

ATTACHMENT B
PART III (C) - CALCULATION OF RATE FOR ANNUAL SALARIED POSITION
FORMS

INSTRUCTIONS FOR CALCULATION OF RATE FOR ANNUAL SALARIED POSITIONS
FORMS

PROPOSERS ARE NOT PERMITTED TO MODIFY THESE FORMS IN ANY WAY. THEY
MUST BE SUBMITTED IN THE FORM AND FORMAT PROVIDED BY THE PORT
AUTHORITY. PROPOSERS ARE PERMITTED TO SUBMIT ADDITIONAL
INFORMATION WHERE REQUESTED.

Attached are the "Calculation of Rate for Annual Salaried Positions" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each salaried employee category at each facility for each of the 3 years.

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF RATE FOR ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – General Manager - JFK – Year 1

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (AA1)

Name of Proposed JFK General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF RATE FOR ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – General Manager - JFK – Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (AA2)

Name of Proposed JFK General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF RATE FOR ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position -- General Manager - JFK -- Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)	\$ _____	Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
 N.Y.S.U.I \$ _____
 F.U.I. \$ _____
 Workers' Compensation \$ _____
 General Liability Insurance \$ _____
 Disability Insurance \$ _____
 Other Taxes and Insurance _____
 Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
 General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (AA3)

Name of Proposed JFK General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – General Manager –LGA – Year 1

Item #1 Minimum Direct Salary	\$ _____	
Item #2 Health Benefits	\$ _____	
Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance	\$ _____	
Specify _____	\$ _____	
Total (Item #4)	\$ _____	
Item # 5: Additional Components (if Applicable)		
Specify _____	\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 5) = Annual Salary Rate	\$ _____	(BB1)

Name of Proposed LGA General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – General Manager –LGA – Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	\$ _____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(BB2)**
Salary Rate

Name of Proposed LGA General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – General Manager –LGA – Year 3

Item #1 Minimum Direct Salary \$ _____

Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits
(Items not required by law)

**Number of
Days**

Holiday Allowance \$ _____

Vacation Allowance \$ _____

Sick Time Allowance \$ _____

Pension \$ _____

Other Supplemental Benefits \$ _____

Specify _____ \$ _____

Total (Item #3) \$ _____

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____

N.Y.S.U.I \$ _____

F.U.I. \$ _____

Workers' Compensation \$ _____

General Liability Insurance \$ _____

Disability Insurance \$ _____

Other Taxes and Insurance \$ _____

Specify _____ \$ _____

Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____

General Administrative Costs, Overhead
and Profit \$ _____

Total (Item #5) \$ _____

**Total (Items #1, 2, 3, 4 5) = Annual
Salary Rate** \$ _____ (BB3)

Name of Proposed LGA General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – General Manager –EWR/SWF – Year 1

Item #1 Minimum Direct Salary \$ _____

Item #2 Health Benefits \$ _____

**Item #3 Supplemental Benefits
(Items not required by law)**

**Number of
Days**

Holiday Allowance \$ _____

Vacation Allowance \$ _____

Sick Time Allowance \$ _____

Pension \$ _____

Other Supplemental Benefits \$ _____

Specify _____ \$ _____

Total (Item #3) \$ _____

Item # 4 Taxes and Insurance

(Items required by law)

F.I.C.A. \$ _____

N.Y.S.U.I \$ _____

F.U.I. \$ _____

Workers' Compensation \$ _____

General Liability Insurance \$ _____

Disability Insurance \$ _____

Other Taxes and Insurance \$ _____

Specify _____ \$ _____

Total (Item #4) \$ _____

Item # 5: Additional Components

(if Applicable)

Specify _____ \$ _____

General Administrative Costs, Overhead

and Profit \$ _____

Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (CC1)

Name of Proposed EWR/SWF General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – General Manager –EWR/SWF – Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits
(Items not required by law)

**Number of
Days**

Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	\$ _____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(CC2)**
Salary Rate

Name of Proposed EWR/SWF General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – General Manager –EWR/SWF – Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)	\$ _____	Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance \$ _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (CC3)

Name of Proposed EWR/SWF General Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Operations Manager - JFK – Year 1

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	\$ _____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(DD1)**
Salary Rate

Name of Proposed JFK Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – Operations Manager - JFK – Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance \$ _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead
and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (DD2)

Name of Proposed JFK Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Operations Manager - JFK – Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance \$ _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (DD3)

Name of Proposed JFK Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Operations Manager - LGA – Year 1

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	\$ _____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (EE1)

Name of Proposed LGA Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Operations Manager - LGA – Year 2

Item #1 Minimum Direct Salary	\$ _____	
Item #2 Health Benefits	\$ _____	
Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance	\$ _____	
Specify _____	\$ _____	
Total (Item #4)	\$ _____	
Item # 5: Additional Components (if Applicable)		
Specify _____	\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 5) = Annual Salary Rate	\$ _____	(EE2)

Name of Proposed LGA Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Operations Manager - LGA – Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	\$ _____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ **(EE3)**

Name of Proposed LGA Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Operations Manager - EWR/SWF – Year 1

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(FF1)**
Salary Rate

Name of Proposed EWR/SWF Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Operations Manager - EWR/SWF – Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	_____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (FF2)

Name of Proposed EWR/SWF Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – Operations Manager - EWR/SWF – Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)	\$ _____	Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
 N.Y.S.U.I \$ _____
 F.U.I. \$ _____
 Workers' Compensation \$ _____
 General Liability Insurance \$ _____
 Disability Insurance \$ _____
 Other Taxes and Insurance \$ _____
 Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
 General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (FF3)

Name of Proposed EWR/SWF Operations Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Contract Manager - Year 1

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead
and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(GG1)**
Salary Rate

Name of Proposed Regional Contract Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Contract Manager - Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)	\$ _____	Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
 N.Y.S.U.I \$ _____
 F.U.I. \$ _____
 Workers' Compensation \$ _____
 General Liability Insurance \$ _____
 Disability Insurance \$ _____
 Other Taxes and Insurance \$ _____
 Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
 General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (GG2)

Name of Proposed Regional Contract Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Contract Manager - Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits
(Items not required by law)

**Number of
Days**

Holiday Allowance \$ _____
Vacation Allowance \$ _____
Sick Time Allowance \$ _____
Pension \$ _____
Other Supplemental Benefits \$ _____
Specify _____ \$ _____
Total (Item #3) \$ _____

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance \$ _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead
and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ (GG3)
Salary Rate

Name of Proposed Regional Contract Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Human Resources Coordinator - Year 1

Item #1 Minimum Direct Salary	\$ _____	
Item #2 Health Benefits	\$ _____	
Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance	\$ _____	
Specify _____	\$ _____	
Total (Item #4)	\$ _____	
Item # 5: Additional Components (if Applicable)		
Specify _____	\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 5) = Annual Salary Rate	\$ _____	(HH1)

Name of Proposed Regional Human Resources Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – Regional Human Resources Coordinator - Year 2

Item #1 Minimum Direct Salary \$ _____
 Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)	\$ _____	Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
 N.Y.S.U.I \$ _____
 F.U.I. \$ _____
 Workers' Compensation \$ _____
 General Liability Insurance \$ _____
 Disability Insurance \$ _____
 Other Taxes and Insurance _____
 Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
 General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (HH2)

Name of Proposed Regional Human Resources Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – Regional Human Resources Coordinator - Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead
and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(HH3)**
Salary Rate

Name of Proposed Regional Human Resources Manager _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Customer Service/Training Coordinator - Year 1

Item #1 Minimum Direct Salary	\$ _____	
Item #2 Health Benefits	\$ _____	
Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance		
Specify _____	\$ _____	
Total (Item #4)	\$ _____	
Item # 5: Additional Components (if Applicable)		
Specify _____	\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 5) = Annual Salary Rate	\$ _____	(III)

Name of Proposed Regional Customer Service/Training Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Customer Service/Training Coordinator - Year 2

Item #1 Minimum Direct Salary \$ _____

Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits
(Items not required by law)

**Number of
Days**

Holiday Allowance \$ _____

Vacation Allowance \$ _____

Sick Time Allowance \$ _____

Pension \$ _____

Other Supplemental Benefits \$ _____

Specify _____ \$ _____

Total (Item #3) \$ _____

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____

N.Y.S.U.I \$ _____

F.U.I. \$ _____

Workers' Compensation \$ _____

General Liability Insurance \$ _____

Disability Insurance \$ _____

Other Taxes and Insurance \$ _____

Specify _____ \$ _____

Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____

General Administrative Costs, Overhead
and Profit \$ _____

Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(II2)**
Salary Rate

Name of Proposed Regional Customer Service/Training Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
 (One should be completed for Each Salaried Position)

Position – Regional Customer Service/Training Coordinator - Year 3

Item #1 Minimum Direct Salary	\$ _____	
Item #2 Health Benefits	\$ _____	
Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance	\$ _____	
Specify _____	\$ _____	
Total (Item #4)	\$ _____	
Item # 5: Additional Components (if Applicable)		
Specify _____	\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 5) = Annual Salary Rate	\$ _____ (II3)	

Name of Proposed Regional Customer Service/Training Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Finance and Reporting Coordinator - Year 1

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(JJ1)**
Salary Rate

Name of Proposed Regional Finance and Reporting Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Finance and Reporting Coordinator - Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits
(Items not required by law)

**Number of
Days**

Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	\$ _____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(JJ2)**
Salary Rate

Name of Proposed Regional Finance and Reporting Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Finance and Reporting Coordinator - Year 3

Item #1 Minimum Direct Salary \$ _____
 Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)	\$ _____	Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
 (Items required by law)

F.I.C.A. \$ _____
 N.Y.S.U.I \$ _____
 F.U.I. \$ _____
 Workers' Compensation \$ _____
 General Liability Insurance \$ _____
 Disability Insurance \$ _____
 Other Taxes and Insurance \$ _____
 Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
 (if Applicable)

Specify _____ \$ _____
 General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (JJ3)

Name of Proposed Regional Finance and Reporting Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Sales and Marketing Coordinator - Year 1

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A.	\$ _____
N.Y.S.U.I	\$ _____
F.U.I.	\$ _____
Workers' Compensation	\$ _____
General Liability Insurance	\$ _____
Disability Insurance	\$ _____
Other Taxes and Insurance	_____
Specify _____	\$ _____
Total (Item #4)	\$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____	\$ _____
General Administrative Costs, Overhead and Profit	\$ _____
Total (Item #5)	\$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (KK1)

Name of Proposed Regional Sales and Marketing Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Regional Sales and Marketing Coordinator - Year 2

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
N.Y.S.U.I \$ _____
F.U.I. \$ _____
Workers' Compensation \$ _____
General Liability Insurance \$ _____
Disability Insurance \$ _____
Other Taxes and Insurance _____
Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
General Administrative Costs, Overhead
and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual \$ _____ **(KK2)**
Salary Rate

Name of Proposed Regional Sales and Marketing Coordinator _____

PROPOSER'S NAME: _____ PROPOSAL NUMBER _____

Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport

**CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)**

Position – Regional Sales and Marketing Coordinator - Year 3

Item #1 Minimum Direct Salary \$ _____
Item #2 Health Benefits \$ _____

Item #3 Supplemental Benefits (Items not required by law)		Number of Days
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	
Other Supplemental Benefits	\$ _____	
Specify _____	\$ _____	
Total (Item #3)	\$ _____	

Item # 4 Taxes and Insurance
(Items required by law)

F.I.C.A. \$ _____
 N.Y.S.U.I \$ _____
 F.U.I. \$ _____
 Workers' Compensation \$ _____
 General Liability Insurance \$ _____
 Disability Insurance \$ _____
 Other Taxes and Insurance \$ _____
 Specify _____ \$ _____
Total (Item #4) \$ _____

Item # 5: Additional Components
(if Applicable)

Specify _____ \$ _____
 General Administrative Costs, Overhead and Profit \$ _____
Total (Item #5) \$ _____

Total (Items #1, 2, 3, 4 5) = Annual Salary Rate \$ _____ (KK3)

Name of Proposed Regional Sales and Marketing Coordinator _____

ATTACHMENT B
PART III (D) - MONTHLY MANAGEMENT FEE CALCULATION BREAKDOWN
FORMS

The Monthly Management Fee Calculation Breakdown Forms shall include the estimated and known costs and components that comprise the Proposer's Monthly Management Fee. The categories included on the sheets are only suggestions and the Proposer should supplement where appropriate. The Port Authority will not provide additional compensation beyond what is submitted on the Cost Proposal Pricing Sheet(s) for items not included in the Management Fee Calculation Sheet. The Contractor is solely responsible for unforeseen and unexpected costs or increases in prices.

Airport Parking Lot Management and Operation Services at JFK, LGA, EWR & SWF
Monthly Management Fee Calculation Breakdown Form – Year 1

	*Proposed Minimum Salary	Annual Salary Rate
LIST SALARIED POSITIONS:		
General Manager (JFK)	*\$ _____	\$ _____ (AA1)
General Manager (LGA)	*\$ _____	\$ _____ (BB1)
General Manager (EWR/SWF)	*\$ _____	\$ _____ (CC1)
Operations Manager (JFK)	*\$ _____	\$ _____ (DD1)
Operations Manager (LGA)	*\$ _____	\$ _____ (EE1)
Operations Manager (EWR/SWF)	*\$ _____	\$ _____ (FF1)
Regional Contract Manager	*\$ _____	\$ _____ (GG1)
Regional Human Resources Coordinator	*\$ _____	\$ _____ (HH1)
Regional Customer Service/Training Coordinator	*\$ _____	\$ _____ (II1)
Regional Finance and Reporting Coordinator	*\$ _____	\$ _____ (JJ1)
Regional Sales and Marketing Coordinator	*\$ _____	\$ _____ (KK1)
Other Positions (Note what they are) _____		\$ _____
Insurance Cost (Excluding Health)		\$ _____
Office Furniture		\$ _____
Telephone		\$ _____
Office Machines		\$ _____
Office Supplies		\$ _____
Other (Specify) _____		\$ _____
Total ANNUAL Management Fee		\$ _____
Total Monthly Management Fee		\$ _____

____ (Y1)
(Total ANNUAL Management Fee / 12 months – This amount should be transposed on to the Cost Proposal Forms)

* The Proposed Minimum Salary and Annual Salary Rate shall be determined by the Proposer.
 NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority.

**Airport Parking Lot Management and Operation Services at JFK, LGA, EWR & SWF
Monthly Management Fee Calculation Breakdown Form – Year 2**

	*Proposed Minimum Salary	Annual Salary Rate
LIST SALARIED POSITIONS:		
General Manager (JFK)	*\$ _____	\$ _____ (AA2)
General Manager (LGA)	*\$ _____	\$ _____ (BB2)
General Manager (EWR/SWF)	*\$ _____	\$ _____ (CC2)
Operations Manager (JFK)	*\$ _____	\$ _____ (DD2)
Operations Manager (LGA)	*\$ _____	\$ _____ (EE2)
Operations Manager (EWR/SWF)	*\$ _____	\$ _____ (FF2)
Regional Contract Manager	*\$ _____	\$ _____ (GG2)
Regional Human Resources Coordinator	*\$ _____	\$ _____ (HH2)
Regional Customer Service/Training Coordinator	*\$ _____	\$ _____ (II2)
Regional Finance and Reporting Coordinator	*\$ _____	\$ _____ (JJ2)
Regional Sales and Marketing Coordinator	*\$ _____	\$ _____ (KK2)
Other Positions (Note what they are) _____		\$ _____
Insurance Cost (Excluding Health)		\$ _____
Office Furniture		\$ _____
Telephone		\$ _____
Office Machines		\$ _____
Office Supplies		\$ _____
Other (Specify) _____		\$ _____
Total ANNUAL Management Fee		\$ _____
Total Monthly Management Fee		\$ _____

____ (Y1)

(Total ANNUAL Management Fee / 12 months – This amount should be transposed on to the Cost Proposal Forms)

* The Proposed Minimum Salary and Annual Salary Rate shall be determined by the Proposer.
NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority.

