



FOI#12317

LOCAL 74

Sal Alladeen
President

May 3, 2011

Via: Facsimile 212-435-7555The Port Authority of NY & NJ
225 Park Ave South
17th Floor
New York, NY 10003
Attn: Kathleen P. Bincoletto**Re: Freedom of Information Act**

Dear Ms. Bincoletto:

Local 74, United Service Workers Union, IUJAT is seeking a copy of the contract between the Port Authority and GatewayGroupOne, relating to the Customer Care Representatives at LaGuardia Airport.

I am seeking the newest agreement that would have the start date on or about April 12, 2011.

I am aware that there is certain information withheld from the copies that the Port Authority will provide. Please notify me as to the exact photocopying fee that will be required.

Please feel free to contact me at 718-729-7400.

Yours truly,

Richard Kolb, Grievance Chairman Local 74

36-36 33rd Street Suite 202, Long Island City, New York 11106 • Telephone 718-729-7400 • Fax 718-361-5931

RECEIVED 05-03-'11 09:17 FROM- 7187847616

TO- office of the secret P002/002

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

July 13, 2012

Mr. Richard Kolb
United Services Workers Union, Local 74
36-36 33rd Street, Suite 202
Long Island City, NY 11106

Re: Freedom of Information Reference No. 12317

Dear Mr. Kolb:

This is a response to your May 3, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of the agreement for customer care representatives between the Port Authority and Gateway Group One at LGA.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/12317-C.pdf>. Paper copies of the available records are available upon request.

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

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

Very truly yours,



Daniel D. Duffy
FOI Administrator

Attachment



THE PORT AUTHORITY OF NY & NJ

*Lillian D. Valenti
Director, Procurement*

April 5, 2011

Overnight Mail and Email kjelavia@gatewaygroupone.com

Attn: Mr. Kurus Elavia, CEO
Gateway Security, Inc.
604-608 Market St.
Newark, N.J. 07105

RE: CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT (JFK), NEWARK LIBERTY INTERNATIONAL AIRPORT (EWR), LAGUARDIA AIRPORT (LGA) AND STEWART INTERNATIONAL AIRPORT (SWF) – EQIB COLLECTIVE NUMBER 21266; CONTRACT NUMBER 4600008557; PURCHASE ORDER NUMBER 4500062285 FOR JFK; PURCHASE ORDER NUMBER 4500062287 FOR EWR; PURCHASE ORDER NUMBER 4500062286 FOR LGA; PURCHASE ORDER NUMBER 4500062288 FOR SWF; PURCHASE ORDER NUMBER 4500062289 FOR PARK AVENUE SOUTH-CENTRAL OFFICE LOCATION (PAS/COL)

Dear Mr. Elavia:

This letter will set forth the terms of the agreement (“Agreement”) between the Port Authority of New York and New Jersey (“Port Authority”) and Gateway Security, Inc (“Gateway” or “Contractor”) pursuant to which Gateway will provide Customer Care Representative and Management Services (CCR) at John F. Kennedy International, Newark Liberty International, LaGuardia, Stewart International Airports and Park Avenue South central office locations, subject to the provisions of this letter of award.

The Agreement between the parties shall consist of the following, stated in order of precedence in case of conflict or inconsistency:

1. this Letter of Award
2. Phase 2, Invitation for Bid signed by Gateway on January 12, 2011.
3. the following sections of the Contractor’s submittal dated October 13, 2010:
 - Tab 1, Letter of Transmittal;
 - Tab 2, Executive Summary;
 - Tab 3, Agreement of Terms of Discussion;

*One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427*



THE PORT AUTHORITY OF NY & NJ

- Tab 4, Contractor's Integrity Provisions;
 - Tab 6, Resumes;
 - Tab 8, 1-Management Approach, 2-Customer Service and Related Programs, 3-Experience, Technical Expertise, 4-Identity Check/Background Screening Plan;
 - Tab 10, Acknowledgement of Addenda;
 - Tab 11, Acceptance of Contract Terms and Conditions;
 - M/WBE Good Faith Efforts;
 - Tab 14, Gateway Training Matrix: Basic Training for New Hires, Supervisors and Port Authority Training.
4. the Contractor's responses dated October 27, 2010, January 18, 2011, January 24, 2011 and February 1, 2011 addressing the Port Authority's Request for Clarification letters dated October 25, 2010, January 14, 2011, January 21, 2011 and January 31, 2011, respectively.
 5. the Port Authority's Evaluation of Qualification Information Required to Be Eligible to Bid ("EQIB") Number 21266 entitled "Contract to Provide Customer Care Representatives and Management Services and Customer Assistance at John F. Kennedy International Airport, Newark Liberty International Airport, LaGuardia Airport and Stewart International Airport" and Addenda # 1, #2, #3, #4, #5 and #6, thereto issued by the Port Authority.

This Agreement shall be in effect for a five (5) year period commencing on April 12, 2011 at 12:01 a.m. and terminating on April 11, 2016 at 11:59 p.m. subject to earlier termination or extension as provided in the Agreement. In addition, this Agreement also contains a two-year Option Period and an additional one hundred twenty (120) day Extension Period that the Port Authority may elect to exercise.

For payment, invoicing and administrative purposes the following purchase order numbers and Contract administrators have been assigned to this Agreement:

1. JFK - Purchase Order Number 4500062285 - Ms. Hilda Perez who can be reached at 718-244-4103
2. EWR - Purchase Order Number 4500062287 - Ms. Felecia Davidson who can be reached at 973- 681- 4498
3. LGA - Purchase Order Number 4500062286 - Ms. April Gasparri who can be reached at 718-533-3627
4. SWF - Purchase Order Number 4500062288 - Ms. Rosemarie Borst who can be reached at 854-564-7200 ext 600
5. PAS/COL - Purchase Order Number 4500062289 - Ms. Maggi Villane who can be reached at 212-435-3749

Please ensure that a Certificate of Insurance is on file with the General Manager, Risk Management, The Port Authority of NY & NJ, 225 Park Avenue South, 12th Floor, New York, NY 10003. Reference insurance tracking number CITS#3561N and contract number 4600008557 when submitting this Certificate of Insurance.



THE PORT AUTHORITY OF NY & NJ

If you are in agreement with the above, please indicate such agreement by signing the duplicate originals of this Letter of Acceptance and returning both original copies to the attention of Mr. Larry Waxman at the address indicted on this letterhead. A copy is enclosed for your records.

Any questions concerning this award may be directed to Mr. Larry Waxman of the Port Authority's Procurement Department at 212-435-3951.

Very truly yours,

The Port Authority of New York and New Jersey

By: Lillian Valenti
Lillian Valenti

| | |
|--------------------|--------------------|
| APPROVED: | |
| FORM | TERMS |
| <u>[Signature]</u> | <u>[Signature]</u> |

Title: Director, Procurement Department

Date: April 7, 2011

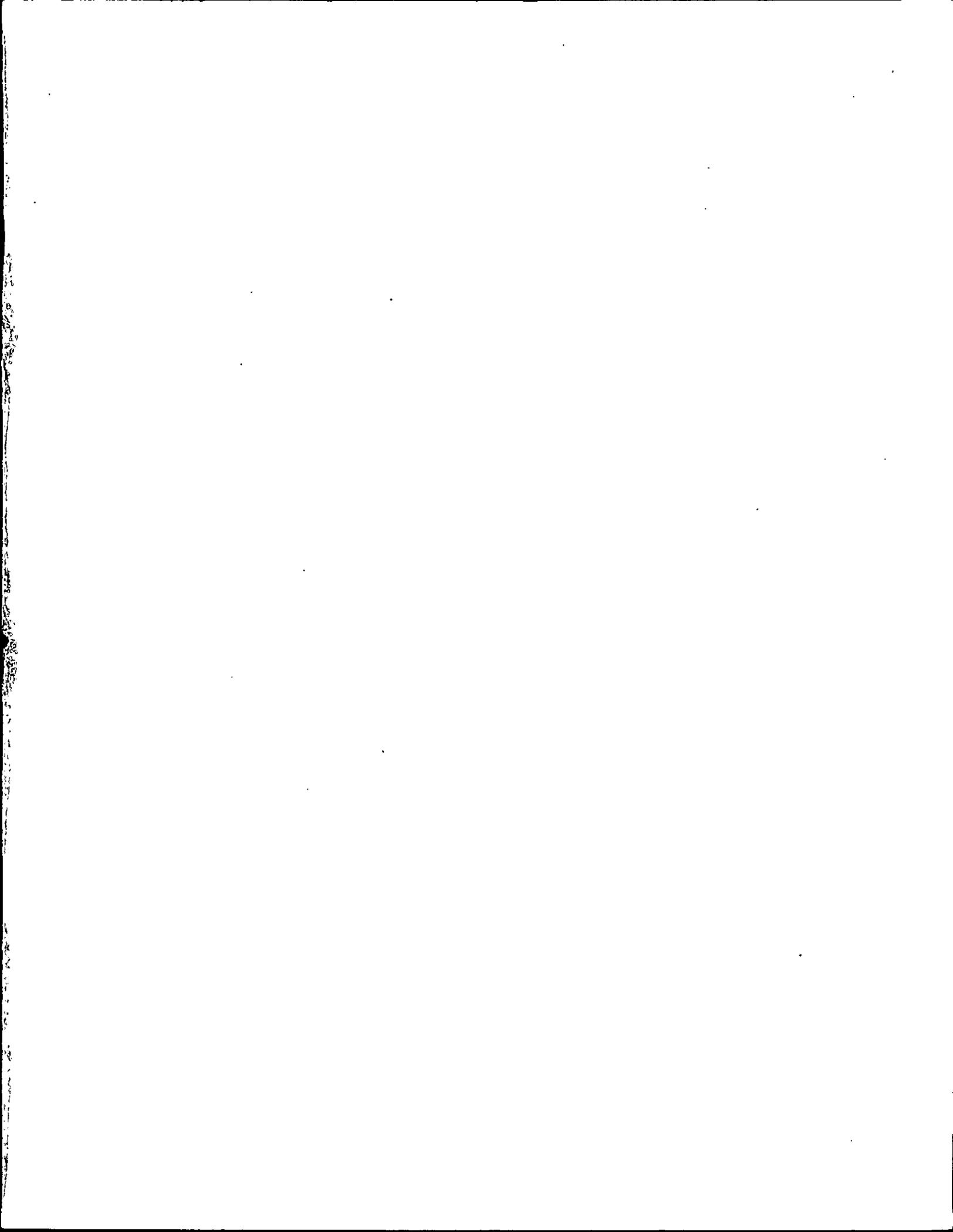
AGREED:

Gateway Security, Inc.

