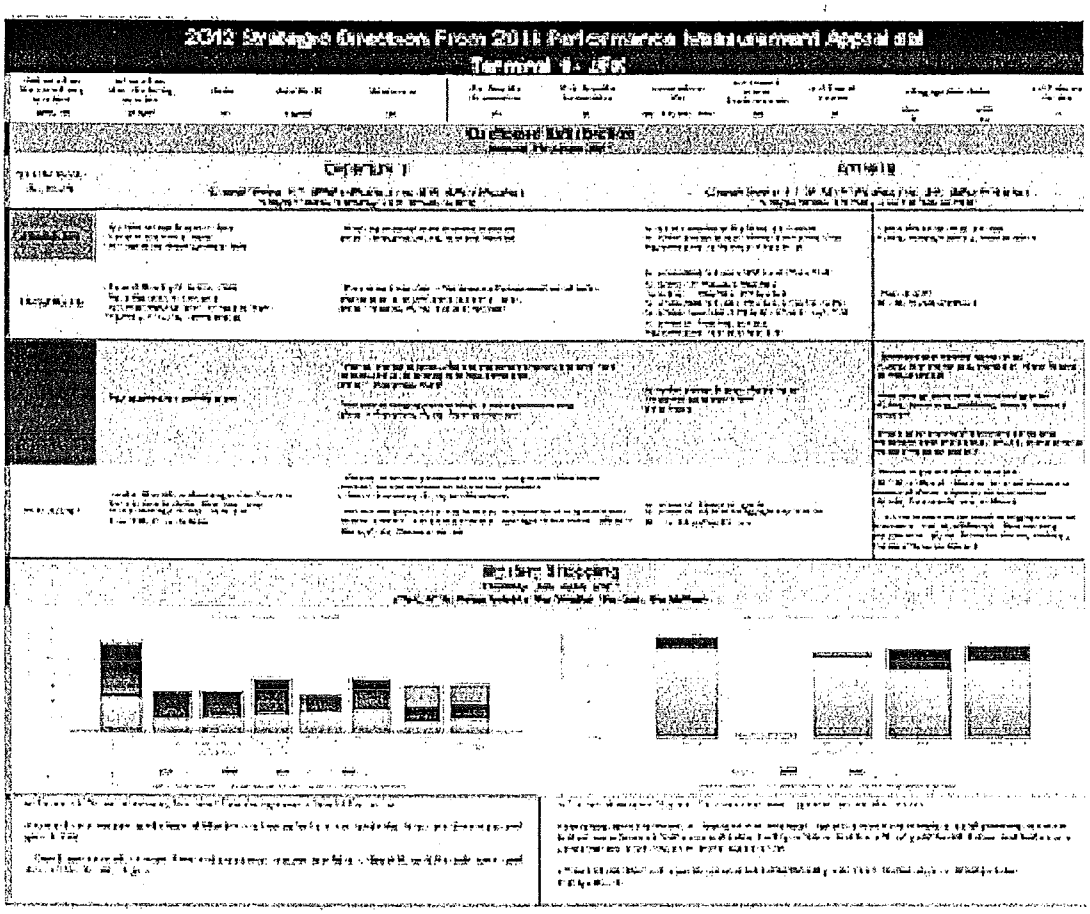
Develop improvement plans from the customer perspective, including the development of customer service priorities at the airport terminal level, and a statistical framework to measure and gauge the impact of our customer care, service and infrastructure programs on customer satisfaction.

Use information compiled or provided hereunder and review benchmarking data on other airports (available via public or syndicated sources such as the International Air Transport Association (IATA) and the Airport Council International – North America (ACI-NA) and bring appropriate expertise to bear on discussions on how to improve customer satisfaction in those areas that are deemed most important from the customer's viewpoint. Prepare a draft report of findings and submit it to the Authority. Incorporate Authority comments as directed and resubmit the report as final.

7.1 AIRPORT TERMINAL PERFORMANCE APPRAISALS

Develop and maintain an annual terminal performance appraisal deck that combines Customer Satisfaction Survey results (key attributes and passenger comments) with Mystery Shopping summary year-to-date results in chart format. Approximately 40% of departing passengers and 35% of arriving passengers provide comments. Fifteen

PowerPoint charts are created in January that display findings from the prior year. See example below (blurred to maintain confidentiality).