**Airport Parking Lot Management and Operation Services at JFK, LGA, EWR & SWF
Monthly Management Fee Calculation Breakdown Form – Year 3**

	*Proposed Minimum Salary	Annual Salary Rate
LIST SALARIED POSITIONS:		
General Manager (JFK)	*\$ _____	\$ _____ (AA3)
General Manager (LGA)	*\$ _____	\$ _____ (BB3)
General Manager (EWR/SWF)	*\$ _____	\$ _____ (CC3)
Operations Manager (JFK)	*\$ _____	\$ _____ (DD3)
Operations Manager (LGA)	*\$ _____	\$ _____ (EE3)
Operations Manager (EWR/SWF)	*\$ _____	\$ _____ (FF3)
Regional Contract Manager	*\$ _____	\$ _____ (GG3)
Regional Human Resources Coordinator	*\$ _____	\$ _____ (HH3)
Regional Customer Service/Training Coordinator	*\$ _____	\$ _____ (II3)
Regional Finance and Reporting Coordinator	*\$ _____	\$ _____ (JJ3)
Regional Sales and Marketing Coordinator	*\$ _____	\$ _____ (KK3)
Other Positions (Note what they are) _____		\$ _____
Insurance Cost (Excluding Health)		\$ _____
Office Furniture		\$ _____
Telephone		\$ _____
Office Machines		\$ _____
Office Supplies		\$ _____
Other (Specify) _____		\$ _____
Total ANNUAL Management Fee		\$ _____
Total Monthly Management Fee		\$ _____

_____(Y1)
(Total ANNUAL Management Fee / 12 months – This amount should be transposed on to the Cost Proposal Forms)

* The Proposed Minimum Salary and Annual Salary Rate shall be determined by the Proposer.
 NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority.

ATTACHMENT B
PART IV STANDARD CONTRACT TERMS AND CONDITIONS

PART IV - STANDARD CONTRACT TERMS AND CONDITIONS

PART A GENERAL DEFINITIONS 3

PART B GENERAL PROVISIONS 4

1.	Facility Rules and Regulations of The Port Authority	4
2.	Contractor Not An Agent.....	4
3.	Contractor's Warranties	5
4.	Personal Non-Liability.....	6
5.	Equal Employment Opportunity, Affirmative Action, Non-Discrimination.....	6
6.	Rights and Remedies of the Port Authority	6
7.	Rights and Remedies of the Contractor	6
8.	Submission To Jurisdiction.....	6
9.	Harmony	7
10.	Claims of Third Persons	7
11.	No Third Party Rights.....	8
12.	Provisions of Law Deemed Inserted.....	8
13.	Costs Assumed By The Contractor.....	8
14.	Default, Revocation or Suspension of Contract	8
15.	Sales or Compensating Use Taxes.....	11
16.	No Estoppel or Waiver	11
17.	Records and Reports	11
18.	General Obligations	12
19.	Assignments and Subcontracting.....	14
20.	Indemnification and Risks Assumed By The Contractor	14
21.	Approval of Methods	15
22.	Safety and Cleanliness	15
23.	Accident Reports	15
24.	Trash Removal.....	16
25.	Lost and Found Property	16
26.	Property of the Contractor	16
27.	Modification of Contract	16
28.	Invalid Clauses.....	16
29.	Approval of Materials, Supplies and Equipment.....	16
30.	Intellectual Property.....	17
31.	Contract Records and Documents – Passwords and Codes.....	17
32.	Designated Secure Areas	18
33.	Notification of Security Requirements	18
34.	Construction In Progress.....	20
35.	Permit-Required Confined Space Work.....	20
36.	Signs	20
37.	Vending Machines, Food Preparation	21
38.	Confidential Information/Non-Publication.....	21
39.	Time is of the Essence	22
40.	Holidays	22
41.	Personnel Standards.....	22
42.	General Uniform Requirements for Contractor’s Personnel	22
43.	Labor, Equipment and Materials Supplied by the Contractor	23
44.	Contractor’s Vehicles – Parking - Licenses.....	23

45.	Manager's Authority.....	23
46.	Price Preference.....	23
47.	M/WBE Good Faith Participation.....	24

PART C CONTRACTOR'S INTEGRITY PROVISIONS..... 25

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.....	25
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	25
3.	Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts.....	27
4.	No Gifts, Gratuities, Offers of Employment, Etc.	27
5.	Conflict of Interest.....	28
6.	Definitions	29

STANDARD CONTRACT TERMS AND CONDITIONS

PART A GENERAL DEFINITIONS

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

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the Facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

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

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

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

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

PART B GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the Facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the Facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically

acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

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

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

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

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

4. Personal Non-Liability

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

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

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

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

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

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

9. Harmony

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

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

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

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

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

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

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

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

c. If any of the following shall occur:

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

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

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

- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

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

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

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

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

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

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements is not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 - 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 - 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 - 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 - 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 - 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe

manner.

- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

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

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

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

- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious

damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

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

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

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

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor’s or Port Authority’s use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by

the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense

as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Site of Work or Facility (including rental spaces) without a Facility-specific photo identification credential approved by the Authority. If the authority requires Facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such Facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific Facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual Facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving the Site of Work.

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October 2008, corrected as of February 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

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

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

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the Facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Confidential Information/Non-Publication

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

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

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

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be

provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

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

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

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

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE), certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. M/WBE Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at <http://www.panynj.gov/business-opportunities/supplier-diversity.html> or by contacting the Port Authority's Office of Business Diversity and Civil Rights at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a

subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART C CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation,

- communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
 - c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
 - d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
 - e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
 - f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
 - g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement that sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the

Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, The Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

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

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

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

4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or

sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, 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 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 to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the 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.

6. Definitions

As used in this section, the following terms shall mean:

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

ATTACHMENT B PART V - WEB DESIGN REQUIREMENTS

APPLICATION CONTROLS CHECKLIST

General

- Overview of the application, what the function is, who uses the application, and where it is physically located.
- Documented procedures, flowcharts and processes maps.
- Physical access to the application hardware should be appropriately restricted.
- If vendor(s) support the application, a vendor contract and service level agreement should be in place. The SLA should have provisions for uptime, performance monitoring, updates, etc.
- The application should have the PA's warning banner on the login screen.
- Remote access should be restricted and documented in accordance with PA policy.
- Determine what form of output is possible through the application.

Hardening of operating system/database that supports the application:

- Disable unnecessary ports/services.
- Remove all samples from the box.
- Change all default passwords; delete all default content and scripts.
- Limit user account access.
- Document system accounts like administrator, root, oracle, and sys.
- Document user/group access rights
 - Users/groups should be setup with least access required to perform job responsibilities.
- Follow PA password standards (90-day expiration, lockout after 3 incorrect password attempts, concurrent logins, 6 alphanumeric characters)
- Set "automatic session timeout" to 15 minutes of inactivity and require user to log back in with a valid ID and password.
- Implement access control at the database level (i.e. user roles and permissions, passwords, secure links)
- Apply all new patches and fixes to operating system and application software for security.
- Use secure encrypted remote access methods.
- If the application is a web application, log (and monitor) web traffic and trend the activity looking for abnormal activity.
- Ensure that appropriate security and vulnerability assessment tools are running.

License Management

- Ensure that application licensing requirements are documented, reviewed and maintained.
- Application licenses should be current/valid and individuals/groups with application access should have completed the necessary access request forms and adhere to licensing requirements.

Logical Access Controls

- Procedures to grant/revoke access should be documented.
 - Access request forms for adding/modifying/deleting users should be used.

- Ensure that security administrator procedures exist to:
 - create/remove application access in a timely manner
 - review user roles/permissions
- Validate that all users have accessed the application within the past 90 days.
 - Review dormant accounts
- Ensure that password controls for the application are consistent with PA requirements
 - Passwords must be at least 6 alphanumeric characters long
 - Passwords must be changed every 90 days
 - Passwords must not be shared
 - UserID accounts should be locked after a three logon failures.
- Password file should be securely stored with limited access and encrypted.
- Application forces initial passwords to be changed and the initial passwords should not be easily guessable.
- Each user has a unique userID.
- Should have a segregation of duties/roles.
 - Roles are setup with least access required to perform job responsibilities.

Application Controls

Data Validation & Input Controls

- The application should have input controls to verify the validity of the data entered.

Data Retention and Management

- All data should be classified according to its sensitivity (confidential, etc) and protected accordingly.
- Data archive strategy should be documented and in place.
 - Should specify how long active data is kept.
- Sensitive data like credit card #s and social security #s should be encrypted.

Application Interfaces

- Interface file should be secured and archived.
- Reconciliation of data should be done on a batch record and totals. Detail data reconciliations should be completed on periodic basis.

Processing Controls

- Application databases/interfaces should have the necessary controls to prevent processing of inaccurate, duplicate, or unauthorized transactions and producing inaccurate outputs.
- Controls to ensure that all data is processed and accounted for should be in place.
- Rejected items should be logged, tracked and resolved in a timely manner.

Change Management

- Processes and tools should be used to report, track, approve, fix, and monitor changes on the application.
- The application and all changes to the application should be tested before being put into production.
 - Documentation of approval for change and evidence of testing should be in place.

Application Logging, Audit Trails and Record Retention

- Users and roles should be tracked and reviewed
 - Maintain documentation
- All failed logon attempts should be logged.
- All sensitive transactions and changes should be logged and an audit trail created.
- Audit trails should contain who made the change, when it was made, and what was changed.
- Only the security administrator should have access to change or delete these logs or audit trails.
- Audit trails should be reviewed by the business owner(s) and security administrator.

Management Reporting

- Management reporting should be produced through the application.
- Transaction logs should be maintained.

Contingency Planning, Disaster Recovery and Backup Management

- A Business contingency plan and a disaster recovery plan for the application should be documented.
- Plans should be tested and the outcomes of the tests (success/failure) should be documented.
- Backup copies of these plans should be stored off-site.
- Backup procedures should be documented and regular backups of the application and the application data should be stored off-site.
- Application executables should be stored off-site or in escrow.
- Application configurations should be documented and backed-up.

Performance Monitoring

- Incident monitoring procedures should be documented and incidents logs should be reviewed to ensure that appropriate action is taken.
- Performance statistics should be examined and reviewed periodically by system administrators/business owner(s).
 - There should be SLA and /or requirement with the vendor for “uptime”.

ATTACHMENT B
PART V - WEB DESIGN REQUIREMENTS

CREDIT CARD PROCESSING CHECKLIST

1. PCI Standards should be enabled and be PCI compliant. Ensure all vendors and consultants are required to be PCI compliant. Attachment - PCI DSS v1-2
2. A segregated network and/or an approved Point of Sale terminal should be in place for the system or terminal used to process credit card transactions.
3. The credit card processor standard and requirements should be enable. i.e. Maintain transaction data for two years.
4. Maintain the security of the customer information, including not storing credit numbers, the cardholder CVC/CVV numbers or any of the data from the magnetic strip on the credit card.
5. Maintain the transaction data for contesting chargebacks, ensure that the processor fees are appropriate and do reconciliations of the transactions processed and the money deposited in the Port Authority bank accounts.
6. Make Treasury (Cash Mgmt) and Comptroller's (Revenue Accounting) aware credit card processing. Have Comptroller's fill out the Merchant form to get a Merchant ID for MasterCard/Visa, Discover and American Express.
7. Have Procurement enter into an agreement for credit card processing.
8. Create a privacy policy and procedure for staff and consultants.
9. Perform quarterly vulnerability scans of the network that contains the credit card processing, annual PCI reviews according to the PCI DSS, and annual system penetration testing.

ATTACHMENT B
PART V - WEB DESIGN REQUIREMENTS

SECURITY ADMINISTRATION FUNCTION

Responsible for:

- ◆ Establishment of access rights, groups, profiles etc. for a system or application for which they are responsible and documenting their use and definitions.
- ◆ The development of security procedures which define the granting of access and the administration of security functions of their system or application. The ongoing review and update of these security procedures.
- ◆ Responsible for the development of add/change/delete access requests forms.
- ◆ The development of procedures for changing or deleting accounts or privileges when staff leave or change assignments. Execution of these procedures in a timely manner.
- ◆ Regular review of who has access to their data and determining if it is appropriate and still required.
- ◆ Ensuring that users are required to acknowledge, in writing, that they have been informed of the organization's position on security and confidentiality of information prior to access being given.
- ◆ Assigning appropriate expiration dates for accounts used by temporary/consulting staff.
- ◆ The development of procedures for responding to, documenting and escalating security incidents.
- ◆ The investigation and appropriate escalation of a security incident matter.
- ◆ Setting any global system or application controls (i.e. password controls, time out, concurrent logins) consistent with the Standards and Guidelines for Port Authority Technology.
- ◆ Restricting remote access and monitoring and reviewing the activity log. (Limit or no use of modems. Modems should be configured according to the Standards and Guidelines a certified by the Information Systems Security Officer.)
- ◆ Development and review of reports such as Kane Security Analyst, ISS or ESM to monitor areas of security exposure.
- ◆ Daily event log reviews for irregular activities and security violations.
- ◆ Keeps management and the business unit informed on security issues.

- ◆ Development of regular processing schedules for the production of security reports i.e. unsuccessful logon attempts, audit trail reports.
- ◆ Development of procedures for reviewing the reports and logs on a regular basis and taking appropriate corrective action.
- ◆ Responsible for ensuring that the system complies with the Standards and Guidelines for Port Authority Technology.
- ◆ Determining high-risk activities, establishing logs of those activities and tables and determining appropriate review cycles.
- ◆ Ensuring that operating system, database system and application security issues are coordinated.
- ◆ Keeping abreast of vulnerabilities of systems, databases, or application as they are discovered and patching them or implementing compensation controls.
- ◆ Development of procedures for the disposal of unneeded confidential data produced from the application.
- ◆ Ensure all system hardware (i.e. servers, comm. rooms, backup tapes, etc.) and software are secured from tampering or damaging.
- ◆ Ensure that operating systems at a minimum complies with the Distributed Systems Environment in the Standards and Guidelines and industry standards.
- ◆ Document a virus protection and recovery plan.
- ◆ Firewall Administration, Firewall configuration, rules, logs, and patches
- ◆ Intrusion Detection System Administration, monitoring network traffic across the firewall and in the DMZ.
- ◆ Router and Switches Administration, configuration file, backups, patches, and change controls.

ATTACHMENT B
PART V - WEB DESIGN REQUIREMENTS

CONTROL SECURITY REQUIREMENTS

System Configuration

- Default accounts are secured/locked/or removed.
- Public and Guest accounts/profiles should be secured with no access.
- Controlled use of administrative accounts.
- Limited assignment of administrative privileges and roles.
- Access violation reports.
- Audit trails for operating, application and database systems
- Not display last user who signed on
- No use of login scripts for accounts.
- LDAP compliant
- Encryption of data in storage and transmission of data via the network.
- Unnecessary services removed and/or disabled.
- Secured and approved remote access strategy.
- Data archiving in place.
- Data Retention Policy and Procedures in place.
- Requirement for user name and password
- System timeout for inactivity set to 15 minutes.
- All default settings or passwords changed.
- Test facility which replicates the production system.
- Patching up to date. Patch Management Procedures and documentation includes testing.
- Virus software implemented and up to date.

Physical Protection

- Appropriate fire suppression systems in place.
- Temperature and humidity monitoring.
- Environmental condition adequately controlled (no water, dirt, clutter) and monitored.
- Physical access secured by single authentication mechanism i.e. swipe card.
- Physical security adequate for equipment (locked cabinets).
- Security cameras installed in sensitive areas.
- Power surge protection and emergency power backup are in place.