By: KURUS Glavia
(Print Name)

Title: C.E. O

Date: April 6, 2011





THE PORT AUTHORITY OF NY & NJ

December 8, 2010

Lillian D. Valenti
Director, Procurement

Via Email kjelavia@gatewaygroupone.com
And Overnight Mail

Atten: Mr. Kurus Elavia, CEO
Gateway Security, Inc.
604-608 Market St.
Newark, N.J. 07105

Re: PHASE 2: INVITATION FOR BID – CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT – EQIB COLLECTIVE NO. 21266

Dear Mr. Elavia:

The Port Authority of New York and New Jersey evaluated your qualification information and submittal and has qualified your company to participate in the above referenced item for Phase 2, the bid. Each company that is eligible to participate in Phase 2 will receive the attached Invitation to Bid by email on this date with a hard copy by overnight mail.

The bid is due on or before December 16, 2010, at 11:00 a.m. The bids shall be publicly opened and read in the bid room.

You are required to fill out and submit the enclosed bid package in its entirety and remit to:

The Port Authority of New York and New Jersey
One Madison Avenue
New York, NY 10010

Procurement Department 7th Floor
Attention: Bid Custodian .

Those individuals are delivering the subject bid, and or attend the bid opening are required to have valid photo identification as necessary to gain entrance into the building.

The awarded Contract to the lowest responsive, responsible Bidder, will be comprised of the Request for Evaluation Qualification Information Required to Be Eligible to Bid ("EQIB #21266"), your firm's response to the EQIB 21266, any subsequent correspondence or clarifications provided and the additional information contained in this letter (such as but not limited to: wage /salary/management fee breakdown sheets), the enclosed Invitation to Bid document and the pricing sheets. The bidding entity must be the same as the entity that submitted in PHASE 1.

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427



THE PORT AUTHORITY OF NY & NJ

Your pricing should reflect the quantities as stated above in accordance with bid sheets that are attached. Any additional personnel deemed necessary by your firm to manage /operate this contract will be at your firm's cost without reimbursement by the Port Authority.

Your company is required to countersign this letter, acknowledging and accepting its terms and conditions in order to have your bid considered and shall be submitted with your bid.

The Bidder(s) is (are) advised when submitting its bid (and pricing and any information) as requested in "Phase 2- The Bid" that any exception(s) taken by the bidder(s) to the Port Authority terms, conditions, and provisions in whole or in part are not acceptable by the Port Authority, and that the Port Authority terms, conditions, and provisions shall prevail. If any exception(s) are taken by the Bidder(s), the Bidder(s) is at risk by the Port Authority in deeming its bid rejected as non-responsive and an award issued to another company.

Sincerely,

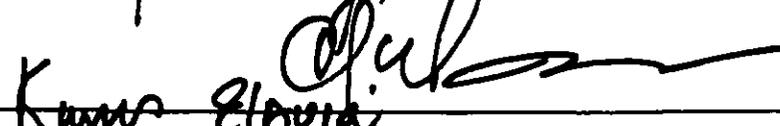

Larry Waxman
Manager

Technology and Operational Procurement Services Division
Procurement Department

ACKNOWLEDGED AND ACCEPTED,

Company name:

GATEWAY SECURITY, INC

By: 

Title: CEO

Date: Jan 12, 2011

EQIB #21266

ATTACHMENT B

FORM OF CONTRACT FOR FACILITY SERVICES

TABLE OF CONTENTS

| | |
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| PART III (A) | PRICE SHEETS |
| PART III (B) | CALCULATION OF AVERAGE HOURLY RATE FORM |
| | CALCULATION OF ANNUAL SALARIED POSITIONS FORM |
| | CALCULATION OF MONTHLY MANAGEMENT FEE FORM |

ATTACHEMENT B

PART III (A) - CONTRACTORS PRICE SHEETS

INSTRUCTIONS FOR ENTRY OF CHARGES

- A. The prices quoted shall be written in ink, preferably black, in figures where required in the spaces provided on the Pricing sheets attached hereto and made a part hereof.
- B. All Companies shall insure that all charges quoted for similar items in this Contract are consistent and meet the wage requirements set forth in this document.
- C. All Companies shall insure that all figures are inserted as required and that all computations made have been verified for accuracy.
- D. Companies are advised that the Port Authority may verify only that Bid or those Bids, which it deems appropriate and may not check each Bid submitted for computation errors. In the event errors in computations are made by the Companies, the Port Authority reserves the right to recompute any and all amounts set forth by the Companies in accordance with the figures submitted by the Contractor, and in the event of a discrepancy, the unit prices shall prevail.
- E. The "Five Year Total Estimated Contract Price" is for Bid comparison purposes only. Payment hereunder shall be on the basis of actual work performed in accordance with the terms and conditions of this Contract.

RESPONDENT'S NAME: GATEWAY SECURITY, INC.

PART III(A) - COST

SUMMARY SHEET - TOTAL BASE CONTRACT

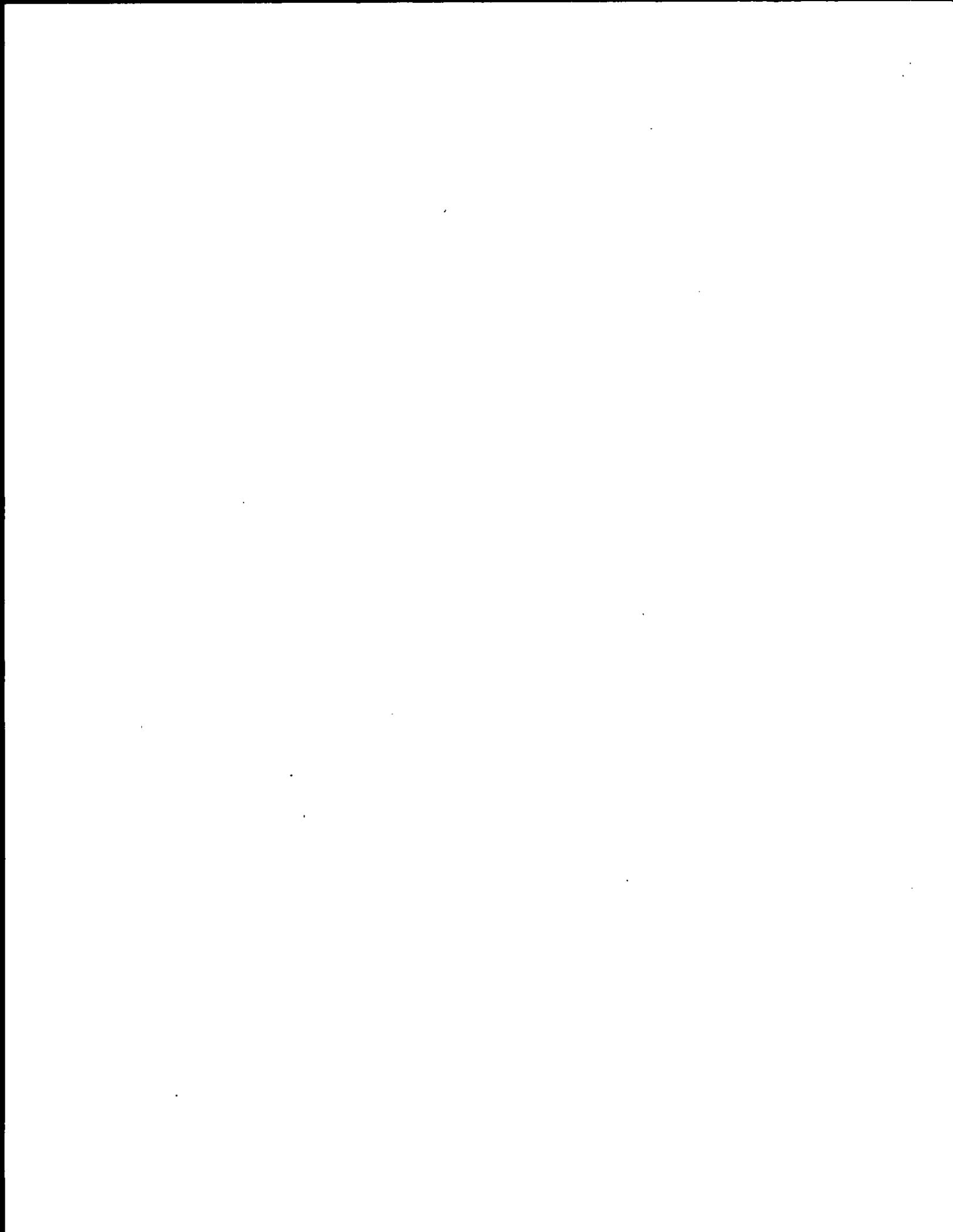
| | |
|---|-------------------------|
| A. Year One Estimated Total Annual Price | <u>\$ 13,702,234.51</u> |
| B. Year Two Estimated Total Annual Price | <u>\$ 13,818,715.63</u> |
| C. Year Three Estimated Total Annual Price | <u>\$ 13,947,651.39</u> |
| D. Years Four and Five Unadjusted Estimated Annual Price (Item C times 2) | <u>\$ 27,895,302.78</u> |
| E. Five Year Estimated Total Contract Price (Items A. + B. + C. + D.) | <u>\$ 69,363,904.31</u> |

