

Duffy, Daniel

FOIA# 12766

**From:** cking@riker.com  
**Sent:** Friday, October 14, 2011 2:54 PM  
**To:** Duffy, Daniel  
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Catherine  
Last Name: King  
Company: Riker Danzig  
Mailing Address 1: Headquarters Plaza  
Mailing Address 2: 1 Speedwell Avenue  
City: Morristown  
State: NJ  
Zip Code: 07960  
Email Address: [cking@riker.com](mailto:cking@riker.com)  
Phone: 973-451-8545  
Required copies of the records: Yes

List of specific record(s):

Any and all licenses, permits or other authorizations issued to or agreements with non-privileged shared-ride providers

**THE PORT AUTHORITY OF NY & NJ**

Daniel D. Duffy  
FOI Administrator

June 11, 2012

Ms. Catherine King  
Riker Danzig  
Headquaters Plaza, 1 Speedwell Avenue  
Morristown, NJ 07960

Re: Freedom of Information Reference No. 12700

Dear Ms. King:

This is a response to your October 14, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of licenses, permits and authorizations issued to or agreements with non-privileged shared-ride providers.

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/12700-C.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemption (1) of the Code.

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

Very truly yours,



Daniel D. Duffy  
FOI Administrator

225 Park Avenue South  
New York, NY 10003  
T: 212 435 3642 F: 212 435 7555

AGT-101



**THE PORT AUTHORITY OF NY & NJ**

**PURCHASING SERVICES DIVISION  
ONE MADISON AVENUE, 7<sup>TH</sup> FL.  
NEW YORK, NY 10010**

**INVITATION FOR BID/PUBLIC BID OPENING  
BID INFORMATION**

**TITLE: FOR-HIRE GROUND TRANSPORTATION SERVICE AT JOHN F. KENNEDY AIRPORT (JFK), LAGUARDIA AIRPORT (LGA), AND NEWARK INTERNATIONAL AIRPORT (NIA)**

**BID NO.: 00000012627**

**SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS  
WHERE THEY WILL BE PUBLICLY OPENED AND READ**

**BID DUE DATE: APRIL 09, 2007 TIME: 11:00 AM**  
**QUESTIONS BY: MARCH 20, 2007**  
**BUYER NAME: T. J. Storch PHONE NO.: (212) 435-3936**  
**FAX NO.: (212) 435-3959**  
**E-MAIL: tstorch@panynj.gov**

**BIDDER INFORMATION  
(TO BE COMPLETED BY THE BIDDER)  
(PLEASE PRINT)**

DIAL 7 CAR & LIMOUSINE SERVICE, INC  
(NAME OF BIDDING ENTITY)

43-23 35<sup>th</sup> STREET  
(ADDRESS)

LONG ISLAND CITY, NEW YORK 111  
(CITY, STATE AND ZIP CODE)

BARBARA AUGUST - EXECUTIVE ASSISTANT 718-707-6121  
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE))  
(Ex. 1) 718-349-5206

(FEDERAL TAX I.D. NO.) (FAX NO.)

BUSINESS CORPORATION  PARTNERSHIP  INDIVIDUAL

OTHER (SPECIFY): \_\_\_\_\_

*JOHN F. KENNEDY INTERNATIONAL &  
LAGUARDIA AIRPORTS  
AND  
NEWARK LIBERTY INTERNATIONAL AIRPORT*

***FOR - HIRE***

*AIRPORT GROUND TRANSPORTATION SERVICE*

***INVITATION FOR BIDS***

*Aviation Department*

**THE PORT AUTHORITY  
OF NY & NJ**

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

The Port Authority of New York and New Jersey (hereinafter called the "Port Authority") invites Bids to promote "For-Hire Service," as further described herein, to the public at self-service telephone boards at John F. Kennedy International and LaGuardia Airports and/or Newark Liberty International Airport.

Bids will be received until 11 :00 A.M. on April 09, 2007, in The Port Authority of New York and New Jersey, Purchasing Division, One Madison Avenue, New York, New York 10010 Attention: Manager, Purchasing Division. Each Bid shall be sealed and conspicuously endorsed with the bidder's name.

The receipt of this invitation from the Port Authority does not mean and should not be interpreted to mean that the Port Authority has reached any conclusions as to the qualifications of any recipient of this invitation to submit a Bid hereunder or to develop, operate or provide For-Hire Service from John F. Kennedy and LaGuardia Airports and/or Newark Liberty International Airport.

PROCUREMENT  
2007 APR -9 AM 11:52

ARTICLE I. PURPOSE AND BACKGROUND

- (a) The Port Authority provides for the operation of several different categories of commercial ground transportation at the Airports, including Privileged Shared-Ride Service, Non-Privileged Shared-Ride Service, High Volume Scheduled Coach Service, Incidental Coach Service and For-Hire Service. The purpose of this invitation is to seek Bids to promote For-Hire Service to the public at customer self-service telephone boards located inside Airport terminal buildings.

In this invitation, the Port Authority seeks Bids to promote For-Hire Service from (i) John F. Kennedy International (JFK) and LaGuardia Airports (LGA) to all points in the surrounding metropolitan region and/or (ii) Newark Liberty International Airport (EWR) to all points in the surrounding metropolitan region. **THIS INVITATION DOES NOT SEEK ANY GROUND TRANSPORTATION SERVICE TO BE PAID FOR BY THE PORT AUTHORITY; FARES WILL BE CHARGED TO THE PUBLIC BY THE FOR-HIRE SERVICE PROVIDER.** Such service shall be offered only on a per vehicle basis (by either an hourly or flat rate charge for the use of a vehicle). The term "For-Hire Service Providers" shall mean successful bidders under this invitation. For-Hire Service Providers will not be permitted to offer or advertise transportation on a per head basis at or through the self-service telephone boards or the Ground Transportation Counters as such terms are defined below.

## INFORMATION FOR BIDDERS

- (b) Bidders authorized to provide For-Hire Service shall have their service offered to the public through Port Authority furnished passenger self service telephones installed at or near Ground Transportation Counters. Ground Transportation Counters, which are referred to as "Consolidated Limousine Information and Reservation Service Counters" in the Ground Transportation Agreement described below, are located in the arrivals area of each airline terminal building. Ground Transportation Center locations are noted on Exhibits IA, IB, and IC annexed hereto and hereby made a part hereof. The number and location of Ground Transportation Counters is subject to change as are locations of airlines within terminal buildings. The operation of such Ground Transportation Counters is subject to the continuing consent of the airport terminal operators. Ground Transportation Counters will be staffed during primary travel hours by Port Authority staff or personnel employed by a third party contractor selected by the Port Authority. Customers who request For-Hire Service at the Ground Transportation Counters shall be directed to the aforementioned self-service telephones and connected directly to the Providers dispatchers by the use of an abbreviated dialing sequence on "auto dial" telephones.
- (c) Expenses for calls placed through such telephones shall be borne by the For-Hire Service Provider. For-Hire Service Providers will be required to establish a toll-free "800" telephone number through which calls will be placed to their dispatch offices. For-Hire Services may not use the telephones for any purpose, including the offer of per head service to the public, other than to offer For-Hire Service as defined herein. The Port Authority may also use such telephones for calls by the public to other categories of ground transportation service (i.e., High Occupancy Coach Service, Privileged Share-Ride Service, etc.). A description of how other transportation services will be accommodated at the Airports is described in Exhibit II annexed hereto and hereby made a part hereof.
- (d) For-Hire Service Providers will not be allowed to use restricted Airport roadways and curb frontages nor will they be given special pick-up or parking privileges. For-Hire Service Providers will use public roadways and parking areas and be subject to fees required of the public for use of such facilities. In the event For-Hire Service Providers are allowed or required to use particular parking areas or other facilities at one or more Port Authority Airports, such For-Hire Service Providers will be required to use such parking areas or other facilities in the same manner and at the same fees applicable to other similar ground transportation providers operating to or from the Airports.
- (e) The Port Authority may (i) post notices on or adjacent to the self-service telephones and (ii) include notices on written material distributed to the public at the Ground Transportation Counters stating that the Port Authority makes no warranty or representation about the service provided by the For-Hire Service Providers and assumes no liability with respect thereto.

## INFORMATION FOR BIDDERS

- (f) In exchange for the privilege of being listed on passenger self-service telephones at the Ground Transportation Counters, bidders shall offer compensation to the Port Authority. Such compensation shall be offered to the Port Authority on the basis of an annual fixed amount to be stated in the Bid Sheet annexed hereto and hereby made a part hereof and will be payable to the Port Authority in four equal quarterly installments.
- (g) The effective period of the Port Authority Ground Transportation Agreement (the "Ground Transportation Agreement") applicable to For-Hire Service Providers will commence on the date contained in a notification from the Port Authority and expire on February 28, 2010, with two subsequent one-year extension periods solely at the option of the Port Authority. Such For-Hire Service Providers shall have no right of refusal with respect to any such options exercised by the Port Authority. Each successful For-Hire Service bidder is called a Permittee in the Ground Transportation Agreement. The Port Authority may select bidders offering the highest compensation payable over a one-year period to the Port Authority so that a total of four (4), five (5), or six (6) For-Hire Service Providers will operate at all three (3) Airports. The annual fee shall be divided by four to determine the quarterly fee.
- (h) For-Hire Service Providers are listed at the Ground Transportation Counters located within each airline terminal as indicated in Exhibits IA, IB and IC. The Port Authority issued awards in 2002 that ranged from \$17,000 to \$35,101 for service from Kennedy International and LaGuardia Airports and that ranged from \$15,600 to \$32,500 for service from Newark Liberty International Airport.
- (i) The Port Authority reserves the right in its sole discretion to modify, amend or supplement its ground transportation business arrangements as outlined in Exhibit II hereof before or after its execution of any Ground Transportation Agreement with one or more successful bidders hereunder. The Ground Transportation Agreement with each successful bidder shall provide that in the event of a significant change to the ground transportation business arrangements outlined in Exhibit II, the Port Authority shall notify the Permittee thereunder and the said Permittee shall have the right during the thirty (30) day period following such notice to notify the Port Authority on thirty (30) days prior written notice that it wishes to terminate the Agreement, with the effect of expiration. Without limiting the generality of the foregoing, in the event a successful bidder operates Privileged Shared-Ride Service as a Permittee under a Permit from the Port Authority and such Permit expires or is terminated or revoked by either the Port Authority or the Permittee, the Permittee shall have the right during the thirty (30) days following the giving of notice thereof to terminate its Ground Transportation Agreement, upon ten (10) days advance notice.

## ARTICLE II. OPERATIONAL CONSIDERATIONS - REGULATORY REQUIREMENTS

- (a) Bidders should be aware that due to operational and other considerations, the Ground Transportation Agreement provides that the Port Authority shall have no liability with respect to roadway congestion at the Airports or the presence in the Airport terminals or

### INFORMATION FOR BIDDERS

elsewhere of persons not authorized by the Port Authority soliciting passengers for ground transportation. The Port Authority has a number of efforts underway to discourage such solicitation in the Airport terminals and is working with the airlines to combat such activity; however, bidders are strongly urged to observe the airport terminals and roadways prior to preparing any response to this invitation.

- (b) The Port Authority reserves the right to shop the services of the For-Hire Service Providers to ensure satisfactory standards of service are maintained.
- (c) Bidders must have or should obtain any necessary governmental regulatory authority and other authorizations to operate the For-Hire Service for each of its vehicles; the attached Ground Transportation Agreement does not constitute that authority. Such authority must remain in place throughout the effective period of any Ground Transportation Agreement with the Port Authority.

### ARTICLE III. QUESTIONS CONCERNING FOR-HIRE SERVICE BIDS

Any questions by prospective bidders concerning this invitation may be addressed in writing to the buyer listed on the cover via fax or e-mail listed on the cover. All questions must be submitted no later than March 20, 2007. The Buyer is authorized only to direct the attention of prospective bidders to various portions of this invitation so they may read and interpret such for themselves. The Buyer may or may not respond to such individual questions. Except as noted below, no employee of the Port Authority is authorized to interpret any portion of this invitation nor give information as to its requirements in addition to those contained herein. Any changes in the provisions of this invitation will be by addendum to this invitation and will be communicated to prospective bidders in writing by the Director of the Port Authority's Procurement Department or her designee, and such writing shall form a part of this invitation. The Port Authority reserves the right not to issue an addendum.

### ARTICLE IV. BID PROCEDURES

#### (a) Submission of Bids

- (i) Study and complete all papers carefully. **SUCCESSFUL BIDDERS WILL BE REQUIRED TO COMPLY WITH ALL TERMS AND PROVISIONS OF THE GROUND TRANSPORTATION AGREEMENT.**
- (ii) Do not unstaple or take apart booklet at any time.
- (iii) The bidder shall review carefully every provisions of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and those contained in the Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The Providers Bid Sheet(s) contained herein must be completed. The bid shall be sealed in the enclosed self-addressed envelope

**INFORMATION FOR BIDDERS**

with the Bidder's name and address conspicuously marked. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

The bidder shall, as appropriate, based upon the airports on which the bidder wishes to bid, execute duplicate copies of the Ground Transportation Agreement covering (i) Kennedy International Airport and LaGuardia Airport (yellow in color), (ii) Newark Liberty International Airport (green in color), or (iii) both such agreements, including the execution of the Assurance of Irrevocability provided for separately in each Ground Transportation Agreement and the bidder shall return the same with the bid sheets in the above-described self-addressed envelope. Bidders may keep the third copy of this invitation for their records. Bidders may not condition a bid for either alternate (i) or (ii) above on the acceptance by the Port Authority of its bid for the other such alternate.

All Bids must be received by the Buyer on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery.

**(b) Acceptance or Rejection of Bids**

- (i) **THE RETURN OF ONE COPY OF SUCH GROUND TRANSPORTATION AGREEMENT WITH THE PORT AUTHORITY'S ACCEPTANCE ENDORSED THEREON, IF THE PORT AUTHORITY CHOOSES TO ACCEPT ANY SUCH BID OR BIDS, WILL EFFECTUATE SUCH AGREEMENT.**

No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. Such notice will state whether or not the Port Authority elects to require the bidder to furnish a security deposit which security deposit shall not exceed an amount equal to one-fourth of the annual fee offered by the bidder hereunder. Rejection of a bid will be only by either (a) a notice in writing specifically stating that the bid is rejected, signed by an authorized representative on behalf of the Port Authority and mailed to or delivered at the office designated in the bid or (b) the omission of the Port Authority to accept a bid within one hundred twenty (120) days following the date bids are due hereunder and no other act of the Port Authority, its Commissioner, officers, agents or employees shall constitute rejection of a bid, including any counter offer or other act of the Port Authority, its Commissioners, officers, agents or employees. Neither the Commissioners of the Port Authority nor any of them nor any officer, agent or employee thereof shall be charged personally by the bidder with any liability or held liable to it because of the submission or

### INFORMATION FOR BIDDERS

attempted submission of any bid or any terms or provision of the "Information For Bidders" or because of any breach thereof.

- (ii) In the event that on one or more occasions either the Port Authority shall revoke or the Permittee thereunder shall terminate one or more of the Ground Transportation Agreements theretofore in effect, the Port Authority in its sole discretion and without limiting its discretion to enter into a Ground Transportation Agreement or any other agreement with any other entity, may offer to accept a previously rejected bid for such term as is then stated by the Port Authority in a form of Ground Transportation Agreement to be tendered by the Port Authority to such bidder. The bidder would have the right but not the obligation, to accept the offer on the terms therein contained by executing and returning such Ground Transportation Agreement attached thereto to the Port Authority within the time stated therein.
- (iii) The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject all bids or to accept that bid or bids, if any, which in its judgment will under all the circumstances best serve the public interest and to waive defects in any bid. No rights accrue to any bidder unless and until its bid is accepted.

#### (c) Bidder's Prerequisites

Only bidders who can comply with the following should submit bids as only such bidders will be considered qualified:

- (i) The bidder or one or more of its principals shall have had at least three (3) years continuous experience immediately prior to the date of submission of its bid in the management and operation of a For-Hire Service which operated not less than ten vehicles at all times during that period. Such service shall have been conducted through a fixed base station with radio-dispatched vehicles in response to requests via telephone from customers for such service. As of the date of the submission of bids hereunder, the bidder must have at least ten (10) vehicles in service, either owned or under contract to provide service. Bidders must be able to present documentation to the Port Authority, demonstrating compliance with each of the above-described prerequisites, including any contracts to provide service, within 24 hours, if so requested.
- (ii) Vehicles used to provide service under a Ground Transportation Agreement with the Port Authority shall be no older than model year 2002.

#### (d) Bidder's Signature

Each copy of this booklet shall be signed by the bidder in the space provided and the bidder's address shall be filled in. If the bidder is a corporation, it shall be signed by an executive officer thereof, fully authorized so to do, the corporate seal shall be affixed, and a copy of the

### INFORMATION FOR BIDDERS

certificate of incorporation enclosed. If the bidder is a corporation not incorporated under the laws of the state where the For-Hire service is to be conducted, the bidder shall enclose a certificate from the Secretary of State of the state in which the Airport(s) are located evidencing the bidder's legal qualifications to do business in the said state. If the bidder is a partnership, the booklet shall be signed by each of the partners and on behalf of the partnership by one of the general partners.

#### (e) Bidder's Net Worth -Balance Sheet -Additional Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to its qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire shall include, but not be limited to, the following:

- (i) The Bidder may be required to demonstrate that it is financially capable of performing this Contract. The determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
  1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.
  - (ii) Where the certified financial statements set forth in (i) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.
  - (iii) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (i) and (ii) above, then financial statements containing such information prepared directly by the Bidder may be submitted; such financial statements, however, must be accompanied by a signed copy of the Bidder's most recent Federal income tax return and a statement in writing from the Bidder, signed by an executive officer or his/her authorized designee, that such statements accurately reflect the present financial condition of the Bidder.

Where the statements submitted pursuant to subparagraph's (i), (ii) or (iii) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the date on which the bids are opened, then the Bidder shall also submit a statement in writing, signed by an executive officer of the Bidder or

#### INFORMATION FOR BIDDERS

his/her designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. A statement of work which the Bidder has on hand, including any work on which a bid has been submitted, containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.
3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
4. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
5. If the Bidder is a corporation: (1) a copy of its certificate of incorporation and, if applicable, all amendments thereto with a written declaration signed by the Secretary of the corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the certificate of incorporation and any such amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
6. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.
7. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
8. In the event that the Bidder's performance on a current or past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

## INFORMATION FOR BIDDERS

9. *The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.*
  10. *Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid.*
  11. *At any time after the opening of bids, the Port Authority may give oral or written notice to one or more bidders to furnish the Port Authority with information relating to its qualifications to perform work covered by the Ground Transportation Agreement. The giving of the aforesaid notice to a bidder shall not be construed as an acceptance of said bidder's bid.*
- (f) Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment Conviction Suspension, Debarment, Disqualification, Prequalification Denied or Termination, Etc.; Disclosure of Other Required Information
- (i) *By bidding on this Ground Transportation Agreement, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the bidder and each parent and/or affiliate of the bidder has not (A) been indicted or convicted in any jurisdiction; (B) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (C) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (D) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (A), (B), and (C) above; (E) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid; (F) been denied a contract by any governmental agency for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (G) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (H) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (I) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigate agency; (J) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license*

#### INFORMATION FOR BIDDERS

held or with respect to any violation of federal, state, or local environmental law, rule or regulation; and (K) shared space, staff, or equipment with any business entity.