Backup

- Backup data maintained off-site
- System backup is encrypted.
- Full system backups exist.
- Backup tapes are tested periodically.

Access Controls

- Background checks are performed on all personnel.
- Account expiration for contractors and consultants
- Account password is not the same as account name
- No concurrent login capabilities

- No accounts assigned to individuals who no longer require the account
- Default accounts are locked or secured.
- Accounts never logged into are removed.
- Accounts adequately identify the user – no generic accounts.
- Accounts not used by multiple individuals
- Administrator account passwords adequately secured.
- Disabled accounts are deleted.
- No test accounts on production.
- No generic accounts
- No excessive privileges on accounts – least privilege granted.
- Guest accounts are removed
- Inactive accounts are removed
- Review of profiles, access levels, privileges
- Access reports by user and privilege
- All user account profile should include Employee ID number and full user name.
- Assigned Security Administrator
- Baseline tools or security products are implemented on a quarterly basis.
- Adequate network zoning
- Adequate performance monitoring
- Intrusion Detection System in place
- Secured and authorized remote access
- Firewalls in place
- Warning message/banner
- No modems (dial up or wireless)

Password Controls

- Password encryption enabled.
- Password uniqueness functions enabled.
- Passwords expire every ninety days.
- Forced password change at initial log on.
- Passwords set for a minimum of six characters, combination of letters, numbers, and special characters.
- Retention of unsuccessful login attempts and length of account lockout time set to PA standards.
- Password dictionaries
- Account lockout function enabled and set according to standards.
- Password age in compliance with PA standards

Documentation / Procedures

- Security Administration Procedures documented
- Procedure for granting, modifying or deleting access to the system are documented
- Access request forms authorized
- Access request forms retained
- Access request forms are used to assign access
- Change Management procedures documented
- Test results documented
- Backup, restart and recovery procedures documented

- Disaster Recovery Plans and Business Resumption Plans documented and comprehensive.
- Documentation is current for System Manuals, Operating Instructions
- Documentation is up to date for Firewall rule sets.
- Inventory listings of equipment and software.
- Adequate training
- Password reset procedures controlled (Help desk function)
- System Administration procedures documented
- Data retention and archiving procedures documented
- Roles and Responsibilities defined and documented
- Virus Patch Management procedures documented
- Batch and Interface Management procedures documented
- Patch Management procedure documented
- Escalation procedures documented
- Incident Response procedures documented
- Incident and Error logging/tracking.
- Topologies exist and are up to date (system/network diagrams)
- System monitoring/performance
- Log reviews
- Management reporting – like Access Reports, Exception transaction reporting

**ATTACHMENT B
PART V - WEB DESIGN REQUIREMENTS**

DISASTER RECOVERY PLAN CHECKLIST

Disaster recovery is a plan which could be executed in the event of a total disaster in order to bring the computer systems back to a functioning whole. Typically, the disaster in question is one, which destroys a complete site that requires restoration of support, particularly Information Technology support. Most commonly considered causes of disasters are fire, explosion, flooding, hurricanes and tornados. Disaster recovery planning normally involves alternate locations for major systems as well as the planning and testing of switch over measures, emergency transportation and so on.

The Disaster Recovery plan should include at a minimum the following areas.

1. Disaster Recovery
 - Manager Responsibilities
 - Plan Administration
 - Distribution of the Disaster Recovery Plan – All team members, LAN and an offsite location should have a copy of the current plan and its attachments.
 - Maintenance of the Business Impact Analysis
 - Training of the Disaster Recovery Team
 - Testing of the Disaster Recovery Plan
 - Evaluation/Review of the Disaster Recovery Plan and Tests – the DR Plan should be reviewed and the DR Test should be performed at a minimum twice a year. Update the plan to reflect changes in activities, procedures, performance, staff, and etc. Set a regular time for the review.
 - Maintenance of the Disaster Recovery Test Results – Maintain copies of the test results and what scenarios and areas of the plan were tested.
2. Business Impact Analysis - Minimize the impact on the business with respect to dollar losses and operational interference
 - Critical Time Frame - Recover the system and/or component of the system within the critical time frames established and accepted by the user community. This should include the time estimate of how long it would take to recover the whole system or any sub components.
 - Application System Impact Statements - This area is where a business owner decision of what areas of the system has a priority in how it is brought back into normal operation. How long could these operations be performed without computer support?
 - Essential – Are systems or components of the system that are very critical and need to be back in operation immediately because the business cannot function.
 - Delayed – Are systems that are needed but could be delayed and could not adversely effect the business process.

- Suspended – Are system or components that are not critical and can wait until the full system is back to normal operation.
 - Recovery Strategy & Approach
3. Disaster Definition – All possible interruptions should be defined, and then the steps to minimize their impact need to be documented. This includes disk array failure, power loss, loss of network, loss of wireless network, loss remote access, equipment, computer processor failures, etc.
- Detailed Recovery Steps for each Disaster Definition - This should be the technical steps to recover the different areas of the system like the Operating system, database, application, routers, firewall, and etc.
 - Escalation Plans and Decision Points
4. Data Center Systems – Dependencies should be notated.
- System Components- A copy of all essential office equipment and records should be stored off-site. Specify any special computer hardware, software, databases, networks or other technology.
 - Backup Strategy
 - Storage Rotation
 - Back-up Files
 - Off Site Storage of Back-up Files
 - Back-up Files Retrieval Process, Vendor information and Forms for Off Site Storage
 - Hardware -
 - Hardware inventory for system in operation
 - Desktop Workstations (In Office)
 - Desktop Workstation location
 - Desktop Workstations (Offsite including at home users)
 - Laptops
 - Software -
 - Software inventory of the system in operation
 - Systems, Applications and Network Software
 - Communications
 - Operations
 - Off-Site Inventory
 - Supplemental Hardware/Software Inventory
5. Escalation Plans and Decision Points
6. Disaster Recovery Emergency Procedures
- Plan Procedure Checklist - should have a checklist of the plan procedures and area for documenting exceptions where the plan was not adhere to and what was done in its place. Disaster Recovery Procedures in a check list with approval format.

- Disaster Recovery Organization – should have the full disaster recovery team listed by position or individual and what are their responsibilities. This section of the plan should include Port Authority and PATH personnel, PA/PATH management, and all vendors that work or have responsibilities during a disaster. This area should be reviewed semi-annually for updates and changes.
 - Recovery Organization Chart
 - Disaster Recovery Team & Recovery Team Responsibilities
 - Recovery Management & Senior Manager Responsibilities
 - Damage Assessment and Salvage Team & Team Responsibilities

Problems and Changes - Need to be documented and what was done to rectify them.

Essential Position – Require back-up personnel to be assigned.

7. Pre-Disaster - What steps need to be in place prior to a disaster for this plan to work? If there are any assumptions, they should be notated here.
 - Recovery Management
 - Damage Assessment and Salvage
 - Hardware Installation

8. Contacts information - This area should be reviewed semi-annually for updates and changes.
 - Disaster Recovery Team - This should include primary and secondary phone numbers, home address, emergency contact information, and their backups information.
 - Vendor Phone/Address List – Include account information and account representative information.
 - Command Center – Primary and Alternative site locations, hot spots, phone numbers, time scheduling

9. Post-Disaster – Detail what steps need to be taken to move from disaster mode back to normal operations.

ATTACHMENT C- PROPOSER REFERENCE FORM

Name of Proposer: _____

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date(s): _____

Contract cost: _____

Description of work:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date(s): _____

Contract cost: _____

Description of Work:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date (s): _____

Contract cost: _____

Description of work: _____

ATTACHMENT D- M/WBE PARTICIPATION PLAN

Office of Business Diversity and Civil Rights

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

Purchase Order #: _____
 Proposer/Bidder Name: _____

Contract Description: _____

Mailing Address: _____

Contract Amount: _____

Telephone Number: _____

Contract Goals: MBE _____ WBE _____

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

Signature of Contractor: _____

Print Name: _____

Title: _____ Date _____

FOR OBDCR USE ONLY	
Contract Goals: <input type="checkbox"/> Approved <input type="checkbox"/> Waived <input type="checkbox"/> Rejected	
Reviewed by: _____	
OBDCR Business Development Representative	
Print Name: _____	Date _____

Distribution: Original – OBDCR; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 8. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part 1, Section 17 of the contract book, the bidder shall submit this form as the M/WBE Participation Plan and/or best efforts documentation with their bid to the Procurement Department.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business Diversity and Civil Rights via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

ATTACHMENT E- STATEMENT OF SUBCONTRACTOR PAYMENTS

INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of **Subcontractor Payments form**, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.



STATEMENT OF SUBCONTRACTOR PAYMENTS

M/WBE Participation Report

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

Contract/PO No.: _____

Date of Invoice: _____

Contract Title: _____

Committed M/WBE Goals: M _____ W _____

Prime Contractor Name: _____

Contract/PO Amount: _____

Award Date: _____

Completion Date: _____

PA Project Manager: _____

M/WBE Participation to Date: M _____ W _____

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

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

Signature

Print Name

Title

Date

ATTACHMENT F - Certified Environmentally Preferable Products/Practices

Proposer Name: _____ Date: _____

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

1. Packaging

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

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

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

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

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

4. Certifications

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

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

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

5. Other Environmental Criteria

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

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

_____ Name _____ Date

ATTACHMENT G- Exhibits A- I

EXHIBIT A - JFK DAILY HOURS

Monday, January 30, 2012																						
SUPERVISOR-IN-CHARGE	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	Hours
SIC (Ops)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Sales Office Manager (8a-4p)		8			8			8			8			8			8			8		40
Shift Totals	8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	8	8	8	208
Daily Totals	32			32			32			32			32			24			24			208
	Original Hours			208			Proposed Hours			208			Increase/Decrease Hrs			0			Cost Savings			

SUPERVISOR	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	23x7	7x15	15x23	Hours
Control Office																						
Bank	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
PRCS (Workstation)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Mobil LPI (23x07)	8			8			8			8			8			8			8			56
CRW		8			8			8			8			8			8			8		56
Plaza Supervisors																						
Plaza Green (11p-2a, 7a-11p)	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	133
Plaza Green (4p-12a)			8			8			8			8			8			8			8	56
Plaza Blue (7a-11p)		8	8		8	8		8	8		8	8		8	8		8	8		8	8	112
Plaza Blue (4p-12a)			8			8			8			8			8			8			8	56
Plaza Yellow (7a-11p)		8	8		8	8		8	8		8	8		8	8		8	8		8	8	112
Plaza Red (7a-11p)		8	8		8	8		8	8		8	8		8	8		8	8		8	8	112
Plaza Red (3p-11p)			8			8			8			8			8			8			8	56
Plaza Orange		8	8		8	8		8	8		8	8		8	8		8	8		8	8	112
Skim (6p-2am)			8			8			8			8			8			8			8	56
Lot 9 Plaza 3p-11p			8			8			8			8			8			8			8	56
Field Supv/ Customer Service																						
Lot 9 (9p-5a, 5a-1p, 1p-9p)	8	8	8	3	8	3	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Short Term Lots	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Field Supervisors																						
17x01			8			8			8			8			8			8			8	56
23x07, 07x15, 15x23	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
7a-3p																	8				8	16
Quality Assurance (9x5)		8			8			8			8			8								40
Audit Dept (Supervisor) R. Caamano		8			8			8			8			8								40
Asst. Ops. Manager (12p-3p)		8			8			8			8			8							8	40
Shift Totals	51	104	136	51	104	136	51	104	136	51	104	136	51	96	136	51	88	136	51	96	136	2005
Total Daily Hours	291			291			291			291			283			275			283			2005
	Original Hours			2005			Proposed Hours			2005			Increase/Decrease Hrs			0			Cost Savings			

CASHIER	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops	12x8	8x4	4x12	12x8	8x4	4x12	12x8	8x4	4x12	12x8	8x4	4x12	12x8	8x4	4x12	8x4	4x12	12x8	8x4	4x12	Hours	
Green Lot (Short term)																						
101 (2x10)			8			8			8			8			8			8			8	56
102 (11p-1a, 2p-10p)	2		8	2		8	2		8	2		8	2		8	2		8	2		8	70
103 (12a-8a, 3p-11p)	8		8	8		8	8		8	8		8	8		8	8		8	8		8	112
104 (10p-1a, 6a-2p, 2p-10p)	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	133
105 (11a-7a, 7a-3p, 3p-11)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
106 (8x4, 4x12)	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	0
107 (8x4, 4x12)	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	0
Blue Lot (Short term)																						
241 (3p-11p)			8			8			8			8			8			8			8	56
242 (2p-10)			8			8			8			8			8			8			8	56
243 (10p-1a, 2p-10p)	3		8	3		8	3		8	3		8	3		8	3		8	3		8	77
244 (12a-8a, 8a-4p, 4p-12a)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
245 (10p-1a, 6a-10p)	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	133
246 (11x7, 7x3, 3x11)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
247 (12x8, 2x10)	8	U	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	8	112
248 (6a-12a)	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	0
249 (8a-12a)	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	0
Red Lot (Short term)																						
301 (4p-12a)																						0
302 (11p-2a, 3p-11p)																						0
303 (12a-8a, 8a-4p)	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	112
304 (11p-7a, 7a-3p)	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	8	8	U	112
305 (7a-3p, 3p-11p)		U	U		U	U		U	U		U	U		U	U		U	U		U	U	0
306																						0
307																						0
308 (3p-11p)			8			8			8			8			8			8			8	56

EXHIBIT B - LGA DAILY HOURS

Staffing Schedule

Effective Date:	Friday, February 10, 2012																					
SUPERVISOR-IN-CHARGE	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Time	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	Hours
SIC (Sales Office) (8x16)	8	8		8	8		8	8		8	8		8	8		8	8		8	8		40
SIC (Deskg) (07X15,15X23,23X07)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Shift Totals	8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	208
Daily Totals	32			32			32			32			32			24			24			208
Original Hours				208			Proposed Hours			208			Increase/Decrease Hrs			0			Cost Savings			

SUPERVISOR	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	Hours
Control Office																						
Bank/CR/PU (07X15,15X23,23X07)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
RCS (Workstation) (7X15,15X23,23X07)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Plaza Lot 2 (00X02,16X00)	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	70
Plaza Lot 4 (16X00)		8		8		8		8		8		8		8		8		8		8		56
Field Office Supervisor	8			8			8			8			8			8			8			40
Field Supervisor																						
Field (6X14,14X22)	8	8		8	8		8	8		8	8		8	8		8	8		8	8		112
Field (18X02)		8		8			8			8			8			8			8			56
Emergency Rd.Svc. (07X15,15X23,23X07)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Credit Card & EzPass Manager (8x16)	8			8			8			8			8			8			8			40
Mgrs - Equipment Installation																						
Quality Assurance Mgr (8x16)	8			8			8			8			8			8			8			40
Shift Totals	26	56	56	26	56	56	26	56	56	26	56	56	26	56	56	26	32	56	26	32	56	918
Total Daily Hours	138			138			138			138			138			114			114			918
Original Hours				918			Proposed Hours			918			Increase/Decrease Hrs			0			Cost Savings			