Note: No direct reimbursement is provided in the contract for, among other things, the CCR Assistant Manager, CCR Manager, the Contract Representative, uniforms, office clerical staff, drivers for posting employees, office supplies, telephone service, etc. and accordingly the Contractor may want to include these costs in its Management Fee. In addition, in computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Annual Salaries are specified. Also, in computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly Wage and Benefits are specified.

Per Section of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by the Port Authority at JFK only.

97-11 NY E 1 1976 107

JULY 1976 107



RESPONDENT'S NAME: GATEWAY SECURITY, INC.

PART III(A) - PRICE SHEET
YEAR 1

| | Est. Annual Post | | | | |
|---|------------------|-----|-------------|--------------------|---------------------------|
| | Coverage Hours | | Hourly Rate | Est. Annual Charge | |
| A. Customer Care Representative | | | | | |
| JFK (a) Full-Time | 121,230 | x | \$ 22.42 | = | 2,717,976.60 |
| JFK (b) Part-Time | 13,470 | x | \$ 21.42 | = | 288,527.40 |
| Sum of a & b shall equal | 134,700 | Hrs | | = | 3,006,504.00 sum of a & b |
| LGA (c) Full-Time | 81,675 | x | \$ 21.76 | = | 1,777,248.00 |
| LGA (d) Part-Time | 9,075 | x | \$ 20.76 | = | 188,397.00 |
| Sum of c & d shall equal | 90,750 | Hrs | | = | 1,965,645.00 sum of c & d |
| EWR (e) Full-Time | 208,962 | x | \$ 22.24 | = | 4,647,314.88 |
| EWR(f) Part-Time | 23,218 | x | \$ 21.24 | = | 493,150.32 |
| Sum of e & f shall equal | 232,180 | Hrs | | = | 5,140,465.20 sum of e & f |
| SWF (g) Full-Time | 5,260 | x | \$ 20.70 | = | 108,882.00 |
| SWF (h) Part-Time | 590 | x | \$ 19.70 | = | 11,623.00 |
| Sum of g & h shall equal | 5,850 | Hrs | | = | 120,505.00 sum of g & h |
| Year 1 - Customer Care Representative Estimated Total (A) | 463,480 | | | | 10,233,119.20 |
| B. Summer Temporary Employee | | | | | |
| JFK | 6,000 | x | \$ 14.54 | | 87,240.00 |
| LGA | 3,000 | x | \$ 14.54 | | 43,620.00 |
| EWR | 6,000 | x | \$ 14.79 | | 88,740.00 |
| Year 1 - Summer Temporary Employee Estimated Total (B) | 15,000 | | | | 219,600.00 14.64 |
| C. Customer Care Representative Supervisor | | | | | |
| JFK (a) Full-Time | 19,710 | x | \$ 25.36 | = | 499,845.60 |
| JFK (b) Part-Time | 2,190 | x | \$ 24.36 | = | 53,348.40 |
| Sum of a & b shall equal | 21,900 | Hrs | | = | 553,194.00 sum of a & b |
| LGA (c) Full-Time | 11,826 | x | \$ 25.20 | = | 298,015.20 |
| LGA (d) Part-Time | 1,314 | x | \$ 24.20 | = | 31,798.80 |
| Sum of c & d shall equal | 13,140 | Hrs | | = | 329,814.00 sum of c & d |
| EWR (e) Full-Time | 37,449 | x | \$ 25.84 | = | 967,682.16 |
| EWR(f) Part-Time | 4,161 | x | \$ 24.84 | = | 103,359.24 |
| Sum of e & f shall equal | 41,610 | Hrs | | = | 1,071,041.40 sum of e & f |
| COL (g) Full-Time | 14,140 | 0 | \$ 25.36 | = | 358,590.40 |
| COL (h) Part-Time | 1,460 | x | \$ 24.36 | = | 35,565.60 |
| Sum of g & h shall equal | 15,600 | Hrs | | = | 394,156.00 sum of g & h |
| Year 1 - Customer Care Representative Supervisor Estimated Total (C) | 92,250 | | | | 2,348,205.40 |

| | | | | | |
|---------------------------|------------------------|---|-----------|---|------------|
| D. Monthly Management Fee | <u>*Monthly Charge</u> | | | | |
| JFK | \$ 16,571.04 | x | 12 months | = | 198,852.50 |
| LGA | \$ 13,557.73 | x | 12 months | = | 162,692.80 |
| EWR/SWF | \$ 18,523.92 | x | 12 months | = | 222,287.01 |

Year 1 - Monthly Management Fee Estimated Total (D) 583,832.31

E. Monthly Cost of Space (if any) 0 x 12 months = -

F. Fleet Operating Charge - Per Section of the Contract entitled "Vehicular Transportation Services", fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at John F. Kennedy International Airport at no charge to the Contractor.

| | Monthly Op. Charge per Vehicle | Number of Vehicles | Monthly Op. Charge | | | |
|-------------------|--------------------------------------|--------------------|-----------------------|---|-----------|-------------|
| a. JFK | | | | | | |
| 5-Passenger | \$ 1,580.00 | 2 | \$ 3,160.00 | x | 12 months | = 37,920.00 |
| 7-Passenger (H/C) | \$ 1,750.00 | 1 | \$ 1,750.00 | x | 12 months | = 21,000.00 |
| 15-Passenger | \$ 1,930.00 | 2 | \$ 3,860.00 | x | 12 months | = 46,320.00 |
| B. LGA | | | | | | |
| 5-Passenger | 1,468.68 | 1 | \$ 1,468.68 | x | 12 months | = 17,624.12 |
| 7-Passenger (H/C) | 1,949.56 | 1 | \$ 1,949.56 | x | 12 months | = 23,394.74 |
| 15-Passenger | 2,464.72 | 2 | \$ 4,929.44 | x | 12 months | = 59,153.33 |
| C. EWR | | | | | | |
| 5-Passenger | 1,572.45 | 1 | \$ 1,572.45 | x | 12 months | = 18,869.41 |
| 7-Passenger (H/C) | 1,916.67 | 1 | \$ 1,916.67 | x | 12 months | = 23,000.00 |
| 15-Passenger | 1,949.89 | 3 | \$ 5,849.67 | x | 12 months | = 70,196.00 |

Year 1 - Fleet Operating Charge (F) 317,477.60

Estimated Total - Year 1 of 5-Year Base Amount (A) + (B) + (C) + (D) + (E) + (F) = 13,702,234.51
 (Thirteen Million Seven Hundred Two Thousand Two Hundred Thirty Four Dollars and Fifty One Cents)
 (Please express in words and figures)

*Note: These items subject but not limited to; CCR Assistant Manager salary, CCR Manager salary, the Contract Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The proposer is encouraged to include these costs in the Management Fee. In computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Annual Direct Salaries are specified.

** Note: In computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly Wage and Benefits are specified.

RESPONDENT'S NAME GATEWAY SECURITY, INC.