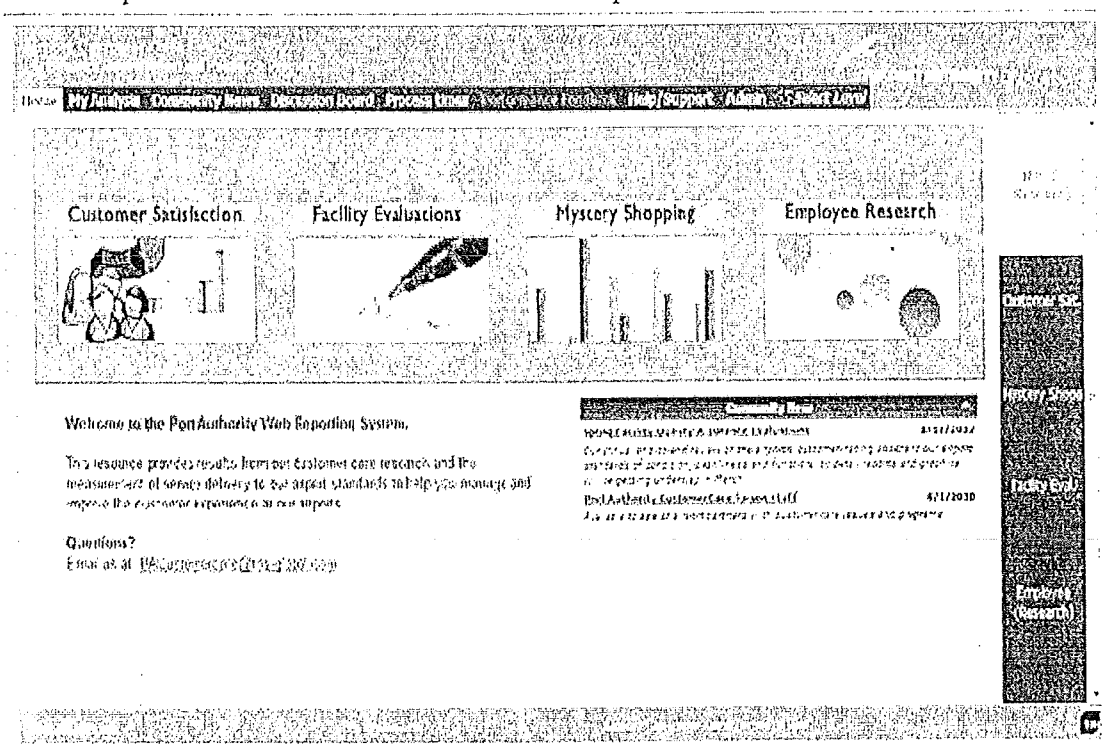
The monogram information at the top of the page is comprised of statistics on the terminal and will be provided by the Authority. The Consultant will construct the middle and bottom of the chart, which presents four strategic action groupings of results (Maintain, Promote, Fix Now and Fix ASAP) from the annual Terminal By Terminal Customer Satisfaction Study for departures and arrivals, focusing on key attributes and commentary from air passengers, and a graphical presentation of the year-end results from the Mystery Shopping Program, depicting findings for Physical Assets and Employee Interaction.

7.2 DEVELOPMENT AND MAINTENANCE OF ONLINE PORTAL FOR DISPLAYING RESULTS OF CUSTOMER RESEARCH/PERFORMANCE MEASUREMENT EVALUATION PROGRAMS

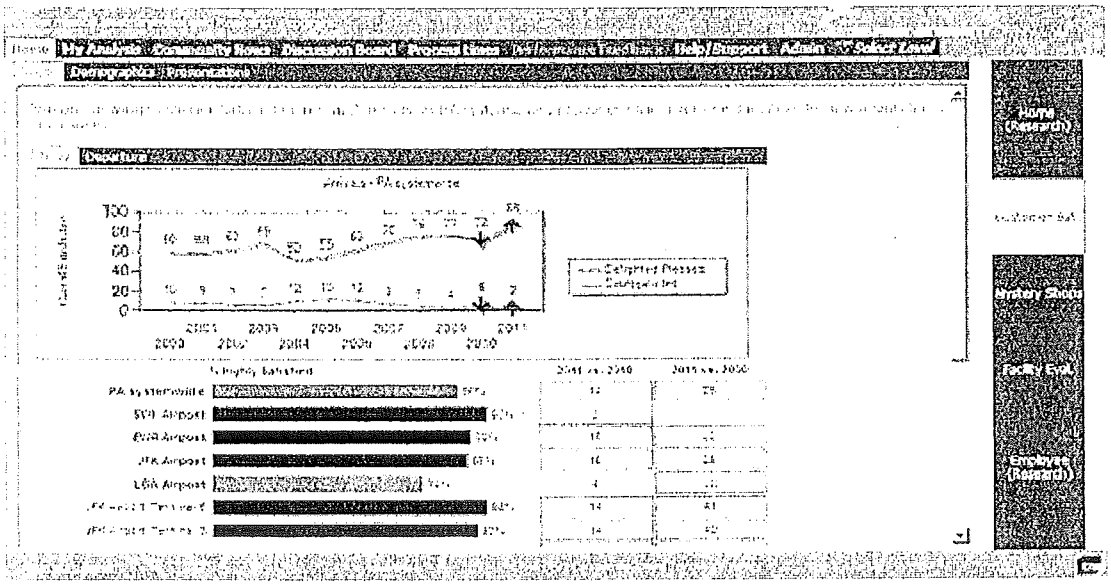
Create and maintain an Internet online portal that opens with a splash page that provides a dashboard displaying the major components of this research/performance measurement program and community news/blog, all accessible via login and password (see example below). Airport partners can access follow-up screens based on their access rights, controlled by a master program (we currently have approximately 200+ airport partners with access the portal and its information based on specific access rights that are defined

by the user's job function and applicable results from set sections of the Customer Satisfaction Survey and Mystery Shopping/Facility Evaluation Programs – these user rights can be common across a dozen or more people). The report function for most airport partners is at the airport and terminal level; it can sometimes be by terminal concourse, but not by individual concessions or groups of concessions (e.g., store franchises or brand names).