CASHIER	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	Hours
101-(00X08)	8			8	8		8	8		8	8		8	8		8	8		8	8		2
102-(8X16)(16X00)		8			8			8			8			8			8			8		2
Lot 2 Garage																						
201 (00X02,06X14,14X22)	2	8	8	2	8	8	2	8	8	2	8	8	2	8	8	2	8	8	2	8	8	126
202 (7x15,15x23)		8	8		8	8		8	8		8	8		8	8		8	8		8	8	112
202 (23x24)		1			1			1			1			1			1			1		7
203 (00X01,9X17,17X24)	1	8	7	1	8	7	1	8	7	1	8	7	1	8	7	1	8	7	1	8	7	112
204 (00X08,22X00)	8		2	8		2	8		2	8		2	8		2	8		2	8		2	70
Lot 3 Long Term Parking																						
301	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Lot 4 US Airway																						
401 (00x02, 22x09)	2			2			2			2			2			2			2			16
401 (6X14,14X22)		8	8		8	8		8	8		8	8		8	8		8	8		8	8	106
402 (00x01, 08x16)		8			8			8			8			8			8			8		57
403 (15X23)	8			8			8			8			8			8			8			56
405 (16x24)		8			8			8			8			8			8			8		56
501			6			6			6			6			6			6			6	38
502 (24X01,10X16,16X24)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	3
601	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
701	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	127
Shift Totals	56	80	88	56	80	88	56	80	88	56	80	90	57	80	88	53	80	78	53	80	88	1555
Daily Totals	224			224			224			226			225			211			221			1555
Original Hours				1523			Proposed Hours			1555			Increase/Decrease Hrs			32			Cost Savings			

TRAFFIC ATTENDANT	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	Hours
Lot 2 Levels	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Lot 2 Reserved T/A (05X09)	3	1		3	1		3	1		3	1		3	1		3	1		3	1		28
Lot 3 Entrance (5X12, 13X21)	8	8		8	8		8	8		8	8		8	8		8	8		8	8		112
Lot 10E	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Lot 10E	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Lot 6 (7X15)	8			8			8			8			8			8			8			40
West Manager Lot (05x13-13x17)	8	4		8	4		8	4		8	4		8	4		8	4		8	4		84
Shift Totals	27	49	36	27	49	36	27	49	36	27	49	36	27	49	36	27	41	36	27	41	36	768
Daily Totals	112			112			112			112			112			104			104			768
Original Hours				684			Proposed Hours			768			Increase/Decrease Hrs			84			Cost Savings			

CLERKS	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	00x08	08x16	16x00	Hours
Audit-01	8			8			8			8			8			8			8			40
Audit-02	8			8			8			8			8			8			8			40
Audit-03	8			8			8			8			8			8			8			40
Audit-04	8			8			8			8			8			8			8			40
Audit-05	8			8			8			8			8			8			8			40
Audit- Sales Office	8			8			8			8			8			8			8			40
Audit- Sales Office	8			8			8			8			8			8			8			40
Sub-Total	56			56			56			56			56			56			56			280
CTP																						
Human Resource & Payroll Manager	8			8			8			8			8			8			8			40
Executive Administrative	8			8			8			8			8			8			8			40
Customer Service Manager	8			8			8			8			8			8			8			40
Sub-Total	24			24			24			24			24			24			24			120
Shift Totals	80			80			80															

EXHIBIT B - LGA DAILY HOURS

Staffing Schedule

Effective Date:		Friday, February 10, 2012																					
SUPERVISOR-IN-CHARGE		Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Time		00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	Hours
SIC (Sales Office) (8x16)			8		8		8		8		8		8		8		8		8		8	40	
SIC (Desk)(07X15.15X23.23X07)		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
Shift Totals		8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	8	8	208	
Daily Totals		32			32			32			32			32			24			24			208
Original Hours					208			Proposed Hours			208			Increase/Decrease Hrs			0			Cost Savings			

SUPERVISOR		Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops		00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	Hours
<i>Control Office</i>																							
Bank/CR/PU (07X15.15X23.23X07)		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
RCS (Workstation) (7X15.15X23.23X07)		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
Plaza Lot 2 (00X02.16X00)		2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	70	
Plaza Lot 4 (16X00)			8		8		8		8		8		8		8		8		8		8	56	
Field/Office Supervisor		8			8			8			8			8			8			8		40	
<i>Field Supervisor</i>																							
Field (6X14.14X22)		8	8		8	8		8	8		8	8		8	8		8	8		8	8	112	
Field (18X02)			8		8		8		8		8		8		8		8		8		8	56	
Emergency Rd. Svc. (07X15.15X23.23X07)		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
Credit Card & ExPass Manager (8x16)		8			8			8			8			8			8			8		40	
<i>Mgrs - Equipment Installation</i>																							
Quality Assurance Mgr (8x16)		8			8			8			8			8			8			8		40	
Shift Totals		26	56	56	26	56	56	26	56	56	26	56	56	26	56	56	26	32	56	26	32	918	
Total Daily Hours		138			138			138			138			138			114			114			918
Original Hours					918			Proposed Hours			918			Increase/Decrease Hrs			0			Cost Savings			

CASHIER		Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops		00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	Hours
101-(00X08)		8			8			8			8			8			8			8		112	
102-(8X16)(16X00)			8			8				8				8				8			8	56	
<i>Lot 2 Garage</i>																							
201 (00X02.06X14.14X24)		2	8	8	2	8	8	2	8	8	2	8	8	2	8	8	2	8	8	2	8	126	
202 (7x15.15x23)			8	8		8	8		8	8		8	8		8	8		8	8		8	112	
202 (23x24)			1			1				1				1				1			1	7	
203 (00X01.09X17.17X24)		1	8	7	1	8	7	1	8	7	1	8	7	1	8	7	1	8	7	1	8	112	
204 (00X08.22X00)		8		2	8		2	8		2	8		2	8		2	8		2	8		70	
<i>Lot 3 Long Term Parking</i>																							
301		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
<i>Lot 4 US Airway</i>																							
401 (00x02.22x00)		2			2			2			2			2			2			2		16	
401 (6X14.14X22)			8	8		8	8		8	8		8	8		8	8		8	2		8	106	
402 (00x01.08x16)			8			8			8			8			1	8			8		8	57	
403 (15X23)		8			8			8			8			8			8			8		56	
405 (16x24)			8			8			8			8			8			8			8	56	
501			6			6				6				6				6			6	42	
502 (24X01.10X16.16X24)			8	8		8	8			8	8				8	8						88	
601		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
701		3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	127	
Shift Totals		56	80	88	56	80	88	56	80	88	56	80	90	57	80	88	53	80	78	53	80	1555	
Daily Totals		224			224			224			226			225			211			221			1555
Original Hours					1523			Proposed Hours			1555			Increase/Decrease Hrs			32			Cost Savings			

TRAFFIC ATTENDANT		Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops		00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	Hours
Lot 2 Levels		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
Lot 2 Reserved T/A (05X09)		3	1		3	1		3	1		3	1		3	1		3	1		3	1	28	
Lot 3 Entrance (5X13.13X21)			8	8		8	8		8	8		8	8		8	8		8	8		8	112	
Lot 10E		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
Lot 10E		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
Lot 6 (7X15)			8			8				8				8				8				40	
West Manager Lot (05x13-13x17)		8	4		8	4		8	4		8	4		8	4		8	4		8	4	84	
Shift Totals		27	49	36	27	49	36	27	49	36	27	49	36	27	49	36	27	41	36	27	41	768	
Daily Totals		112			112			112			112			112			104			104			768
Original Hours					684			Proposed Hours			768			Increase/Decrease Hrs			84			Cost Savings			

CLERKS		Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Weekly
Ops		00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	00X08	08X16	16X00	Hours
Audit-01			8			8			8			8			8			8			8	40	
Audit-02			8			8			8			8			8			8			8	40	
Audit-03			8			8			8			8			8			8			8	40	
Audit-04			8			8			8			8			8			8			8	40	
Audit-05			8			8			8			8			8			8			8	40	
Audit- Sales Office			8			8			8			8			8			8			8	40	
Audit- Sales Office			8			8			8			8			8			8			8	40	
Sub-Total		56			56			56			56			56			0			0			280
<i>CTP</i>																							
Human Resource & Payroll Manager			8			8			8			8			8			8			8	40	
Executive Administrative			8			8			8			8			8			8			8	40	
Customer Service Manager			8			8			8			8			8			8			8	40	
Sub-Total		24			24			24			24			24			0			0			120
Shift Totals		80			80			80			80			80			0			0			400
Daily Totals		80			80			80			80			80			0			0			400
Original Hours					400			Proposed Hours			400			Increase/Decrease Hrs			0			Cost Savings			
Total Original Hours					3733			Total Proposed Hours			3849			Increase/Decrease Hrs			116			Total Cost Savings			

EXHIBIT C - EWR DAILY HOURS

Effective Date: Sunday, December 04, 2011

SUPERVISOR-IN-CHARGE	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly	
Ops	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	Hours	
SIC (Ops-703) 9p-5a-1p	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
SIC (Field 703a) 8a-4p-12a		8	8		8	8		8	8		8	8		8	8		8	8		8	8		112
Sales Office (10a-6p)		8			8			8			8			8									40
Shift Totals	8	24	16	8	24	16	8	24	16	8	24	16	8	24	16	8	16	16	8	16	16	320	
Daily Totals	48			48			48			48			48			40			40			320	
SUPERVISOR	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly	
Ops	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	Hours	
Control Office																							
CTP Desk/Vault Room	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
PRCS (Workstation)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
PRCS 2 (4p-12a)			8			8			8			8			8			8			8	56	
LPI (12am-8am)	8			8			8			8			8										40
ABC - Short Term																							
CTP Unmanned Lanes (10a-2a)	4	4	8	4	4	8	4	4	8	4	4	8	4	4	8	4	4	8	4	4	8	4	112
CTP Plaza	8		8	8		8	8		8	8		8	8		8	8		8	8		8	112	
CTP Tour 2 / Plaza 3 (6a-2a)	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	140
Plaza 2 (2p-2a)	4		8	4		8	4		8	4		8	4		8	4		8	4		8	84	
Plaza 1 ((3p-11p)																							
Skim (9p-10p)			4			4			4			4			4			4			4	28	
P1-P3 - Daily																							
P1/P3 Field/Plaza	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P4 Garage - Daily																							
P4 Plaza / Garage	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P4 Garage - Peak																							
Lot - F - Employee Lot																							
Lot - F	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P6/P7/P9 - Economy Lot																							
P6	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P6 Field (6a-2p,2p-10a,5p-1a)																							
P7																							
P9 - New Lot																							
Field Supervisor																							
FIELD	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
SIC (CSR/Utilities)		8			8			8			8			8			8			8			40
Audit Dept. (70)																							
Audit (70)		8			8			8			8			8			8			8			40
Quality Assurance Supv. (Urban)		8			8			8			8			8			8			8			40
IT Mgr (Ciro AverHoff)		8			8			8			8			8			8			8			40
Shift Totals	84	100	100	84	100	100	84	100	100	84	100	100	84	100	100	76	68	100	76	68	100	1908	
Total Daily Hours	284			284			284			284			284			244			244			1908	
Valet	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly	
	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	10X6	6X2	2X10	Hours	
Valet	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
(Valet Mgr.) Gerry Miller		8			8			8			8			8			8			8			40
Shift Total	8	16	8	8	16	8	8	16	8	8	16	8	8	16	8	8	8	8	8	8	8	208	
Daily Totals	32			32			32			32			32			24			24			208	

Total Shift Hours	92	116	108	92	116	108	92	116	108	92	108	116	92	108	116	84	76	108	84	76	108	2116
Total Daily Totals	316			268			268			2116												

CASHIER	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly	
Ops	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	Hours	
ABC - Short Term																							
CTP 900																							0
CTP 901																							
CTP 902 (6am-2am)	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	140
CTP 903 (6am-2am)	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	8	8	4	140
CTP 904 EZP, Cash & CC	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
CTP 905 Unmanned (10a-2a)		U			N			M			A			N			E			D			
CTP 906 Unmanned (10a-2a)		U			N			M			A			N			E			D			
CTP 907 EZP, Cash & CC	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
CTP 908	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	152
CTP 909 (3p-11p-7a)	8		8	8		8	8		8	8		8	8		8	8		8	8		8	112	
MP-3 910 (3p-11p)			8			8			8			8			8			8			8		48
MP-3 911 (7a-2a)	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	133
MP-3 912 (7a-2a)	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	133
MP-3 913 (7a-2a)	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	133
MP-2 914 (2p-10p-2a)	4		8	4		8	4		8	4		8	4		8	4		8	4		8	84	

EXHIBIT C - EWR DAILY HOURS

MP-2 915 (2p-10p-2a)	4		8	4		8	4		8	4		8	4		8	4		8	4		8	84	
MP-2 916 (2p-10p-2a)	4		8	4		8	4		8	4		8	4		8	4		8	4		8	84	
MP-2 917																							
MP-1 918 (Closed)																							
MP-1 919 (Closed)																							
MP-1 920 (Closed)																							
MP-1 921 (Closed)																							
P1-P3 - Daily																							
P1-P3 404	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P1-P3 405	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P1-P3 406			8									8										8	32
P4 - Garage - Daily																							
P4 801	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P4 802	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P4 803	3		8								8	3										8	65
P4 804																							
Lot F - Employee Lot																							
LOT - F ENTRANCE																							
LOT - F EXIT																							
P6 / P7 - Economy Lot																							
P6 73	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P6 74	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
P6 75																							
P7 43																							
P7 44																							
Shift Totals	112	112	168	109	112	160	109	112	160	112	112	168	112	112	168	101	112	152	101	112	168	2684	
Daily Totals		392			381			381			392			392			365			381			2684
	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly	
Valet Cashiers	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	Hours	
Valet (3p - 2a)												8			8							16	
Valet	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168	
Shift Total	8	8	8	8	8	8	8	8	8	8	8	16	8	8	16	8	8	8	8	8	8	184	
Daily Totals		24			24			24			32			32			24			24		184	

Total Shift Hours	120	120	176	117	120	168	117	120	168	120	120	184	120	120	184	109	120	160	109	120	176	2868
Total Daily Totals		416			405			405			424			424			389			405		2868
TRAFFIC ATTENDANT	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly
Ops	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	Hours
A Team (C Garage All levels)																						
A Team (CTP Traffic)		8			8			8			8			8								40
P4 (6a-2p-8p)		8	6		8	6		8	6		8	6		8	6							56
P4 (6a-2p-8p)		8	6		8	6		8	6		8	6		8	6							56
P4 (Entrance / Valet)		8			8			8			8			8								32
B Team (CTP Traffic)			8			8			8			8			8			8			8	56
Plaza 1 (3p-11p)																						
Plaza 2 (2p-10p-2a)						8			8			8			8			8			8	48
Plaza 3 (7a-2a)	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	3	8	8	133
C Garage (Limo Area)*																						
P1																						
P6 Entrance (7a-3p-11p)		8	8		8	8		8	8		8	8		8	8		8	8		8	8	112
P6 Bus Gate																						
Lot F - Employee Lot																						
LOT - F ENTRANCE	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
LOT - F EXIT	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
6:30-14:30		8			8			8			8			8								40
9:00-17:00		8			8			8			8			8								40
Shift Totals	19	80	52	19	80	60	19	80	60	19	80	60	19	56	48	19	32	48	19	32	48	949
Daily Totals		151			159			159			159			123			99			99		949

VALET ATTENDANT	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly
Valet Outer Lot	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	Hours
Valet	8			8			8			8			8			8			8			56
Valet		8	8		8	8		8	8		8	8		8	8		8	8		8	8	80
Valet (9p-5a/5a-1p/1p-9p)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Valet (9p-5a/5a-1p/1p-9p)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Valet (5a-1p/1p-9p) S&S				8	8			8	8			8	8			8	8			8	8	96
Valet																						
Valet																						
Valet																						
Valet																						

EXHIBIT C - EWR DAILY HOURS

Shift Totals	24	24	24	24	32	32	24	32	32	24	32	32	24	32	32	24	24	24	24	24	24	24	568
Daily Totals	72			88			88			88			72			72						568	