810 NUMBER

EQ18 # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JFK - CUSTOMER CARE REPRESENTATIVES
YEAR 1**

| | FULL-TIME | PART-TIME |
|---|-------------------------|-------------------------|
| NUMBER OF EMPLOYEES | \$ 58 | 16 |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ 13.48 | \$ 13.48 |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ 1.00 | \$ - |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 11 | \$ 0.20 11 |
| VACATION ALLOWANCE | \$ 0.55 10 | \$ 0.55 10 |
| SICK TIME ALLOWANCE | \$ 0.16 3 | \$ 0.16 3 |
| PENSION | \$ - | \$ - |
| WELFARE | \$ - | \$ - |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | \$ - |
| SUB TOTAL (ITEM # 3) | \$ 0.91 sub total 3 | \$ 0.91 sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | \$ 1.26 | \$ 1.26 |
| N.Y.S.U.I./M.J.S.U.I. | \$ 0.61 | \$ 0.61 |
| F.U.I. | \$ 0.13 | \$ 0.13 |
| WORKERS' COMPENSATION | \$ 0.25 | \$ 0.25 |
| GENERAL LIABILITY INSURANCE | \$ 0.31 | \$ 0.31 |
| DISABILITY INSURANCE | \$ 0.04 | \$ 0.04 |
| OTHER TAXES AND INSURANCE SPECIFY <u>N/A</u> | \$ 0.06 | \$ 0.06 |
| SUB TOTAL (ITEM # 4) | \$ 2.66 sub total 4 | \$ 2.66 sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | \$ 0.35 | \$ 0.35 |
| EQUIPMENT | \$ 0.19 | \$ 0.19 |
| MATERIALS | \$ 0.12 | \$ 0.12 |
| SUPPLIES | \$ 0.08 | \$ 0.08 |
| RELIEF | \$ 0.84 | \$ 0.84 |
| ROLL CALL | \$ 0.84 | \$ 0.84 |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | \$ 0.35 |
| SPECIFY <u>Recruitment/Processing Costs</u> | \$ 0.09 | \$ 0.09 |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | \$ 1.51 |
| SUB TOTAL (ITEM # 5) | \$ 4.37 sub total 5 | \$ 4.37 sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 21.42 | \$ 21.42 |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER EQ10 # 21265

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LQA - CUSTOMER CARE REPRESENTATIVES
YEAR 1**

| | FULL-TIME | | PART-TIME |
|--|-----------------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | \$ 39 | | 11 |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | <u>\$ 13.00</u> | | <u>\$ 13.00</u> |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | <u>\$ 1.00</u> | | <u>\$ -</u> |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 | 11 | \$ 0.20 11 |
| VACATION ALLOWANCE | \$ 0.53 | 10 | \$ 0.53 10 |
| SICK TIME ALLOWANCE | \$ 0.16 | 3 | \$ 0.16 3 |
| PENSION | \$ - | | \$ - |
| WELFARE | \$ - | | \$ - |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - |
| SUB TOTAL (ITEM # 3) | <u>\$ 0.89</u> | sub total 3 | <u>\$ 0.89</u> sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ 1.21 | | \$ 1.21 |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.59 | | \$ 0.59 |
| F.U.I. | \$ 0.13 | | \$ 0.13 |
| WORKERS' COMPENSATION | \$ 0.24 | | \$ 0.24 |
| GENERAL LIABILITY INSURANCE | \$ 0.30 | | \$ 0.30 |
| DISABILITY INSURANCE | \$ 0.04 | | \$ 0.04 |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.05 | | \$ 0.05 |
| SUB TOTAL (ITEM # 4) | <u>\$ 2.56</u> | sub total 4 | <u>\$ 2.56</u> sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 |
| MATERIALS | \$ 0.12 | | \$ 0.12 |
| SUPPLIES | \$ 0.08 | | \$ 0.08 |
| RELIEF | \$ 0.81 | | \$ 0.81 |
| ROLL CALL | \$ 0.81 | | \$ 0.81 |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 |
| SUB TOTAL (ITEM # 5) | <u>\$ 4.31</u> | sub total 5 | <u>\$ 4.31</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | <u>\$ 21.76</u> | | <u>\$ 20.76</u> |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BIO NUMBER

EQIR # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVES
YEAR 1**

| | FULL-TIME | PART-TIME | |
|---|-----------|-------------------------|-------------------------|
| NUMBER OF EMPLOYEES | \$ 100 | 20 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ 13.11 | \$ 13.11 | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ 1.00 | | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 | 11 | \$ 0.20 11 |
| VACATION ALLOWANCE | \$ 0.53 | 10 | \$ 0.53 10 |
| SICK TIME ALLOWANCE | \$ 0.16 | 3 | \$ 0.16 3 |
| PENSION | \$ | | \$ |
| WELFARE | \$ | | \$ |
| OTHER SUPPLEMENTAL BENEFITS | \$ | | \$ |
| SPECIFY | \$ | | \$ |
| SUB TOTAL (ITEM # 3) | \$ 0.89 | sub total 3 | \$ 0.89 sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ 1.22 | | \$ 1.22 |
| N.Y.S.U.T./N.J.S.U.I. | \$ 0.59 | | \$ 0.59 |
| F.U.I. | \$ 0.13 | | \$ 0.13 |
| WORKERS' COMPENSATION | \$ 0.47 | | \$ 0.47 |
| GENERAL LIABILITY INSURANCE | \$ 0.30 | | \$ 0.30 |
| DISABILITY INSURANCE | \$ 0.04 | | \$ 0.04 |
| OTHER TAXES AND INSURANCE | \$ | | \$ |
| SPECIFY <u>City of Newark</u> | \$ 0.16 | | \$ 0.16 |
| SUB TOTAL (ITEM # 4) | \$ 2.91 | sub total 4 | \$ 2.91 sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 |
| EQUIPMENT | \$ 0.39 | | \$ 0.39 |
| MATERIALS | \$ 0.12 | | \$ 0.12 |
| SUPPLIES | \$ 0.08 | | \$ 0.08 |
| RELIEF | \$ 0.82 | | \$ 0.82 |
| ROLL CALL | \$ 0.82 | | \$ 0.82 |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | \$ | | \$ |
| SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 |
| SUB TOTAL (ITEM # 5) | \$ 4.33 | sub total 5 | \$ 4.33 sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 17.24 | | \$ 17.24 |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
SWP - CUSTOMER CARE REPRESENTATIVES
YEAR 1**

| | FULL-TIME | PART-TIME |
|---|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | 3 | 3 |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | <u>\$ 17.92</u> | <u>\$ 12.92</u> |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | <u>\$ 3.00</u> | <u>\$ -</u> |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | <u>\$ 0.19</u> | 11 <u>\$ 0.19</u> 11 |
| VACATION ALLOWANCE | <u>\$ 0.52</u> | 10 <u>\$ 0.52</u> 10 |
| SICK TIME ALLOWANCE | <u>\$ 0.16</u> | 3 <u>\$ 0.16</u> 3 |
| PENSION | <u>\$ -</u> | <u>\$ -</u> |
| WELFARE | <u>\$ -</u> | <u>\$ -</u> |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | <u>\$ -</u> | <u>\$ -</u> |
| SUB TOTAL (ITEM # 3) | <u>\$ 0.87</u> sub total 3 | <u>\$ 0.87</u> sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | <u>\$ 1.14</u> | <u>\$ 1.14</u> |
| N.Y.S.U.I./N.J.S.U.I. | <u>\$ 0.55</u> | <u>\$ 0.55</u> |
| F.U.I. | <u>\$ 0.12</u> | <u>\$ 0.12</u> |
| WORKERS' COMPENSATION | <u>\$ 0.23</u> | <u>\$ 0.23</u> |
| GENERAL LIABILITY INSURANCE | <u>\$ 0.28</u> | <u>\$ 0.28</u> |
| DISABILITY INSURANCE | <u>\$ 0.04</u> | <u>\$ 0.04</u> |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | <u>\$ 0.05</u> | <u>\$ 0.05</u> |
| SUB TOTAL (ITEM # 4) | <u>\$ 2.41</u> sub total 4 | <u>\$ 2.41</u> sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | <u>\$ 0.35</u> | <u>\$ 0.35</u> |
| EQUIPMENT | <u>\$ 0.19</u> | <u>\$ 0.19</u> |
| MATERIALS | <u>\$ 0.12</u> | <u>\$ 0.12</u> |
| SUPPLIES | <u>\$ 0.08</u> | <u>\$ 0.08</u> |
| RELIEF | <u>\$ 0.81</u> | <u>\$ 0.81</u> |
| ROLL CALL | <u>\$ -</u> | <u>\$ -</u> |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | <u>\$ 0.35</u> | <u>\$ 0.35</u> |
| SPECIFY <u>Recruitment/processing Costs</u> | <u>\$ 0.09</u> | <u>\$ 0.09</u> |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | <u>\$ 1.51</u> | <u>\$ 1.51</u> |
| SUB TOTAL (ITEM # 5) | <u>\$ 1.50</u> sub total 5 | <u>\$ 3.50</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | <u>\$ 20.70</u> | <u>\$ 19.70</u> |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 11266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JFK - SUMMER TEMPORARY EMPLOYEE
YEAR 1**

| | FULL-TIME | |
|---|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | \$ 12 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | <u>\$ 11.40</u> | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | <u>\$ -</u> | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | <u>\$ 0.06</u> | 1 |
| VACATION ALLOWANCE | <u>\$ -</u> | 0 |
| SICK TIME ALLOWANCE | <u>\$ -</u> | 0 |
| PENSION | <u>\$ -</u> | |
| WELFARE | <u>\$ -</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | <u>\$ -</u> | |
| SUB TOTAL (ITEM # 3) | <u>\$ 0.06</u> | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | <u>\$ 0.90</u> | |
| N.Y.S.U.I./N.J.S.U.I. | <u>\$ 0.44</u> | |
| F.U.I. | <u>\$ 0.09</u> | |
| WORKERS' COMPENSATION | <u>\$ 0.18</u> | |
| GENERAL LIABILITY INSURANCE | <u>\$ 0.21</u> | |
| DISABILITY INSURANCE | <u>\$ 0.03</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | <u>\$ 0.04</u> | |
| SUB TOTAL (ITEM # 4) | <u>\$ 1.90</u> | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | <u>\$ 0.25</u> | |
| EQUIPMENT | <u>\$ 0.19</u> | |
| MATERIALS | <u>\$ 0.12</u> | |
| SUPPLIES | <u>\$ 0.08</u> | |
| RELIEF | <u>\$ -</u> | |
| ROLL CALL | <u>\$ -</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | <u>\$ 0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | <u>\$ 0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | <u>\$ -</u> | |
| SUB TOTAL (ITEM # 5) | <u>\$ 1.18</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | <u>\$ 14.54</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - SUMMER TEMPORARY EMPLOYEE
YEAR 1**