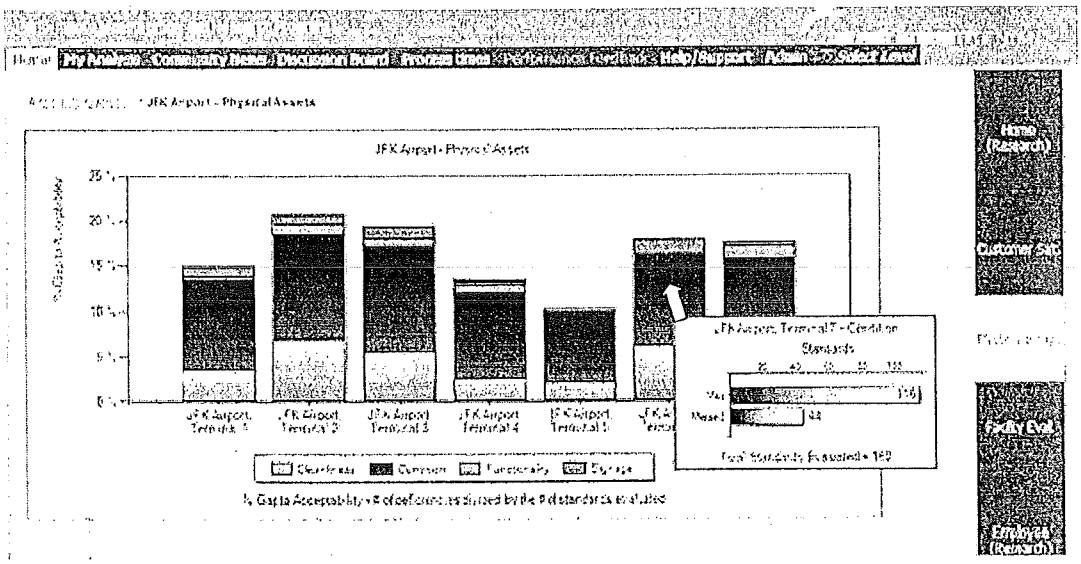
These partners consist of airport and Authority management, airport partners/operators (e.g., airlines), contractors/concessions management staff, permittee management, etc. The names and emails of these partners change occasionally, but the number of people is fairly consistent. Some have specific data packages while others have ubiquitous access to all reports. The Authority will provide trend data that exits prior to the start of the contract. The portal must provide predetermined reporting trend periods (e.g., annual, semi-annual, monthly and semi-monthly) as well as the flexibility to capture a customized period (defined by shopping/visitation dates). The Consultant will be able to review pertinent screens from the current online portal.



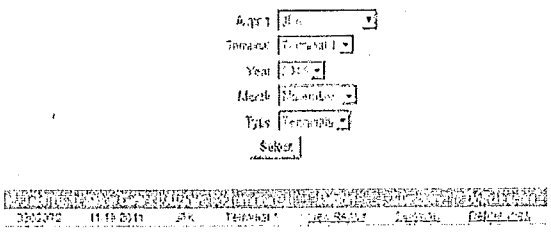
The airport partner can "drill down" by clicking on any of the boxes. For example, clicking on the Customer Satisfaction Box leads to the following example. Note the various options at the top referring to demographics profile and past presentations to Authority Airport senior management.



The Mystery Shopping and Facility Evaluations permit eligible airport partners to review their area's performance in terms of physical, functional and interactive employee elements, on a overall summary basis and then "drill down" to detailed aggregate deficiency results and finally, to the most recent actual Deficiency Report (please see below).



An example of selection criteria for individual reports is presented below:



The "Report" heading shown above refers to the actual Mystery Shopping/Facility Evaluation form and is visible only to a few select individuals. The Consultant will provide means to track airport partner visitation and usage of online portal as well as a means to assess user satisfaction with the portal and collect/analyze user suggestions for improvement in delivery of program results, and recommend system updates.