- (ii) The foregoing certification as to "(A)" through "(K)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of ten percent (10%); if the bidder is a partnership, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.
- (iii) In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement, which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty.
- (iv) Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this paragraph as requiring disclosure at the time that the bid is submitted, the bidder agrees to immediately notify the Port Authority in writing of any change in circumstances during the period of irrevocability, or any extension thereof.
- (v) The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy. In the event that the Port Authority determines at any time prior or subsequent to entering into the Ground Transportation Agreement that the bidder has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Port Authority may determine that the bidder is not a responsible bidder with respect to its bid on the Ground Transportation Agreement or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the Ground Transportation Agreement respecting its revocation by the Port Authority. In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability

INFORMATION FOR BIDDERS

to make such certification will not in and of itself disqualify a bidder, and that in each instance the Port Authority will evaluate the reasons therefor provided by the bidder.

(vi) As used in this clause, the following terms shall mean:

- A. Affiliate - An entity in which the parent of the bidder owns more than fifty percent (50%) of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent (50%) of the bidder also owns more than fifty percent (50%) of the voting stock.
- B. Agency or Government Agency - Any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.
- C. Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.
- D. Investigation - Any inquires 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.
- E. Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the bidder by whatever titles known.
- F. Parent - An individual, partnership, joint venture or corporation, which owns more than fifty percent (50%) of the voting stock of the bidder.
- G. Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.
- H. Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to one or more other business(es) or not-for-profit organization(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

## INFORMATION FOR BIDDERS

1. Equipment Sharing - Equipment shall be considered to be shared whenever the bidder shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles, and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the bidder has entered into a formal lease for the use of the equipment and exercises exclusive use of the equipment; or when the bidder owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the bidder has relinquished all right to the use of such leased equipment.
- (g) Non-Collusive Bidding and Code of Ethics Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee
- (i) By bidding on this Ground Transportation Agreement, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that: (A) the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (B) the prices quoted in its bid have not been and will not be knowingly disclosed, directly or indirectly, by the bidder prior to the official opening of such bid to any other bidder or to any competitor; (C) no attempt has been made and none will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; (D) this organization has not made any offers or agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in Special Endorsement No. 11 of the Ground Transportation Agreement) or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the individual named in the clause hereof entitled "Questions Concerning For-Hire Service Bids"), nor does this organization have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; and (E) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the bidder for the purpose of securing business, has been employed or retained by the bidder to solicit or secure this Ground Transportation Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.
  - (ii) The foregoing certification as to "(A)", "(B)", "(C)", "(D)", and "(E)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder

### INFORMATION FOR BIDDERS

itself, but also with respect to each parent, affiliate, director, and officer of the bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the bidder with an ownership interest in excess of ten (10%); if the bidder is a partnership, such certification shall be deemed, to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

- (iii) In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement, which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.
- (iv) Notwithstanding that the bidder may be able to make the foregoing certification at the time the bid is submitted, the bidder shall immediately notify the Port Authority in writing during the period of irrevocability of bids on either of the Ground Transportation Agreements or any extension of such period, of any change of circumstances which might under this clause make it unable to make the foregoing certification or required disclosure. The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in awarding the Ground Transportation Agreements. In the event that the Port Authority should determine at any time prior or subsequent to the award of the Ground Transportation Agreements that the bidder has falsely certified as to any material item in the foregoing certification 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 certification required to be disclosed, the Port Authority may, determine that the bidder is not a responsible bidder with respect to its bid on the Ground Transportation Agreements or with respect to future bids on Port Authority contracts and may, in addition to exercising any other rights or remedies it may have, exercise any of the rights or remedies set forth in the clause of the Ground Transportation Agreements respecting its revocation by the Port Authority.
- (v) In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a bidder, and that in each instance the Port Authority will evaluate the reasons therefor provided by the bidder.

INFORMATION FOR BIDDERS

(h) Bidder Eligibility For Award of Contracts -Determinations by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

- (i) Bidders are advised that the Port Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.
- (ii) The policy permits a bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded the contract on which it has bid because (A) the state agency determination relied upon does not apply to the bidder, or (B) the state agency determination relied upon was made without affording the bidder the notice and hearing to which the bidder was entitled by the requirements of due process of law, (C) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or a violation of a prevailing rate of wage law.
- (iii) 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.

(i) Gifts, Gratuities, and Offers of Employment

- (i) During the term of any agreement to be entered into between the Port Authority and the successful bidder, the successful bidder shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother, sister) or any of the foregoing in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the successful bidder on behalf of the Port Authority, whether or not such duties are related to any agreement to be entered into between the successful bidder and the Port Authority, or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of any agreement to be entered into between the successful bidder and the Port Authority.
- (ii) 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 to be entered into between the successful bidder and the Port Authority, or any other Port Authority lease or contract), etc., which might tend to obligate the Port Authority employee to the successful bidder, (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 any

## INFORMATION FOR BIDDERS

agreement to be entered into between the successful bidder and the Port Authority, or any other Port Authority lease or contract.

- (iii) In addition, during the term of any agreement to be entered into between the Port Authority and the successful bidder, the successful bidder shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request of the Office of the Secretary of the Port Authority).
- (iv) The successful bidder shall include the provisions of this paragraph in each sublease, contract or subcontract entered into under and pursuant to the provisions of any agreement to be entered into between the Port Authority and the successful bidder.
- (v) By submitting a Bid in response to this Bid, each bidder certifies that it has not made any offers or agreements, or given or agreed to give, anything of value (as defined in this paragraph) or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994.

### (j) Entry of Charges

The price quoted shall be written in figures in ink where required, on the Bid Sheet attached hereto and made a part hereof.

### (k) No Liability

By submitting a Bid in regard to this Bid, the bidder agrees neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Permittee with any liability in connection therewith, or held liable to it, under any term or provision of this agreement, or because of its execution, or because of any breach thereof.

### (l) Conflict of Interest

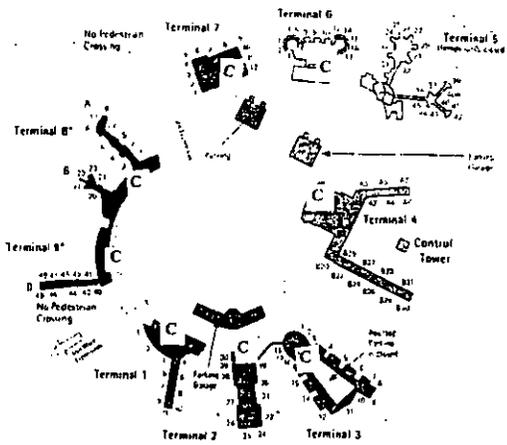
During the term of this contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed

#### INFORMATION FOR BIDDERS

as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director of Procurement in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director of Procurement, the Contractor 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 of Procurement shall determine that the performance by the Contractor of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said services is determined by the Director of Procurement to be no longer appropriate because of such preclusion, then the Director of Procurement shall have full authority on behalf of both parties to order that such portion of the Contractor's services not be performed by the Contractor, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the services provided by the Contractor hereunder.

**GROUND TRANSPORTATION COUNTER LOCATIONS Exhibit IA**

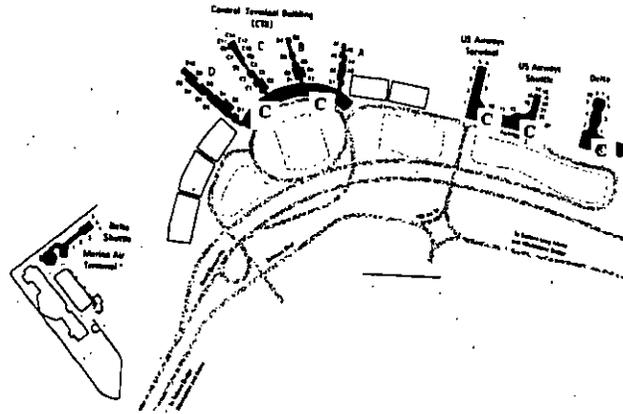
**JOHN F. KENNEDY INTERNATIONAL AIRPORT**  
**C = Ground Transportation Counter Locations**



**GROUND TRANSPORTATION COUNTER LOCATIONS Exhibit IB**

**LaGuardia Airport**

**C = Ground Transportation Counter Locations**



**GROUND TRANSPORTATION COUNTER LOCATIONS Exhibit IC**

**NEWARK LIBERTY INTERNATIONAL AIRPORT**  
**C = Ground Transportation Counter Locations**

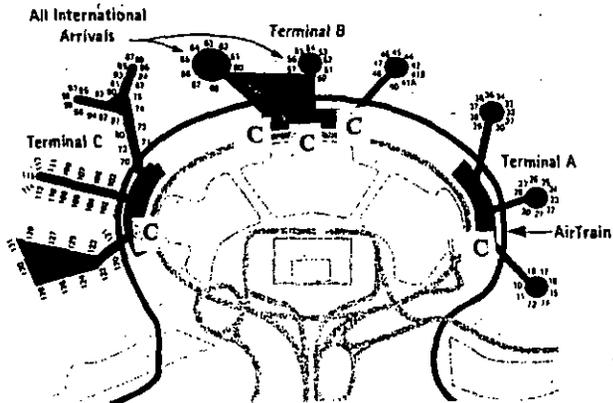


Exhibit II

OTHER TRANSPORTATION SERVICES

In addition to the For-Hire Service available through self-service telephones, which is the subject of this invitation, the Port Authority will dispense information and/or make reservations for a wide array of ground transportation services through the Ground Transportation Counters and self-service telephones, including but not limited to, shared ride bus and van operators, taxis and public transportation. Inasmuch as the Port Authority is interested in increasing the use of high occupancy vehicles by passengers using the Airports, the primary function of the Ground Transportation Counters is to represent and foster use of high occupancy vehicle services. These services may or may not pay fees to the Port Authority.

- (a) Privileged Shared-Ride Services are those companies previously selected through a Request For Bids process to provide a ground transportation service operated in seven passenger vehicles or larger, including the driver, including both fixed route scheduled service and/or multiple stop "door-to-door" service. Those authorized to provide Privileged Shared-Ride Service ("Privileged Shared-Ride Providers") will be represented at Ground Transportation Counters located in each airline terminal building and offered preferential locations for curbside passenger pickup. Representation of Privileged Shared-Ride Service during primary travel hours shall be through Port Authority staff or a third party contractor selected by the Port Authority and at other times through Port Authority furnished self-service telephones connected to the provider's dispatchers. **SUCH SERVICE IS NOT THE SUBJECT OF THIS INVITATION.**
- (b) The term "High Volume Scheduled Coach Service" shall mean any service which is so classified by the Port Authority. As of December 1, 1998, High Volume Scheduled Coach Service is a ground transportation service operated between points which carries at least thirty thousand (30,000) passengers per month to and from the Airport with at least eighty-five percent (85%) (or other percentage as may in the future be specified by the Port Authority) of the passengers being transported in coaches having twenty-five (25) or more seats, including the driver although in-vehicle luggage racks may be substituted for some small number of seats, the operator of which does not operate any other service to and from the Airports. A High Volume Scheduled Coach Provider may offer service that competes with one or more Privileged Shared-Ride Providers and may represent its service in the Airport terminals at or adjacent to the Ground Transportation Counters or be represented by the Port Authority or its contractor at the Ground Transportation Counters in a similar manner to the representation provided to Privileged Shared-Ride Providers. **SUCH SERVICE IS NOT THE SUBJECT OF THIS INVITATION.**
- (c) Incidental scheduled coach service ("Incidental Scheduled Coach Service") is any service operated on a scheduled basis exclusively in coaches having twenty-five or more seats serving a metropolitan area at least fifty (50) miles from the Airport, which makes a stop at the Airport, and which stop is incidental to stops at other major transportation facilities such as the Port Authority Bus Terminal in midtown Manhattan. Incidental Scheduled Coach Service will have such service represented at the Ground Transportation Counters. **SUCH SERVICE IS NOT THE SUBJECT OF THIS INVITATION.**

Exhibit II

- (d) Commercial ground transportation operators using vehicles carrying six or fewer passengers including the driver ("For-Hire Service Providers") will be allowed to provide transportation to their prearranged passengers, but will not otherwise be permitted to solicit business at the Airport except as noted below. They will be allowed to actively load passengers at curbside areas open for use by the general public. At other times they must be parked in Airport parking lots or at other authorized locations. For the convenience of passengers who wish For-Hire Service but do not have previous arrangements, several phone-board slots will be available to the providers offering the highest compensation to the Port Authority. **SUCH SLOTS ARE THE SUBJECT OF THIS INVITATION**
- (e) All other Shared-Ride Providers, including transportation operators not selected to be Privileged Shared-Ride Providers, shall be classified as Non-Privileged Shared-Ride Providers. These providers will be allowed to transport their passengers to and from the Airport, and will have use of secondary locations to actively load passengers. The Port Authority reserves the right to impose a mandatory annual fee on such provider. In the event that a passenger is seeking service other than that offered by a Privileged Shared-Ride Provider, a list of Non-Privileged Shared-Ride Providers may be distributed at the Ground Transportation Counters and the passengers will be free to arrange transportation using public telephones. **SUCH SERVICE IS NOT THE SUBJECT OF THIS INVITATION.**
- (f) Waterborne and Airborne Transportation Providers such as ferries and helicopters will be allowed to transport their passengers to and from the Airports. Passengers may obtain such service via shuttle vans or buses operated by either the Waterborne or Airborne Transportation provider or its contractor(s) or the Port Authority or its contractor(s). Information about such providers may be made available through the Ground Transportation Counters. The Port Authority may also enter into an arrangement(s) with a provider(s) of Waterborne Transportation that may include subsidization of such a provider(s). **SUCH SERVICE IS NOT THE SUBJECT OF THIS INVITATION.**
- (g) "Public Transportation Alternative Service" includes local scheduled public bus service, subway, Amtrak, commuter railroad service, Newark Airtrain, JFK AirTrain and taxi service. Ground Transportation Counter personnel may give schedule and fare information regarding such services.

Exhibit III

ANNUAL PASSENGER ENPLANEMENTS

	<u>JFK</u>	<u>EWR</u>	<u>LGA</u>
1993	26,796,849	25,809,414	19,804,566
1994	28,819,369	28,018,984	20,730,467
1995	30,377,579	26,626,231	20,599,394
1996	31,155,496	29,117,464	20,699,136
1997	31,357,431	30,945,857	21,607,448
1998	31,059,095	32,575,874	22,811,935
1999	31,708,431	33,622,686	23,926,923
2000	32,827,864	34,188,701	25,260,034
2001	29,350,052	31,100,491	22,519,874
2002	29,939,212	29,220,775	21,986,679
2003	31,732,446	29,428,899	22,482,770
2004	37,517,496	31,908,556	24,435,619
2005	40,884,350	33,037,754	25,878,601

2001 ESTIMATED

Each bidder understands and agrees that the foregoing is provided for informational purposes only and that the Authority is not making any representations regarding the market for For-Hire services during the term of this permit. The furnishing of this information by the Authority shall not create or be deemed to create any liability upon the Authority for any reason whatsoever, and by submitting the proposal each Bidder expressly agrees that it has not relied upon the foregoing information and that it shall not hold the Authority liable or responsible therefor.

JOHN F. KENNEDY INTERNATIONAL AIRPORT  
AND  
LAGUARDIA AIRPORT

FOR-HIRE SERVICE  
PROVIDERS BID SHEET

In consideration for the privilege of offering a For-Hire Service at John F. Kennedy International and LaGuardia Airports through self-service telephones, the For-Hire Service Provider shall pay an annual flat fee to the Port Authority of:

Amount in words: Forty Seven Thousand, Seven Hundred + 00 Dollars

Amount in figures: \$ 47,718.00

2007 APR 9 AM 11:52  
PROCUREMENT

(In the event of any inconsistency between the amount stated in words and the amount stated in figures, the amount stated in words will be controlling. Bids based on a percentage of gross receipts or formulas that vary the amount bid based on the amount of work performed will result in the disqualification of the bid.)

**IF THE BIDDER SUBMITS A BID FOR FOR-HIRE SERVICE AT JOHN F. KENNEDY INTERNATIONAL AND LAGUARDIA AIRPORTS, THE BIDDER MUST EXECUTE THE ATTACHED GROUND TRANSPORTATION AGREEMENT INCLUDING THE SEPARATE EXECUTION OF THE ASSURANCE OF IRREVOCABILITY CONTAINED THEREIN COVERING SUCH AIRPORT.**

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

GROUND TRANSPORTATION AGREEMENT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facilities hereinafter named, in accordance with the Terms and Conditions hereof and the endorsements annexed hereto; and the Permittee agrees to pay the fee specified in the Bid Sheet annexed hereto and hereby made a part hereof and to perform all other obligations imposed upon it in the said Terms and Conditions:

- 1. FACILITIES: John F. Kennedy International and LaGuardia Airports
- 2. PRIVILEGE: As set forth in Special Endorsement No.1
- 3. ENDORSEMENTS: 2.2, 2.8, 3.1, 8.0, 9.1, 9.5, 9.6, 10.1, 12.1, 14.1, 16.1, 17.1, 18.1, 19.1, 19.2, 23.1 AND SPECIALS
- 4. FEE: As set forth in the Bid Sheet
- 5. EFFECTIVE DATE: Seven (7) days after the date of execution of this Agreement by the Port
- 6. EXPIRATION DATE: February 28, 2010 unless sooner revoked or terminated as provided in Section 1 of the following terms and conditions

PROCUREMENT  
2007 APR -9 AM 11:52

Bid Submitted By:

Bid Accepted By:

PERMITTEE: DIAL CARE LIMOUSINES THE PORT AUTHORITY OF NY & NJ  
(Name of Firm)

By: [Signature]  
(Signature of Authorized Officer)  
PRESIDENT  
(Title of Authorized Officer)

By: [Signature]  
Title: Asst. Director, CCAAS

Date: 4/5/07

Date: 11/27/07

PERMITTEE'S ADDRESS AND STATE OF INCORPORATION

43-23 35th STREET  
(Address Line)

(Area Code) 718 (Phone No.) 707-6121

LONG ISLAND CITY, NY 11101  
(Address Line 2)

(Attach copy of Certificate of Incorporation)

NEW YORK APPROVED CORPORATE SEAL  
(State of Incorporation) [Signature] TERMS

**NOTICE TO BIDDERS - ASSURANCE OF IRREVOCABILITY**

Unless the assurance of irrevocability appearing on the next page is signed, the bid submitted herein shall not be deemed to be complete.

The foregoing signature shall be deemed to have been provided with full knowledge that this Ground Transportation Agreement, the accompanying booklet, as well as any certification, statement, assurance, representation, warranty, schedule or other document submitted by the bidder with its bid, collectively the "bidders submission," will become a part of the records of the Port Authority and that the Port Authority will rely in awarding this Ground Transportation Agreement on the truth and accuracy of the bidder's submission. Knowingly submitting a false statement in connection with any of the foregoing may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.).