CLERKS	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Wkly Hours	
	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11	11x7	7x3	3x11		
Bldg 70																							
Audit-01		8			8			8			8			8									40
Audit-02		8			8			8			8			8									40
Audit-03		8			8			8			8			8									40
Audit-04		8			8			8			8			8									40
Audit-05		8			8			8			8			8									40
Audit-06		8			8			8			8			8									40
Audit-07		8			8			8			8			8									40
Audit-08		8			8			8			8			8									40
Audit-09		8			8			8			8			8									40
Audit-10		8			8			8			8			8									40
Audit-11		8			8			8			8			8									40
Audit-12		8			8			8			8			8									40
Audit-13																							
Audit-14																							
Exec Secretary		8			8			8			8			8									40
Sub-Total		104			104			104			104			104									520
Bldg 190																							
CS/Training Manager		8			8			8			8			8									40
Customer Service Clerk		8			8			8			8			8									40
H/R Manager		8			8			8			8			8									40
Exec Admin		8			8			8			8			8									40
Office Clerk		8			8			8			8			8									40
Office Clerk		8			8			8			8			8									40
Sub-Total		48			48			48			48			48									240

Lot F																							
Office Clerk # 1		8			8			8			8			8									40
Office Clerk # 2		8			8			8			8			8									40
Office Clerk # 3		8			8			8			8			8									40
Sub-Total		24									120												
Shift Totals		176									880												
Daily Totals		176									880												
Grand Shift Totals	263	540	376	260	548	384	260	548	384	263	540	408	263	516	396	244	268	356	244	268	372	7701	
Grand Daily Totals		1179			1192			1192			1211			1175			868			884		7701	

EXHIBIT D - SWF DAILY HOURS

DATE	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<u>SUPERVISORS</u>							
9:00 AM - 5:00 PM	Supv 1	Supv 1	Sr Supv	Sr Supv	Sr Supv	Sr Supv	Sr Supv
4:00 PM - CLOSE	Supv 2	Supv 2	Supv 1	Supv 1	Supv 1	Supv 2	Supv 2
<u>CASHIERS</u>							
4:45 AM - 12:00 PM	Cashier 3	Cashier 3	Cashier 1	Cashier 1	Cashier 1	Cashier 1	Cashier 1
12:00 PM - 6:00 PM	Cashier 5	Cashier 5	Cashier 2	Cashier 2	Cashier 2	Cashier 2	Cashier 2
6:00 PM - CLOSE	Cashier 6	Cashier 6	Cashier 3	Cashier 3	Cashier 3	Cashier 4	Cashier 4
TRAINING TRAINER							
Sick Leave Vacation Floating Holiday							

EXHIBIT E - VEHICULAR SPECIFICATIONS

Specifications for:

1. Specifications for 10 passenger vans (*minimum* requirements):

1. 5.4 liter V8 dedicated natural gas engine
2. 4-speed automatic transmission
3. 138" wheelbase — minimum
4. No CNG fuel tank in interior
5. Power steering
6. Power ABS brakes
7. Transmission oil cooler
8. New York/California emissions system
9. XHD factory installed alternator – max AMPS
10. HD factory installed battery - max CCA rating
11. HD suspension – shocks and sway bar
12. Five (5) full sized BSW all-season SBR tires
13. Manufacturer's standard wheels and wheel covers
14. Standard heating/air conditioning
15. Standard tinted glass w/rear defrost if available
16. Dual remote outside mirrors
17. Standard radio
18. Standard vinyl bucket seats (front), w/three rear bench seats
19. Full length cloth headliner
20. Full length HD rubber floor matting
21. Exterior color – manufacturer's standard bright white
22. Interior color - manufacturer's standard grey/neutral
23. Minimum ½ tank fuel at delivery (units with low fuel will be rejected)
24. No dealer advertising or logos of any kind

2. Specifications for (4x4) (*minimum* factory installed mechanical features and/or ratings):

1. 3.0L DOHC V-6 gasoline engine
2. 4-speed automatic transmission w/OD
3. Full-time four wheel drive
4. Power R&P steering w/tilt wheel
5. Power 4-wheel ABS brakes, front disc/rear drum
6. New York/California emissions system
7. Driver & front passenger air bags
8. Largest available factory installed alternator w/voltage regulator to match
9. H/D factory installed battery - max CCA rating
10. H/D suspension - shocks and sway bar
11. Manufacturer's standard wheels and wheel covers
12. (5) P225/70R15 BSW all-season tires
13. Standard heating/air conditioning
14. Standard tinted glass - all
15. Inside rear view mirror shall be day/night non-glare

EXHIBIT E - VEHICULAR SPECIFICATIONS

16. Outside mirrors shall be power dual remote - left and right
17. Halogen headlights
18. Windshield wipers/washers – front intermittent, rear 2-speed
19. Manufacturer's standard radio
20. Manufacturer's standard cloth/vinyl seats - buckets front w/flat rear bench
21. Cab roof shall have a full length/width liner
22. Manufacturer's standard cab flooring – color coordinated
23. Power door locks and power windows w/driver one-touch-down
24. Remote keyless entry w/(2) transmitters
25. Securilock passive anti-theft system w/immobilizer
26. Manufacturer's standard rear doors w/rear defogger
27. Body side-protecting molding
28. Exterior color - bright white
29. Interior color - manufacturer's standard grey
30. Keys - three sets, single key locking all locks - individual vehicle
31. Minimum ½ tank fuel at delivery (units with low fuel will be rejected)
32. No dealer advertising or logos of any kind

All other equipment not specifically mentioned but included by the manufacturer

3. Specifications for Customer Service Vehicles – vans (*minimum* requirements):

1. Two or Four Wheel Drive
2. Engine Minimum 6 cylinder
3. Transmission-3 or 4 speed automatic
4. Steering -Power assisted
5. Power Brakes
6. Fuel Tank-approximately 20 gallons
7. Tires-All weather blackwall, steel belted radial, including spare
8. Windshield Wipers and Washer
9. Rear Window Defogger
10. Tinted Glass
11. Heat/Air Conditioning
13. Fire Extinguisher
14. Must be equipped for New York Emission Standards
15. Seating for driver and six (6) occupants-

All vehicles are to be painted white and prominently marked as directed by the Manager with the legend "Customer Service Program" in 6" black lettering, sequentially numbered.

EXHIBIT F

AIRPORT PERFORMANCE MANAGEMENT PROGRAM

The Port Authority has established a policy that proactive, responsive, respectful and helpful customer service is of the utmost importance. This policy not only extends to all Port Authority employees and contractors, but also includes the companies (facility partners) whose staffs have direct customer contact while providing services at the facilities. Many of the employees providing the services under this Agreement are involved directly with the Facility's customers. The demeanor and attitude of the Contractor's employees, including supervisory staff, will leave customers with a lasting impression of the Facilities. The Authority is interested in evaluating proposals from contractors willing to rise to the challenge of providing the services as described herein, in a manner befitting customer centric facilities, as further described in the Request For Proposals and Form of Contract, and to become an important member of the Facility community, dedicated to meeting and exceeding the needs of the Facilities customers.

The Port Authority conducts ongoing customer satisfaction surveys that identified Courtesy *, Professionalism of Facility Employees, Signs and Directions, Facility Cleanliness and Condition, Quality and Variety of Food, Beverage and Retail Services, Gate Area Experience, Queuing Times and Facility Access as the current drivers of customer satisfaction, and that improvements in those areas would maximize any efforts in exceeding customers' expectations. At its sole expense, the Port Authority currently retains independent third party contractors to conduct a quality assurance program of random surveys and inspections to measure performance consisting of, but not limited to, the "Monthly Mystery Shopper Program", the "Semi-annual Terminal-by-Terminal Inspection Program" and the "Annual Terminal-by-Terminal Survey Program", hereinafter referred to as the "Programs". The Programs elicit information on staff courtesy * and helpfulness, cleanliness and condition of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Facility Standards Manual" as exhibited elsewhere in this document. Additionally, the Programs will be conducted by persons trained by the independent contractor who shall base their evaluations on both their interactions with and observations of the contractor's staff, operations and facilities.

At any time, the Authority may direct its' own agents to perform surveys and inspections to measure the performance of the contractor as related to staff courtesy and helpfulness, cleanliness and condition of the facilities and equipment, staff appearance or any other standard as defined in the "Facility Customer Service Standards".

In order to ensure that contractors provide excellent performance and superior customer service, the Proposer must clearly demonstrate to the satisfaction of the Port Authority, that it will meet and exceed expectations with respect to performance under this Contract through the understanding and adoption of the following:

- * Courtesy as used in this section shall encompass employee attitude, employee appearance, employee awareness and employee knowledge.

EXHIBIT F

FACILITY PERFORMANCE MANAGEMENT PROGRAM (continued)

A. Facility Standards Manual

The Port Authority has committed to an aggressive, on-going service improvement campaign to ensure that facility facilities are designed and maintained to provide a convenient and user friendly environment and that facility employees regardless of who they work for provide superior levels of service that consistently exceed customer expectations. With input from its facility partners, the Port Authority has adopted the Facility Standards Manual that identifies the aspects of facility services that impact customer satisfaction and provide a means by which the services provided can be measured and tracked. The Proposer shall be responsible for, and take all necessary measures to ensure compliance by all staff with all applicable sections of the most recent edition of the Facility Standards Manual as shown in Attachment E attached hereto and made a part hereof. In the event of a conflict between the express specifications of this contract and the standards referenced in the Facility Standards Manual, the specifications shall prevail.

B. Contractor "Total Quality Service" Commitment

Establishing and maintaining excellence in quality service begins long before the front-line staff ever comes in contact with the customers. It begins with a genuine commitment on the part of management to foster a Total Quality Service Culture by making our facilities a safe and convenient place to be for our customers, partners and facility employees and improving and maintaining customer satisfaction with the facility experience.

Long-term changes in facility culture happen as a result of step-by-step changes and day-to-day learning. In order for permanent change to occur, an integrated structure must be designed to foster and support the skills learned by management and staff in any training programs they attend.

It is expected that all organizations entering into a service agreement with the Port Authority will be able to demonstrate a "Total Quality Service Culture" through their ability to incorporate and maintain that the overall Port Authority goals and methods will be assured throughout the term of the contract. To that end, the Contractor shall develop a plan that identifies how they -

- a. communicate with internal staff as well as customers.
- b. promote excellence.
- c. design service strategies that work.
- d. deliver quality service.
- e. check for customer satisfaction.

EXHIBIT F

FACILITY PERFORMANCE MANAGEMENT PROGRAM (continued)

C. Contract Mission and Compliance

From and after the Effective Date and continuing throughout the balance of the term of the Agreement, including the option periods if any, the Contractor shall develop and establish a customer service program and mission statement that incorporates the mission and vision of the Port Authority's Aviation Department. To that end, the Aviation Department's Mission and Vision Statements are:

Mission:

To plan, develop, promote, operate and maintain a unified system of regional facility 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 facility 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.

Satisfied customers are the most important asset of any business. In assisting the Port Authority realize the Mission and Vision Statements above; the Contractor shall comply with all the customer service requirements of this Agreement. Customer service is defined as the ability of an organization to constantly and consistently exceed the customer's expectations while offering the safety and security required to ensure the well being of customers. Organizations exceed customer expectations by focusing their efforts in three areas: customer friendly processes, employee commitment to customer service, and customer interaction.

D. Performance Measures

The services that are to be provided as part of this Agreement will be measured using a series of periodic reviews that may include but is not limited to:

- Monthly Mystery Shops;
- Random surveys of Contractor's performance;
- Semi-annual as well as random inspections of the Contractor's services, facilities and equipment; and
- Customer Satisfaction Surveys.

EXHIBIT F

FACILITY PERFORMANCE MANAGEMENT PROGRAM (continued)

A Base Line, including a \pm margin, will be established employing some or all of the above performance management tools along with prior scores to measure the Contractor's performance or facilities as it relates to staff courtesy and helpfulness, staff appearance, and such other measures of performance or facilities as shall be designated by the Facility Manager. Once established, the Base Line will never decrease but may increase over the term of the Contract as the Contractor's performance improves.

On a semi-annual basis Port Authority staff will provide the Contractor with results of the Surveys, Mystery Shops and Inspections.

Contractor performance or facilities that are consistently rated "satisfactory" may result in the Port Authority exercising the next applicable option period and an adjustment shall be made to the compensation payable to the Contractor in accordance with adjustments to the CPI as defined in the Section of this Contract entitled "Escalation."

Contractors whose performance or facilities that are rated "needs improvement" must take corrective action as follows:

- Items designated as routine shall be corrected within 5 days.
- Items designated as high-priority shall be corrected in accordance with a schedule mutually acceptable to both the Contractor and the Port Authority.

Failure to improve performance or facilities, and continued "needs improvement" scores will result in no adjustment permitted to compensation payable to the Contractor and may place the Contractor at risk of termination of the contract and may jeopardize the Contractor's ability to participate in future solicitations.

At any time, the Authority may elect to issue a form of recognition or reward for consistent "satisfactory" performance in addition to any other action taken based on the performance on the scorecard.

EXHIBIT G

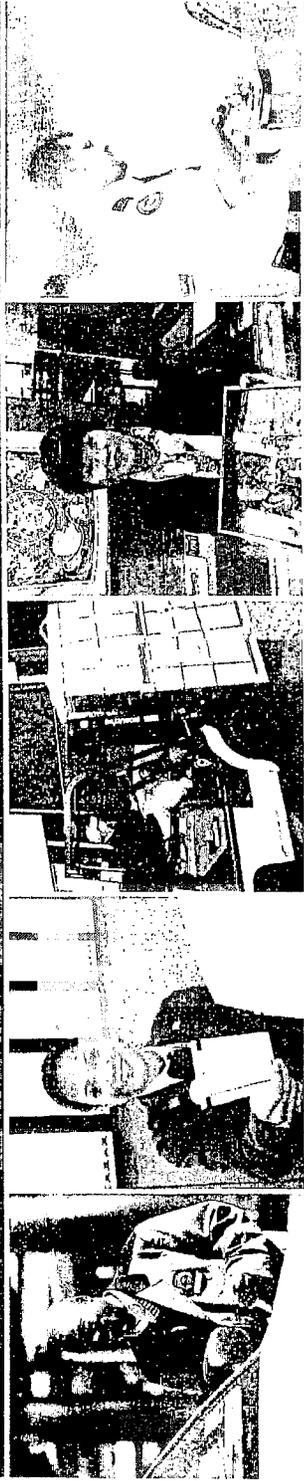
CUSTOMER CARE AIRPORT STANDARDS MANUAL

PORT AUTHORITY OF NY & NJ

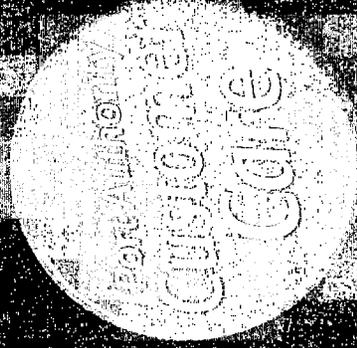
Kennedy • Newark • Liberty • LaGuardia • Stewart
Teberaro • Downtown • Westchester • Helipad

Customer Care

Airport Standards Manual



Fifth Edition • July 2008





THE PORT AUTHORITY OF NY & NJ

William R. DeCota
Director

July 2008

To our Airport Partners:

Almost ten years ago, we set out on a journey to improve customer satisfaction at The Port Authority of New York and New Jersey's airports. The foundation of our program continues to be our Airport Standards and I am pleased to share with you this 5th Edition of the Airport Standards Manual—Customer Care Standards that have been developed in cooperation and assistance from you, our Airport Partners.

The overall objective of our Customer Care Program is to improve the customer experience at the Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the ultimate quality our customers' experience.