7.3 SERVICE RECOMMENDATIONS AND COST/BENEFIT MODEL TO IMPLEMENT CUSTOMER PRIORITIES

The Authority has developed a statistical cost/benefit model as a tool to guide future investment decision-making as well as current capital/investment programs and service delivery initiatives. The model uses data generated in the overall research effort, drawing from the Customer Satisfaction Study and other informational sources developed by the Authority, including data on the performance of our partners according to Mystery Shopping and Quality Assurance Facility Evaluation programs. It also uses input from Authority capital and concessions development planning (provided by the Authority). The model output can predict change in traffic patterns, usage of airport services and amenities and/or enhancement of customer satisfaction. Under the current model, the Authority can look at the impact across similar passenger segments for planning purposes, such as domestic, international, or mixed-use terminals, or even by demographic similarities.

The Consultant will derive recommendations, in conjunction with the Authority, using the model's output to: 1) refine customer service improvement plans at each terminal in order to raise the level of satisfaction with the Authority's airports; 2) propose facility improvements; and 3) benchmark the effectiveness of ongoing aviation programs. The Consultant is expected to improve and maintain the existing model on an annual basis or as required and recommend adjustments to the model incorporating new learning.

Finally, the customer service plans should compare the achievements in customer satisfaction registered in other international airports and assess Authority plans designed to raise customer service performance to improve our ranking in Global Benchmarking studies developed by well-recognized entities such as IATA and ACI-NA.

TASK 8: OPTIONAL SERVICES

Each of the following research studies listed below (8.1 through 8.3) may be selected and implemented in any year of the Agreement, as requested by the Authority.

8.1 DETAILED CUSTOMER EVALUATION OF PARKING

Prior Parking Surveys have occurred periodically since 2001, comprised of on-airport parkers (parking at Authority-operated garages and lots) and off-airport parkers (at independent, non-Authority operations such as AviStar and hotels in close proximity of the airports). These surveys have achieved low cooperation rates (on-airport 10-11%; off-airport 5% or lower).

The on-airport parking survey methodology has consisted of the following:

-23 parking lots/garages at all four (4) commercial airports (JFK, LGA, EWR and SWF);

-75 completed interviews per parking area (some areas have more than one parking lot);

-at EWR, surveys distributed on long term parking buses for long term lot;

-Self-administered questionnaire (about 5 minutes in length, consisting of 2 double-sided pages and 220 IBM-equivalent columns of data) with a contiguous cover letter, and a business reply envelope (BRE), 22,500 surveys distributed/1,800 surveys processed;

-Timing: September or October

The off-airport survey methodology has been different in that parkers are intercepted at the airport terminals as they exit the off-airport shuttle vans at curbside (4,400 surveys distributed).

The Consultant is to recommend an enhanced methodology and incentive to increase parkers' participation in the Parking Survey (perhaps a combination of handout of an invite to respond to a website survey with incentive). The Consultant shall process and analyze the information.

Deliverables

- Produce two (2) tabulation banners;
- SPSS data file (see Task 4.13),
- Key-driver analyses of Customer Satisfaction attributes (see Task 4.11);
- Pricing optimization model – using price paid for parking in a trade-off exercise against current and alternative pricing offerings at Authority on-airport and competitive off-airport facilities and incorporating information from Authority parking databases and comparable Consultant-provided information from national and regional parking systems (including reserved and valet parking concepts)
- Pricing policy analysis -- to develop recommendations for pricing strategies for the Authority utilizing the learning from the pricing optimization model referred to above;
- Report/presentation that presents findings on parkers' perceptions, satisfaction, unmet needs, marketing opportunities, parking patterns and pricing optimization.

The proposed survey design, sampling design, analyses and reports by the Consultant are subject to approval of the Authority.

8.2 EMPLOYEE ENGAGEMENT

This study will provide a measurement of what is important from the airport employee perspective to ensure customer satisfaction. Specifically, the Authority seeks a better understanding of employee responsibilities, as well as how well employees understand their role in customer satisfaction. We are focusing on how the employee interacts with customers (air passengers and meter/greeters) and how the agency can help improve this interaction through employee/management training. The Authority will also examine best practices that can be implemented by employees to improve the service delivery process that will satisfy or exceed air passenger expectations. This is an area that the Authority has not studied exhaustively and we are looking for creative guidance. Examples of employees who interface with air passengers and meeter-greeters include Authority Customer Care Reps, Ground Transportation Staff, Travelers Aid Volunteers, Hotel-Information agents, Airline gate and ticket check-in agents, TSA security staff, baggage skycaps/porters, food-beverage and retail concessions staff, parking/cashier staff and Port Authority Police. The Authority will review recommendations from the Consultant on

study design, including survey design, sampling design, project implementation, analytic design and report/presentation.

As a starting point, the Authority recommends a phased approach, with a qualitative/quantitative pilot study at a specific airport (e.g., EWR) that can be planned and implemented under tight quality controls, targeting a specific class of employee – e.g., concessions staff and management at newsstands, fast food vendors, restaurants, clothing/cosmetics, duty-free, electronics, etc.). This qualitative research would reveal underlying gaps in management-employee customer satisfaction delivery. Recommend sampling approach, survey methodologies (timing and location), analytic treatment and comparative industry benchmarks. Also propose how this program would be expanded to include other airport employees and other airport facilities beyond the terminal buildings, perhaps a probability sampling of all employees at the airports (including Authority management, concessions staff, security staff, janitorial staff, airline staff/agents, parking staff, cargo and ground handlers, etc.).