| | FULL-TIME | |
|---|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | \$ 6 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ 13.40 | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ - | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.06 | 1 |
| VACATION ALLOWANCE | \$ - | 0 |
| SICK TIME ALLOWANCE | \$ - | 0 |
| PENSION | \$ - | |
| WELFARE | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 0.06 | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | \$ 0.90 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.44 | |
| F.U.I. | \$ 0.09 | |
| WORKERS' COMPENSATION | \$ 0.10 | |
| GENERAL LIABILITY INSURANCE | \$ 0.22 | |
| DISABILITY INSURANCE | \$ 0.03 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MIA</u> | \$ 0.04 | |
| SUB TOTAL (ITEM # 4) | \$ 1.90 | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | |
| MATERIALS | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | |
| RELIEF | \$ - | |
| ROLL CALL | \$ - | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT - | \$ - | |
| SUB TOTAL (ITEM # 5) | \$ 1.18 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 14.54 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21766

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - SUMMER TEMPORARY EMPLOYEE
YEAR 1**

| | FULL-TIME | |
|--|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | \$ 12 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | <u>\$ 13.40</u> | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | <u>\$ -</u> | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.06 | 3 |
| VACATION ALLOWANCE | \$ - | 0 |
| SICK TIME ALLOWANCE | \$ - | 0 |
| PENSION | \$ - | |
| WELFARE | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | |
| SUB TOTAL (ITEM # 3) | <u>\$ 0.06</u> | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | \$ 0.90 | |
| N.Y.S.U.T./N.J.S.U.T. | \$ 0.44 | |
| P.U.I. | \$ 0.09 | |
| WORKERS' COMPENSATION | \$ 0.25 | |
| GENERAL LIABILITY INSURANCE | \$ 0.22 | |
| DISABILITY INSURANCE | \$ 0.03 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | \$ 0.12 | |
| SUB TOTAL (ITEM # 4) | <u>\$ 2.15</u> | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | |
| MATERIALS | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | |
| RELIEF | \$ - | |
| ROLL CALL | \$ - | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.25 | |
| SPECIFY <u>Recruitment/Processing Costs</u> | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ - | |
| SUB TOTAL (ITEM # 5) | <u>\$ 1.18</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | <u>\$ 14.79</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER EQLB # 21166

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JIN - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
YEAR 1**

| | FULL-TIME | | PART-TIME | |
|---|--------------|-------------------------------|--------------|-------------------------------|
| | \$ | \$ | \$ | \$ |
| NUMBER OF EMPLOYEES | | | | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | <u>17.29</u> | | <u>17.29</u> | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | <u>1.00</u> | | <u>-</u> | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | <u>0.26</u> | 11 | <u>0.26</u> | 11 |
| VACATION ALLOWANCE | <u>0.71</u> | 10 | <u>0.71</u> | 10 |
| SICK TIME ALLOWANCE | <u>0.35</u> | 3 | <u>0.35</u> | 3 |
| PENSION | <u>-</u> | | <u>-</u> | |
| WELFARE | <u>-</u> | | <u>-</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | <u>-</u> | | <u>-</u> | |
| SUB TOTAL (ITEM # 3) | <u>1.32</u> | sub total 3 | <u>1.32</u> | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | <u>1.45</u> | | <u>1.45</u> | |
| N.Y.S.U.I./N.J.S.U.I. | <u>0.70</u> | | <u>0.70</u> | |
| F.U.I. | <u>0.15</u> | | <u>0.15</u> | |
| WORKERS' COMPENSATION | <u>0.29</u> | | <u>0.29</u> | |
| GENERAL LIABILITY INSURANCE | <u>0.36</u> | | <u>0.36</u> | |
| DISABILITY INSURANCE | <u>0.05</u> | | <u>0.05</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MIA</u> | <u>0.06</u> | | <u>0.06</u> | |
| SUB TOTAL (ITEM # 4) | <u>3.06</u> | sub total 4 | <u>3.06</u> | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | | | |
| UNIFORMS | <u>0.35</u> | | <u>0.35</u> | |
| EQUIPMENT | <u>0.19</u> | | <u>0.19</u> | |
| MATERIALS | <u>0.12</u> | | <u>0.12</u> | |
| SUPPLIES | <u>0.08</u> | | <u>0.08</u> | |
| RELIEF | <u>-</u> | | <u>-</u> | |
| ROLL CALL | <u>-</u> | | <u>-</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | <u>0.35</u> | | <u>0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | <u>0.09</u> | | <u>0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | <u>1.51</u> | | <u>1.51</u> | |
| SUB TOTAL (ITEM # 5) | <u>2.69</u> | sub total 5 | <u>2.69</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | <u>25.36</u> | | <u>24.36</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQ18 # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
YEAR 1**

| | FULL-TIME | | PART-TIME | |
|--|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | \$ 6 | | \$ 2 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ 17.15 | | \$ 17.15 | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ 1.00 | | \$ - | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.26 | 11 | \$ 0.26 | 11 |
| VACATION ALLOWANCE | \$ 0.70 | 10 | \$ 0.70 | 10 |
| SICK TIME ALLOWANCE | \$ 0.35 | 2 | \$ 0.35 | 2 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 1.31 | sub total 3 | \$ 1.31 | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.44 | | \$ 1.44 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.70 | | \$ 0.70 | |
| F.U.I. | \$ 0.15 | | \$ 0.15 | |
| WORKERS' COMPENSATION | \$ 0.29 | | \$ 0.29 | |
| GENERAL LIABILITY INSURANCE | \$ 0.36 | | \$ 0.36 | |
| DISABILITY INSURANCE | \$ 0.02 | | \$ 0.02 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.06 | | \$ 0.06 | |
| SUB TOTAL (ITEM # 4) | \$ 3.05 | sub total 4 | \$ 3.05 | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ - | | \$ - | |
| ROLL CALL | \$ - | | \$ - | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.25 | | \$ 0.25 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 2.69 | sub total 5 | \$ 2.69 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 25.20 | | \$ 24.20 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER EQ16 # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
YEAR 1**

| | FULL-TIME | | PART-TIME | |
|---|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | \$ 18 | | \$ 5 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ 17.26 | | \$ 17.36 | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ 1.00 | | | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.26 | 11 | \$ 0.26 | 11 |
| VACATION ALLOWANCE | \$ 0.71 | 10 | \$ 0.71 | 10 |
| SICK TIME ALLOWANCE | \$ 0.35 | 5 | \$ 0.35 | 5 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 1.32 | sub total 3 | \$ 1.32 | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.46 | | \$ 1.46 | |
| N.Y.S.U.I.M.S.S.S. | \$ 0.70 | | \$ 0.70 | |
| P.U.I. | \$ 0.15 | | \$ 0.15 | |
| WORKERS' COMPENSATION | \$ 0.56 | | \$ 0.56 | |
| GENERAL LIABILITY INSURANCE | \$ 0.26 | | \$ 0.26 | |
| DISABILITY INSURANCE | \$ 0.05 | | \$ 0.05 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | \$ 0.19 | | \$ 0.19 | |
| SUB TOTAL (ITEM # 4) | \$ 3.47 | sub total 4 | \$ 3.47 | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ - | | \$ - | |
| ROLL CALL | \$ - | | \$ - | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 2.69 | sub total 5 | \$ 2.69 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 25.84 | | \$ 24.84 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

810 NUMBER

EQ10 # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
COL - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
YEAR 1**

| | FULL-TIME 7 | | PART-TIME 2 |
|--|-----------------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | \$ | | \$ |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | <u>17.29</u> | | <u>17.29</u> |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | <u>1.00</u> | | <u>-</u> |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.26</u> | 21 | \$ <u>0.26</u> 21 |
| VACATION ALLOWANCE | \$ <u>0.71</u> | 10 | \$ <u>0.71</u> 10 |
| SICK TIME ALLOWANCE | \$ <u>0.35</u> | 5 | \$ <u>0.35</u> 5 |
| PENSION | \$ - | | \$ - |
| WELFARE | \$ - | | \$ - |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - |
| SUB TOTAL (ITEM # 3) | \$ <u>1.32</u> | sub total 3 | \$ <u>1.32</u> sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ <u>1.45</u> | | \$ <u>1.45</u> |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.70</u> | | \$ <u>0.70</u> |
| F.U.I. | \$ <u>0.15</u> | | \$ <u>0.15</u> |
| WORKERS' COMPENSATION | \$ <u>0.29</u> | | \$ <u>0.29</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.36</u> | | \$ <u>0.36</u> |
| DISABILITY INSURANCE | \$ <u>0.05</u> | | \$ <u>0.05</u> |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.06</u> | | \$ <u>0.06</u> |
| SUB TOTAL (ITEM # 4) | \$ <u>3.06</u> | sub total 4 | \$ <u>3.06</u> sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> |
| RELIEF | \$ - | | \$ - |
| ROLL CALL | \$ - | | \$ - |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| SPECIFY <u>Recruitment/Processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> |
| SUB TOTAL (ITEM # 5) | \$ <u>2.69</u> | sub total 5 | \$ <u>2.69</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>25.36</u> | | \$ <u>24.36</u> |

PART III (C) - CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position - CCR Services Contract Representative

Year 1

| | | |
|--|------------------|-----------------------------|
| Direct Salary | | \$ <u>85,751.00</u> |
| Taxes: | | |
| F.I.C.A. | | \$ <u>6,559.95</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ <u>1,098.90</u> |
| F.U.I. | | \$ <u>56.00</u> |
| Worker's Compensation | | \$ <u>240.10</u> |
| General Liability Insurance | | \$ <u>-</u> |
| Disability Insurance | | \$ <u>74.25</u> |
| Vacation Allowance* | # <u>3 Weeks</u> | \$ <u>-</u> |
| Sick Time Allowance* | # <u>10 Days</u> | \$ <u>-</u> |
| Health Benefits | | \$ <u>7,308.00</u> |
| Other Specify | | \$ <u>-</u> |
| <u>City of Newark</u> | | \$ <u>857.51</u> |
| | | \$ <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ <u>101,945.71</u> |

Name of Proposed CCR Services Contract Representative - Guy Hamstra

Vendor Name: Gateway Security, Inc.