PROCUREMENT

ASSURANCE OF IRREVOCABILITY

2007 APR 29 AM 11:52

Unless the following assurance of irrevocability is signed, the bid submitted herein shall not be deemed to be complete. The foregoing offer shall be irrevocable for one hundred twenty (120) days after the date on which the Port Authority opens such bid.

PERMITTEE: DIAL 7 CAR & LIMOUSINE SERVICE, INC.  
(Name of Firm)

By: Eaton O'Neil  
(Signature of Authorized Officer)

PRESIDENT  
(Title of Authorized Officer)

Date: 4/5/07

### TERMS AND CONDITIONS

1. The permission granted by this Agreement shall take effect upon the date contained in a notification from the Port Authority and expire on February 28, 2010, with two subsequent one-year extension periods solely at the option of the Port Authority by giving written notice to the Permittee on or before the Expiration Date of this Agreement. The Permittee shall have no right of refusal with respect to any such options exercised by the Port Authority. Notwithstanding any other term or condition hereof, this Agreement may be revoked without cause, upon ten (10) days' written notice, by the Port Authority provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Agreement, including, but not limited to, the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.
2. The rights granted hereby shall be exercised:
  - (a) If the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,
  - (b) If the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,
  - (c) If the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or
  - (d) If the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. Except as provided below, the Permittee shall not assign or transfer this Agreement or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor except as provided below: In the event of the issuance of this Agreement to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

TERMS AND CONDITIONS

3. This Agreement does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.
4. The operations of the Permittee, its drivers and other employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airports. The Permittee shall provide and its employees shall wear identification badges containing a recent photograph of said employee and employees shall wear appropriate uniforms or be neatly dressed in appropriate business attire. The means of identification and uniforms shall be subject to the written approval of the Manager of the Airport. The Permittee shall conduct its business operations with the objective of providing courteous service to the public generally in the manner set forth in Exhibit IV the Aviation Department's Airports Standards Manual annexed hereto and hereby made a part hereof. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's drivers and other employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to immediately remove the cause of the objection.
5. (a) In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of any Airport as a means of ingress and egress to, from and about such Airport, and also in the use of portions of such Airport to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of such Airport.  
  
(b) The Permittee, its drivers and other employees, invitees and others doing business with it shall have no right hereunder to park vehicles within an Airport beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor. The Permittee is not granted use of restricted roadways or curb frontage.
6. (a) The Permittee assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Permittee, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority and shall indemnify the Port Authority for all loss or damage incurred in connection with such risks including claims and demands of the City of New York against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City:
  - (i) The risk of any and all loss or damage of Port Authority property, equipment (including but not limited to automotive and/or mobile

### TERMS AND CONDITIONS

equipment), materials and possessions at the Airports hereunder or otherwise, the loss or damage of which shall arise out of the Permittee's operations hereunder.

- (ii) The risk of any and all loss or damage of the Permittee's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions at the Airports hereunder or otherwise.
  - (iii) The risk of claims, whether made against the Permittee or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Permittee's agents, employees, independent contractor drivers and others performing work hereunder.
  - (iv) The risk of claims for injuries, damage or loss of any kind just or unjust, of third persons arising or alleged to arise out of the performance of services hereunder, whether such claims are made against the Permittee or the Port Authority.
  - (v) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.
- (b) The Port Authority may (i) post notices on or adjacent to the self-service telephones and (ii) include notices on written material distributed to the public at the Ground Transportation Centers, stating that the Port Authority makes no warranty or representation about the ground transportation service provided by the For-Hire Service Providers (as such terms are defined below) and assumes no liability with respect thereto.
7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.
8. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Agreement. Without

## TERMS AND CONDITIONS

in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Agreement.

9. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on any Airport or to be placed or brought on any Airport, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.
10. (a) No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Airport affected; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.  
(b) Permittees' drivers and any other employees shall not loiter at or near any Ground Transportation Counter or self-service telephone.  
(c) The Permittee shall not assign or place any driver, employee, representative, customer service agent or other such person at the Airports or in any terminal buildings thereat on a regular or occasional basis for any purpose whatsoever.
11. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Agreement and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Agreement or any extension thereof, and to give and receive notices hereunder.
12. As used herein:
  - (a) The terms "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Agreement; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

TERMS AND CONDITIONS

- (b) Whenever the terms "General Manager of the Airport" is used herein it shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the General Manager of LaGuardia Airport and the General Manager of John F. Kennedy International Airport.
13. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, NY 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.
14. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Agreement at the time of issuance.
15. This Agreement and the attached endorsements and exhibits, including the attached Information For Bidders and the Bid Sheet constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein. In the event of any inconsistency between this Agreement and the attached endorsements and exhibits and such Information For Bidders and the Bid Sheet, this Agreement and the attached endorsements and exhibits shall be deemed controlling.
16. This Agreement by the Port Authority with the Permittee shall not be construed as an endorsement by the Port Authority of the Permittee's service. The Permittee shall not reference the Port Authority or this Agreement in the promotion or sale of its services.

SPECIAL ENDORSEMENTS

1. (a) The Permittee is hereby granted the nonexclusive privilege of using the routes, roads and ways of the Facilities as may from time to time be designated by the Port Authority for the purpose of conducting the Permittee's business at the Facilities as described in paragraphs (b) and (c) hereof.
- (b) (i) The Permittee is hereby granted the nonexclusive privilege to provide, and the Permittee hereby agrees to conduct the business of providing, a ground transportation service by chauffeured motor vehicle for all persons (and their baggage) desiring transportation by the Permittee to and from LaGuardia Airport and John F. Kennedy International Airport on the one hand, and all points in the New York and New Jersey metropolitan area on the other hand.
- (ii) The foregoing ground transportation service set forth in this paragraph (b), being sometimes herein called the "For-Hire Service" shall be provided on the basis of a per vehicle charge based on time, mileage or destination and be provided at a minimum every day to any and all passengers who request such service during the hours from 7:00 A.M. to 12:00 midnight, seven days a week as well as at all other times flights arrive. The Permittee shall give to the Port Authority such written information with respect to the schedules, fares or other aspects of the For-Hire Service as the Port Authority may from time to time and at any time request, within five business days of such request. In addition, the Permittee shall advise the Port Authority of any addition, deletion or other change to the above information at least five days prior to the effective date of such addition, deletion or change.
- (c) (i) It is hereby expressly understood and agreed that the privilege granted under this Agreement to provide the For-Hire Service shall not include providing said service to a customer who is an Aircraft Operator and the Permittee hereby expressly agrees that it shall not provide the For-Hire Service to an Aircraft Operator, unless the Permittee has a separate permit agreement or agreements issued by the Port Authority authorizing such a service, which is called an "airline vehicular transportation service" in such permit agreements when the service is offered to employees of an Aircraft Operator and which is called either an "airline vehicular transportation service" or an "airline arranged limousine transportation service" in such permit agreements when the service is offered to passengers of an Aircraft Operator and in such event the Permittee shall not indirectly or directly utilize its personnel (except as specifically authorized by the Port Authority) or facilities at the Airports to carry on or conduct any business operation or service at the Airports other than as specifically set forth herein.

SPECIAL ENDORSEMENTS

- (ii) The term "Aircraft Operator" as used in this Agreement shall mean (A) a person owning one or more aircraft which are not leased or chartered to any other person for operation, and (B) a person owning one or more aircraft which are leased or chartered for operation, whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said phrase shall not mean the pilot of an aircraft unless he is also the owner or lessee thereof or a person to whom it is chartered.
  - (iii) It is further understood and agreed that, notwithstanding the definition of the For-Hire Service as hereinbefore set forth, the Permittee shall not provide said service to and from points within the Central Terminal Area of the Airports (said Central Terminal Area being the areas where the airline passenger terminal facilities are located).
  - (d) The Permittee shall not solicit business on the public areas of the Airports. The use of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying devices is hereby expressly prohibited.
2. Should the Permittee desire to operate all or a portion of the For-Hire Service hereunder by means of independent contractor arrangements whereby the driver of each vehicle used in performing the for hire service (hereinafter called the "independent contractor service") shall conduct the same on behalf of the Permittee under a form of written agreement (such agreements being hereinafter called the "independent contractor agreements") entered into between the Permittee and each such driver (such drivers being hereinafter called the "independent contractor drivers"). The Port Authority has no objection to the use of the independent contractor drivers to conduct the independent contractor service, as aforesaid, notwithstanding any provision of Endorsement No. 12.1 which may conflict or be inconsistent herewith, provided that:
- (a) The Permittee hereby agrees that for all purposes under this Agreement the independent contractor services shall be deemed to be conducted by the Permittee and shall be subject to all the terms, provisions and conditions hereof, including but not limited to the obligations of indemnification, insurance and the payment of all fees. The Permittee shall be fully and completely responsible therefore and all acts and omissions of the independent contractor drivers shall be and shall be deemed to be acts and omissions of the Permittee.
  - (b) The Permittee represents and warrants to the Port Authority that it has and will continue to have all the rights and powers with respect to its independent contractor drivers necessary to insure and enforce immediate and full compliance by the independent contractor drivers with all of the agreements and undertakings of the Permittee under this Agreement including, but not limited to Section 4 of the Terms and Conditions. The Permittee understands and agrees that the representation and warranty of the Permittee under this paragraph is of the essence hereunder and is being relied upon by the Port Authority in granting its consent hereunder.

### SPECIAL ENDORSEMENTS

- (c) Nothing contained in this Special Endorsement nor the permission granted hereunder nor anything contained in the independent contractor agreement shall or shall be deemed to extend this Agreement or the term of the permission granted hereunder or to limit or waive the right of the Port Authority to revoke this Agreement and the permission granted hereunder as set forth in Section 1 of the Terms and Conditions and as otherwise set forth in this Agreement.
- (d) The Port Authority's consent to allow the Permittee to operate the Independent Contract Service with respect to one or more independent contractor drivers may be revoked at any time by the Port Authority, without cause, on ten (10) days' notice to the Permittee and no such revocation shall be deemed to affect the Agreement and the continuance thereof but this Special Endorsement and the consent granted hereunder shall be deemed to be of no further force and effect.
- (e) Nothing contained herein shall create or be deemed to create any relationship between the Port Authority and the independent contractor drivers or any of them nor shall any third party rights affecting the Port Authority be created hereby except for the third party rights for the benefit of the Port Authority specifically provided for in paragraph (a) of this Special Endorsement. In case of any difference between the terms of the independent contractor agreement and this Agreement, this Agreement shall control, it being merely the intention of the Port Authority to permit the exercise of the Permittee's rights to the extent provided herein by independent contractor drivers and not to enlarge or otherwise change the permission granted to the Permittee hereunder.
- (f) The Permittee shall procure and maintain all required licenses, certificates, permits, franchises or other authorizations from all governmental authorities having or asserting jurisdiction over the use of Independent Contractor Drivers by the Permittee hereunder. The requirements of the previous sentence shall include without limitation compliance by the Permittee and all independent drivers with all applicable federal and state statutes or regulations regarding securities or franchising. The foregoing may include requirements of the United States Securities and Exchange Commission, the Trade Practice Regulation of the Federal Trade Commission set forth in 16 CFR, Part 436, as well as any applicable requirements of the State of New Jersey, the State of New York (including without limitation Articles 23(a) and 33 of the General Business Law) and any other State having jurisdiction.
- (g) The Permittee shall include in all independent contractor agreements it may enter into during the effective period of this Permit and shall amend, effective as of a date prior to the effective date of this Agreement, all independent contractor agreements which it has entered into prior to the effective date of this Agreement to include, the following provision:
- "Notwithstanding any other provision of this Agreement, the Driver (by which is meant the independent contractor or franchisee) acknowledges and agrees that any privilege permit or agreement which the Ground Transportation Operator (by which is meant the Permittee) has or may enter into with the Port Authority of New York and New Jersey for the conduct of ground

SPECIAL ENDORSEMENTS

transportation operations to, at and from any Port Authority Airport provides that the Port Authority has no business relationship with any Driver but only with the "Permittee" and that the Permittee has under this Agreement all the rights and powers with respect to Drivers necessary to insure and enforce immediate and full compliance by the Drivers with all of the agreements and undertakings of the Permittee under such permit or agreement including the right of the Port Authority to object to the demeanor, conduct and appearance of Drivers and the obligation of the Permittee to immediately remove the cause of such objection. Such Port Authority permits and agreements shall provide for revocation by the Port Authority without cause or termination by the Permittee on ten (10) days' or less written notice by such party. Any consent by the Port Authority to the use of Drivers contained in such permit or agreement with the Port Authority may be separately revoked by the Port Authority without cause on ten (10) or less days' notice to the Permittee. Such Port Authority permits and agreements specifically provide that nothing therein contained shall create or shall be deemed to create any relationship between the Port Authority and any Driver. Such Port Authority permits and agreements provide that the Ground Transportation Operator and Drivers must comply with any and all federal and state statutes and regulations, which may be applicable to this Agreement and the arrangement created hereby including, without limitation, those of the U.S. Federal Trade Commission and the U.S. Securities & Exchange Commission and those of the Attorney General of the State of New York. The Driver and the Ground Transportation Operator both hereby agree that the Port Authority is a third-party beneficiary of the agreement contained in this paragraph."

3. (a) The terms and conditions of this Special Endorsement No.3 shall be herein referred to as the "Counter Provisions".
- (b) The Port Authority now operates one or more Consolidated Limousine Information and Reservation Service Counters (hereinafter singly or collectively, as the case may be, called the "Counter" or the "Counters") in airline terminal buildings ("Terminals") located at the Airports. The Counters are primarily operated to provide information to the public and to book trips to and from the Airports for patrons of various Port Authority permittees (not including the Permittee hereunder with respect to the privilege granted under this Agreement) which provide a per head service in vehicles having a seating capacity of seven (7) passengers or more including the driver. As a secondary service to passengers, For- Hire Service providers, including the Permittee hereunder, shall have their services offered to the public through Port Authority furnished customer self-service telephones installed at or near the Counters. The Permittee acknowledges and agrees that the following provisions of this Special Endorsement shall control the relationship of the Permittee and the Port Authority regarding the self-service telephones regardless of when they were or may be established:

#### SPECIAL ENDORSEMENTS

- (i) The self-service telephones shall be the sole means by which the Permittee is represented at the Airports. The Permittee shall be represented at each such self-service telephone installation in the terminals at the Airports.
  - (ii) The Port Authority may, by notice, elect to cease operation of a Counter or Counters, including self-service telephones, effective as of a date at least twenty-four (24) hours after notice thereof is delivered to the Permittee. Such cessation of operation of a Counter, or Counters, shall not be deemed a revocation of this Agreement.
  - (iii) The Port Authority reserves the right to relocate or change the configuration of the Counters and/or self-service telephones, or any of them. The Port Authority shall notify the Permittee at least twenty-four (24) hours prior to such relocation or change.
  - (iv) The Permittee agrees that it will cooperate fully with the Port Authority and its contractors to achieve the operation of Counters and self-service telephones, which serve the public in a first class manner.
  - (v) The Permittee understands and agrees that the Port Authority may obtain a third-party contractor which will be obligated to use reasonable efforts to manage and operate the Counters and self-service telephones and that the Port Authority assumes no responsibility for any deficiencies in, or interruption of, operation of the Counters or self-service telephones not caused by the Port Authority's willful misconduct.
  - (vi) Without limiting any other provision of this Special Endorsement, the Port Authority shall not be responsible either for collecting fees due to the Permittee from passengers utilizing its services offered hereunder, or for making the Permittee whole in connection with such fees as may remain unpaid.
4. Without limiting the provisions of Endorsement No. 17.1, the Permittee, in its own name, shall procure and maintain in full force and effect throughout the effective period of the permission granted hereunder all licenses, certificates, permits, franchises or other authorization from all governmental authorities, if any, having jurisdiction over the operations of the Permittee, which may be necessary for the conduct of its operations, either at the Airports or in rendering the service of which its operation at the Airports is a part. Neither the issuance of this Agreement nor anything contained therein shall be or be construed to be a grant of any franchise, consent, license, permit, right or privilege of any nature or kind whatsoever to operate omnibuses, taxicabs or any other vehicles or conveyances carrying passengers or property, whether for hire or otherwise, outside the Airports, or over the public streets or roads of or located in any municipality of the State of New York or New Jersey.
5. Neither a partnership nor a joint adventure is hereby created. The granting of the privilege under this Agreement is nonexclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airports to another or to others, whether by use of this form of agreement or otherwise, provided however that the number of ground transportation operators to be granted the privilege of operating the For-Hire Service through the use of self-service telephones as provided in this Agreement to and from the Airport shall not exceed six at any time during the effective period hereunder.
6. The conveyances to be operated by the Permittee pursuant to this Agreement shall not be more than five (5) years old. Conveyances used in the For-Hire Service hereunder shall not have a seating capacity in excess of six (6) passengers including the driver except as

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#### SPECIAL ENDORSEMENTS

may be approved in writing by the Port Authority, and shall be so constructed and equipped and of such number, size and type as in the judgment of the Port Authority shall fulfill the requirements of the For-Hire Service, and the use of such conveyances shall be subject to the prior and continuing approval of the Port Authority. Vehicles generally known as taxicabs shall not be used in the For-Hire Service permitted under this Agreement. Such conveyances shall be equipped with two-way radios or telephones through which vehicles shall be dispatched upon request by customers for service. Dispatching of vehicles and/or drivers shall not be conducted through the self-service telephones. The Permittee shall maintain all conveyances operated by the Permittee in good repair, order and appearance; shall keep them clean at all times; and shall keep them heated whenever used during the months of October, through April of each year. Vehicles shall be equipped with air conditioning and activated when so requested by passengers during the months of May through September. The Permittee shall not paint, mark or identify any vehicle or conveyance to be operated by the Permittee pursuant to this Agreement with the words "taxi" or "taxicab" or words of similar meaning or with marking schemes or colors tending to identify such vehicles as taxicabs. Equipment assigned to the service under this Agreement will not carry exterior advertising. No vehicle utilized by the Permittee in performing services hereunder shall be moved unless and until all persons therein are seated.

7. The routes, roads and ways within the Airports over which the Permittee may operate its vehicles shall be those from time to time designated by the Port Authority. The Port Authority makes no representations as to the condition of any route, road or way, and does not agree to keep the same unobstructed, uncongested or fit for use. No closing by the Port Authority of any route, road or way, whether temporary or permanent, whether or not such closing involves a route, road or way previously used by the Permittee hereunder, and no such closing by any governmental authority, whether of a route, road or way within or outside the Airports, and whether or not at the request or with the consent of the Port Authority, shall constitute or be deemed a diminution of the privileges granted by this Agreement, or shall relieve the Permittee of any of its obligations hereunder. The Permittee shall pick up and discharge passengers or load and unload baggage and packages only at the point or points within the Airports which may be from time to time designated by the Port Authority for the public to perform such activities as well as in the public parking lots. The Port Authority assumes no obligation to designate restricted roadways and curb frontage for use by the Permittee, its drivers or vehicles.
8. (a) The Permittee shall make only fair and reasonable charges for services rendered hereunder at or in part at, or in connection with the Airports and in accordance with a schedule of rates and charges which shall be subject to the prior and continuing consent of the Port Authority. The Permittee shall charge a per vehicle rate on a flat or hourly basis for the For-Hire Service, which rate shall not differ based on the number of persons carried in the Permittee's vehicle at the same time. The Permittee shall not charge passengers on a per-head basis and shall not operate as a Shared-Ride, Scheduled or group ride service. The Permittee shall not require passengers to pay tips or gratuities in addition to the fare quoted for service. Payment of tips or gratuities by passengers to drivers or any other employee of the Permittee shall be at the discretion of the passenger.