8.3 FOLLOW-UP CUSTOMER RESEARCH

The Consultant shall provide a mechanism, or forum, where customers can be engaged more frequently than the annual satisfaction survey, or for specialized research efforts. This study will reach out to customers previously interviewed in the Spring Customer Satisfaction Survey, who have indicated their willingness to participate in future Authority research surveys and have provided their email address (approximately 8% of departing passengers and 4% of arriving passengers). The Consultant shall propose methodology, frequency of contact, incentives to obtain passenger cooperation, types of concept stimulus (e.g., could this be in the form of multimedia videos?).

Assist Authority staff to program question sets that are designed by the Authority, as well provide data collection and processing, perform analyses and reporting as required by the Authority. Provide to the Authority SPSS data bases for these studies (see Task 4.13).

IV. CONDITIONS AND PRECAUTIONS

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

The Consultant must be prepared to obtain the necessary clearance (Authority ID badges and background checks) for all field agents/supervisors working in the Non-AOA (Airport Operations Area) sterile areas of the airport where departing passengers can be found. Arrival survey agents or other field agents working outside the sterile areas will require letters of introduction from the Authority and a government-issued photo ID to ensure that they have easy access to pertinent areas where arrivals passengers can be found (baggage claim and terminal frontage). Consultant staff will be subject to Authority ID badging and background checks. The Consultant is responsible to provide eligible candidates for this clearance process. All candidates applying for ID badges will be required to report twice, in person, to the security office at each airport where the badge is needed: once to arrange a ten-year background check and get fingerprinted, as well as attend a Security Identification Display Area (SIDA) class regarding security protocols (and pass an exam at the end of the class); and the second time to pick up the badge, which requires a photo be taken of the applicant at that time. The background check will be performed by the Authority, or its contractor, as required. Note that SIDA classes are not offered every day, so depending on scheduling, the SIDA class may be required take place on a separate day, if it cannot be

combined with fingerprinting. Annual badge renewal is required. The annual badge renewal process is much more simplistic thereafter in that it does not require SIDA participation nor fingerprinting.

The Consultant shall pay all costs associated with this badging process, which includes an application fee, currently $30 payable by company or certified check. Such fees are compensable provided they are consistent with the provisions of this Agreement relating to out-of-pocket expenses.

The Authority will also provide Official Business Parking Passes to the Consultant to cover field supervisor/agent parking costs incurred during the duration of the field period. The Consultant shall maintain a log specifying the pass number, person using the pass and the date/time it was used.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority shall provide the following information for the most recent contract period to the Consultant upon execution of this Agreement:

A. Terminal By Terminal Customer Satisfaction Study questionnaires, tabulations, trend spreadsheets, summary and detailed reports.

B. Mystery Shopping Program Shopper Forms/Scenarios, Airport Standards Manuals used in developing the shopping and quality assurance criteria, typical database reports, management trend highlights/reports, a database extract, and current online portal screen snapshots.

C. Quality Assurance Facility Evaluation Program Forms, typical database reports, management trend highlights/reports, a database extract and online website snapshots.

D. Parking Study questionnaires, tabulations and reports for the most recent survey.

E. Cost/Benefit/ROI Model inputs and historical information/reports.

VI. COMMERCIAL GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE PROCURED BY CONSULTANT

A. Commercial Liability Insurance:

The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than $2,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than $2,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is unescorted in the performance of any field services airside, or if so directed by the Authority, the Commercial General Liability Insurance and Automobile Liability Insurance must contain limits of not less than $25,000,000 combined single limit per occurrence In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities as an additional insured and shall

contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured. Any insurance or self insurance maintained by the above additional insured(s) shall not contribute to any loss or claim. The Consultant's insurance and any other available insurance shall be primary insurance as respects to the above additional insured(s), their representatives, officials and employees.

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that "*The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.*"

B. Workers' Compensation Insurance:

The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than $1,000,000 each accident. A waiver of subrogation in favor of the Authority and its wholly owned entities, as allowed by law, shall be included.

C. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the P. A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth, via e-mail to the Project Manager.

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

2) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Consultant shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Port Authority.

3) Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

* * * *

Name	Title	Hourly Billing Rate
Abuschinow, Dolly	Senior Manager, CATI Programming	$103.00
Bleecher, David	Account Executive	$354.00
Cheng, Hazel	Director, Marketing Science Center	$316.00
Davidson, Randy	Account Supervisor	$45.00
Elmousley, Ziad	Vice President: AA&S	$316.00
Hribar, Jason	Project Director	$112.00
Iadicicco, Nicholas	Vice President, RM	$295.00
Lee, Stephen	Senior Project Director	$112.00
Pelkey, Kathleen	Project Director	$112.00
Schuh, Lee	Interactive Operations Project Director	$104.00
Shields, Sean	Vice President, PM	$112.00
Steinmayer, Chuck	Manager, Data Processing	$104.00

write up

EXHIBIT I
ANNUAL COST SUMMARY

	2013	2014	2015
Task 1 – Quality Control Program	$ 84,448	$ 86,981	$ 89,591
Task 2 – Schedule Preparation	$ 4,256	$ 4,384	$ 4,515
Task 3 – Meetings*	$ 22,700	$ 23,381	$ 24,082
Task 4 – Terminal-by-Terminal Customer Satisfaction Performance Study	$341,272	$349,860	$358,706
Task 5 – Airport Mystery Shopping Program	$427,272	$391,250	$402,043
Task 6 – Annual Airport QAFE Program	$ 85,396	$ 74,976	$ 77,015
Task 7 – Project Management Consulting– Implementation of Study Results*	$ 76,616	$ 46,743	$ 46,873
Task 8 – Optional Services:			
• Detailed Customer Evaluation of Parking	$ 32,300		
• Employee Engagement	$ 25,000		
• Follow-up Customer Research	$ 10,000		

*Compensation for performance of services as provided under Task 3 (Meetings) and Task 7 (Project Management Consulting Services) of Attachment A shall be in accordance to Paragraph 7.B. of this Agreement, subject to the limit on compensation stipulated herein.

Reimbursement for out-of-pocket expenses shall be as provided for in Paragraph 7.C. of this Agreement, except for the Mystery Shopping Program (Task 5), which shall be as provided for in Paragraph 7.D. of this Agreement.

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EXHIBIT II
ANNUAL COST SUMMARY
OPTION YEARS 2016 AND 2017

Upon receipt by the Consultant of authorization from the Authority to proceed with the performance of services for option years 2016 or 2017, the Authority shall pay you as full compensation for all your services and obligations in connection with this Agreement the total of the amounts computed under subparagraphs B through E below, subject to the limits on compensation and provisions set forth in subparagraph A below. Subject to the terms and conditions of this Agreement, travel time is not reimbursable under subparagraph B hereunder.

A. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the amount of **$1,028,833** for 2016, and **$1,056,566** for 2017, unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

B. Failure to perform the required services as needed to compile the mutually agreed upon number of completed questionnaires per study may result in a reduction of the applicable Lump Sum amounts due the Consultant as provided in paragraph 6 of this Agreement. Said reduction shall be based upon the percentage of questionnaires actually completed as compared to the number of questionnaires originally agreed upon.

C. Compensation for performance of services as provided under Task 3 (Meetings) and Task 7 (Project Management Consulting Services) of Attachment A shall be in accordance to Paragraph 7.B. of this Agreement;

D. Reimbursement for out-of-pocket expenses shall be as provided for in Paragraph 7.C. of this Agreement, except for the Mystery Shopping Program (Task 5), which shall be as provided for in Paragraph 7.D. of this Agreement.

	2016	2017
Task 1 – Quality Control Program	$ 92,279	$ 95,047
Task 2 – Schedule Preparation	$ 4,650	$ 4,790
Task 3 – Meetings*	$ 24,805	$ 25,549
Task 4 – Terminal-by-Terminal Customer Satisfaction Performance Study	$367,817	$377,202
Task 5 – Airport Mystery Shopping Program	$413,159	$425,554
Task 6 – Annual Airport QAFE Program	$ 79,116	$ 81,279
Task 7 – Project Management Consulting– Implementation of Study Results*	$ 47,007	$ 47,145

*Compensation for performance of services as provided under Task 3 (Meetings) and Task 7 (Project Management Consulting Services) of Attachment A shall be in accordance to Paragraph 7.B. of this Agreement.

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EXHIBIT III

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN

TNS CUSTOM RESEARCH, INC.

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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** (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 225 Park Avenue South, New York, New York, 10003, and _____ having an office and place of business at _____ ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Regional Commercial Airports Customer Research/Performance Measurement Evaluation (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 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 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 Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential 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) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, 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 Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

EXHIBIT III

(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 Confidential 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.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) 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, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

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

(f) "**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.

(g) "**Information**" means, collectively, all information, 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.

EXHIBIT III

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential 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.

(k) **"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 subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** 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).

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

(a) All Confidential 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. Confidential 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 Confidential 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

EXHIBIT III

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 Confidential 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 Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential 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 Confidential 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 Confidential 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 Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential 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 Confidential 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 Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential 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.

EXHIBIT III

(h) As to all Confidential 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 Confidential 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 Confidential Information as is legally required to be disclosed. If at any time Confidential 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 Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential 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 Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential 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 Confidential 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 Confidential 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 Confidential 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 Confidential 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 Confidential Information is no longer considered 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.

EXHIBIT III

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential 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.