PART III (C) - CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position - Customer Care Representative Manager

JFK Year 1

| | | |
|--|------------------|----------------------------|
| Direct Salary | | \$ <u>69,673.00</u> |
| Taxes: | | |
| F.I.C.A. | | \$ <u>5,329.98</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ <u>259.00</u> |
| F.U.I. | | \$ <u>56.00</u> |
| Worker's Compensation | | \$ <u>1,066.00</u> |
| General Liability Insurance | | \$ <u>-</u> |
| Disability Insurance | | \$ <u>17.50</u> |
| Vacation Allowance* | # <u>2 Weeks</u> | \$ <u>-</u> |
| Sick Time Allowance* | # <u>10 Days</u> | \$ <u>-</u> |
| Health Benefits | | \$ <u>7,308.00</u> |
| Other Specify | | \$ <u>-</u> |
| <u>MTA</u> | | \$ <u>236.89</u> |
| | | \$ <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ <u>83,946.37</u> |

Name of Proposed JFK Customer Care Representative Manager - Howard Schnall

Vendor Name: Gateway Security, Inc.

PART III (C) - CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position - Customer Care Representative Manager

EWR/SWF Year 1

| | | | |
|--|------------------|-----------|-------------------------|
| Direct Salary | | \$ | <u>69,673.00</u> |
| Taxes: | | | |
| F.I.C.A. | | \$ | <u>5,329.98</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ | <u>1,098.90</u> |
| F.U.I. | | \$ | <u>56.00</u> |
| Worker's Compensation | | \$ | <u>195.08</u> |
| General Liability Insurance | | \$ | <u>-</u> |
| Disability Insurance | | \$ | <u>74.25</u> |
| Vacation Allowance* | # <u>2 Weeks</u> | \$ | <u>-</u> |
| Sick Time Allowance* | # <u>10 Days</u> | \$ | <u>-</u> |
| Health Benefits | | \$ | <u>7,308.00</u> |
| Other Specify | | \$ | <u>-</u> |
| <u>City of Newark</u> | | \$ | <u>696.73</u> |
| | | \$ | <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ | <u>84,431.94</u> |

Name of Proposed EWR/SWF Customer Care Representative Manager - Vera Gomes

Vendor Name: Gateway Security, Inc.

PART III (C) - CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position - Customer Care Representative Assistant Manager

JFK Year 1

| | | |
|--|------------------|----------------------------|
| Direct Salary | | \$ <u>46,092.00</u> |
| Taxes: | | |
| F.I.C.A. | | \$ <u>3,526.04</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ <u>259.00</u> |
| F.U.I. | | \$ <u>56.00</u> |
| Worker's Compensation | | \$ <u>705.21</u> |
| General Liability Insurance | | \$ <u>-</u> |
| Disability Insurance | | \$ <u>114.00</u> |
| Vacation Allowance* | # <u>2 Weeks</u> | \$ <u>-</u> |
| Sick Time Allowance* | # <u>10 Days</u> | \$ <u>-</u> |
| Health Benefits | | \$ <u>7,308.00</u> |
| Other Specify | | \$ <u>-</u> |
| <u>MTA</u> | | \$ <u>156.71</u> |
| <u>_____</u> | | \$ <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ <u>58,216.96</u> |

Name of Proposed JFK Customer Care Representative Assitant Manager - Oscar Reyes

Vendor Name: Gateway Security, Inc.

PART III (C) - CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position - Customer Care Representative Assistant Manager

EWR/SWF Year 1

| | | | |
|--|------------------|-----------|-------------------------|
| Direct Salary | | \$ | <u>48,242.00</u> |
| Taxes: | | | |
| F.I.C.A. | | \$ | <u>6,559.95</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ | <u>1,098.90</u> |
| F.U.I. | | \$ | <u>56.00</u> |
| Worker's Compensation | | \$ | <u>135.08</u> |
| General Liability Insurance | | \$ | <u>-</u> |
| Disability Insurance | | \$ | <u>74.25</u> |
| Vacation Allowance* | # <u>2 Weeks</u> | \$ | <u>-</u> |
| Sick Time Allowance* | # <u>10 Days</u> | \$ | <u>-</u> |
| Health Benefits | | \$ | <u>7,308.00</u> |
| Other Specify | | \$ | <u>-</u> |
| <u>City of Newark</u> | | \$ | <u>482.42</u> |
| | | \$ | <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ | <u>63,956.60</u> |

Name of Proposed EWR/SWF Customer Care Representative Assitant Manager - James Silverstri

Vendor Name: Gateway Security, Inc.

**PART III (D)) - CALCULATION OF MONTHLY MANAGEMENT FEE
JFK - Year 1**

| | <u>ANNUAL</u> |
|--|----------------------|
| Contract Representative Salary/Benefits | \$ 31,589.17 |
| Customer Care Representative Manager Salary/Benefits | \$ 83,946.37 |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ 58,216.96 |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ 5,000.00 |
| Telephone | \$ 2,400.00 |
| Office Machines | \$ 500.00 |
| Office Supplies | \$ 7,000.00 |
| Other Specify (Wide Area Network/managed router cost) | \$ 10,200.00 |
| Total Annual Management Fee | \$ 198,852.50 |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ 16,571.04 |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".

Vendor Name: Gateway Security, Inc.

**PART III (D)) - CALCULATION OF MONTHLY MANAGEMENT FEE
LGA - Year 1**

| | ANNUAL |
|--|----------------------|
| Contract Representative Salary/Benefits | \$ 19,058.07 |
| Customer Care Representative Manager Salary/Benefits | \$ 66,337.74 |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ 54,696.99 |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | |
| | \$ |
| * Insurance | \$ |
| Office Furniture | \$ 4,000.00 |
| Telephone | \$ 2,400.00 |
| Office Machines | \$ 500.00 |
| Office Supplies | \$ 7,000.00 |
| Other Specify (Wide Area Network/managed router cost) | \$ 8,700.00 |
| Total Annual Management Fee | \$ 162,692.80 |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ 13,557.73 |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

*** Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".**

Vendor Name: Gateway Security, Inc.