SPECIAL ENDORSEMENTS

(b) The Port Authority will not withhold its consent to such rates and charges if they shall have been approved or determined by any board, commission or other governmental regulatory body of the United States of America or the State of New York or the State of New Jersey, provided that such regulatory body has jurisdiction and the power of final determination, and provided, further, that the approval or determination is in effect at the time in question. In the absence of any such governmental determination, the Port Authority will not withhold approval of rates and charges substantially equivalent to those made for similar services by persons or organizations rendering similar services elsewhere in any municipality in which the Airports are located. Copies of all rates and charges shall be submitted to the Port Authority within five (5) business days of a request by the Port Authority for such rates and charges. The Permittee agrees that all of its advertising for all of its services to be rendered under this Agreement shall conform to and be consistent with this Special Endorsement No. 8 and all other terms and provisions of this Agreement.

9. The Port Authority makes no warranty or representation that unauthorized individuals offering services to the public the same or similar to those offered by the Permittee will not be present in the terminal building areas at the Airports and the Port Authority shall have no liability to the Permittee in connection therewith.

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

(b) As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this Agreement or any other Port Authority contract), etc., which might tend to obligate the Port Authority employee to the Permittee, 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 Port Authority contract.

(c) In addition, during the term of this Agreement, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Permittee shall include the provisions of this clause in any subcontract entered into in connection with this Agreement.

SPECIAL ENDORSEMENTS

11. (a) The permission granted by this Agreement shall take effect upon the effective date hereinbefore set forth. If the Port Authority at anytime during the effective period of this Agreement shall, in its sole discretion, determine to implement modifications to its Airport ground transportation business policy which, in the opinion of the Port Authority, significantly alters the relationship of the privilege granted hereunder to other aspects of the Port Authority's Airport ground transportation business policy, the Port Authority shall provide a description of such changes in a notice to the Permittee. During the thirty (30) day period following such notice, the Permittee may notify the Port Authority of the termination of this Agreement to be effective thirty (30) days after such notice to the Port Authority as if such date were the date originally set forth in this Agreement for its expiration.
- (b) If on the date of execution of this Agreement by the Port Authority the Permittee has either a Privileged Shared-Ride Service Permit from the Port Authority and such Permit expires or is terminated or revoked by the Port Authority or the Permittee, the Permittee shall have the right to terminate this Ground Transportation Agreement during the thirty (30) days following the giving of notice thereof, upon ten (10) days prior written notice to the Port Authority.
12. The Permittee shall meet or surpass the customer service standards that apply to Permittee Services which appear in the Ground Transportation section of the latest edition of the Airport Standards Manual, attached hereto as Exhibit IV and hereby made a part hereof, as the same may be revised or amended by the Port Authority.
13. (a) The Permittee shall promptly report in writing to the Manager of the Facility all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire.
- (b) In addition to and without limiting the other obligations of the Permittee under this Permit, the Permittee, with respect to each vehicle operated by it, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums on the following described policy or policies of insurance in not less than the following limits which shall cover its operations hereunder and shall be effective during the effective period of this Permit: If on the date of execution of this Agreement by the Port Authority the Permittee has either a Privileged Shared-Ride Service Permit from the Port Authority and such Permit expires or is terminated or revoked by the Port Authority or the Permittee, the Permittee shall have the right to terminate this Ground Transportation Agreement during the thirty (30) days following the giving of notice thereof, upon ten (10) days prior written notice to the Port Authority.
  - (i) Comprehensive General Liability Insurance covering airport operations and covering bodily injury including wrongful death, and property damage which shall not exclude property damage to any property in the care, custody or control of the Permittee, in the minimum amount of \$2,000,000 combined single limit for each occurrence.

#### SPECIAL ENDORSEMENTS

- (ii) Comprehensive Automobile Liability Insurance to include owned, non-owned and hired vehicles, as applicable, listing the Vehicle Identification Number (VIN) for each vehicle, covering bodily injury including wrongful death, and property damage, which shall not exclude property damage to any property in the care, custody or control of the Permittee, in the minimum amount of \$5,000,000 combined single limit for each occurrence.
- (c) The Permittee shall secure as part of each said policy of insurance a contractual liability endorsement covering the obligations of the Permittee, none of the foregoing policies to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Permittee which would conflict with or in any way impair coverage on the contractual liability endorsement. The insurance required hereunder shall also provide or contain an endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action by a third person shall pertain and apply with like effect with respect to any claims or actions against the Permittee by the Port Authority, and that said protections shall also pertain and apply with respect to any claim or action against the Port Authority by the Permittee, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. In addition, all the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by the third person as if the Port Authority were the named insured thereunder. Notwithstanding the minimum limits set forth herein, it is specifically understood and agreed that the Port Authority shall have the right upon notice to the Permittee given from time to time and at any time to require the Permittee to increase any or all of the said limits and the Permittee shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the Port Authority. A certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. Each policy, certificate or binder delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed, or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate required shall contain the provision that: "The insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority of the provisions of any statutes respecting suits against the Port Authority.

SPECIAL ENDORSEMENTS

Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of the policies shall be delivered to the Port Authority.

NEWARK LIBERTY INTERNATIONAL AIRPORT

**FOR-HIRE SERVICE  
PROVIDERS BID SHEET**

In consideration for the privilege of offering a For-Hire Service at Newark International Airport through self-service telephones, the transportation provider shall pay an annual flat fee to the Port Authority of:

Amount in words: Forty THOUSAND, SEVEN HUNDRED + EIGHT<sup>TEEN</sup> Dollars

Amount in figures: \$ 40,718.00

(In the event of any inconsistency between the amount stated in words and the amount stated in figures, the amount stated in words will be controlling. Bids based on a percentage of gross receipts or formulas that vary the amount bid based on the amount of work performed will result in the disqualification of the bid.)

**IF THE BIDDER SUBMITS A BID FOR FOR-HIRE SERVICE AT NEWARK INTERNATIONAL AIRPORT, THE BIDDER MUST EXECUTE THE ATTACHED GROUND TRANSPORTATION AGREEMENT INCLUDING THE SEPARATE EXECUTION OF THE ASSURANCE OF IRREVOCABILITY CONTAINED THEREIN COVERING SUCH AIRPORT.**

PROCUREMENT  
2007 APR -9 AM 11: 52

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

GROUND TRANSPORTATION AGREEMENT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facilities hereinafter named, in accordance with the Terms and Conditions hereof and the endorsements annexed hereto; and the Permittee agrees to pay the fee specified in the Bid Sheet annexed hereto and hereby made a part hereof and to perform all other obligations imposed upon it in the said Terms and Conditions:

- 1. FACILITY: Newark Liberty International Airport
- 2. PRIVILEGE: As set forth in Special Endorsement No.1
- 3. ENDORSEMENTS: 2,2,2,8,3,1,8,0,9,1,9,5,9,6,10,1,12,1,14,1,16,1, 17,1, 18,1,19,3,23,1, 28 AND SPECIALS
- 4. FEE: As set forth in the Bid Sheet
- 5. EFFECTIVE DATE: Seven (7) days after the date of execution of this Agreement by the Port Authority
- 6. EXPIRATION DATE: February 28, 2010 unless sooner revoked or terminated as provided in Section 1 of the following terms and conditions

Bid Submitted By: Bid Accepted By:

PERMITTEE: DIB-TCAL'S LIQUORING SERVICES, INC. THE PORT AUTHORITY OF NY & NJ  
(Name of Firm)

By: [Signature] By: [Signature]  
(Signature of Authorized Officer)

PRESIDENT Title:  
(Title of Authorized Officer)

Date: 4/5/07 Date:

PERMITTEE'S ADDRESS AND STATE OF INCORPORATION

43-23 35<sup>th</sup> STREET (Area Code) 718 (Phone No.) 707-6121  
(Address Line 1)

LONG ISLAND CITY, NY 11101 (Attach copy of Certificate of Incorporation)  
(Address Line 2)

NEW YORK CORPORATE SEAL  
(State of Incorporation)

PROCUREMENT  
2007 APR -9 AM 11:53

**NOTICE TO BIDDERS-ASSURANCE OF IRREVOCABILITY**  
Unless the assurance of irrevocability appearing on the next page is signed, the bid submitted herein shall not be deemed to be complete.

The foregoing signature shall be deemed to have been provided with full knowledge that this Ground Transportation Agreement, the accompanying booklet, as well as any certification, statement, assurance, representation, warranty, schedule or other document submitted by the bidder with its bid, collectively the "bidders submission," will become a part of the records of the Port Authority and that the Port Authority will rely in awarding this Ground Transportation Agreement on the truth and accuracy of the bidder's submission. Knowingly submitting a false statement in connection with any of the foregoing may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.).

**ASSURANCE OF IRREVOCABILITY**

Unless the following assurance of irrevocability is signed, the bid submitted herein shall not be deemed to be complete. The foregoing offer shall be irrevocable for one hundred twenty (120) days after the date on which the Port Authority opens such bid.

PERMITTEE: DIAL 7 CAR & LIHOUSING SERVICE, INC.  
(Name of Firm)

By: *Ethan...*  
(Signature of Authorized Officer)  
PRESIDENT  
(Title of Authorized Officer)

Date: 4/5/07

PROCUREMENT  
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TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. The permission granted by this Agreement shall take effect upon the date contained in a notification from the Port Authority and expire on February 28, 2010, with two subsequent one-year extension periods solely at the option of the Port Authority by giving written notice to the Permittee on or before the Expiration Date of this Agreement. Notwithstanding any other terms or condition hereof, this Agreement may be revoked without cause, upon ten (10) days' written notice, by the Port Authority provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, terms and provision contained in this Agreement, including, but not limited to, the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.
  
2. The rights granted hereby shall be exercised:
  - (a) If the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,
  - (b) If the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,
  - (c) If the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or
  - (d) If the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. Except as provided below, the Permittee shall not assign or transfer this Agreement or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor except as provided below. In the event of the issuance of this Agreement to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity

TERMS AND CONDITIONS

3. This Agreement does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.
4. The operations of the Permittee, its drivers and other employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Permittee shall provide and its employees shall wear identification badges containing a recent photograph of said employee and employees shall wear appropriate uniforms or be neatly dressed in appropriate business attire. The means of identification and uniforms shall be subject to the written approval of the Manager of the Airport. The Permittee shall conduct its business operations with the objective of providing courteous service to the public generally in the manner set forth in Exhibit IV the Aviation Department's Airports Standards Manual annexed hereto and hereby made a part hereof. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's drivers and other employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to immediately remove the cause of the objection.
5. (a) In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Airport as a means of ingress and egress to, from and about the Airport, and also in the use of portions of the Airport to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Airport.  
  
(b) The Permittee, its drivers and other employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor. The Permittee is not granted use of restricted roadways or curb frontage.
6. (a) The Permittee assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Permittee, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority and shall indemnify the Port Authority for all loss or damage incurred in connection with such risks including claims and demands of the City of Newark against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City:
  - (i) The risk of any and all loss or damage of Port Authority property, equipment (including but not limited to automotive and/or mobile

TERMS AND CONDITIONS

equipment), materials and possessions at the Airport hereunder or otherwise, the loss or damage of which shall arise out of the Permittee's operations hereunder.

- (ii) The risk of any and all loss or damage of the Permittee's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions at the Airport hereunder or otherwise.
  - (iii) The risk of claims, whether made against the Permittee or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Permittee's agents, employees, independent contractor drivers and others performing work hereunder.
  - (iv) The risk of claims for injuries, damage or loss of any kind just or unjust, of third persons arising or alleged to arise out of the performance of services hereunder, whether such claims are made against the Permittee or the Port Authority.
  - (v) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.
- (b) The Port Authority may (i) post notices on or adjacent to the self-service telephones and (ii) include notices on written material distributed to the public at the Ground Transportation Centers, stating that the Port Authority makes no warranty or representation about the ground transportation service provided by the For-Hire Service Providers (as such terms are defined below) and assumes no liability with respect thereto.
7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.
8. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Agreement. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners,

#### TERMS AND CONDITIONS

officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Agreement.

9. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Airport or to be placed or brought on the Airport and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.
10. (a) No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Airport; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.  
  
(b) Permittees' drivers and any other employees shall not loiter at or near any Ground Transportation Counter or self-service telephone.  
  
(c) The Permittee shall not assign or place any driver, employee, representative, customer service agent or other such person at the Airport or in any terminal buildings thereat on a regular or occasional basis for any purpose whatsoever.
11. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Agreement and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Agreement or any extension thereof, and to give and receive notices hereunder.
12. As used herein:
  - (a) The term "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Agreement; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

TERMS AND CONDITIONS

- (b) Whenever the term "General Manager of the Airport" is used herein it shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the General Manager of Newark International Airport.
13. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.
14. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Agreement at the time of issuance.
15. This Agreement and the attached endorsements and exhibits, including the attached Information For Bidders and the Bid Sheet constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein. In the event of any inconsistency between this Agreement and the attached endorsements and exhibits, and such Information for Bidders and the Bid Sheet, this Agreement and the attached endorsements and exhibits, shall be deemed controlling.
16. This Agreement by the Port Authority with the Permittee shall not be construed as an endorsement by the Port Authority of the Permittee's service. The Permittee shall not reference the Port Authority or this Agreement in the promotion or sale of its services.

The quarterly fee hereunder shall be due and payable on the effective date hereof prorated on the basis of there being ninety-one (91) days in a calendar quarter and on the first day of each calendar quarter thereafter, provided, however, that if the permission granted hereby shall expire or be revoked or terminated effective on a date other than the last day of a calendar quarter, the Port Authority shall pay or credit to the Permittee the prorated portion of the quarterly fee on the basis of there being ninety-one (91) days in a calendar quarter.

Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
P. O. BOX 95000-1517  
PHILADELPHIA, PA 19195-1517

Or via the following wire transfer instructions:

Bank: Commerce Bank  
Bank ABA Number: 026013673  
Account Number (Ex. 1)

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

In connection with the exercise of the privilege granted hereunder, the Permittee shall:

- (a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;
- (b) Not divert or cause or allow to be diverted, any business from the Airport;
- (c) *Maintain, in accordance with accepted accounting practice, during the effective period of this Agreement and for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport which records and books of account shall be kept at all times within the Port of New York District;*
- (d) Permit in ordinary business hours during the effective period of this Agreement, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District;

ENDORSEMENT NO. 2.8  
BUSINESS DEVELOPMENT AND RECORDS

- (a) A principal purpose of the Port Authority in granting the permission under this Agreement is to have available for passengers, travelers and other users of the Airport hereunder, all other members of the public, and persons employed at the Airport hereunder, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodations, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.
- (b) The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

If the Permittee should fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (a) any rights of the Port Authority under this Agreement including without limitation the Port Authority's rights set forth in Section I of the Terms and Conditions of this Agreement or (b) any obligations of the Permittee under this Agreement. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead of such legal maximum.

ENDORSEMENT NO. 8.0  
LATE CHARGES

The Permittee shall

- (a)
  - (i) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;
  - (ii) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and
  - (iii) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- (b) As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).
- (c) *The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and Permittees thereon. The performance by the Permittee of the promises and obligations contained in this Agreement is therefore a special consideration and inducement to the issuance of this Agreement by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Agreement the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.*

- (a) Without limiting the generality of any of the provisions of this Agreement, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (i) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the exercise of any privileges under this Agreement (ii) that the Permittee shall exercise any privileges under this Agreement in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.
- (b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.
- (c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Agreement. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Agreement and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.
- (d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.
- (e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Agreement or to make any agreement or concession of the type mentioned in paragraph (b) hereof.

ENDORSEMENT NO. 9.5  
NON-DISCRIMINATION

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The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered sub-organizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ENDORSEMENT NO. 9.6  
AIRPORTS  
AFFIRMATIVE ACTION

The Permittee shall daily remove from the Airport by means of facilities provided by it, all garbage, debris and other waste material arising out of or in connection with its operations hereunder.

ENDORSEMENT NO. 10.1  
GARBAGE

- (a) The Permittee shall refrain from entering into continuing contracts or arrangements with third parties for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.
- (b) The Permittee shall not enter into any agreement or understanding, express or implied, binding or nonbinding, with any other person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (i) fixing rates and charges to be paid by users of the services; (ii) lessening or preventing competition between the Permittee and such other furnishers of services; or (iii) tending to create a monopoly on the Airport in connection with the furnishing of such services.

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Agreement, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority Permits or agreements including but not limited to any permits to make alterations.

ENDORSEMENT NO. 14.1  
DUTIES UNDER OTHER AGREEMENTS

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Agreement, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport.

ENDORSEMENT NO. 16.1  
RULES & REGULATIONS COMPLIANCE

- (a) The Permittee shall procure and keep current all licenses, certificates, Permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Airport which may be necessary for the Permittee's operations thereat. The Permittee shall immediately furnish to the Port Authority all such licenses, certificates or other authorization if so requested.
- (b) The Permittee shall pay all taxes, license, certification, Permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- (c) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Airport.
- (d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Airport and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

ENDORSEMENT NO. 17.1  
LAW COMPLIANCE

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Agreement, or because of its execution by the Permittee or the Port Authority, or because of any breach thereof.