This updated edition also includes some basic standards for cargo services as a start to evolving a Cargo Care Program. These standards will form the baseline of our performance measurement program under development for the cargo business at our airports. The cargo standards will evolve with the assistance and partnership of our cargo partners as we move forward to measure and monitor performance in all areas of the airport experience.

As a team and airport community, we have made tremendous progress with our customers over the years, as our customers have recognized improvements year over year and have become more delighted and pleased with the services provided by all of us. But improvement only comes with conscientious effort and determination. Through the Customer Care Program, we have offered customer care training to all airport employees; we utilize a bi-weekly mystery shopping program, a semi-annual facility quality assurance inspection program as well as our annual customer satisfaction survey. As we listen to our customers and partners, we seek to implement best industry practices as we jointly develop the "Airport of the Future" using tested and new technologies and comply with ever changing government regulations. This manual is another tool in this toolkit of performance enhancement strategies and I recommend you employ its contents in your daily operation, and ensure that all your employees and contractors are familiar with its guidelines and requirements.

We at The Port Authority of New York and New Jersey want to thank you and the many people who work together at the airports everyday to provide a positive and affirming experience for our customers. With your continued support and our joint commitment, we believe that Customer Care will continue to thrive at our airports.

Sincerely,

Lysa C. Scully
Assistant Director
Customer, Cargo, Concessions & Airport Services
Aviation Department



Aviation Department
225 Park Avenue South, 9th Floor
New York, NY 10003

Customer Care

Airport Standards Manual

John F. Kennedy International Airport

Newark Liberty International Airport

LaGuardia Airport

Stewart International Airport

Teterboro Airport

Downtown Manhattan Heliport

Prepared and Published by

The Port Authority of New York & New Jersey – Aviation Department
Customer, Cargo, Concessions & Airport Services Division

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Table of Contents

INTRODUCTION & PERFORMANCE MEASUREMENT PROGRAM

1.0	Employee Attitude, Appearance, Awareness and Knowledge	16
2.0	Curbside	19
3.0	Flight Check-in Areas	21
4.0	Walkways, Corridors, Elevators & Escalators	24
5.0	Passenger & Baggage Screening Areas	26
6.0	Restrooms	28
7.0	Gate Areas	31
8.0	Retail Services	34
9.0	Food & Beverage Services	38
10.0	Baggage Claim	42
11.0	Ground Transportation & Welcome Centers	45
12.0	Taxi Dispatch Service	50
13.0	Parking Lots & Garage Services	51
14.0	Construction	54
15.0	Charter Operations	56
16.0	Ramp & Airside Areas	58
17.0	Assistance to Stranded Passengers	61
18.0	AirTrain Stations and Vehicles	63
19.0	Assistance to Passengers with Reduced Mobility (PRM)	69
20.0	Public Circulation & Queue Management	73
21.0	Orderly Evacuation & Resumption of Services	76
22.0	Cargo Services	81

INTRODUCTION

Airport Standards Manual

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual (ASM)—Customer Care Standards for the benefit of all airport customers. The ASM serves as the primary document outlining the customer care and service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards focus on the elements of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by analysis of customer surveys and other customer feedback mechanisms. The Standards fall under three broad categories:

- Customer Care (including cargo);
- Signing and Wayfinding;
- Terminal Planning and Design Standards (Passenger and Cargo Facilities)

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

I. PURPOSE

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the ASM—Customer Care Standards for the benefit of all airport customers. The Port Authority's objective is to maximize utilization of the ASM as one tool to effectively manage customer care.

This ASM defines *Customer Care Standards* and the *Airport Performance Measurement Program*. It is made available to all partners. Hence, it is expected that the Port Authority and all employers on the airports *will strive to meet or exceed these standards*.

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

II. THE STANDARDS

The *Customer Care Standards* focus on the most salient elements of airport services and facilities that impact customer care satisfaction.

Separate publications promulgate several design-related standards, such as:

- "Adequate" or "Sufficient" lighting standards that conform to the **illuminating Engineering Society of North America (IES-NA) Lighting Handbook, 8th Edition, Section 11** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the **Port Authority Aviation Department Signing and Wayfinding Standards Manual** as well as those areas addressed in this manual.
- All Terminal Planning shall be in conformance with the **Port Authority Aviation Department Terminal Planning and Design Standards**, including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas, Security Checkpoints, Corridors and Walkways, Concessions Locations are subject to **Tenant Alteration Application (TAA) Procedures and Standards Guide** reviews and subsequent addenda.
- All Airport Partners must adhere to the **Airport Rules and Regulations**.

The Customer Care Standards implemented at Port Authority airports are measured and reviewed regularly against best industry practices to gauge the need for changes or augmentation. The measurement process includes, but is not limited to customer surveys, mystery shopping, facility quality assurance evaluations, focus groups and other data gathered for the Port Authority.

This edition of the ASM introduces a set of cargo standards and performance measures for specific areas. Focusing on the areas that most impact our cargo customers, these initial standards will continue to evolve through the assistance and cooperation of our air cargo business partners.

Given that the standards evolve over time, the enumeration and numbering of these standards within the ASM may differ from prior ASM editions due to modifications, additions or deletions of standards. A designation at the end of each of the standards, where applicable, indicating whether the standard is a **high or routine priority**. **High priority standards** typically require capital intensive or long-term solutions or are possible life-safety issues. **Routine priority standards** are cleanliness, maintenance or conditional issues that may be immediately remedied via currently available staff and equipment without impeding customers or causing life-safety concerns. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered **high** in nature.

III. IMMEDIATE ACTION ITEMS

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

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

If Mystery Shoppers/Q.A. Facility Evaluators witness any of these conditions they will immediately notify the proper airport contacts to call:

- EWR: 973-961-6154
- JFK: 718-244-8158
- LGA: 718-533-3700

Airport Performance Measurement Program (APMP)

I. SERVICE COMMITMENT

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

- 1) Recognize **"Satisfactory"** performance by Partners who continue to improve customer satisfaction.
- 2) Provide a useful management tool to identify to Partners the areas that **"Needs Improvement."**
- 3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM)—Customer Care Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas.

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

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

II. OBJECTIVES

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

Where the ASM—Customer Care Standards defines good customer care, the APMP defines performance measurement and provides a management tool to recognize **"Satisfactory"** performance and to monitor actions taken to address areas that **"Needs Improvement."**

By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of the commitment necessary for quality airport customer care.

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

III. METHODOLOGY

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

- (1) Measure Partners' performance.
- (2) Provide an objective means for recognizing "Satisfactory" performance.
- (3) Monitor actions required by Port Authority staff and Partners in areas that "Needs Improvement" that will help improve performance.

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

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

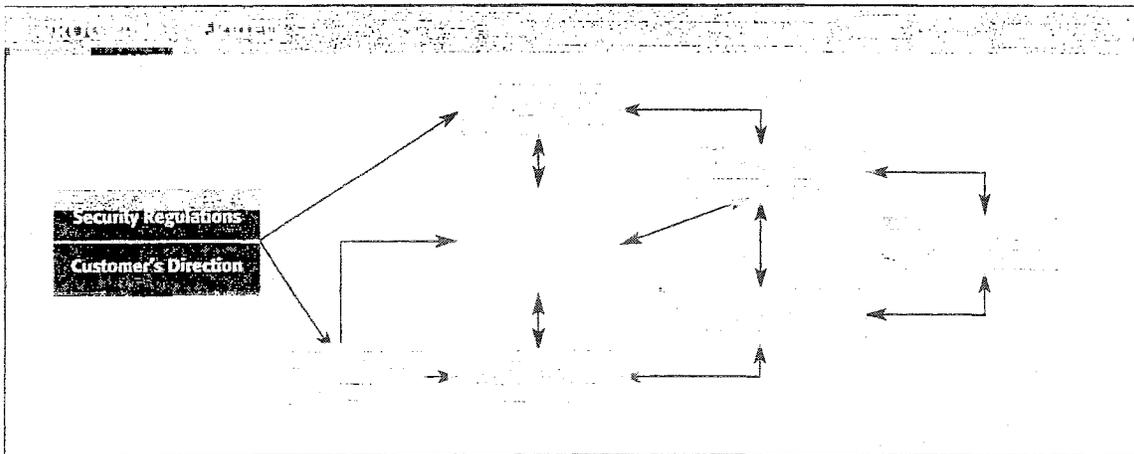


Figure 1

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

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

A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners' performance. By limiting the data measurement tools to a few key sources rather than a multitude of sources that employ different collection techniques and scoring methodologies, the Port Authority and its Partners can focus on a few critical metrics. Mystery shopping, quality assurance facility evaluations, and additional non-survey data collection, all monitor Partners' performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer care:

- 1. Customer Satisfaction Survey**—The annual Customer Satisfaction Survey conducted in the spring (May /June) quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen departing passengers in the gate hold lounges and arrival passengers in the Baggage Claim area, curbside and at AirTrain platform entrances (EWR only) are asked to rate various service and facility attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers assigning a rating of 8 to 10 are deemed to be "highly satisfied." A satisfaction score is obtained by dividing the number of passengers who are highly satisfied with the service/facility by the total number of passengers polled.

2. Mystery Shopping – The mystery shopping is conducted semi-monthly and its report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of “0” if the service meets the Standard or “1” if it does not meet the Standard. The results are then totaled and a corresponding percentage “Gap to Acceptability” (defined as the percentage of standards measured that are deemed deficient) is reported for each Partner. This method of data collection provides some measure of Partner performance for all of the service standard categories.

MYSTERY SHOP SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/3/2007				
Previous Evaluation:	3/7/2007				
	Standards Missed	Standards Evaluated	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	56	212	42.33	39	26%
CURBSIDE DEPARTURE	13	44	10.67	8	30%
Overall Cleanliness/ Conditions	7		6.00		
Curbside Departure	13				
Standards of Cleanliness	4				
Standards of Condition	3				
Standards of Functionality	1				
Signs, Directions, and Information	0				
Standards of Employee Attitude, Appearance and Knowledge	5		3.33		

Figure 2

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

QUALITY ASSURANCE FACILITY SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/11/2007				
Previous Evaluation:	11/9/2006				
	Standards Missed	Standards Evaluated	Previous Score	High	Routine
TERMINAL	259	1775	100	30	229
CURBSIDE DEPARTURE	13	25	N/A	1	12
Curbside Departure – Terminal B	13			1	12
Standards of Cleanliness	5			0	5
Standards of Condition	6			1	5
Standards of Functionality	2			0	2
Signs, Directions, and Information	0			0	0

Figure 3

4. Additional Data Collection and Partners' Information—This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. Two areas where measurement began in 2008 are as follows:

- Baggage Claim—two separate 4-hour mystery shops are conducted per month at each domestic terminal baggage claim. The mystery shopper records the time of the first bag and the time of the last bag for approximately 9 to 12 flights, at various carousels. Three measurements for each flight are recorded: 1) time on blocks from the DOT website; 2) time of first bag; and 3) time of last bag. Data is tracked by month and quarter for each airline, terminal and airport.
- Check-In—two separate 4-hour mystery shops are conducted per month at each terminal check-in area. The mystery shopper spends approximately one hour at one specific check-in area, and during the course of the mystery shop, evaluates wait times approximately 4-5 varied airline check-in lines at one terminal. Data is tracked by month and quarter for each airline, terminal and airport.
- Taxi Dispatch—mystery shoppers will also develop sampling of wait times at the taxi dispatch stations at arrivals level along the terminal frontages.
- Parking lot exit—mystery shoppers also record the wait time on line at the cashier booth as they exit the parking facility.
- Security Checkpoints and US Entry—Wait or process times are monitored using data collected by DHS at all Port Authority airports.
- Cargo—The first cargo performance measure to be introduced in 2009 will pertain to truck waiting times. Measurements for this program are under development and will rely on partner information.

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

B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed semi-monthly and will be supplemented with periodic quality assurance facility evaluations and data collection. These two monitoring sources will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual quality assurance facility reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, quality assurance facility evaluations and/or other data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random quality assurance facility evaluations for cleanliness, condition and functionality based on the ASM—Customer Care Standards. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff quality assurance facility evaluations.

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

IV. SCORECARDS

Scorecards contain an overview of the grading system and the performance targets for several areas. **Performance targets** have been set within each scorecard based on achievable scores from previous surveys, mystery shops or quality assurance facility evaluations (see subsequent section on **Performance target Definitions**). Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established. The Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures, and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target. The measurement of performance for some areas may be based upon one or a combination of measurement sources.

Using these results, the Port Authority can provide recognition for continued high-level **Satisfactory** performance or enact remedial actions (e.g., contract renegotiation or termination) for continued under-performance for areas that **Needs Improvement**.

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

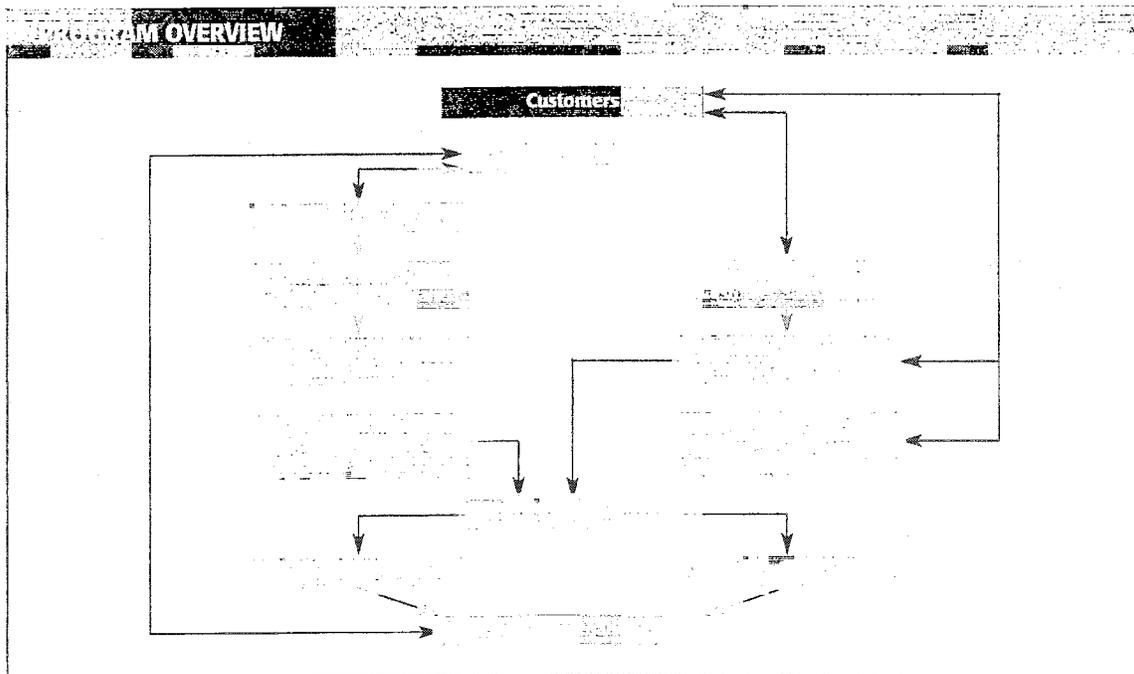


Figure 4

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

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

A. Applicable Airport Elements

The following is a list of existing scorecards measuring courtesy of employees:

- Concessions (retail, food & beverage)
- Security Screening
- Departure Curbside
- Welcome Centers including Customer Care Representatives
- Parking Lot and Garage Services
- Taxi Dispatch
- On Airport Bus

The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:

Concessions (retail, food & beverage)	Taxi Dispatch Service
Flight Check-in Areas	AirTrain Stations/Vehicles
Parking Lots and Garage Services	On-Airport Bus
Gate Lounges	Restrooms
Security Screening	Corridors/Walkways/Elev./Escal.
Departure Curbside	Arrival Curbside
Baggage Claim Area	Welcome Centers

The following is a list of wait or process times and what functions they are collected for:

Bag Claim	Taxi Dispatch Service
Check-in	Parking Lot Exit
TSA Security Checkpoint	CBP US Entry

B. Performance Target Definitions

The **Performance Target Definition** for Customer Satisfaction and Mystery Shopping that appears in each Scorecard is uniformly calculated for any airport element being evaluated:

- **Customer Satisfaction Performance Target (Range)**

It is based on the average of the **highest** departure passenger satisfaction score from **each airport** for the airport element being evaluated. This **average** serves as the **highest value** of the performance target range. By subtracting 5 percentage points from the upper bound, we obtain the **lowest value** of the range. The Performance Target will never be more lenient (**lower**) than the prior year's target range.