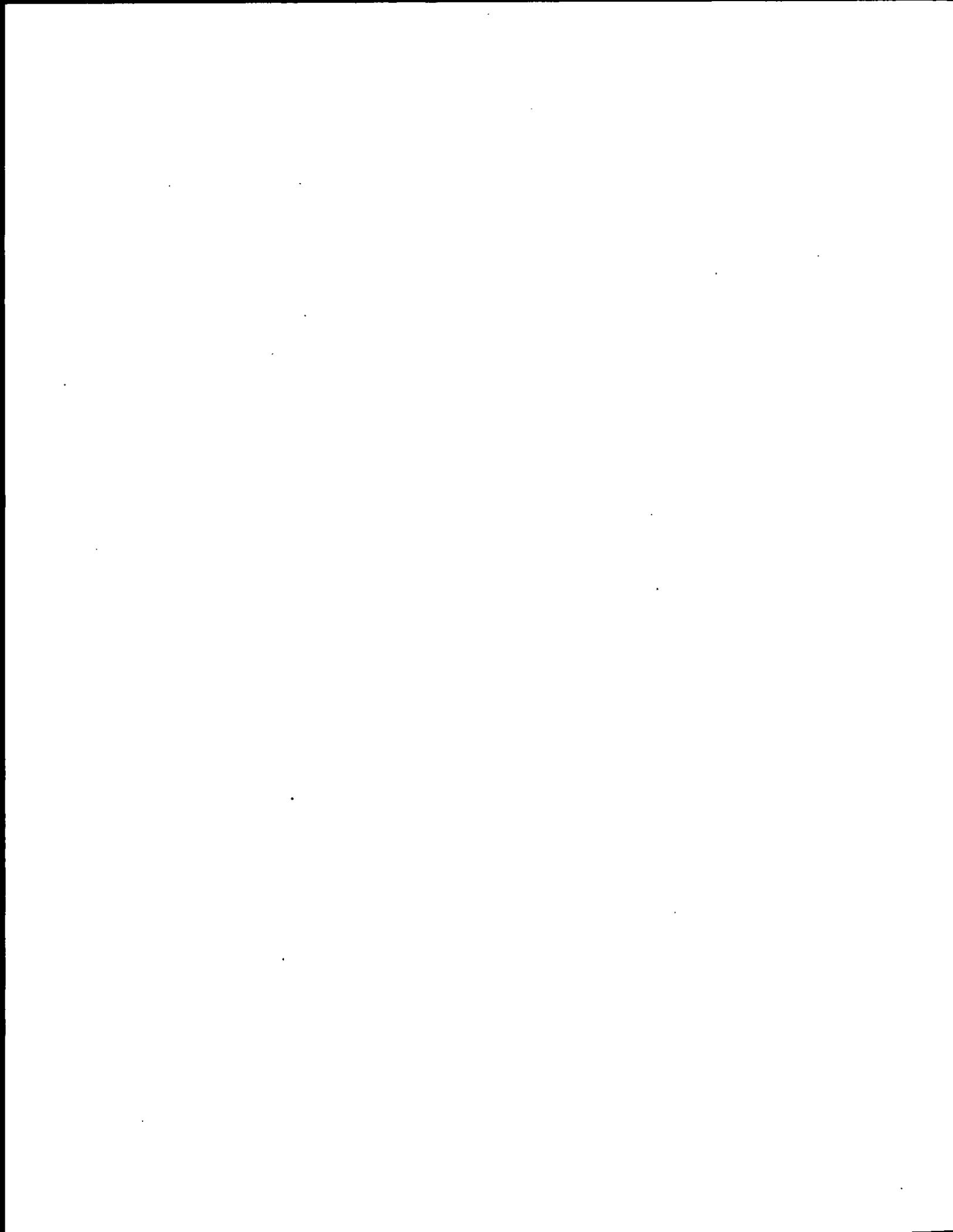
**PART III (D)) - CALCULATION OF MONTHLY MANAGEMENT FEE
EWR/SWF - Year 1**

| | <u>ANNUAL</u> |
|--|----------------------|
| Contract Representative Salary/Benefits | \$ 51,298.47 |
| Customer Care Representative Manager Salary/Benefits | \$ 84,431.94 |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ 63,956.60 |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ 3,000.00 |
| Telephone | \$ 2,400.00 |
| Office Machines | \$ 500.00 |
| Office Supplies | \$ 8,000.00 |
| Other Specify (Wide Area Network/managed router cost) | \$ 8,700.00 |
| Total Annual Management Fee | \$ 222,287.01 |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ 18,523.92 |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

*** Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".**

Vendor Name: Gateway Security, Inc.



RESPONDENT'S NAME: GATEWAY SECURITY, INC.

PART III(A) - PRICE SHEET

Year 2

| | Est. Annual Post | | | |
|---|------------------|-------------|--------------------|--------------------------------------|
| | Coverage Hours | Hourly Rate | Est. Annual Charge | |
| A. Customer Care Representative | | | | |
| JFK (a) Full-Time | 121,230 | x S 22.61 | = | 2,741,010.30 |
| JFK (b) Part-Time | 13,470 | x S 21.61 | = | 291,086.70 |
| Sum of a & b shall equal | 134,700 | Hrs | = | 3,032,097.00 <i>sum of a & b</i> |
| LGA (c) Full-Time | 81,675 | x S 21.92 | = | 1,790,316.00 |
| LGA (d) Part-Time | 9,075 | x S 20.92 | = | 189,849.00 |
| Sum of c & d shall equal | 90,750 | Hrs | = | 1,980,165.00 <i>sum of c & d</i> |
| EWR (e) Full-Time | 208,962 | x S 22.44 | = | 4,689,107.28 |
| EWR(f) Part-Time | 23,218 | x S 21.44 | = | 497,793.92 |
| Sum of e & f shall equal | 232,180 | Hrs | = | 5,186,901.20 <i>sum of e & f</i> |
| SWF (g) Full-Time | 5,260 | x S 20.90 | = | 109,934.00 |
| SWF (h) Part-Time | 590 | x S 19.90 | = | 11,741.00 |
| Sum of g & h shall equal | 5,850 | Hrs | = | 121,675.00 <i>sum of g & h</i> |
| Year 2 - Customer Care Representative Estimated Total (A) | 463,480 | | | 10,320,838.20 |
| B. Summer Temporary Employee | | | | |
| JFK | 6,000 | x S 14.55 | | 87,300.00 |
| LGA | 3,000 | x S 14.55 | | 43,650.00 |
| EWR | 6,000 | x S 14.80 | | 88,800.00 |
| Year 2 - Summer Temporary Employee Estimated Total (B) | 15,000 | | | 219,750.00 |
| C. Customer Care Representative Supervisor | | | | |
| JFK (a) Full-Time | 19,710 | x S 25.57 | = | 503,984.70 |
| JFK (b) Part-Time | 2,190 | x S 24.57 | = | 53,808.30 |
| Sum of a & b shall equal | 21,900 | Hrs | = | 557,793.00 <i>sum of a & b</i> |
| LGA (c) Full-Time | 11,826 | x S 25.39 | = | 300,262.14 |
| LGA (d) Part-Time | 1,314 | x S 24.39 | = | 32,048.46 |
| Sum of c & d shall equal | 13,140 | Hrs | = | 332,310.60 <i>sum of c & d</i> |
| EWR (e) Full-Time | 37,449 | x S 26.06 | = | 975,920.94 |
| EWR(f) Part-Time | 4,161 | x S 25.06 | = | 104,274.66 |
| Sum of e & f shall equal | 41,610 | Hrs | = | 1,080,195.60 <i>sum of e & f</i> |
| COL (g) Full-Time | 14,140 | 0 S 25.57 | = | 361,559.80 |
| COL (h) Part-Time | 1,460 | x S 24.57 | = | 35,872.20 |
| Sum of g & h shall equal | 15,600 | Hrs | = | 397,432.00 <i>sum of g & h</i> |
| Year 2 - Customer Care Representative Supervisor Estimated Total (C) | 92,250 | | | 2,367,731.20 |

| | | | | | |
|----------------------------------|------------------------|---|-----------|---|------------|
| D. Monthly Management Fee | *Monthly Charge | | | | |
| JFK | \$ 16,870.66 | x | 12 months | = | 202,447.95 |
| LGA | \$ 13,801.03 | x | 12 months | = | 165,612.41 |
| EWR/SWF | \$ 18,738.19 | x | 12 months | = | 224,858.27 |

Year 2 - Monthly Management Fee Estimated Total (D) 592,918.63

E. Monthly Cost of Space (if any) 0 x 12 months = -

F. Fleet Operating Charge - Per Section of the Contract entitled "Vehicular Transportation Services", fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at John F. Kennedy International Airport at no charge to the Contractor.

| | Monthly Op. Charge per Vehicle | Number of Vehicles | Monthly Op. Charge | | | |
|-------------------|--------------------------------|--------------------|--------------------|---|-----------|-------------|
| a. JFK | | | | | | |
| 5-Passenger | \$ 1,580.00 | 2 | \$ 3,160.00 | x | 12 months | = 37,920.00 |
| 7-Passenger (H/C) | \$ 1,750.00 | 1 | \$ 1,750.00 | x | 12 months | = 21,000.00 |
| 15-Passenger | \$ 1,930.00 | 2 | \$ 3,860.00 | x | 12 months | = 46,320.00 |
| B. LGA | | | | | | |
| 5-Passenger | 1,468.68 | 1 | \$ 1,468.68 | x | 12 months | = 17,624.12 |
| 7-Passenger (H/C) | 1,949.56 | 1 | \$ 1,949.56 | x | 12 months | = 23,394.74 |
| 15-Passenger | 2,464.72 | 2 | \$ 4,929.44 | x | 12 months | = 59,153.33 |
| C. EWR | | | | | | |
| 5-Passenger | 1,572.45 | 1 | \$ 1,572.45 | x | 12 months | = 18,869.41 |
| 7-Passenger (H/C) | 1,916.67 | 1 | \$ 1,916.67 | x | 12 months | = 23,000.00 |
| 15-Passenger | 1,949.89 | 3 | \$ 5,849.67 | x | 12 months | = 70,196.00 |

Year 2 - Fleet Operating Charge (F) 317,477.60

Estimated Total - Year 2 of 5-Year Base Amount (A) + (B) + (C) + (D) + (E) + (F) = 13,818,715.63
 (Thirteen Million Eight Hundred Eighteen Thousand Seven Hundred Fifteen Dollars and Sixty Three Cents)
 (Please express in words and figures)

*Note: These items subject but not limited to; CCR Assistant Manager salary, CCR Manager salary, the Contract Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The proposer is encouraged to include these costs in the Management Fee. In computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled *Wages and Supplemental Benefits, wherein certain Minimum Annual Direct Salaries are specified.*

** Note: In computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled *Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly Wage and Benefits are specified.*