ENDORSEMENT NO. 18.1  
NO PERSONAL LIABILITY

- (a) Notwithstanding any other provision of this Agreement, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for The County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.
- (a) "Newark International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit' A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.
- (b) The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the city and of its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Agreement, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

ENDORSEMENT NO. 19.3  
NEWARK INTERNATIONAL AIRPORT

The Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of this Agreement, a sum equal to *twenty-five percent (25%) of the annual flat fee stated on the Permittee's Bid Sheet* upon the execution of this Agreement by the Port Authority either in a certified check, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form, but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority, the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to *sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee.* The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Agreement, and upon condition that the Permittee shall then be in no wise in default

under any part of this Agreement, and upon written request therefore by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

ENDORSEMENT NO. 23.1  
SECURITY DEPOSIT

(Page 2)

If any type of strike or other labor activity is directed against the Permittee at the Airport or against any operations pursuant to this Agreement resulting in picketing or boycott for any period which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Airport or the operations of other Permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours notice, revoke this Agreement effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

SPECIAL ENDORSEMENTS

1. (a) The Permittee is hereby granted the nonexclusive privilege of using the routes, roads and ways of the Facilities as may from time to time be designated by the Port Authority for the purpose of conducting the Permittee's business at the Facilities as described in paragraphs (b) and (c) hereof.
- (b) (i) The Permittee is hereby granted the nonexclusive privilege to provide, and the Permittee hereby agrees to conduct the business of providing, a ground transportation service by chauffeured motor vehicle for all persons (and their baggage) desiring transportation by the Permittee to and from Newark Liberty International Airport and all points in the New York and New Jersey metropolitan area on the other hand.
- (ii) The foregoing ground transportation service set forth in this paragraph (b), being sometimes herein called the "For-Hire Service" shall be provided on the basis of a per vehicle charge based on time, mileage or destination and be provided at a minimum every day to any and all passengers who request such service during the hours from 7:00 A.M. to 12:00 midnight, seven days a week as well as at all other times flights arrive. The Permittee shall give to the Port Authority such written information with respect to the schedules, fares or other aspects of the For-Hire Service as the Port Authority may from time to time and at any time request, within five business days of such request. In addition, the Permittee shall advise the Port Authority of any addition, deletion or other change to the above information at least five days prior to the effective date of such addition, deletion or change.
- (c) (i) It is hereby expressly understood and agreed that the privilege granted under this Agreement to provide the For-Hire Service shall not include providing said service to a customer who is an Aircraft Operator and the Permittee hereby expressly agrees that it shall not provide the For-Hire Service to an Aircraft Operator, unless the Permittee has a separate permit agreement or agreements issued by the Port Authority authorizing such a service, which is called an "airline vehicular transportation service" in such permit agreements when the service is offered to employees of an Aircraft Operator and which is called either an "airline vehicular transportation service" or an "airline arranged limousine transportation service" in such permit agreements when the service is offered to passengers of an Aircraft Operator and in such event the Permittee shall not indirectly or directly utilize its personnel (except as specifically authorized by the Port Authority) or facilities at the Airports to carry on or conduct any business operation or service at the Airports other than as specifically set forth herein.

#### SPECIAL ENDORSEMENTS

- (ii) The term "Aircraft Operator" as used in this Agreement shall mean (A) a person owning one or more aircraft which are not leased or chartered to any other person for operation, and (B) a person owning one or more aircraft which are leased or chartered for operation, whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said phrase shall not mean the pilot of an aircraft unless he is also the owner or lessee thereof or a person to whom it is chartered.
  - (iii) It is further understood and agreed that, notwithstanding the definition of the For-Hire Service as hereinbefore set forth, the Permittee shall not provide said service to and from points within the Central Terminal Area of the Airports (said Central Terminal Area being the areas where the airline passenger terminal facilities are located).
  - (d) The Permittee shall not solicit business on the public areas of the Airports. The use of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying devices is hereby expressly prohibited.
2. Should the Permittee desire to operate all or a portion of the For-Hire Service hereunder by means of independent contractor arrangements whereby the driver of each vehicle used in performing the for hire service (hereinafter called the "independent contractor service") shall conduct the same on behalf of the Permittee under a form of written agreement (such agreements being hereinafter called the "independent contractor agreements") entered into between the Permittee and each such driver (such drivers being hereinafter called the "independent contractor drivers"). The Port Authority has no objection to the use of the independent contractor drivers to conduct the independent contractor service, as aforesaid, notwithstanding any provision of Endorsement No. 12.1 which may conflict or be inconsistent herewith, provided that:
- (a) The Permittee hereby agrees that for all purposes under this Agreement the independent contractor services shall be deemed to be conducted by the Permittee and shall be subject to all the terms, provisions and conditions hereof, including but not limited to the obligations of indemnification, insurance and the payment of all fees. The Permittee shall be fully and completely responsible therefore and all acts and omissions of the independent contractor drivers shall be and shall be deemed to be acts and omissions of the Permittee.
  - (b) The Permittee represents and warrants to the Port Authority that it has and will continue to have all the rights and powers with respect to its independent contractor drivers necessary to insure and enforce immediate and full compliance by the independent contractor drivers with all of the agreements and undertakings of the Permittee under this Agreement including, but not limited to Section 4 of the Terms and Conditions. The Permittee understands and agrees that the representation and warranty of the Permittee under this paragraph is of the

#### SPECIAL ENDORSEMENTS

essence hereunder and is being relied upon by the Port Authority in granting its consent hereunder.

- (c) Nothing contained in this Special Endorsement nor the permission granted hereunder nor anything contained in the independent contractor agreement shall or shall be deemed to extend this Agreement or the term of the permission granted hereunder or to limit or waive the right of the Port Authority to revoke this Agreement and the permission granted hereunder as set forth in Section 1 of the Terms and Conditions and as otherwise set forth in this Agreement.
- (d) The Port Authority's consent to allow the Permittee to operate the Independent Contract Service with respect to one or more independent contractor drivers may be revoked at any time by the Port Authority, without cause, on ten (10) days' notice to the Permittee and no such revocation shall be deemed to affect the Agreement and the continuance thereof but this Special Endorsement and the consent granted hereunder shall be deemed to be of no further force and effect.
- (e) Nothing contained herein shall create or be deemed to create any relationship between the Port Authority and the independent contractor drivers or any of them nor shall any third party rights affecting the Port Authority be created hereby except for the third party rights for the benefit of the Port Authority specifically provided for in paragraph (a) of this Special Endorsement. In case of any difference between the terms of the independent contractor agreement and this Agreement, this Agreement shall control, it being merely the intention of the Port Authority to permit the exercise of the Permittee's rights to the extent provided herein by independent contractor drivers and not to enlarge or otherwise change the permission granted to the Permittee hereunder.
- (f) The Permittee shall procure and maintain all required licenses, certificates, permits, franchises or other authorizations from all governmental authorities having or asserting jurisdiction over the use of Independent Contractor Drivers by the Permittee hereunder. The requirements of the previous sentence shall include without limitation compliance by the Permittee and all independent drivers with all applicable federal and state statutes or regulations regarding securities or franchising. The foregoing may include requirements of the United States Securities and Exchange Commission, the Trade Practice Regulation of the Federal Trade Commission set forth in 16 CFR, Part 436, as well as any applicable requirements of the State of New Jersey, the State of New York (including without limitation Articles 23(a) and 33 of the General Business Law) and any other State having jurisdiction.
- (g) The Permittee shall include in all independent contractor agreements it may enter into during the effective period of this Permit and shall amend, effective as of a date prior to the effective date of this Agreement, all independent contractor agreements which it has entered into prior to the effective date of this Agreement to include, the following provision:

"Notwithstanding any other provision of this Agreement, the Driver (by which is meant the independent contractor or franchisee) acknowledges and agrees that any privilege permit or

### SPECIAL ENDORSEMENTS

agreement which the Ground Transportation Operator (by which is meant the Permittee) has or may enter into with the Port Authority of New York and New Jersey for the conduct of ground transportation operations to, at and from any Port Authority Airport provides that the Port Authority has no business relationship with any Driver but only with the "Permittee" and that the Permittee has under this Agreement all the rights and powers with respect to Drivers necessary to insure and enforce immediate and full compliance by the Drivers with all of the agreements and undertakings of the Permittee under such permit or agreement including the right of the Port Authority to object to the demeanor, conduct and appearance of Drivers and the obligation of the Permittee to immediately remove the cause of such objection. Such Port Authority permits and agreements shall provide for revocation by the Port Authority without cause or termination by the Permittee on ten (10) days' or less written notice by such party. Any consent by the Port Authority to the use of Drivers contained in such permit or agreement with the Port Authority may be separately revoked by the Port Authority without cause on ten (10) or less days' notice to the Permittee. Such Port Authority permits and agreements specifically provide that nothing therein contained shall create or shall be deemed to create any relationship between the Port Authority and any Driver. Such Port Authority permits and agreements provide that the Ground Transportation Operator and Drivers must comply with any and all federal and state statutes and regulations, which may be applicable to this Agreement and the arrangement created hereby including, without limitation, those of the U.S. Federal Trade Commission and the U.S. Securities & Exchange Commission and those of the Attorney General of the State of New York. The Driver and the Ground Transportation Operator both hereby agree that the Port Authority is a third-party beneficiary of the agreement contained in this paragraph."

3. (a) The terms and conditions of this Special Endorsement No.3 shall be herein referred to as the "Counter Provisions".
- (b) The Port Authority now operates one or more Consolidated Limousine Information and Reservation Service Counters (hereinafter singly or collectively, as the case may be, called the "Counter" or the "Counters") in airline terminal buildings ("Terminals") located at the Airports. The Counters are primarily operated to provide information to the public and to book trips to and from the Airports for patrons of various Port Authority permittees (not including the Permittee hereunder with respect to the privilege granted under this Agreement) which provide a per head service in vehicles having a seating capacity of seven (7) passengers or more including the driver. As a secondary service to passengers, For-Hire Service providers, including the Permittee hereunder, shall have their services offered to the public through Port Authority furnished customer self-service telephones installed at or near the Counters. The Permittee acknowledges and agrees that the following provisions of this Special Endorsement shall control the relationship of the Permittee and the Port Authority regarding the self-service telephones regardless of when they were or may be established:

SPECIAL ENDORSEMENTS

- (i) The self-service telephones shall be the sole means by which the Permittee is represented at the Airports. The Permittee shall be represented at each such self-service telephone installation in the terminals at the Airports.
  - (ii) The Port Authority may, by notice, elect to cease operation of a Counter or Counters, including self-service telephones, effective as of a date at least twenty-four (24) hours after notice thereof is delivered to the Permittee. Such cessation of operation of a Counter, or Counters, shall not be deemed a revocation of this Agreement.
  - (iii) The Port Authority reserves the right to relocate or change the configuration of the Counters and/or self-service telephones, or any of them. The Port Authority shall notify the Permittee at least twenty-four (24) hours prior to such relocation or change.
  - (iv) The Permittee agrees that it will cooperate fully with the Port Authority and its contractors to achieve the operation of Counters and self-service telephones, which serve the public in a first class manner.
  - (v) The Permittee understands and agrees that the Port Authority may obtain a third-party contractor which will be obligated to use reasonable efforts to manage and operate the Counters and self-service telephones and that the Port Authority assumes no responsibility for any deficiencies in, or interruption of, operation of the Counters or self-service telephones not caused by the Port Authority's willful misconduct.
  - (vi) Without limiting any other provision of this Special Endorsement, the Port Authority shall not be responsible either for collecting fees due to the Permittee from passengers utilizing its services offered hereunder, or for making the Permittee whole in connection with such fees as may remain unpaid.
4. Without limiting the provisions of Endorsement No. 17.1, the Permittee, in its own name, shall procure and maintain in full force and effect throughout the effective period of the permission granted hereunder all licenses, certificates, permits, franchises or other authorization from all governmental authorities, if any, having jurisdiction over the operations of the Permittee, which may be necessary for the conduct of its operations, either at the Airports or in rendering the service of which its operation at the Airports is a part. Neither the issuance of this Agreement nor anything contained therein shall be or be construed to be a grant of any franchise, consent, license, permit, right or privilege of any nature or kind whatsoever to operate omnibuses, taxicabs or any other vehicles or conveyances carrying passengers or property, whether for hire or otherwise, outside the Airports, or over the public streets or roads of or located in any municipality of the States of New York or New Jersey.
  5. ~~S.~~ Neither a partnership nor a joint adventure is hereby created. The granting of the privilege under this Agreement is nonexclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airports to another or to others, whether by use of this form of agreement or otherwise, provided however that the number of ground transportation operators to be granted the privilege of operating the For-Hire Service through the use of self-service telephones as provided in this Agreement to and from the Airport shall not exceed six at any time during the effective period hereunder.
  6. The conveyances to be operated by the Permittee pursuant to this Agreement shall not be more than five (5) years old. Conveyances used in the For-Hire Service hereunder shall

#### SPECIAL ENDORSEMENTS

not have a seating capacity in excess of six (6) passengers including the driver except as may be approved in writing by the Port Authority, and shall be so constructed and equipped and of such number, size and type as in the judgment of the Port Authority shall fulfill the requirements of the For-Hire Service, and the use of such conveyances shall be subject to the prior and continuing approval of the Port Authority. Vehicles generally known as taxicabs shall not be used in the For-Hire Service permitted under this Agreement. Such conveyances shall be equipped with two-way radios or telephones through which vehicles shall be dispatched upon request by customers for service. Dispatching of vehicles and/or drivers shall not be conducted through the self-service telephones. The Permittee shall maintain all conveyances operated by the Permittee in good repair, order and appearance; shall keep them clean at all times; and shall keep them heated whenever used during the months of October, through April of each year. Vehicles shall be equipped with air conditioning and activated when so requested by passengers during the months of May through September. The Permittee shall not paint, mark or identify any vehicle or conveyance to be operated by the Permittee pursuant to this Agreement with the words "taxi" or "taxicab" or words of similar meaning or with marking schemes or colors tending to identify such vehicles as taxicabs. Equipment assigned to the service under this Agreement will not carry exterior advertising. No vehicle utilized by the Permittee in performing services hereunder shall be moved unless and until all persons therein are seated.

7. The routes, roads and ways within the Airports over which the Permittee may operate its vehicles shall be those from time to time designated by the Port Authority. The Port Authority makes no representations as to the condition of any route, road or way, and does not agree to keep the same unobstructed, uncongested or fit for use. No closing by the Port Authority of any route, road or way, whether temporary or permanent, whether or not such closing involves a route, road or way previously used by the Permittee hereunder, and no such closing by any governmental authority, whether of a route, road or way within or outside the Airports, and whether or not at the request or with the consent of the Port Authority, shall constitute or be deemed a diminution of the privileges granted by this Agreement, or shall relieve the Permittee of any of its obligations hereunder. The Permittee shall pick up and discharge passengers or load and unload baggage and packages only at the point or points within the Airports which may be from time to time designated by the Port Authority for the public to perform such activities as well as in the public parking lots. The Port Authority assumes no obligation to designate restricted roadways and curb frontage for use by the Permittee, its drivers or vehicles.
8. (a) The Permittee shall make only fair and reasonable charges for services rendered hereunder at or in part at, or in connection with the Airports and in accordance with a schedule of rates and charges which shall be subject to the prior and continuing consent of the Port Authority. The Permittee shall charge a per vehicle rate on a flat or hourly basis for the For-Hire Service, which rate shall not differ based on the number of persons carried in the Permittee's vehicle at the same time. The Permittee shall not charge passengers on a per-head basis and shall not operate as a Shared-Ride, Scheduled or group ride service. The Permittee shall not require passengers to pay tips or gratuities in addition to the fare quoted for service. Payment of tips or gratuities by passengers to drivers or any other employee of the Permittee shall be at the discretion of the passenger.

SPECIAL ENDORSEMENTS

- (b) The Port Authority will not withhold its consent to such rates and charges if they shall have been approved or determined by any board, commission or other governmental regulatory body of the United States of America or the State of New York or the State of New Jersey, provided that such regulatory body has jurisdiction and the power of final determination, and provided, further, that the approval or determination is in effect at the time in question. In the absence of any such governmental determination, the Port Authority will not withhold approval of rates and charges substantially equivalent to those made for similar services by persons or organizations rendering similar services elsewhere in any municipality in which the Airports are located. Copies of all rates and charges shall be submitted to the Port Authority within five (5) business days of a request by the Port Authority for such rates and charges. The Permittee agrees that all of its advertising for all of its services to be rendered under this Agreement shall conform to and be consistent with this Special Endorsement No. 8 and all other terms and provisions of this Agreement.
9. The Port Authority makes no warranty or representation that unauthorized individuals offering services to the public the same or similar to those offered by the Permittee will not be present in the terminal building areas at the Airports and the Port Authority shall have no liability to the Permittee in connection therewith.
10. (a) During the term of this Agreement the Permittee shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, consultant, or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing in connection with the performance by such employee, agent, consultant, other person or firm representing the Port Authority, of duties involving transactions with the Permittee on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Agreement.
- (b) As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this Agreement or any other Port Authority contract), etc., which might tend to obligate the Port Authority employee to the Permittee, 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 Port Authority contract.
- (c) In addition, during the term of this Agreement, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

SPECIAL ENDORSEMENTS

- (d) The Permittee shall include the provisions of this clause in any subcontract entered into in connection with this Agreement.
11. (a) The permission granted by this Agreement shall take effect upon the effective date hereinbefore set forth. If the Port Authority at anytime during the effective period of this Agreement shall, in its sole discretion, determine to implement modifications to its Airport ground transportation business policy which, in the opinion of the Port Authority, significantly alters the relationship of the privilege granted hereunder to other aspects of the Port Authority's Airport ground transportation business policy, the Port Authority shall provide a description of such changes in a notice to the Permittee. During the thirty (30) day period following such notice, the Permittee may notify the Port Authority of the termination of this Agreement to be effective thirty (30) days after such notice to the Port Authority as if such date were the date originally set forth in this Agreement for its expiration.
- (b) If on the date of execution of this Agreement by the Port Authority the Permittee has either a Privileged Shared-Ride Service Permit from the Port Authority and such Permit expires or is terminated or revoked by the Port Authority or the Permittee, the Permittee shall have the right to terminate this Ground Transportation Agreement during the thirty (30) days following the giving of notice thereof, upon ten (10) days prior written notice to the Port Authority.
12. The Permittee shall meet or surpass the customer service standards that apply to Permittee Services which appear in the Ground Transportation section of the latest edition of the Airport Standards Manual, attached hereto as Exhibit IV and hereby made a part hereof, as the same may be revised or amended by the Port Authority.
13. (a) The Permittee shall promptly report in writing to the Manager of the Facility all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire.
- (b) In addition to and without limiting the other obligations of the Permittee under this Permit, the Permittee, with respect to each vehicle operated by it, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums on the following described policy or policies of insurance in not less than the following limits which shall cover its operations hereunder and shall be effective during the effective period of this Permit: If on the date of execution of this Agreement by the Port Authority the Permittee has either a Privileged Shared-Ride Service Permit from the Port Authority and such Permit expires or is terminated or revoked by the Port Authority or the Permittee, the Permittee shall have the right to terminate this Ground Transportation Agreement during the thirty (30) days following the giving of notice thereof, upon ten (10) days prior written notice to the Port Authority.

SPECIAL ENDORSEMENTS

- (i) Comprehensive General Liability Insurance covering airport operations and covering bodily injury including wrongful death, and property damage which shall not exclude property damage to any property in the care, custody or control of the Permittee, in the minimum amount of \$2,000,000 combined single limit for each occurrence.
  - (ii) Comprehensive Automobile Liability Insurance to include owned, non-owned and hired vehicles, as applicable, listing the Vehicle Identification Number (VIN) for each vehicle, covering bodily injury including wrongful death, and property damage, which shall not exclude property damage to any property in the care, custody or control of the Permittee, in the minimum amount of \$5,000,000 combined single limit for each occurrence.
- (c) The Permittee shall secure as part of each said policy of insurance a contractual liability endorsement covering the obligations of the Permittee, none of the foregoing policies to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Permittee which would conflict with or in any way impair coverage on the contractual liability endorsement. The insurance required hereunder shall also provide or contain an endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action by a third person shall pertain and apply with like effect with respect to any claims or actions against the Permittee by the Port Authority, and that said protections shall also pertain and apply with respect to any claim or action against the Port Authority by the Permittee, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. In addition, all the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by the third person as if the Port Authority were the named insured thereunder. Notwithstanding the minimum limits set forth herein, it is specifically understood and agreed that the Port Authority shall have the right upon notice to the Permittee given from time to time and at any time to require the Permittee to increase any or all of the said limits and the Permittee shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same, to the Port Authority. A certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. Each policy, certificate or binder delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed, or modified without giving

SPECIAL ENDORSEMENTS

thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate required shall contain the provision that: "The insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority *as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority*, the Permittee shall *promptly obtain a new and satisfactory policy in replacement*. If the Port Authority at any time so requests, a certified copy of the policies shall be delivered to the Port Authority.