EXHIBIT III

Original to the Port Authority:	The Port Authority of New York and New Jersey
with a copy to:	The Port Authority of New York and New Jersey 225 Park Avenue South - 14th Floor New York, NY 10003 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.

EXHIBIT III

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: _____

Title: _____

Date: _____

EXHIBIT III

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ ("**Related Party**"), am employed as a(n) _____ by _____. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated _____ _____, _____ (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with _____, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential 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 Confidential 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.

Signed: _____

Print Name: _____

Date: _____

EXHIBIT III

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____, is the _____ of _____, a _____ ("**Related Party**"), located at _____, 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 _____ in connection with _____ 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 _____ _____, _____, between _____ (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.

Signed: _____

Print Name: _____

Date: _____

	PA ICE	TNS	IPSOS	Maritz	CSE	A Cust. P.O.V.	TechnoMetrica	LRE
TASK	Line Items	Line Items	Line Items	Line Items	Line Items	Line Items	Line Items	Line Items
TASK 1 - Quality Control	$ 69,000	$ 84,448	$ 4,558	$ -	$ 8,832	$ 29,000	$ 25,750	$ 19,652
TASK 2 - Schedule Preparation	$ 16,250	$ 4,256	$ 12,160	$ 8,000	$ 6,612	$ 2,000	$ 20,750	$ 5,383
TASK 3 - Meetings	$ 63,500	$ 22,700	$ 153,260	$ 47,500	$ 23,890	$ 43,230	$ 27,600	$ 33,885
TASK 4								
4.1 Questionairre Development	$ 20,250	$ 2,360	$ 16,350	$ 4,250	$ 3,330	$ 15,005	$ 4,800	$ 6,331
4.11 Foreign Language	$ 37,250	$ 2,352	$ 24,184	$ 21,250	$ -	$ 13,000	$ 3,750	$ 5,500
4.2 Sample Size Development	$ 34,750	$ 2,240	$ 60,310	$ 12,750	$ 7,648	$ 17,500	$ 4,500	$ 12,571
4.31 Field Administration	$ 465,500	$ 141,000	$ 605,984	$ 212,500	$ 123,090	$ 245,000	$ 132,600	$ 190,000
4.4 Field Oversight	$ 35,000	$ 23,120	$ 88,758	$ 42,500	$ 13,224	$ 42,500	$ 32,000	$ 10,800
4.5 Recruitment and Training of Staff	$ 30,500	$ 32,100	$ 10,964	$ 8,500	$ 5,460	$ 25,100	$ 19,920	$ 12,500
4.6 Encoding/Programming/Questionnaire Pr	$ 48,700	$ 13,734	$ 10,740	$ 7,500	$ 11,655	$ 12,635	$ 7,200	$ 7,560
4.7 Pre-Testing of Questionnaire	$ 8,145	$ 1,375	$ 12,216	$ 9,500	$ 830	$ 5,998	$ 2,140	$ 2,500
4.8 Edit/Process/Coding Completed Question	$ 95,000	$ 31,220	$ 22,912	$ 8,500	$ 3,700	$ 12,018	$ 26,550	$ 1,823
4.9/4.10 Weighting Data/Tabulations/Trende	$ 17,370	$ 1,048	$ 20,234	$ 12,750	$ 42,865	$ 30,020	$ 4,500	$ 8,304
4.11 Develop Drivers of Satisfaction & Other Regression & Statistical Analysis	$ 33,750	$ 28,440	$ 4,208	$ 42,500	$ 59,296	$ 2,993	$ 6,000	$ 8,005
4.12 Analysis, Reporting & Presentation of Su	$ 22,600	$ 2,819	$ 42,990	$ 34,000	$ 41,940	$ 13,300	$ 13,400	$ 16,442
4.13 Format of Statistical Data Base	$ 17,150	$ 3,120	$ 10,740	$ 4,250	$ 12,950	$ 16,720	$ 3,000	$ 1,440
4.14 Ownership/Delivery of Data/Analyses	$ 2,900	$ 1,344	$ 716	$ 4,250	$ 18,350	$ 5,605	$ -	$ -
Additional Task 4 Out of Pocket Expenses	$ 1,200	$ 55,000	$ 199,961	$ 10,000	$ 6,950	$ -	$ 15,000	$ 20,500
Total Task 4	**$ 870,065**	**$ 341,272**	**$ 1,131,266**	**$ 435,000**	**$ 351,288**	**$ 457,393**	**$ 275,360**	**$ 304,276**
TASK 5								
5.1 Project Implementation	$ 79,700	$ 2,240	$ 56,285	$ 22,747	$ 18,840	$ 45,240	$ -	$ 5,710
5.11 Field Administration	$ 501,600	$ 246,400	$ 320,021	$ 135,868	$ 57,600	$ 81,000	$ 64,000	$ 67,200
5.2 Shopping Schedule	$ 39,050	$ 7,840	$ 18,700	$ -	$ 20,400	$ 1,080	$ 10,000	$ 3,637
5.3 Recruitment & Training of Staff	$ 45,000	$ 9,912	$ 38,143	$ 7,015	$ 26,040	$ 2,475	$ 14,280	$ 4,265
5.4 Reports & Evaluation Forms	$ 22,750	$ -	$ 4,576	$ -	$ 4,440	$ -	$ -	$ -
5.41 On-line Database Development	$ 45,000	$ 58,500	$ 11,440	$ -	$ 7,200	$ 19,000	$ 54,000	$ 3,240
5.42 On-line Database Maintenance/Upgrade	$ 21,000	$ 19,500	$ 8,976	$ -	$ 7,200	$ 11,970	$ 11,000	$ 2,880
5.5 Quality Control Program	$ 28,000	$ 82,880	$ 22,880	$ 9,487	$ 28,440	$ 12,195	$ 13,500	$ 3,960
Additional Task 5 Out of Pocket Expenses	$ -		$ 10,685	$ 13,050	$ 1,470	$ -	$ 18,000	$ 6,980
Total Task 5	**$ 782,100**	**$ 427,272**	**$ 491,705**	**$ 188,167**	**$ 171,630**	**$ 172,960**	**$ 184,780**	**$ 97,872**
TASK 6								
6.1 Schedule & Procedure & Development	$ 37,350	$ 896	$ 3,740	$ 13,900	$ 7,620	$ -	$ 2,000	$ 4,364
6.11 Field Administration	$ 113,250	$ 65,100	$ 10,956	$ 21,981	$ 57,600	$ 360,000	$ 8,800	$ 1,600
6.2 Reporting	$ 42,750	$ -	$ 4,576	$ -	$ 2,220	$ -	$ -	$ 2,016
6.21 On-line Database Development	$ 25,000	$ 12,400	$ 5,720	$ -	$ 5,400	$ 19,000	$ 27,000	$ 3,240
6.22 On-line Database Maintenance/Upgrade	$ 8,500	$ 7,000	$ 4,208	$ -	$ 3,600	$ 11,970	$ 7,500	$ 2,880
Additional Task 6 Out of Pocket Expenses			$ 5,340	$ 525	$ -	$ -	$ 1,500	$ 500
Total Task 6	**$ 226,850**	**$ 85,396**	**$ 34,540**	**$ 36,406**	**$ 76,440**	**$ 390,970**	**$ 46,800**	**$ 14,600**
TASK 7								
7.1 Airport Terminal Performance Appraisals	$ 19,125	$ 4,216	$ 46,540	$ 28,300	$ 41,040	$ 25,500	$ 12,800	$ 4,680
7.2 Development/Maintenance of Online Por	$ 21,950	$ 47,400	$ 73,360	$ 185,400	$ 28,500	$ 25,500	$ 50,000	$ 25,200
7.3 Service Recomm & Cost/Benefit Model	$ 36,750	$ 25,000	$ 36,640	$ 37,500	$ 47,520	$ 25,500	$ 12,000	$ 2,150
Additional Task 7 Out of Pocket Expenses	$ 35,000	$ -	$ -	$ 7,500	$ -	$ -	$ -	$ -
Total Task 7	**$ 112,825**	**$ 76,616**	**$ 156,540**	**$ 258,700**	**$ 117,060**	**$ 76,500**	**$ 74,800**	**$ 32,030**
SUBTOTALS	**$ 2,140,590**	**$ 1,041,960**	**$ 1,984,028**	**$ 973,773**	**$ 755,752**	**$ 1,172,053**	**$ 655,840**	**$ 507,698**