- **Mystery Shopping Performance Target**

It is based on a rolling 6-month average of the mystery shopping deficiency counts for a given airport element from each airport. The lowest deficiency count for each airport is then averaged to become the Performance Target. The Performance Target will never be more lenient (**higher**) than the prior year's target.

The **Performance Target Definition** for the Quality Assurance Facility Evaluation varies depending on the airport element measured.

- **Quality Assurance Performance Target**

It is based on the average number of deficiencies allowable per measurement unit. It is calculated as a ratio of the number of deficiencies to number of units across all terminals or applicable areas at the airports. The Performance Target will never be more lenient (**higher**) than the prior year's target.

The measurement unit and allowable deficiencies varies by the airport element being evaluated and are subject to change. The current unit definitions are listed below:

- Restrooms: Fixtures (toilet stalls, urinals and sinks). *One deficiency allowable for approximately every 8 fixtures.*
- Gates: Square footage. *One deficiency for approximately every 8,400 sq. ft. of gate space.*
- Flight Check-in Area: Square footage. *One deficiency for approximately every 2,700 sq. ft. of check-in space.*
- Concessions: Square footage. *One deficiency for approximately every 1,400 sq. ft. of concessions space.*
- Screening Area: Number of security lanes. *One deficiency for approximately every 2 security lanes within the screening area.*

Airport Performance Measurement Program (APMP) (continued)

- Baggage Claim: Square footage. *One deficiency for approximately every 4,400 sq.ft. of baggage claim space.*
- Departure Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of departure curbside space.*
- Arrival Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft of arrival curbside space.*
- Corridors/Walkways/Elevators/Escalators: Number of Corr/WW/Elev/Escal. *One deficiency for approximately every 3 Corridor/Walkway/Elevator/Escalator units.*
- Welcome Centers: Number of Welcome Centers. *1.5 deficiencies per Welcome Center.*
- Parking Lot and Garage Services: Number of parking spaces at lots/garages. *One deficiency allowable for approximately every 340 parking spaces.*
- Taxi Dispatch Service: Number of taxi dispatches. *Two deficiencies for each taxi dispatch booth.*
- On-Airport Buses: Number of buses in operation during peak periods. *One deficiency per bus.*
- AirTrain Stations: Square footage. *One deficiency allowable for approximately every 4,600 sq. ft. of station area.*
- AirTrain Vehicles: Number of vehicles in operation during peak periods. *One deficiency for every 12 vehicles.*

For all three monitoring tools (Customer Satisfaction, Mystery Shopping and Quality Assurance Facility Evaluation) the Actual Performance is compared against the Performance Target. If the Actual Performance is THE SAME OR BETTER than the Performance Target, the result is **Satisfactory**. If the Actual Performance is WORSE than the Performance Target, the result is **Needs Improvement**.

C. Scorecards Descriptions & Methodology

• A Sample Needs Improvement Scorecard [Figure 5]

2007 Performance							
Gates	Gate Sq. Ft.	Avg. Mvmt. Per Day	Avg. Mvmt. Per Gate Per Day	Outbound Pax. 12 Months Ending June 2007	Avg. Sq. Ft. Gate Area	Sq. Ft. Average Daily Pax	IATA Level of Service
38	43,500	457	13	6,949,150	1,145	2.3	F
		Customer Satisfaction (% Highly Satisfied)	Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)		
		Overall	Condition		Standards Missed - All Items		
Timeframe		Annual - June 2007	6-Mon. Rolling Average - June 2007		Annual - April 2007		
Actual Score		38	4		51		
Performance Target (PT)		53-58	2		29		
Specific Results		Needs Improvement		Needs Improvement			
Overall Progress Since 2006		<p>Customer Satisfaction Score increased 1% point, remaining at Needs Improvement Mystery Shopping Deficiencies increased 1 point, remaining at Needs Improvement Quality Assurance Deficiencies unchanged, remaining at Needs Improvement</p>					
Notes/Recommendations							
<ul style="list-style-type: none"> • Cleaning up the terminal/gate areas, improving/upgrading facilities, offering more comfortable seating, a larger gate area to reduce crowding, more frequent updates when there are delays, better lighting, more WiFi connections, more electrical outlets and more entertainment options are all key items that air passengers say needs attention in order to improve their rating of the terminal. Comfortable seating, cleanliness/condition of the gate area and concessions offerings near the gate area are rated lower than other gate elements, more so among business travelers. • Remove heavy accumulation of dust at ceiling vents/fixtures, everywhere. More frequent cleaning of gate areas needed, especially during peak times (paper/food/ debris/residue on floor/seats, windows smeared/smudged and debris on window sills at many gates, phones have adhesive residue and dust – C9 phone bank damaged). • Replace all damaged and/or missing ceiling tiles (present at most gates), ceiling damaged at A2, D10, HVAC cover damaged at C3). Repair scuffed/scratched/scraped/ gouged walls/columns/doors in all concourses (e.g., wall vinyl curling/damaged at A7/ B1/ B3/C2/D1 outlet covers missing at A6, walls gouged at A1). • Clean carpet in all gate hold areas to remove stains; also repair torn/worn/damaged carpet/floor at A2/A3 – trim strip missing, A7 – carpet taped and matted, stairs worn at B5A, B7 & B8. • Some seating torn at A5-6, B1, B2, B7, C2, C4-6, D2, D6. Counters/podiums chipped/worn at most gates, some also have adhesive residue (graffiti on C5 jetway counter). • Many non-working ceiling lights and/or missing light covers (e.g., A1, B4, C1-3, C5-6, C11). Lighting insufficient relative to IES standards at gates A5, B1-3, C10-11, D1-10. 							

Figure 5

Airport Performance Measurement Program (APMP) (continued)

• A Sample Satisfactory Scorecard [Figure 6]

#Curbside Check-in Locations	Outbound Domestic Passengers 12 Months Ending June 2007		Outbound International Passengers 12 Months Ending June 2007		Curbside		
	%	Total #	%	Total #	Total Sq. Ft.	Length	Width
4	41%	1,029,798	59%	1,494,324	25,650	855	30
OTHER INFORMATION							
	Customer Satisfaction (% Highly Satisfied)	Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)			
	Condition/Cleanliness	Courtesy	Condition	Standards Missed			
Timeframe	Annual - June 2007	6-Mon. Rolling Average - June 2007		Annual - April 2007			
Actual Score	62	1	2	13			
Performance Target (PT)	60-65	1	3	17			
Specific Results							
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 5% point, remaining Satisfactory. Mystery Shopping Deficiencies changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory. Quality Assurance Deficiencies increased 5 points, remaining Satisfactory.</p>						
Notes/Recommendations							
<ul style="list-style-type: none"> • Passengers tell us that reducing the traffic congestion at the curbside is one way to improve their ratings of the terminal. International and leisure travelers are more satisfied with their departure curbside experience than others. • On most occasions, skycaps are attentive and offered a warm, friendly greeting, but on two occasions they were inattentive and unfriendly. • Roadways and walkways stained (also gum on walkways) and cracked in places. Terminal entry doorways had residue at bottom and small glass and frames are chipped/scratched. Windbreaker at doorway #3 needs cleaning; broken glass near doorway #2. • Skycap counters have adhesive residue and are scratched. 							

Figure 6

The Scorecards are created by the Aviation Department based on the information obtained through various measurement sources. The top portion of the Scorecard presents background information for the particular airport element being evaluated, providing a backdrop to better understand the airport environment that existed during the measurement cycle. The middle portion of the Scorecard presents current and trended ratings for the airport element being evaluated for the period under review. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. The bottom portion of the Scorecard highlights specific areas that should be addressed via capital planning improvements, customer care training programs, and discussions with contractor management regarding performance review and enhancement. Below is a description of how the targets are set for each of the measurement methods and interpretation of the results.

- **Customer Satisfaction Survey:** The customer satisfaction survey is conducted annually. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 53-58 percent. The gate areas (38%) are deemed unacceptable because its score is not within the acceptable range, thereby receiving a classification of **Needs Improvement**. **Figure 6** illustrates a scorecard in which all targets have been met or exceeded (62 is within the range 60-65) and therefore performance is rated as **Satisfactory**.
- **Mystery Shopping:** Mystery Shopping is performed semi-monthly, with each terminal being shopped twice per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops (i.e., deficiencies). The lower the number missed, the better the score. Each functional area's score for the six-month period preceding the issuance of the scorecard constitutes its "rolling average." The lowest "rolling average" score in each functional area from each airport is averaged to obtain the **Performance Target** score. To be considered Satisfactory, the area must equal or fall below the target. In **Figure 5**, the deficiencies (4) exceeds the Performance Target (2), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies for courtesy and condition (1 and 2, respectively) are equal to or less than the Performance Targets (1 and 3, respectively) and are deemed **Satisfactory**.
- **Quality Assurance Facility Evaluations:** The quality assurance facility evaluation is performed semi-annually. The scoring for the quality assurance facility evaluation is based on the number of standards missed (i.e., deficiencies). Much like mystery shopping, the goal is to have the lowest score possible. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement (for detailed information, please refer to the prior section entitled "**Quality Assurance Performance Target**"). By taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria, we calculate the quality assurance facility evaluation **Performance Target** score. This provides a pro-rated score that is applied to each terminal or location to assess its performance relative to the rest of the airports. The total number of deficiencies is summed and divided by the total number of units across the airports providing a "per unit" number of acceptable deficiencies. This score is then multiplied by the number of units per functional area to determine the target number (upper limit) of deficiencies. In **Figure 5**, the deficiencies (54) exceeds the **Performance Target** (29), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies (13) falls under the Performance Target (17) and is deemed **Satisfactory**.

1.0 - Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees. ***All standards in this section are high priority.***

Standards of Employee Attitude, Appearance, Awareness and Knowledge

All employees will meet or exceed the following standards:

1.1 Attitude, all employees shall:

- 1.1.1 Greet all customers in a friendly and professional manner.
- 1.1.2 Address customers proactively—be friendly and approachable—anticipate customer’s needs. Customers and passengers shall not have to initiate contact.
- 1.1.3 Display a smile and eye contact towards passengers and fellow employees at all times.
- 1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.5 Be capable of communicating clearly when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and a pleasant tone of voice with customers and fellow employees.
- 1.1.8 Make every effort to satisfy customers’ needs, even when those needs are outside the employee’s specific job scope.
- 1.1.9 Focus on customers and not gather in a group to chat while on duty.
- 1.1.10 Not eat, drink, (including alcoholic beverages), chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- 1.1.11 Assure that the customers’ needs are met by providing or calling for the appropriate services.
- 1.1.12 Not nap or sleep while on duty or in a public area.
- 1.1.13 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge (continued)

1.2 Appearance, all employees shall:

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

1.3 Awareness, all employees shall:

- 1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.
- 1.3.2 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.
- 1.3.3 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.
- 1.3.4 Ensure that all AOA doors and gates are closed properly after each use.
- 1.3.5 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
- 1.3.6 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.
- 1.3.7 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
- 1.3.8 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.
- 1.3.9 Report any item or area that is in need of repair to the appropriate airport representative.
- 1.3.10 Report any alarm for security or fire to the Port Authority Police or other law enforcement personnel through the appropriate airport protocol.
- 1.3.11 Report the illegal solicitation of ground transportation services by unauthorized personnel ("Hustlers") to the Port Authority Police.

1.0 – Employee Attitude, Appearance, Awareness and Knowledge (continued)

1.4 Knowledge, all employees shall:

- 1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- 1.4.2 Convey accurate information using clear and understandable terms.
- 1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
- 1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.
- 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)
- 1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

2.0 - Curbside

Curbside General Requirements

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

2.1 Standards of Cleanliness

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

2.2 Standards of Condition

- 2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}
- 2.2.2 Entrance and exit doors shall be maintained in good working order. {R}
- 2.2.3 All glass shall be in good condition with no visible damage. {R}
- 2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}
- 2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

2.0 – Curbside (continued)

2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}

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

2.2.10 Snow and ice shall be removed from walkways and roadways. {H}

2.2.11 Roadways shall be well maintained and free of potholes. {R}

2.3 Standards of Functionality

2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}

2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}

2.3.3 Public address systems shall be clear and audible. {R}

2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}

2.3.5 All doors shall operate properly. {R}

2.3.6 All curbside computer equipment shall be in good working order. {R}

2.3.7 All baggage conveyor belts and curtains shall be in good working order with no visible broken parts. {R}

2.4 Signs, Directions, and Information

2.4.1 Directional signs shall be visible, legible and accurate. {R}

2.4.2 Signs shall clearly indicate the location of services. {R}

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

2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}

2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.0 - Flight Check-In Areas

Flight Check-In Area General Requirements

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

3.1 Standards of Cleanliness

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

3.0 – Flight Check-in Areas (continued)

3.2 Standards of Condition

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

3.3 Standards of Functionality

- 3.3.1 Flight Information Display System (FIDS) monitors shall be in working order. {R}
- 3.3.2 Telephones shall be in working order. {R}
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Terminal Ticket Counter – 45-foot candles. {R}

3.0 – Flight Check-in Areas (continued)

- 3.3.4 Stanchions, ropes, “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}
- 3.3.5 Public address system shall be clear and audible in the check-in area. {H}
- 3.3.6 All baggage conveyor belts shall be in working order with no visible broken parts. {R}
- 3.3.7 All self-service kiosks shall be in good working order with no visible broken parts. {R}
- 3.3.8 Check-in wait time shall not exceed ten (10) minutes during peak periods. {R}

3.4 Signs, Directions, and Information

- 3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}
- 3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}
- 3.4.4 Customers shall be informed in a timely manner of flight delays via Flight Information Display Systems (FIDS), through appropriate public announcements and other *e-methods* used by the industry. {R}

4.0 - Walkways/Corridors/Elevators/Escalators

4.1 Standards of Cleanliness

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

4.2 Standards of Condition

- 4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 4.2.2 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 4.2.3 All light fixtures shall be in working order with no visible broken parts. {R}
- 4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}
- 4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}
- 4.2.6 Elevator button lights and switches shall be in good condition. {R}

4.0 – Walkways/Corridors/Elevators/Escalators (continued)

- 4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}
- 4.2.8 Water fountains shall have no visible broken parts. {R}
- 4.2.9 Corridors and walkways shall be free of obstructions. {R}
- 4.2.10 Heating and air conditioning units shall be in working order. {R}
- 4.2.11 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

4.3 Standards of Functionality

- 4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}
- 4.3.2 Elevator button lights and switches shall be operational. {R}
- 4.3.3 Public address system shall be in working order and audible from all areas. {H}
- 4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles. {H}
- 4.3.5 Water fountains shall be in good working order. {R}

4.4 Signs, Directions, and Information

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

5.0 - Passenger and Baggage Screening Areas

This standard will apply to both arriving and departing passenger and baggage screening areas, which are under the jurisdiction of the Transportation Security Administration (TSA) and Customs and Border Protection (CBP).