The quarterly fee hereunder shall be due and payable on the effective date hereof prorated on the basis of there being ninety-one (91) days in a calendar quarter and on the first day of each calendar quarter thereafter, provided, however, that if the permission granted hereby shall expire or be revoked or terminated effective on a date other than the last day of a calendar quarter, the Port Authority shall pay or credit to the Permittee the prorated portion of the quarterly fee on the basis of there being ninety-one (91) days in a calendar quarter.

Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
P. O. BOX 95000-1517  
PHILADELPHIA, PA 19195-1517

Or via the following wire transfer instructions:

Bank: Commerce Bank  
Bank ABA Number: 026013673  
Account Number

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

# **CUSTOMER SERVICE**

## **Airport Standards Manual**

**John F. Kennedy International Airport  
LaGuardia Airport  
Newark Liberty International Airport  
Teterboro Airport  
Downtown Manhattan Heliport**

**Prepared and Published by  
The Port Authority of New York & New Jersey - Aviation Department  
Customer, Cargo, Concessions & Airport Services Division**

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Fourth Edition, May 2005

## **Mission**

*To plan, develop, promote, operate and maintain a unified system of regional airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.*

## **Vision**

- *Focus on Customer Well Being - Provide an airport environment where customers are safe and secure, yet receive quality service.*
- *Be a Model for Service, Security, Efficiency, Safety and Effectiveness.*
- *Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.*

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## Introduction

### Airport Standards Manual

The Airport Standards Manual (ASM) is produced by the Port Authority Aviation Department with all rights reserved. The ASM serves as the primary document outlining the customer service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Standards fall under three broad categories – Customer Service, Signing and Wayfinding, and Planning and Design for Terminals and Facilities. The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool.

#### Purpose

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual – Customer Service Standards for the benefit of all airport customers.

It is expected that the Port Authority and all employers on the airports strive to meet or exceed these standards.

This Manual defines *Customer Service Standards* and the *Performance Measurement Program* and is made available to all partners. It will continue to evolve and grow to meet the demands of our customers, through changes in operating procedures, facilities and the introduction of technology by the aviation industry and government regulations.

#### The Standards

These Customer Service Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

- Standards referring to "Adequate" or "Sufficient" lighting shall conform to the Illuminating Engineering Society of North America (IES-NA) *Lighting Handbook, 8<sup>th</sup> Edition Section 11* as they pertain to the respective areas and activities.
- All signs shall be in conformance with the Port Authority Aviation Department *Signing and Wayfinding Standards Manual* as well as those areas addressed in this manual.
- All Terminal Planning shall be in conformance with the Port Authority Aviation Department *Planning and Design for Terminals and Facilities Standards* including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas and Concessions Locations and subject

to *Tenant Alteration Application (TAA) Procedures and Standards Guide* reviews and subsequent addenda.

- All Airport Partners must adhere to the Airport Rules and Regulations.

Customer Service Standards are being implemented at Port Authority airports facilities, and are reviewed regularly against best industry practices to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, facility quality assurance reviews, focus groups and data gathered for the Port Authority.

Due to modifications, either through addition or deletion, standards numbering may be different from the previous edition. Also, this edition of the manual includes a designation at the end of each of the standards indicating whether the standard is a high or routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered routine in nature.

#### *Immediate Action Items*

Certain aspects of the Mystery Shopping and Facility Quality Assurance Review process are deemed to be "*Immediate Action Items*", requiring immediate attention. These items include:

- Safety and Security concerns
- Rudeness / indifference to customers
- Excessive disrepair

If mystery shoppers/inspectors witness any of these conditions they will immediately notify the proper airport contacts. For EWR, call 973-961-6154, for JFK, call 718-244-8158 and for LGA, call 718-533-3700.

### **Airport Performance Measurement Program (APMP)**

#### **I. SERVICE COMMITMENT**

The *Airport Performance Measurement Program (APMP)* provides the framework outlining the process that encourages actions and a commitment to customer service regardless of who provides the service. More specifically, the APMP is designed to:

- 1) Recognize "Satisfactory" performance by Partners who continue to improve customer satisfaction.
- 2) Provide a useful management tool to identify to Partners the areas that "Need Improvements".

- 3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM) - Customer Service Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas. It is suggested that all partners attend an annual briefing session with the Port Authority to review these standards.

Commitment to upholding the standards is essential for providing quality customer service. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner's performance is considered to be "Satisfactory" when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

There is, however, an important distinction between the level of customer satisfaction achieved by a Partner, and the Partner's level of commitment and compliance to the ASM. Customer satisfaction is useful in measuring the customers' perceptions about each Airport's services but does not directly evaluate a Partner's commitment, compliance, or performance. Similarly, Partner compliance is a useful measure to determine how committed a Partner is to implementing the ASM; yet this may not be reflected in the Partner's level of customer satisfaction. Where feasible, the two elements, customer satisfaction and Partner's commitment, must be measured and evaluated together to determine a Partner's true effectiveness and the effect the ASM - Customer Service Standards and the APMP have on customer service.

#### **H. OBJECTIVES**

The overall objective of the APMP is to improve the quality of service offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partners employees, contributes to the quality of customer service.

Where the ASM - Customer Service Standards defines good customer service, the APMP defines performance measurement and provides a management tool to recognize Satisfactory performance and to monitor actions taken to address areas in Need of Improvement. By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of their commitment necessary for quality airport customer service.

The APMP also outlines how "Scorecards" are developed and explains the method used in periodically determining each Partner's performance. The scorecard is the measure of a Partner's performance in a specific area. The scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping, and facility quality assurance reviews.

#### **III. METHODOLOGY**

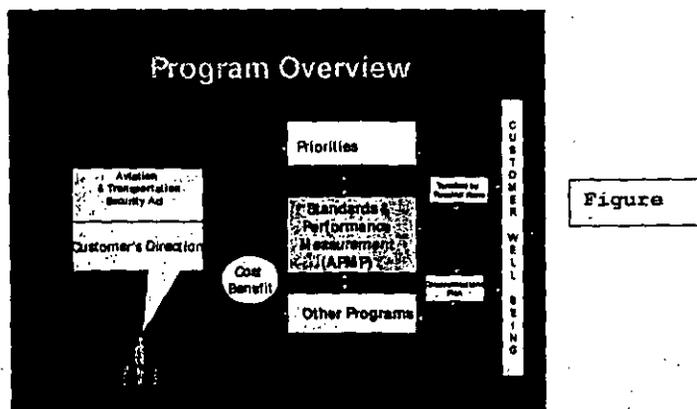
This section proposes a general framework for a quantitative strategy to:

- (1) Measure Partners' performance.
- (2) Provide an objective means for recognizing Satisfactory performance.

- (3) Monitor actions required by Port Authority staff and Partners in areas in "Need of Improvement" that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer service and provides a recommended strategy for assessing Partners' performance.

To begin with, Figure 1 briefly illustrates the various steps of the Customer Well Being process used to develop the ASM Customer Service Standards and to integrate them with the APMP. There are three major components to the development of the APMP:



Figure

1. **Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool. See page 1.
2. **Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer service through several actions including but not limited to Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.
3. **Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Service Standards, Signs Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

### A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners performance. Limiting the data to few sources allows Port Authority staff to focus their efforts on developing and refining the questions and data collection procedures, rather than attempting to use multiple sources that employ different collection techniques and scoring methodologies. Mystery shopping, facility quality assurance reviews, and additional data collection all monitor Partners performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer service:

1. **Customer Satisfaction Survey** – The Customer Satisfaction Survey report quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen passengers are asked to rate various service area attributes on a scale of 1 to 10 (1 being “unacceptable” and 10 being “outstanding”). Passengers indicating scores of 8 and higher are considered to be “delighted or pleased.” A score is obtained by dividing the total number of passengers polled by the number of passengers who are delighted or pleased with the service.
2. **Mystery Shopping** – The mystery shopping report, Figure 2, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of “0” if the service meets the Standard or “1” if it does not meet the Standard. The results are then totaled and a corresponding percentage is reported for each Partner. This is the predominant method of data collection as it provides some measure of Partner performance for all of the service standard categories.



**THE PORT AUTHORITY OF NY & NJ**

**Mystery Shop Summary Report**

Property Number: EWR-B-T0  
 Property Name: Newark Terminal B Operator - PA  
 Date of Evaluation: 3/23/2005  
 Previous Evaluation: 2/14/2005

**Figure 2  
 Mystery  
 Shopping  
 Summary**

	Standards Missed	Max to Pass	Status	Rolling Average	Previous Score	Gap to Acceptability	High	Routine
<b>TERMINAL</b>	27			24.00	21	13%		
<b>CURBSIDE DEPARTURE</b>	5			7.50	10	11%		
<b>Overall Cleanliness/ Conditions</b>	4			5.00				
<b>Curbside Departure</b>	5							
<b>Standards of Cleanliness</b>	1							
<b>Standards of Condition</b>	3							
<b>Standards of Functionality</b>	0							
<b>Signs, Directions, and Information</b>	0							
<b>Standards of Employee Attitude, Appearance and Knowledge</b>	1			2.50				

3. **Facility Quality Assurance Reports** – Facility quality assurance reports, Figure 3, provide summarized routine and high priority deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of "0" if the standard is met or "1" if it does not meet the standard. Routine deficiencies are quick fixes identified with mostly cleaning or management issues while high priority deficiencies are those addressing condition and functionality and are more likely to be capital intensive and long term fixes. The high and routine deficiencies identified through facility quality assurance reviews are then totaled and distributed to all partners for follow up actions.



**Facility Summary Report**

Property Number: EWR-B-TO  
 Property Name: Newark Terminal B Operator - PA  
 Date of Evaluation: 1/14/2005  
 Previous Evaluation:

**Figure 3  
 Inspection  
 Summary**

	Standards Missed	Max to Pass	Status	Rolling Average	Previous Score	Gap to Acceptability
<b>TERMINAL</b>	243			243	N/A	15%
<b>CURBSIDE DEPARTURE</b>	7			7	N/A	29%
Curbside Departure - Terminal B	7					
Standards of Cleanliness	2					
Standards of Condition	5					
Standards of Functionality	0					
Signs, Directions, and Information	0					

**4. Additional Data Collection and Partners' Information** – This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. The areas subject to data collection include but are not limited to airlines check-in, gates and speed/accuracy of baggage delivery, TSA wait time at security checkpoints, CBP wait time, US VISIT Exit process, Air Train, taxi queue, and parking lot exit wait time and queues.

Note: Some or all of the above monitoring tools may be included in specific Scorecards.

**B. Setting Practical Targets**

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed monthly and will be supplemented with periodic staff facility quality assurance reviews and data collection. These two monitoring sources

will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual facility quality assurance reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, facility quality assurance reviews, or data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random facility quality assurance reviews for cleanliness, condition and functionality based on the ASM – Customer Service Standards. Contractor performance will be evaluated based upon criteria including, but not limited to, the degree and extent to which the contractor can effectively manage the services outlined in its' Port Authority Agreement, the quality of the employee-training program and the ability to retain employees in the service at the Airport. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff facility quality assurance reviews.

For Port Authority contractors, performance over the entire contract period will be taken into account and the final contract year will have several measurement periods. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor's scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

Scorecards contain an overview of the grading system and the performance targets for several areas. Performance targets have been set based on achievable scores from previous surveys, mystery shops or facility quality assurance reviews. Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established.

The overall performance measurement strategy is based on the calculation of a total weighted score derived from the data sources described above. Using the overall weighted score, the Port Authority could provide a performance bonus for Satisfactory performance or enact actions for under-performance or areas in Need of Improvement. The measurement of performance for some areas may be based upon one or more measurement source while others may use multiple measurement sources to establish a base score.

Based on the results of the weighted score, the Partner performance shall be rated Satisfactory when targets are met or exceeded across all applicable performance measures, and a Needs Improvement rating will result when one or more performance measure does not meet the established performance target.

Figure 4 illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as Satisfactory or Needs Improvement.

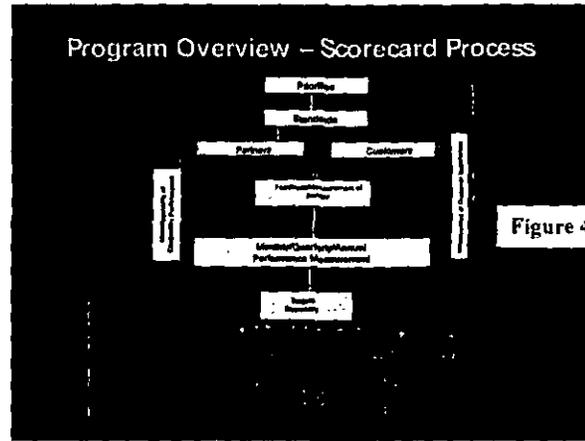


Figure 4

#### IV. SCORECARDS

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM-monitoring of 3<sup>rd</sup>-party partners performance.

There are two categories of contractors – those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines. In many cases, the Port Authority has the ability to recognize Satisfactory performance and also to take appropriate action(s) when performance is rated in Need of Improvement for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

- > The following is a list of existing scorecards measuring courtesy of employees:
  - Concessions (retail, food & beverage).
  - Parking
  - Taxi Dispatch
  - On Airport Bus
  
- > The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:
 

Concessions (retail, food & beverage)	Taxi Dispatch
AirTrain Stations	AirTrain Vehicles
Parking	On-Airport Bus
Gate Areas	Restrooms

**A. Scorecards Descriptions & Methodology**

- A Sample Needs Improvement Scorecard [Figure 5]

Performance Measurement Scorecard - Gate Area								
Central Terminal Building - LGA								
Gates	Security Lanes	Gate Sq. Ft.	Avg. Mvmt. Per Day	Avg. Mvmt per Gate per Day	Annual Outbound Pax	Avg. Sq. Ft. Gate Area	Sq Ft per Avg Daily Pax	IATA Level of Service
38	12	48,000	404	11	5,469,274	1,263	3.2	F

	Customer Satisfaction	Mystery Shopping	Facility Quality Assurance
	Actual Score	Actual Score	Booking Items
Actual Score	37	5	17
Performance Target	48-54	8	29
Specific Results			

Overall Progress: Needs Improvement

To achieve an overall satisfactory performance, all targets must be met or exceeded.

- \* This is an Annual measure. ONLY IMPROVED SERVICE AND PERFORMANCE SCORES WILL BE A FACTOR IN THE DETERMINATION OF THE "OVERALL Satisfactory" RATING.
- \* Customer Satisfaction Target is based on the average of the three highest mystery passenger satisfaction scores but never lower than the prior target.
- \* Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target.
- \* Long-term Targets are based on the average number of deficiencies per square foot of gate area. One deficiency for every 1,000 square feet is acceptable. Most airports may be lower but never higher.
- \* Data and TRAINING Information obtained through observation of the facilities.
- \* Passenger and aircraft handling data is based on information obtained from the Strategic Analysis & External Affairs Unit of the Aviation Department.

• A sample Satisfactory scorecard [Figure 6]

Performance Measurement Scorecard - Gate Area								
Terminal B - EWR								
Gates	Security Lanes	Gate Sq. Ft	Avg. Mvmt. Per Day	Avg. Mvmt per Gate per Day	Annual Outbound Pax	Avg. Sq. Ft. Gate Area	Sq Ft per Avg Daily Pax	IATA Level of Service
25	8	81,000	164	7	3,033,763	3,240	9.7	D

	Customer Satisfaction	Mystery Shopping	Facility Inspection	
	Target	Target	High Priority	Routine Items
Actual Score	55	4	9	36
Performance Target	49-54	5	12	48
Specific Results	Satisfactory	Satisfactory	Satisfactory	Satisfactory

Overall Progress	Satisfactory
------------------	--------------

To achieve an overall satisfactory performance, all targets must be met or exceeded.

Customer Satisfaction Target is based on the average of the three airports highest quarterly passenger satisfaction survey but does not exceed the prior target.
Mystery Shop Report and condition is based on a rating average of the lowest score achieved in this area at the three airports but never higher than the prior target.
Inspection Targets are based on the average number of deficiencies per square foot of gate area. The high-priority per area square foot of gate space and the routine deficiency per area square foot of gate space. These targets may be lower than prior targets.
Gate and Terminal Information obtained through inspection of the facilities.
Passenger and overall program data is based on information obtained from the Strategic Analysis & Control Office West of the Aviation Department.

The scorecards are created by the Aviation Department based on the information obtained through various measurement sources. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. Below is a description of how the targets are set for each of the measurement methods.

**Customer Satisfaction Survey:** The customer satisfaction survey results are produced annually, and therefore the scorecard will be updated with this information only once a year. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In Figure 5, the target for the gate area is 54 percent. The gate areas in the Central Terminal Building at LGA were deemed unacceptable because their score was not within

the acceptable range, thereby receiving a classification of "needs improvement". Figure 6 illustrates a scorecard in which all targets have been met or exceeded and therefore performance is rated as "satisfactory".

**Mystery Shopping:** Mystery Shopping is performed monthly, with each terminal being shopped once per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops. The lower number missed, the better the score. Each functional area's score for the twelve (12)-month period preceding the issuance of the scorecard will constitute their "rolling average". The lowest "rolling average" score in each functional area from each airport will be averaged to obtain the target scores. A five (5)-point margin will be applied to the target score. To be considered "satisfactory", the area must fall within this range. The mystery shopping scores will be updated on each semi-annual scorecard.

**Facility Quality Assurance Reports:** The facility quality assurance review will be performed semi-annually. The scoring for the facility quality assurance reviews is based on the number of standards missed, however the scores are divided based on their priority into high or routine items. Much like mystery shopping, the goal is to have the lowest score possible in both categories, high or routine. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement. Taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria calculate the facility quality assurance review score. This provides a pro-rated score that can then be applied to each terminal or location to assess their performance relative to the rest of the airports. For example, restrooms use the number of fixtures (defined as toilets and urinals) as the measurement criteria. The total number of deficiencies is summed and divided by the total number of fixtures across the airports providing a "per fixture" number of acceptable deficiencies. This score is then multiplied by the number of fixtures in a terminal to determine the target, or limit, number of deficiencies. This calculation is performed for both the high deficiencies and the routine deficiencies. The following are the measurement criteria for the areas of the scorecard:

- |                       |                                 |
|-----------------------|---------------------------------|
| ▪ Restrooms -         | Number of Fixtures              |
| ▪ Gate Areas -        | Square Feet                     |
| ▪ Concessions -       | Square Feet                     |
| ▪ Taxi Dispatch -     | Number of Booths                |
| ▪ On-Airport Bus -    | Number of Buses                 |
| ▪ Parking -           | Number of Public Parking Spaces |
| ▪ AirTrain Stations - | Square Feet                     |
| ▪ AirTrain Vehicles - | Number of Vehicles              |

V. **OTHER SCORECARDS UNDER DEVELOPMENT FOR THE 5<sup>TH</sup> EDITION OF THE ASM-CUSTOMER SERVICE STANDARDS**

The Aviation Department will work with partners to develop an acceptable approach to measure and monitor performance for the following standards that are not currently being mystery shopped, or reviewed for quality assurance or surveyed. The following new scorecards will focus on courtesy of staff, cleanliness, condition and functionality and wait times as applicable:

Standards 2.0	Curbside
Standards 3.0	Airline Ticket lobby Check-in Areas
Standards 4.0	Walkways, Corridors, Elevators & Escalators
Standards 5.0	Passenger and Baggage Screening Areas
Standards 10.0	Baggage Claim & FIS Areas
Standards 16.0	Ramp & Airside
Standards 19.0	Assistance to Passengers with Reduced Mobility (PRM)

## 1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind "... *people may not remember exactly what you did or what you said ... but they will always remember how you made them feel*".