	PA ICE	TNS	IPSOS	Maritz	CSE	A Cust. P.O.V.	TechnoMetrica	LRE
TASK	Line Items	Line Items	Line Items	Line Items	Line Items	Line Items	Line Items	Line Items
TASK 8								
8.1 Detailed Customer Eval of Parking	$ 330,050	$ 32,300	$ 249,167	$ 169,000	$ 28,124	$ 75,000	$ 45,000	$ 13,051
8.2 Employee Engagement	$ 388,600	$ 25,000	$ 156,850	$ 34,700	$ 19,368	$ 95,030	$ 35,000	$ 10,623
8.3 Follow-up Customer Research	$ 23,500	$ 10,000	$ 68,160	$ 24,000	$ 55,197	$ 24,990	$ 95,000	$ 9,715
Additional Task 8 Out of Pocket Expenses	$ 92,600	$ -	$ -	$ 7,500	$ -	$ -	$ 9,000	$ 24,250
Total Task 8	**$ 834,750**	**$ 67,300**	**$ 474,177**	**$ 235,200**	**$ 102,689**	**$ 195,020**	**$ 184,000**	**$ 57,639**
GRAND TOTALS	**$ 2,975,340**	**$ 1,109,260**	**$ 2,458,206**	**$ 1,208,973**	**$ 858,441**	**$ 1,367,073**	**$ 839,840**	**$ 565,337**