5.1 Standards of Cleanliness

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

5.2 Standards of Condition

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

5.0 – Passenger and Baggage Screening Areas (continued)

5.3 Standards of Functionality

- 5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery, bins and aids shall be maintained and in working order. {H}
- 5.3.2 Stanchions, ropes and “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}

5.4 Departure Screening Wait Times

- 5.4.1 Queue time at the departing passenger screening areas on average shall not exceed ten (10) minutes. {H}
- 5.4.2 Queue time for passengers at the departing baggage screening areas on average shall not exceed ten (10) minutes. {H}

5.5 International Arrivals Clearance Wait Times

- 5.5.1 The United States Customs and Border Protection (CBP) has established one (1) hour, including wait time, as a standard for clearing formalities for passengers going through primary process. {H}

5.6 Signs, Directions, and Information

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

6.0 - Restrooms

Restrooms General Requirements

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

6.1 Standards of Cleanliness

- 6.1.1 Floors shall be free of debris and stains and appear clean. {R}
- 6.1.2 Floors shall be dry, free of spills or water. {H}
- 6.1.3 Unpleasant odors shall not be detected. {R}
- 6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}
- 6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}
- 6.1.6 Entranceways and doors shall be clean and free of debris. {R}
- 6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}
- 6.1.8 Urinals shall be clean and free of debris. {R}
- 6.1.9 Tiles and walls shall be clean. {R}
- 6.1.10 Soap dispensers shall be clean and free of soap scum. {R}
- 6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}
- 6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 6.1.13 Sanitary dispensers shall be clean. {R}
- 6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.0 – Restrooms (continued)

- 6.1.15 Baby changing stations shall be clean. {R}
- 6.1.16 All walls, doors and partitions shall be clean. {R}
- 6.1.17 Ceilings shall be clean and free of dust. {R}
- 6.1.18 Countertops shall be clean and free of debris and pooling water. {R}

6.2 Standards of Condition

- 6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}
- 6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}
- 6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}
- 6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}
- 6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}
- 6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}
- 6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}
- 6.2.8 Soap dispensers shall be in good condition. {R}
- 6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}
- 6.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}
- 6.2.12 Trash and sanitary receptacles shall be in good condition. {R}
- 6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}
- 6.2.14 All walls, doors and partitions shall be free of graffiti, scratches and peeling paint. {R}
- 6.2.15 Ceilings shall be free of cracks and stains. {R}

6.0 – Restrooms (continued)

- 6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}
- 6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

6.3 Standards of Functionality

- 6.3.1 Public address system shall be clear and audible in the restroom areas. {H}
- 6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}
- 6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Restrooms – 23 foot-candles. {H}
- 6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}
- 6.3.5 Toilets and urinals shall be in working order. {H}
- 6.3.6 Door locks and latches shall be in working order. {H}
- 6.3.7 Sink drains and faucets shall be in working order. {R}
- 6.3.8 Baby changing stations shall be in working order. {H}
- 6.3.9 Sanitary dispensers shall be filled and in working order. {R}
- 6.3.10 Soap dispensers shall be in working order and have soap available. {R}
- 6.3.11 Unpleasant odors shall not be detected. {R}

6.4 Signs, Directions, and Information

- 6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}
- 6.4.4 If sanitary dispensers are not available in the restrooms, an appropriate sign in the restroom shall reflect the nearest place to purchase these items. {R}

7.0 - Gate Areas

Gate Areas General Requirements

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

7.1 Standards of Cleanliness

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

7.2 Standards of Condition

- 7.2.1 Seating shall be free of rips, tears and broken parts. {R}
- 7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}
- 7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

7.0 – Gate Areas (continued)

- 7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}
- 7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}
- 7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 7.2.7 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 7.2.8 All light fixtures shall be in working order with no visible broken parts. {R}
- 7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}
- 7.2.10 Heating and air conditioning units shall be in good working condition. {R}
- 7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good working condition, with no visible damage or broken parts. {R}
- 7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

7.3 Standards of Functionality

- 7.3.1 The Public Address System shall be clear and audible at all times. {H}
- 7.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Gate Areas – 38 foot-candles.** {H}
- 7.3.3 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}
- 7.3.4 Telephones shall be in working order. {R}
- 7.3.5 Television monitors shall be clear, visible and in good working condition. {R}
- 7.3.6 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

7.4 *Signs, Directions, and Information*

- 7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}
- 7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.4.3 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

8.0 - Retail Services

8.1 Standards of Cleanliness

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

8.2 Standards of Condition

- 8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 8.2.3 Entranceways shall be in good condition, free of marks, scratches or any visible damage. {R}
- 8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}
- 8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 8.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}
- 8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}
- 8.2.10 Stock shall be stored out of view of customers and stored within one (1) hour of delivery. {R}

8.0 – Retail Services (continued)

- 8.2.11 Ceilings shall not be stained or have any broken tiles. {R}
- 8.2.12 Employees' personal belongings shall not be visible to customers. {R}
- 8.2.13 Heating and air conditioning units shall be in good working order. {R}
- 8.2.14 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}

8.3 Standards of Functionality

- 8.3.1 In the event of flight delays, essential services shall remain open for passengers in the terminal after normal business hours. {H}
- 8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Retail – 72 foot-candles. {H}
- 8.3.3 Music system shall be in a clear and audible working condition with appropriately set volume level. {H}
- 8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}
- 8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

8.4 Signs, Directions, and Information

- 8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}
- 8.4.2 Operators shall prominently display "Street Pricing" signing. {R}
- 8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}
- 8.4.4 Tip receptacles are not permitted. {R}
- 8.4.5 Hours of operations shall be prominently displayed and fully observed. {R}
- 8.4.6 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}
- 8.4.7 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.0 – Retail Services (continued)

- 8.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}
- 8.4.9 Retail areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}
- 8.4.10 When a retail outlet is closed for unscheduled reasons, appropriate signs shall be posted advising customers of the nearest, similar operating retail outlet. {R}
- 8.4.11 There shall be no unauthorized postings. {R}
- 8.4.12 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

8.5 Standards of Retail Employees

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

- 8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}
- 8.5.2 Employees shall always offer customers a receipt and say “thank you” or an appropriate pleasant closing. {R}
- 8.5.3 Employees shall always give correct change. {R}
- 8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}
- 8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 8.5.6 Any complaints shall be dealt with promptly. {R}
- 8.5.7 Employees shall have appropriate knowledge of items being sold. {R}
- 8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

8.6 Standards of Product

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

9.0 - Food & Beverage Services

9.1 Standards of Cleanliness

- 9.1.1 All areas in the establishment shall be clean and well maintained. {R}
- 9.1.2 Debris shall be removed from tables and counters within two minutes. {R}
- 9.1.3 Area shall be free of unpleasant odors. {R}
- 9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 9.1.5 Entranceways and frames shall be free of smudges, dirt and grime. {R}
- 9.1.6 Ceilings shall be clean and free of dust. {R}
- 9.1.7 Glass windows and display cases shall be clean. {R}
- 9.1.8 All food used for display purposes shall be changed regularly. {R}
- 9.1.9 Sales and cashier areas shall appear organized and clean. {R}
- 9.1.10 Tray slides shall be clean. {R}
- 9.1.11 Trays shall be sanitized after every use. {H}
- 9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}
- 9.1.14 All visible cooking equipment shall be clean. {R}
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 9.1.16 Heating and air conditioning units and vents shall be clean and free of dust. {H}
- 9.1.17 Television monitors shall be clean and free of dust. {R}

9.0 – Food & Beverage Services (continued)

9.2 Standards of Condition

- 9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}
- 9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 9.2.3 Entranceways and frames shall be in good condition, free of marks, scratches or any visible damage. {R}
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}
- 9.2.6 Ceilings shall be free of stains and broken tiles. {R}
- 9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}
- 9.2.8 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}
- 9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}
- 9.2.11 Employees' personal belongings shall not be visible to customers. {R}
- 9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}
- 9.2.13 Television monitors shall be clear, visible and in good working condition. {R}

9.3 Standards of Functionality

- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}
- 9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candies.** {H}
- 9.3.3 Music system shall be clear and audible with appropriately set volume level. {H}

9.0 – Food & Beverage Services (continued)

- 9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}
- 9.3.5 Heating and air conditioning units shall be in working order. {R}

9.4 Signs, Directions, and Information

- 9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}
- 9.4.2 Operators shall prominently display “Street Pricing” signing. {R}
- 9.4.3 Tip receptacles are not permitted. {R}
- 9.4.4 Operators shall clearly display a telephone number for customer complaints or compliments. {R}
- 9.4.5 Hours of operations shall be prominently displayed and fully observed. {R}
- 9.4.6 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}
- 9.4.7 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 9.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}
- 9.4.9 Food and Beverage areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}
- 9.4.10 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}
- 9.4.11 There shall be no unauthorized postings. {R}

9.5 Standards of Food and Beverage Employees

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

- 9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}
- 9.5.2 Employees shall always provide customers with a receipt and “thank you” or an appropriate pleasant closing. {R}

9.0 – Food & Beverage Services (continued)

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

9.6 Standards of Product

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

10.0 - Baggage Claim

Baggage Claim General Requirements

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Public Address System (PAS) shall be available. {H}
- c) Information display on baggage belt shall be available. {R}

10.1 Standards of Cleanliness

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

10.2 Standards of Condition

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

10.0 – Baggage Claim (continued)

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

10.3 Standards of Functionality

- 10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}
- 10.3.2 The Public Address System shall be clear and audible. {H}
- 10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}
- 10.3.4 Television monitors shall be in good working condition. {R}
- 10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles.** {H}
- 10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}
- 10.3.7 Speed of arrival baggage delivery shall be consistent with industry practice ;and may vary depending on load factors, where the aircraft is parked (terminal gate or remote parking location), domestic or international flights but in all cases baggage delivery shall not exceed:
 - For all aircraft, the first bag shall be delivered within fifteen (15) minutes after block time or after the first passenger arrives in the baggage claim area. {H}
 - For narrow-body aircraft, the last bag shall be delivered within thirty (30) minutes after block time. {H}
 - For wide-body aircraft, the last bag shall be delivered within fifty (50) minutes after block time. {H}

10.0 – Baggage Claim (continued)

10.3.8 Accuracy of baggage delivery shall not exceed monthly average of mishandled baggage as published by the US DOT Air Travel Consumer Report. {H}

10.4 Signs, Directions, and Information

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

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

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.0 - Ground Transportation & Welcome Centers

11.1 Standards of Cleanliness

Welcome Centers

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

On-Airport Bus Services

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

Permittee Services

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

11.0 – Ground Transportation & Welcome Centers (continued)

Bus Shelters

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

11.2 Standards of Condition

Welcome Centers

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

Airport Bus and Permittee Services

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

11.0 – Ground Transportation & Welcome Centers (continued)

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

Permittee Services

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

Bus Shelters

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

11.3 Standards of Functionality

Welcome Centers

- 11.3.1 All customer care representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}
- 11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}
- 11.3.3 All buses must be equipped with automated recording announcements or the bus drivers must make audible announcements of the airport terminal or bus stops. {H}
- 11.3.4 Computers and monitors shall function properly, {R}
- 11.3.5 All telephones, including self-service telephones, shall function properly. {R}

11.0 – Ground Transportation & Welcome Centers (continued)

On-Airport Bus Services

- 11.3.6 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.7 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.8 Doors shall operate properly and easily. {H}
- 11.3.9 Waiting time during peak periods shall not exceed fifteen (15) minutes. {R}
- 11.3.10 Public Address systems and announcements shall be clear audible, and up to date. {R}
- 11.3.11 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

Permittee Services

- 11.3.12 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.13 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.14 Only authorized permittees shall make pick-ups at designated areas. {R}

11.4 Signs, Directions and Information

Welcome Centers

- 11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.2 Welcome Center waiting area shall be clearly identified. {R}
- 11.4.3 All transportation information shall be accurate and up to date. {H}
- 11.4.4 All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.0 – Ground Transportation & Welcome Centers (continued)

On-Airport Bus Services

- 11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}
- 11.4.6. Pick-up locations shall be clearly designated. {R}
- 11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}
- 11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

Bus Shelters

- 11.4.10. Bus wait times shall be prominently displayed. {R}
- 11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

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

- 11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}
- 11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within fifteen (15) minutes of the agreed upon pick-up time at the Welcome Center. {R}

12.0 - Taxi Dispatch Service

12.1 Standards of Cleanliness

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

12.2 Standards of Condition

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

12.3 Functionality

- 12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}
- 12.3.2 Queues for taxi service shall not exceed twenty (20) customers on line or customers shall not wait more than ten (10) minutes. {H}

12.4 Signs, Directions, and Information

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

12.5 Standards of Taxi Dispatch Employees

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

- 12.5.1 Taxi dispatch employees must be knowledgeable regarding taxi fares, tolls and distances to locations. {H}
- 12.5.2 Taxi dispatch employees shall not solicit or accept any tips. {H}

13.0 - Parking Lots & Garage Services

13.1 Standards of Cleanliness

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

13.2 Standards of Condition

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

13.0 – Parking Lots & Garage Services (continued)

- 13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}
- 13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}
- 13.2.11 Striping shall be visible. {R}
- 13.2.12 Unattended baggage carts and wheelchairs shall be returned to dispenser racks or appropriate location promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 13.2.13 All fences and barriers shall be well maintained, rust free and properly secured. {R}

13.3 Standards of Functionality

- 13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations within twenty (20) minutes of the customer's request. {H}
- 13.3.3 All equipment shall be functioning and in good working order. {R}
- 13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}
- 13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}
- 13.3.6 Escalators and elevators shall be in working order. {R}
- 13.3.7 Elevator button lights and switches shall be operational. {R}
- 13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}
- 13.3.9 A "red light" shall be displayed indicating a closed lane. {R}
- 13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

13.0 – Parking Lots & Garage Services (continued)

13.4 Signs, Directions, and Information

- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.5 Signing for “help” phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.6 A plaque with the cashier’s name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}
- 13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

13.5 Standards of Parking Employees

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

- 13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}
- 13.5.2 Employees shall provide a “thank you” or an appropriate pleasant closing to every customer. {R}
- 13.5.3 Parking employees shall not solicit or accept any tips. {H}

14.0 - Construction

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

14.1 Standards of Cleanliness

- 14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}
- 14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

14.2 Standards of Condition

- 14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}
- 14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}
- 14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}
- 14.2.5 Floors shall be dry and free of spills or water. {R}
- 14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}
- 14.2.7 All light fixtures shall be in working order with no visible broken parts. {R}
- 14.2.8 No unpleasant odors shall be emitted from the construction site. {R}
- 14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}
- 14.2.10 Construction workers shall obtain and prominently display official identification. {H}

14.0 – Construction (continued)

14.3 Standards of Functionality

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

14.4 Signs, Directions, and Information

- 14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}
- 14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}
- 14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}
- 14.4.4 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

15.0 - Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers. All standards in this section are rated as high priority.

15.1 Standards for Representation

- 15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.
- 15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is airborne. The representative shall sign-in and sign-out with the Terminal Operator.
- 15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)
- 15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:
- a. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;
 - b. Name(s) of all authorized representative(s) on duty;
 - c. 24-hour telephone contact;
 - d. 24-hour fax number;
 - e. E-mail address;
 - f. Mailing address;
 - g. The name of ground handling company;
 - h. Name and contact of handling company's authorized representative;
 - i. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.
 - j. Provide website address for posting of information.

15.0 – Charter Operations (continued)

- 15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.
- 15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.
- 15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

15.2 Standards for Information

- 15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.
- 15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.
- 15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.
- 15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

15.3 Standards for Services in case of flight delay or cancellation

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

16.0 - Ramp and Airside Areas

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

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

16.1 Standards of Ramp Cleanliness

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

16.2 Standards of Equipment Cleanliness

- 16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}
- 16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}