### *Standards of Employee Attitude, Appearance, Awareness and Knowledge*

All employees will meet or exceed the following standards:

#### *1.1 Attitude, all employees shall:*

- 1.1.1 Greet all customers in a friendly and professional manner. Address customers proactively – be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact.
- 1.1.2 Display a positive attitude toward passengers and fellow employees at all times.
- 1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer's problem.
- 1.1.5 Be capable of communicating clearly when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and tone of voice with customers.
- 1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.
- 1.1.9 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.
- 1.1.10 Focus on customers and not gather in a group to chat while on duty.
- 1.1.11 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

## 1.0 – Employee Attitude, Appearance, Awareness and Knowledge

- 1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.
- 1.1.13 Not nap or sleep while on duty or in a public area.
- 1.1.14 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

### 1.2 *Appearance, all employees shall:*

- 1.2.1 Be well groomed, clean and present a professional appearance.
- 1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.
- 1.2.3 Wear nametags and/or official identification that is visible to the public at all times.
- 1.2.4 Wear clean, neat and pressed uniforms while on duty.
- 1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

### 1.3 *Awareness, all employees shall:*

- 1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.
- 1.3.2 Inspect their vehicles regularly for suspicious items while operating on the AOA.
- 1.3.3 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.
- 1.3.4 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.

## **1.0 – Employee Attitude, Appearance, Awareness and Knowledge**

- 1.3.5 Ensure that all AOA doors and gates are closed properly after each use.
  - 1.3.6 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
  - 1.3.7 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.
  - 1.3.8 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
  - 1.3.9 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.
- 1.4 Knowledge, all employees shall:**
- 1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
  - 1.4.2 Convey accurate information using clear and understandable terms.
  - 1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
  - 1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.
  - 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)
  - 1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

## 2.0 – Curbside

### *Curbside General Requirements*

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Smoking receptacles shall be readily available on the curbside. {R}
- c) Skycap service shall be readily available. {R}

### *2.1 Standards of Cleanliness*

- 2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}
- 2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}
- 2.1.3 All glass shall be clean and free of streaks and smudges. {R}
- 2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}
- 2.1.6 Walls shall be clean and free of graffiti. {R}
- 2.1.7 Curbside check-in counters and self-service check-in kiosks shall appear clean and organized, uncluttered and without visible damage. {R}
- 2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}
- 2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

### *2.2 Standards of Condition*

- 2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}
- 2.2.2 Entrance and exit doors shall be maintained in good working order. {R}
- 2.2.3 All glass shall be in good condition with no visible damage. {R}

## 2.0 - Curbside

- 2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}
- 2.2.7 Walls shall be free of scratches, marks and scuffs. {R}
- 2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}
- 2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}
- 2.2.10 Snow and ice shall be removed from walkways and roadways. {H}
- 2.2.11 Roadways shall be well maintained and free of potholes. {R}
  
- 2.3 *Standards of Functionality*
- 2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}
- 2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}
- 2.3.3 Public address systems shall be clear and audible. {R}
- 2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}
- 2.3.5 All doors shall operate properly. {R}

## 2.0 - Curbside

### 2.4 *Signs, Directions, and Information*

- 2.4.1 Directional signs shall be visible, legible and accurate. {R}
- 2.4.2 Signs shall clearly indicate the location of services. {R}
- 2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}
- 2.4.5 Appropriate directional signs shall be visible at every decision point. {R}

### 3.0 – Airline Check-in Areas

#### *Airline Check-In Area General Requirements*

- a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}
- b) Trash receptacles shall be available in the airline check-in areas. {R}

#### *3.1 Standards of Cleanliness*

- 3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}
- 3.1.2 Workspaces shall always appear uncluttered and organized. {R}
- 3.1.3 Seating shall be clean and free of stains. {R}
- 3.1.4 Windowsills shall be free of dust and debris. {R}
- 3.1.5 Windows shall be free of streaks and smudges. {R}
- 3.1.6 Wastebaskets shall be clean and not overflowing. {R}
- 3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}
- 3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 3.1.9 Floors shall be dry, free from spills and water. {H}
- 3.1.10 Ceilings shall be clean and free of dust. {R}
- 3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}
- 3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

### 3.0 – Airline Check-in Areas

#### 3.2 Standards of Condition

- 3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}
- 3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}
- 3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}
- 3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}
- 3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}
- 3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}
- 3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}
- 3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 3.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}
- 3.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}
- 3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}
- 3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}
- 3.2.13 Heating and air conditioning units shall be in good working condition. {R}
- 3.2.14 Stanchions, ropes and, "tensa barriers" shall be well maintained and in good repair. {R}
- 3.2.15 Employees' personal belongings shall not be visible to customers. {R}

### 3.0 – Airline Check-in Areas

#### 3.3 *Standards of Functionality*

- 3.3.1 Flight Information Display System (FIDS) monitors shall be provided, and be in working order. {R}
- 3.3.2 Telephones shall be in working order. {R}
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Terminal Ticket Counter – 45-foot candles.** {R}
- 3.3.4 Stanchions, ropes, “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}

#### 3.4 *Signs, Directions, and Information*

- 3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}
- 3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}

#### 4.0 - Walkways/Corridors/Elevators/Escalators

##### 4.1 Standards of Cleanliness

- 4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}
- 4.1.2 Floors shall be dry, free of spills or water. {H}
- 4.1.3 Ceilings shall be clean and free of dust. {R}
- 4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}
- 4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}
- 4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}
- 4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 4.1.8 Heating and air conditioning units shall be clean and dust free. {R}

##### 4.2 Standards of Condition

- 4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 4.2.2 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}
- 4.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {H}
- 4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}
- 4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}
- 4.2.6 Elevator button lights and switches shall be in good condition. {R}
- 4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}

#### 4.0 – Walkways/Corridors/Elevators/Escalators

- 4.2.8 Corridors and walkways shall be free of obstructions. {R}
- 4.2.9 Heating and air conditioning units shall be in working order. {R}
- 4.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

#### 4.3 *Standards of Functionality*

- 4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}
- 4.3.2 Elevator button lights and switches shall be operational. {R}
- 4.3.3 Public address system shall be in working order and audible from all areas. {H}
- 4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles. {H}
- 4.3.5 In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

#### 4.4 *Signs, Directions, and Information*

- 4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}
- 4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}
- 4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}
- 4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 5.0 – Passenger and Baggage Screening Areas

### 5.1 *Standards of Cleanliness*

- 5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}
- 5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}
- 5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}
- 5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}
- 5.1.5 Ceilings shall be clean and free of dust. {R}

### 5.2 *Standards of Condition*

- 5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}
- 5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}
- 5.2.6 Ceilings shall be free from stains and broken tiles. {R}
- 5.2.7 Sign frames, holders and stands shall be in good condition. {R}
- 5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}
- 5.2.9 Employee's personal belongings shall not be visible to customers. {R}

## 5.0 – Passenger and Baggage Screening Areas

### 5.3 *Standards of Functionality*

- 5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery and aids shall be maintained and in working order. {H}
- 5.3.2 Queue time at the passenger screening areas shall not exceed ten (10) minutes. {H}
- 5.3.3 Queue time at the baggage screening areas shall not exceed ten 10 minutes. {H}
- 5.3.4 Stanchions, ropes and "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

### 5.4 *Signs, Directions, and Information*

- 5.4.1 Internal notices shall not be displayed in public areas. {R}
- 5.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 5.4.3 Clear, visible and accurate signing shall be placed at key decision points and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 5.4.4 Only approved regulatory signs shall be used. {R}

## 6.0 - Restrooms

### *General Requirements*

- a) Restrooms shall have sinks with soap dispensers. {R}
- b) Female restrooms shall be equipped with sanitary dispensers and sanitary trash receptacles. {R}
- c) All restrooms shall have sanitary seat covers available. {R}
- d) All stall doors must have door locks or latches. {H}
- e) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}
- f) All restrooms shall be equipped with an appropriate number of trash receptacles. {R}
- g) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

### *6.1 Standards of Cleanliness*

- 6.1.1 Floors shall be free of debris and stains and appear clean. {R}
- 6.1.2 Floors shall be dry, free of spills or water. {H}
- 6.1.3 Unpleasant odors shall not be detected. {R}
- 6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}
- 6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}
- 6.1.6 Entranceways and doors shall be clean and free of debris. {R}
- 6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}
- 6.1.8 Urinals shall be clean and free of debris. {R}
- 6.1.9 Tiles and walls shall be clean. {R}
- 6.1.10 Soap dispensers shall be clean and free of soap scum. {R}

## 6.0 - Restrooms

- 6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}
- 6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 6.1.13 Sanitary dispensers shall be clean. {R}
- 6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}
- 6.1.15 Baby changing stations shall be clean. {R}
- 6.1.16 Walls and doors of toilet and toilet stalls shall be clean. {R}
- 6.1.17 Ceilings shall be clean and free of dust. {R}
- 6.1.18 Countertops shall be clean and free of debris and be dry. {R}
  
- 6.2 *Standards of Condition*
  - 6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}
  - 6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}
  - 6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}
  - 6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}
  - 6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}
  - 6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}
  - 6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}
  - 6.2.8 Soap dispensers shall be in good condition. {R}

## 6.0 - Restrooms

- 6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}
- 6.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}
- 6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}
- 6.2.12 Trash and sanitary receptacles shall be in good condition. {R}
- 6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}
- 6.2.14 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint. {R}
- 6.2.15 Ceilings shall be free of cracks and stains. {R}
- 6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}
- 6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}
- 6.3 *Standards of Functionality*
- 6.3.1 Public address system shall be clear and audible in the restroom areas. {H}
- 6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}
- 6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: Restrooms – 23 foot-candles. {H}
- 6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}
- 6.3.5 Toilets and urinals shall be in working order. {H}
- 6.3.6 Door locks and latches shall be in working order. {H}

## 6.0 - Restrooms

6.3.7 Sink drains and faucets shall be in working order. {R}

6.3.8 Baby changing stations shall be in working order. {H}

6.3.9 Sanitary dispensers shall be filled and in working order. {R}

6.3.10 Soap dispensers shall be in working order and have soap available. {R}

6.3.11 Unpleasant odors shall not be detected. {R}

### 6.4 Signs, Directions, and Information

6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}

## 7.0 – Gate Areas

### *General Requirements*

- a) Telephones shall be available in the gate area. {R}
- b) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}
- c) Public address system shall be available in every gate area. {R}
- d) Flight Information Display Systems shall be available in or around the gate areas. {R}

### *7.1 Standards of Cleanliness.*

- 7.1.1 Seating shall be clean and free of debris and stains. {R}
- 7.1.2 Windowsills shall be free of dust and debris. {R}
- 7.1.3 Windows shall be clean and free of streaks and smudges. {R}
- 7.1.4 Trash receptacles shall be clean and not overflowing. {R}
- 7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}
- 7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 7.1.7 Floors shall be dry, free of spills or water. {H}
- 7.1.8 Ceilings shall be clean and free of dust. {R}
- 7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}
- 7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}
- 7.1.11 Heating and air conditioning units shall be clean and dust free. {R}
- 7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 7.0 – Gate Areas

- 7.1.13 Counters/podiums and kiosks shall be clean and free of debris. {R}
- 7.1.14 Advertising and display areas shall be clean and free of debris. {R}
- 7.2 *Standards of Condition*
- 7.2.1 Seating shall be free of rips, tears and broken parts. {R}
- 7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}
- 7.2.3 Windows shall be in good condition, free of scratches or marks. {R}
- 7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}
- 7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}
- 7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 7.2.7 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}
- 7.2.8 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}
- 7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}
- 7.2.10 Heating and air conditioning units shall be in good working condition. {R}
- 7.2.11 Stanchions, ropes and “tensa-barriers” shall be in good working condition, with no visible damage or broken parts. {R}
- 7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 7.0 – Gate Areas

- 7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 7.3 *Standards of Functionality*
- 7.3.1 The Public Address System shall be clear and audible at all times. {H}
- 7.3.2 Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}
- 7.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: Gate Areas – 38 foot-candles. {H}
- 7.3.4 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}
- 7.3.5 Telephones shall be in working order. {R}
- 7.3.6 Television monitors shall be clear, visible and in good working condition. {R}
- 7.3.7 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}
- 7.4 *Signs, Directions, and Information*
- 7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}
- 7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 8.0 – Retail Services

### 8.1 *Standards of Cleanliness*

- 8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}
- 8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 8.1.3 Entrance doors and frames shall be free of smudges, dirt and grime. {R}
- 8.1.4 Glass windows and display cases shall be clean. {R}
- 8.1.5 Light fixtures and assemblies shall be clean and free of dust. {R}
- 8.1.6 All walls and columns shall be clean. {R}
- 8.1.7 Ceilings shall be clean and free of dust. {R}
- 8.1.8 Sales and cashier areas shall appear neat, organized and clean. {R}
- 8.1.9 Heating and air conditioning units and vents shall be clean. {R}

### 8.2 *Standards of Condition*

- 8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 8.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}
- 8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}
- 8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 8.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no visible broken parts. {R}
- 8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}

## 8.0 – Retail Services

- 8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}
- 8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}
- 8.2.10 Stock shall be stored out of view of customers whenever possible. {R}
- 8.2.11 Ceilings shall not be stained or have any broken tiles. {R}
- 8.2.12 Employees' personal belongings shall not be visible to customers. {R}
- 8.2.13 Heating and air conditioning units shall be in good working order. {R}
- 8.2.14 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas. {R}
- 8.3 *Standards of Functionality*
  - 8.3.1 In the event of flight delays, essential services should remain open for passengers in the terminal after normal business hours. {H}
  - 8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: Retail – 72 foot-candles. {H}
  - 8.3.3 Public Address System (PAS) and music system shall be in a clear and audible working condition with appropriately set volume level. {H}
  - 8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}
  - 8.3.5 Television monitors shall be clear, visible and in good working condition. {R}
- 8.4 *Signs, Directions, and Information*
  - 8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}
  - 8.4.2 Operators whose lease agreement require, shall prominently display "Street Pricing" signing. {R}

## 8.0 – Retail Services

- 8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}
- 8.4.4 Hours of operations shall be displayed and fully observed. {R}
- 8.4.5 *Appropriate signing shall be visible, and clearly direct customers to all retail facilities.* {R}
- 8.4.6 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 8.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}
- 8.4.8 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}
- 8.4.9 *When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet.* {R}
- 8.4.10 There shall be no unauthorized postings. {R}
- 8.4.11 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

### 8.5 *Standards of Retail Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

- 8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}
- 8.5.2 Employees shall always provide customers with a receipt and a "thank you". {R}
- 8.5.3 Employees shall always give correct change. {R}
- 8.5.4 *Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls.* {R}

## 8.0 – Retail Services

- 8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 8.5.6 Any complaints shall be dealt with promptly and records maintained. {R}
- 8.5.7 Employees shall have appropriate knowledge of items being sold. {R}
- 8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

### 8.6 Standards of Product

- 8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}
- 8.6.2 Merchandise shall be attractively displayed. {R}
- 8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}
- 8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}
- 8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}
- 8.6.6 All prices shall be clearly displayed. {H}
- 8.6.7 Customer comment cards shall be readily available. {R}
- 8.6.8 No items shall remain on shelves past expiration dates. {R}
- 8.6.9 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}
- 8.6.10 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

## 9.0 – Food & Beverage

### 9.1 *Standards of Cleanliness*

- 9.1.1 All areas in the establishment shall be clean and well maintained. {R}
- 9.1.2 Debris shall be removed from tables and counters within two minutes. {R}
- 9.1.3 Area shall be free of unpleasant odors. {R}
- 9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 9.1.5 Entrance doors and frames shall be free of smudges, dirt and grime. {R}
- 9.1.6 Ceilings shall be clean and free of dust. {R}
- 9.1.7 Glass windows and display cases shall be clean. {R}
- 9.1.8 All food used for display purposes shall be changed regularly. {R}
- 9.1.9 Sales and cashier areas shall appear organized and clean. {R}
- 9.1.10 Tray slides shall be clean. {R}
- 9.1.11 Trays shall be washed, not just wiped. {R}
- 9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}
- 9.1.14 All visible cooking equipment shall be clean. {R}
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 9.1.16 Heating and air conditioning units and vents shall be clean. {H}

### 9.2 *Standards of Condition*

- 9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}
- 9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

## 9.0 – Food & Beverage

- 9.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}
- 9.2.6 Ceilings shall be free of stains and broken tiles. {R}
- 9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}
- 9.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas. {R}
- 9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}
- 9.2.11 Employees' personal belongings shall not be visible to customers. {R}
- 9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}
- 9.3 *Standards of Functionality*
- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}
- 9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: Dining Area – 23 foot-candles. {H}
- 9.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level. {H}
- 9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

## 9.0 – Food & Beverage

9.3.5 Heating and air conditioning units shall be in working order. {R}

### 9.4 *Signs, Directions, and Information*

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signing. {R}

9.4.3 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.4 Hours of operations shall be displayed and fully observed. {R}

9.4.5 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.6 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.10 There shall be no unauthorized postings. {R}

### 9.5 *Standards of Food and Beverage Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

## 9.0 – Food & Beverage

- 9.5.2 Employees shall always provide customers with a receipt and a "thank you." {R}
- 9.5.3 Employees shall always give correct change. {R}
- 9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}
- 9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}
- 9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 9.5.7 Any complaints shall be dealt with promptly and records maintained. {R}

### 9.6 Standards of Product

- 9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}
- 9.6.2 Menus shall be well designed, clean and display the correct prices. {R}
- 9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}
- 9.6.4 No items shall remain on shelves past expiration dates/times. {H}
- 9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}
- 9.6.6 Hot food shall be delivered hot; cold food shall be delivered cold. {R}
- 9.6.7 Clean trays shall be available. {R}
- 9.6.8 Customer comment cards shall be readily available. {R}
- 9.6.9 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

## 10.0 – Baggage Claim

### *General Requirements*

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Public Address System (PAS) shall be available. {H}

### *10.1 Standards of Cleanliness*

- 10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}
- 10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}
- 10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}
- 10.1.5 Ceilings shall be clean and free of dust. {R}
- 10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}
- 10.1.7 Seating shall be clean and free of stains. {R}
- 10.1.8 Windowsills shall be free of dust and debris. {R}
- 10.1.9 Windows shall be clean and free of streaks and smudges. {R}
- 10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}

### *10.2 Standards of Condition*

- 10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 10.2.4 Heating and air conditioning units shall be in good working condition. {R}
- 10.2.5 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

## 10.0 – Baggage Claim

- 10.2.6 Seating shall be free of rips, tears and broken parts. {R}
- 10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}
- 10.2.8 Windows shall be in good condition, free of scratches or marks. {R}
- 10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 10.2.10 *Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed.* {H}
- 10.2.11 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}
- 10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and *not allowed to collect in an unsightly manner and impede passenger flow.* {R}

### 10.3 Standards of Functionality

- 10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}
- 10.3.2 The Public Address System shall be clear and audible. {H}
- 10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}
- 10.3.4 Television monitors shall be in good working condition. {R}
- 10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles.** {H}
- 10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}

### 10.4 Signs, Directions, and Information

- 10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}
- 10.4.2 *Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards.* {R}

### **10.0 – Baggage Claim**

- 10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}
- 10.4.4 In the event that baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}
- 10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 11.0 – Ground Transportation

### 11.1 Standards of Cleanliness

#### *Ground Transportation Information Counters*

- 11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}
- 11.1.2 Computers and monitors shall be clean and free of dust. {R}
- 11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}
- 11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

#### *On-Airport Bus Services*

- 11.1.5 All vehicle lighting shall be clean and free of debris. {R}
- 11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.7 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}
- 11.1.10 Seating shall be clean and free of graffiti. {R}

#### *Permittee Services*

- 11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.12 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}
- 11.1.14 Seating shall be clean and free of graffiti. {R}

## 11.0 – Ground Transportation

### *Bus Shelters*

- 11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.16 All bus shelter interiors shall be clean and free of debris. {R}
- 11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}
- 11.1.19 Seating shall be clean and free of graffiti. {R}
- 11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}
- 11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

### *11.2 Standards of Condition*

#### *Ground Transportation Information Counters*

- 11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 11.2.2 Computers and monitors shall be in good working condition. {R}
- 11.2.3 All telephones, including self-service phones shall be in good condition. {R}
- 11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}
- 11.2.5 Employee's personal belongings shall not be visible to customers. {R}

#### *Airport Bus and Permittee Services*

- 11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}
- 11.2.7 Vehicular body damage shall be repaired promptly. {R}
- 11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

## **11.0 – Ground Transportation**

- 11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}
- 11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}
- 11.2.11 Employee's personal belongings shall not be visible to customers. {R}
- 11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

### ***Permittee Services***

- 11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}
- 11.2.14 Vehicle interiors shall be in good condition. {R}
- 11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}
- 11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

### ***Bus Shelters***

- 11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}
- 11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}
- 11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

## **11.3 Standards of Functionality**

### ***Ground Transportation Information Counters***

- 11.3.1 All customer service representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}
- 11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}

## **11.0 - Ground Transportation**

11.3.3 Computers and monitors shall function properly. {R}

11.3.4 All telephones, including self-service telephones, shall function properly. {R}

### ***On-Airport Bus Services***

11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.7 Doors and windows shall operate properly and easily. {H}

11.3.8 Waiting time during peak periods for shall not exceed fifteen (15) minutes. {R}

11.3.9 Public Address systems and announcements shall be clear audible, and up to date. {R}

11.3.10 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

### ***Permittee Services***

11.3.11 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.12 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.13 Only authorized permittees shall make pick-ups at designated areas. {R}

## ***11.4 Signs, Directions and Information***

### ***Ground Transportation Information Counters***

11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 11.0 - Ground Transportation

11.4.2 Ground Transportation waiting area shall be clearly identified. {R}

11.4.3 All transportation information shall be accurate and up to date. {H}

11.4.4 All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

### *On-Airport Bus Services*

11.4.5 Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}

11.4.6 Pick-up locations shall be clearly designated. {R}

11.4.7 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.8 All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}

11.4.9 Airline directories, where posted, shall be current and up-to-date. {R}

### *Bus Shelters*

11.4.10 Bus headways shall be prominently displayed. {R}

11.4.11 Airline directories, where posted, shall be current and up-to-date. {R}

### *11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)*

11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}

11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within one (1) hour of the request for such service at Ground Transportation Information Center. {R}

## **12.0 – Taxi Dispatch**

### **12.1 Standards of Cleanliness**

- 12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}
- 12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}
- 12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

### **12.2 Standards of Condition**

- 12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}
- 12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}
- 12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}
- 12.2.4 Queue line railing, where installed, shall be free of defects. {R}

### **12.3 Functionality**

- 12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}

### **12.4 Signs, Directions, and Information**

- 12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}

## 13.0 – Parking Lots & Garages

### 13.1 *Standards of Cleanliness*

- 13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}
- 13.1.2 Escalators and elevators shall be clean and free of debris. {R}
- 13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}
- 13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}
- 13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}
- 13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}
- 13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}
- 13.1.9 Drains shall be clear and free of debris. {R}
- 13.1.10 Unpleasant odors shall not be detected. {R}
- 13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

### 13.2 *Standards of Condition*

- 13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}
- 13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}
- 13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}

### 13.0 – Parking Lots & Garages

- 13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}
- 13.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}
- 13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}
- 13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}
- 13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}
- 13.2.11 Striping shall be visible. {R}
- 13.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

#### 13.3 *Standards of Functionality*

- 13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations. {H}
- 13.3.3 All equipment shall be functioning and in good working order. {R}
- 13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}
- 13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}

### 13.0 – Parking Lots & Garages

- 13.3.6 Escalators and elevators shall be in working order. {R}
- 13.3.7 Elevator button lights and switches shall be operational. {R}
- 13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}
- 13.3.9 A “red light” shall be displayed indicating a closed lane. {R}
- 13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}
- 13.4 *Signs, Directions, and Information*
- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.5 Signing for “help” phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.6 A plaque with the cashier’s name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}
- 13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

## 13.0 – Parking Lots & Garages

### 13.5 *Standards of Parking Employees*

In addition to the following standards, all employees shall conform to the same Employee, Attitude, Appearance and Knowledge as outlined in Standard 1.0.

- 13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. (R)
- 13.5.2 Employees shall "thank" every customer and offer a receipt. (R)

## 14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

### 14.1 Standards of Cleanliness

14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}

14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

### 14.2 Standards of Condition

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}

14.2.5 Floors shall be dry and free of spills or water. {R}

14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}

14.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

14.2.8 No unpleasant odors shall be emitted from the construction site. {R}

## 14.0 - Construction

- 14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}
- 14.2.10 Construction workers shall obtain and prominently display official identification. {H}

### 14.3 Standards of Functionality

- 14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}
- 14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}
- 14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}
- 14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}
- 14.3.5 Any major capital projects having impact on customer services shall be posted on appropriate websites. {R}

### 14.4 Signs, Directions, and Information

- 14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}
- 14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}
- 14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}

#### 14.0 - Construction

- 14.4.4 Renderings of the new facility shall be posted at appropriate locations. {R}
- 14.4.5 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 15.0 – Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers who have established policies, procedure and guidelines to handle stranded and delayed passengers.

### 15.1 Standards for Representation

- 15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.
- 15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is air born. The representative shall sign-in and sign-out with the Terminal Operator.
- 15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)
- 15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:
  - A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;
  - B. Name(s) of all authorized representative(s) on duty;
  - C. 24-hour telephone contact;
  - D. 24-hour fax number;
  - E. E-mail address;
  - F. Mailing address;
  - G. The name of ground handling company;
  - H. Name and contact of handling company's authorized representative;

## 15.0 – Charter Operations

I. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

J. Provide website address for posting of information.

15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.

15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.

15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

### 15.2 *Standards for Information*

15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.

15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.

15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

## 15.0 – Charter Operations

### 15.3 *Standards for Services in case of flight delay or cancellation*

- 15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) *no later than fifteen (15) minutes after scheduled departure time*, and shall repeat an advisory process every thirty (30) minutes, or as required.
- 15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.
- 15.3.3 *When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.*

## 16.0 - Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

### 16.1 Standards of Ramp Cleanliness

- 16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}
- 16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}
- 16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}
- 16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}
- 16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}
- 16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}
- 16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}
- 16.1.9 All drains shall be clear and free of debris. {R}
- 16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}

## 16.0 – Ramp and Airside Areas

16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

### 16.2 *Standards of Equipment Cleanliness*

16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}

16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}

16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}

16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}

16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

### 16.3 *Standards of Ramp Condition*

16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}

16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}

16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}

16.3.4 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}

16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}

## 16.0 – Ramp and Airside Areas

- 16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}
- 16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

### 16.4 Standards of Equipment Condition

- 16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}
- 16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}
- 16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

### 16.5 Standards of Equipment Functionality

- 16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}
- 16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}
- 16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}
- 16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}
- 16.5.5 Ramp equipment parked and cargo including containers shall be staged in an orderly fashion. {R}
- 16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}
- 16.5.7 Aircraft loading bridges shall be in good working order. {R}
- 16.5.8 Interline baggage transfer equipment shall be in good working order. {R}

## 16.0 – Ramp and Airside Areas

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

### 16.6 Signs, Directions, and Information

16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

## 17.0 – Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

### The Following Defines "Stranded Passengers"

Passengers are considered stranded on board an aircraft, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and thirty (30) minutes on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded inside a terminal, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded inside a terminal when they are unable to arrange landside transportation for any number of reasons.

### The Following Defines "Areas of Responsibility"

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public.

#### *17.1 Assistance to passengers stranded on board an aircraft*

17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for sixty (60) minutes or longer. {H}

## 17.0 – Assistance to Stranded Passengers

- 17.1.2 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly disabled, passengers with medical conditions, unaccompanied children, passengers with very young children and passengers speaking foreign languages. {H}
- 17.1.3 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

### 17.2 *Assistance to passengers stranded inside the terminal*

- 17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}
- 17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}
- 17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}
- 17.2.4 Airlines are encouraged to provide passengers with any additional services as described by ATA Carriers in their respective "Customer Service Commitments" and by the DOT "Fly-Rights" publication. {R}

### 17.3 *Arriving flight information provided to the general public*

- 17.3.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival; estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

## 18.0 – AirTrain

### 18.1 Standards of Cleanliness

#### Stations: Interior

- 18.1.1 Seating shall be clean and free of stains. {R}
- 18.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 18.1.3 All floor mats shall be clean and properly aligned. {R}
- 18.1.4 All planters shall be clean and free of dust and debris. {R}
- 18.1.5 Windowsills shall be free of dust and debris. {R}
- 18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}
- 18.1.7 Trash receptacles shall be clean and not overflowing. {R}
- 18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}
- 18.1.9 Floors shall be dry, free of spills or water. {H}
- 18.1.10 Ceilings shall be dust free and unsoiled. {R}
- 18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}
- 18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}
- 18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R}
- 18.1.16 Escalators shall be clean and free of debris and graffiti. {R}
- 18.1.17 All Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

## 18.0 – AirTrain

### *Stations: Exterior*

- 18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}
- 18.1.19 Windows shall be free of streaks and smudges. {R}
- 18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 18.1.21 Awnings, where present, shall be clean at all times. {R}
- 18.1.22 Walls shall be clean and free of graffiti. {R}
- 18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}

### *Trains:*

- 18.1.24 Exteriors shall be clean and have a freshly washed appearance. {R}
- 18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}
- 18.1.26 Seating shall be clean and free of stains. {R}
- 18.1.27 Walls shall be clean and free of graffiti and scratches. {R}
- 18.1.28 Ceilings shall be dust free and unsoiled. {R}
- 18.1.29 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}
- 18.1.30 Floors shall be dry, free of spills and water. {H}
- 18.1.31 Windows shall be free of streaks and smudges. {R}
- 18.1.32 Doors shall be clean. {R}
- 18.1.33 Light fixtures and assemblies shall be clean and free of dust. {R}

## 18.0 – AirTrain

### 18.2 Standards of Condition

#### Stations: Interior

- 18.2.1 Seating shall be free of rips, tears and missing or broken parts. {R}
- 18.2.2 Carpet shall not be worn or frayed, and tile and floors shall be free of large gouges, cracks and missing pieces. {H}
- 18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}
- 18.2.4 Planters shall be in good condition, free of any visible damage. {R}
- 18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}
- 18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}
- 18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}
- 18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}
- 18.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}
- 18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}
- 18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}
- 18.2.13 Heating and air conditioning units shall be in good working condition. {H}
- 18.2.14 Escalators and elevators shall be in working condition. In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

## 18.0 – AirTrain

- 18.2.15 Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be in good condition, with no visible damage. {R}
- 18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.2.17 Employees' personal belongings shall not be visible. {R}
- 18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

### *Stations: Exterior*

- 18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}
- 18.2.20 Entrance and exit doors shall be in good working order. {R}
- 18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}
- 18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}
- 18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}
- 18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}
- 18.2.27 Snow and ice is removed from walkways, roadways and guide ways to prevent any safety hazard. {H}
- 18.2.28 Roadways are well maintained and free of potholes. {R}
- 18.2.29 Baggage carts shall be readily available. {R}

## 18.0 – AirTrain

### *Trains*

- 18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}
- 18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}
- 18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}
- 18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}
- 18.2.34 Seating shall be free of tears, rips or graffiti. {R}
- 18.2.35 Doors shall be in good working order. {H}

### 18.3 *Standards of Functionality*

#### *Stations: Interior*

- 18.3.1 Flight Information Display System and Passenger Information Display System, shall be clear, visible and accurate. {R}
- 18.3.2 Elevator button lights and switches shall be operational. {R}
- 18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}
- 18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

#### *Stations: Exterior*

- 18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.3.6 Public address systems shall be clear and audible. {R}
- 18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

## 18.0 – AirTrain

### *Trains:*

18.3.8 Waiting times at EWR shall not exceed:

- Three (3) minutes, between the hours of 1100 and 2000
- Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
- Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK shall not exceed:

- Nine (9) minutes, between the hours of 0600 and 1430
- Nine (9) minutes, between 1430 and 0000
- Thirteen (13) minutes, between 0000 and 0600

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

### *18.4 Signs, Directions, and Information*

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Directional signing shall be visible and correct at every decision point. {R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System monitors shall be clear, visible and accurate. {R}

## 18.0 - AirTrain

- 18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 18.4.7 Telephones and/or call boxes shall be easily identified. {R}
- 18.4.8 *Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}*

## 19.0 – Assistance to Passengers with Reduced Mobility

### Definition of “Passengers with Reduced Mobility”

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the American with Disabilities Act – An individual is “disabled” if he or she meets at least any one of the following tests:
  - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
  - He or she has a record of such an impairment
  - He or she is regarded as having such an impairment
2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers’ requiring/requesting the aid of a mobility assistance representative.

### Relevant Standards and Regulations

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

### Areas of Responsibility

- A. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.

## 19.0 – Assistance to Passengers with Reduced Mobility

- B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.
- C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.
- D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

### 19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator

- 19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}
- 19.2.2 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}
- 19.2.3 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}
- 19.2.4 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}
- 19.2.5 Unaccompanied minors shall not be left unattended. {H}
- 19.2.6 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}
- 19.2.7 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}
- 19.2.8 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

## **19.0 – Assistance to Passengers with Reduced Mobility**

### **19.3 On-Airport Assistance to Passengers with Reduced Mobility**

- 19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. (R)
- 19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. (R)
- 19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. (R)
- 19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. (H)
- 19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. (H)

### **19.4 Provision of Wheelchairs to Passengers with Reduced Mobility**

- 19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. (R)
- 19.4.2 Airlines shall each provide boarding wheelchairs and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge. (R)
- 19.4.3 All wheelchairs may be subject to an inspection of:
  - A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
  - B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;

## 19.0 – Assistance to Passengers with Reduced Mobility

- C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; *cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;*
- D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
- E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
- F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; *check tire for excessive wear or cracks; and,*
- G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.4.4 All wheelchairs shall be well maintained and in good condition. {R}

19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}

19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}

19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}

19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}

19.4.9. All electric carts shall operate in a safe manner that at no point compromises the *safety of pedestrians in the terminal.* {H}

## **19.0 – Assistance to Passengers with Reduced Mobility**

### **19.5 Signs, Directions and Information**

- 19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. (R)

## 20.0 -- Public Circulation and Queue Management

### The Following Defines "Circulation Areas"

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

### The Following Defines "Queuing Area"

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

### Areas of Responsibility

- A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.
- B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.
- C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.
- D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.
- E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.

## 20.0 – Public Circulation and Queue Management

F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

### 20.1 Standards for Managing Passenger Circulation

- 20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}
- 20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}
- 20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}
- 20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator debarking areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}
- 20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}
- 20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}
- 20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}
- 20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}
- 20.1.9 Objects shall not interfere with the public's visual field so as to effect public orientation and understanding of designated flow paths. {R}

### 20.2 Standards for Managing Passenger Queuing Areas

- 20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}

## 20.0 – Public Circulation and Queue Management

- 20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}
- 20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}
- 20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}
- 20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}
- 20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}
- 20.3 *Stanchion Appearance and Locations*
- 20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}
- 20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}
- 20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}
- 20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}
- 20.3.5 Stanchion belts or ropes should never be tied together. {R}
- 20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}
- 20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

## 20.0 – Public Circulation and Queue Management

20.3.8 Stanchions, ropes, “tensa barriers” shall be clean and free of dust, tape and smudges. {R}

## 21.0 – Orderly Evacuation and Resumption of Services

### Definition of “Emergency Situation”

- A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.
- B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

### 21.1 *Airline Assistance*

- 21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.1.2 All airline employees shall be familiar with airport emergency procedures.
- 21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.
- 21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.
- 21.1.6 Airlines shall at all times have an on-duty employee designated as an “Emergency Representative” who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.
- 21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

## 21.0 – Orderly Evacuation and Resumption of Services

- 21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.
- 21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.
- 21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).
- 21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

### 21.2 *Airport Tenant Responsibilities*

- 21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.
- 21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.
- 21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative", who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

## 21.0 – Orderly Evacuation and Resumption of Services

### 21.3 *TSA Responsibilities*

- 21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.
- 21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.
- 21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)
- 21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

### 21.4 *Terminal Operator Responsibility*

- 21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.
- 21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.
- 21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.
- 21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

## 21.0 – Orderly Evacuation and Resumption of Services

- 21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the “Emergency Representative” who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.
- 21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.
- 21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.
- 21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.
- 21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.
- 21.4.11 Terminal operator’s safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

### 21.5 *Communication and Public Announcements*

- 21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

## **21.0 – Orderly Evacuation and Resumption of Services**

### **21.6 *Directions and Assembly Locations***

- 21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assemble in case of an emergency.
- 21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.
- 21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.
- 21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.
- 21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.
- 21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.
- 21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

### **21.7 *Departure Service Resumption Process***

- 21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened in an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

## 21.0 – Orderly Evacuation and Resumption of Services

### 21.8 *Departure Service Resumption Process*

- 21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

### 21.9 *Passengers Needing Assistance*

- Persons with Reduced Mobility are defined in Standard 19.0

- 21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.

- 21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

### 21.10 *First Aid Assistance*

- 21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.
- 21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.