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
IFK - CUSTOMER CARE REPRESENTATIVES
Year 2**

| | FULL-TIME | | PART-TIME | |
|--|-----------------|-------------------------------|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | 58 | | 16 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ <u>13.61</u> | | \$ <u>13.61</u> | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ <u>1.00</u> | | \$ <u>-</u> | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.21</u> | 11 | \$ <u>0.21</u> | 11 |
| VACATION ALLOWANCE | \$ <u>0.55</u> | 10 | \$ <u>0.55</u> | 10 |
| SICK TIME ALLOWANCE | \$ <u>0.17</u> | 2 | \$ <u>0.17</u> | 2 |
| PENSION | \$ <u>-</u> | | \$ <u>-</u> | |
| WELFARE | \$ <u>-</u> | | \$ <u>-</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 3) | \$ <u>0.93</u> | sub total 3 | \$ <u>0.93</u> | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ <u>1.27</u> | | \$ <u>1.27</u> | |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.61</u> | | \$ <u>0.61</u> | |
| F.U.I. | \$ <u>0.13</u> | | \$ <u>0.13</u> | |
| WORKERS' COMPENSATION | \$ <u>0.25</u> | | \$ <u>0.25</u> | |
| GENERAL LIABILITY INSURANCE | \$ <u>0.32</u> | | \$ <u>0.32</u> | |
| DISABILITY INSURANCE | \$ <u>0.04</u> | | \$ <u>0.04</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.06</u> | | \$ <u>0.06</u> | |
| SUB TOTAL (ITEM # 4) | \$ <u>2.68</u> | sub total 4 | \$ <u>2.68</u> | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> | |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> | |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> | |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> | |
| RELIEF | \$ <u>0.85</u> | | \$ <u>0.85</u> | |
| ROLL CALL | \$ <u>0.85</u> | | \$ <u>0.85</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> | |
| SUB TOTAL (ITEM # 5) | \$ <u>4.39</u> | sub total 5 | \$ <u>4.39</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>22.61</u> | | \$ <u>21.61</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - CUSTOMER CARE REPRESENTATIVES
Year 2**

| | FULL-TIME | | PART-TIME |
|--|-----------------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | 39 | | 11 |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ <u>13.13</u> | | \$ <u>13.13</u> |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ <u>1.00</u> | | \$ <u>-</u> |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.20</u> | 11 | \$ <u>0.20</u> 11 |
| VACATION ALLOWANCE | \$ <u>0.53</u> | 10 | \$ <u>0.53</u> 10 |
| SICK TIME ALLOWANCE | \$ <u>0.16</u> | 3 | \$ <u>0.16</u> 3 |
| PENSION | \$ <u>-</u> | | \$ <u>-</u> |
| WELFARE | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | | \$ <u>-</u> |
| SUB TOTAL (ITEM # 3) | \$ <u>0.89</u> | sub total 3 | \$ <u>0.89</u> sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ <u>1.22</u> | | \$ <u>1.22</u> |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.59</u> | | \$ <u>0.59</u> |
| F.U.I. | \$ <u>0.13</u> | | \$ <u>0.13</u> |
| WORKERS' COMPENSATION | \$ <u>0.24</u> | | \$ <u>0.24</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.30</u> | | \$ <u>0.30</u> |
| DISABILITY INSURANCE | \$ <u>0.04</u> | | \$ <u>0.04</u> |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.05</u> | | \$ <u>0.05</u> |
| SUB TOTAL (ITEM # 4) | \$ <u>2.57</u> | sub total 4 | \$ <u>2.57</u> sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> |
| RELIEF | \$ <u>0.82</u> | | \$ <u>0.82</u> |
| ROLL CALL | \$ <u>0.82</u> | | \$ <u>0.82</u> |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> |
| SUB TOTAL (ITEM # 5) | \$ <u>4.33</u> | sub total 5 | \$ <u>4.33</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>21.92</u> | | \$ <u>20.92</u> |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVES
Year 2**

| | FULL-TIME | | PART-TIME | |
|--|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | 100 | | 28 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 13.24 | | \$ 13.24 | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 | 11 | \$ 0.20 | 11 |
| VACATION ALLOWANCE | \$ 0.54 | 10 | \$ 0.54 | 10 |
| SICK TIME ALLOWANCE | \$ 0.16 | 2 | \$ 0.16 | 2 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 0.90 | sub total 3 | \$ 0.90 | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.24 | | \$ 1.24 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.60 | | \$ 0.60 | |
| F.U.I. | \$ 0.13 | | \$ 0.13 | |
| WORKERS' COMPENSATION | \$ 0.47 | | \$ 0.47 | |
| GENERAL LIABILITY INSURANCE | \$ 0.31 | | \$ 0.31 | |
| DISABILITY INSURANCE | \$ 0.04 | | \$ 0.04 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | \$ 0.16 | | \$ 0.16 | |
| SUB TOTAL (ITEM # 4) | \$ 2.95 | sub total 4 | \$ 2.95 | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ 0.83 | | \$ 0.83 | |
| ROLL CALL | \$ 0.83 | | \$ 0.83 | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 4.35 | sub total 5 | \$ 4.35 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 22.44 | | \$ 21.44 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER -

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
SWF - CUSTOMER CARE REPRESENTATIVES
Year 2**

| | FULL-TIME | | PART-TIME | |
|--|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | 3 | | 1 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 13.05 | | \$ 13.05 | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 | 11 | \$ 0.20 | 11 |
| VACATION ALLOWANCE | \$ 0.53 | 10 | \$ 0.53 | 10 |
| SICK TIME ALLOWANCE | \$ 0.16 | 3 | \$ 0.16 | 3 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 0.89 | sub total 3 | \$ 0.89 | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.16 | | \$ 1.16 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.56 | | \$ 0.56 | |
| F.U.I. | \$ 0.12 | | \$ 0.12 | |
| WORKERS' COMPENSATION | \$ 0.23 | | \$ 0.23 | |
| GENERAL LIABILITY INSURANCE | \$ 0.29 | | \$ 0.29 | |
| DISABILITY INSURANCE | \$ 0.04 | | \$ 0.04 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.05 | | \$ 0.05 | |
| SUB TOTAL (ITEM # 4) | \$ 2.45 | sub total 4 | \$ 2.45 | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ 0.82 | | \$ 0.82 | |
| ROLL CALL | \$ - | | \$ - | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 3.51 | sub total 5 | \$ 3.51 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 20.90 | | \$ 19.90 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JFK - SUMMER TEMPORARY EMPLOYEE
Year 2**

| | FULL-TIME | |
|--|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | 12 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ <u>11.72</u> | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ <u>-</u> | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.07</u> | 1 |
| VACATION ALLOWANCE | \$ <u>-</u> | 0 |
| SICK TIME ALLOWANCE | \$ <u>-</u> | 0 |
| PENSION | \$ <u>-</u> | |
| WELFARE | \$ <u>-</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 3) | \$ <u>0.07</u> | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | \$ <u>0.93</u> | |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.45</u> | |
| F.U.I. | \$ <u>0.10</u> | |
| WORKERS' COMPENSATION | \$ <u>0.19</u> | |
| GENERAL LIABILITY INSURANCE | \$ <u>0.23</u> | |
| DISABILITY INSURANCE | \$ <u>0.03</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.04</u> | |
| SUB TOTAL (ITEM # 4) | \$ <u>1.97</u> | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | \$ <u>0.35</u> | |
| EQUIPMENT | \$ <u>-</u> | |
| MATERIALS | \$ <u>-</u> | |
| SUPPLIES | \$ <u>-</u> | |
| RELIEF | \$ <u>-</u> | |
| ROLL CALL | \$ <u>-</u> | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 5) | \$ <u>0.79</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>14.55</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - SUMMER TEMPORARY EMPLOYEE
Year 2**

| | FULL-TIME | |
|---|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | 6 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ <u>11.72</u> | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ <u>-</u> | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.07</u> | 1 |
| VACATION ALLOWANCE | \$ <u>-</u> | 0 |
| SICK TIME ALLOWANCE | \$ <u>-</u> | 0 |
| PENSION | \$ <u>-</u> | |
| WELFARE | \$ <u>-</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 3) | \$ <u>0.07</u> | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | \$ <u>0.93</u> | |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.45</u> | |
| F.U.I. | \$ <u>0.10</u> | |
| WORKERS' COMPENSATION | \$ <u>0.19</u> | |
| GENERAL LIABILITY INSURANCE | \$ <u>0.23</u> | |
| DISABILITY INSURANCE | \$ <u>0.03</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.04</u> | |
| SUB TOTAL (ITEM # 4) | \$ <u>1.97</u> | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | \$ <u>0.35</u> | |
| EQUIPMENT | \$ <u>-</u> | |
| MATERIALS | \$ <u>-</u> | |
| SUPPLIES | \$ <u>-</u> | |
| RELIEF | \$ <u>-</u> | |
| ROLL CALL | \$ <u>-</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 5) | \$ <u>0.79</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>14.55</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - SUMMER TEMPORARY EMPLOYEE
Year 1

| | FULL-TIME | |
|--|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | 12 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | <u>\$ 11.72</u> | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | <u>\$ -</u> | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | <u>\$ 0.07</u> | 1 |
| VACATION ALLOWANCE | <u>\$ -</u> | 0 |
| SICK TIME ALLOWANCE | <u>\$ -</u> | 0 |
| PENSION | <u>\$ -</u> | |
| WELFARE | <u>\$ -</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | <u>\$ -</u> | |
| SUB TOTAL (ITEM # 3) | <u>\$ 0.07</u> | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | <u>\$ 0.93</u> | |
| N.Y.S.U.I./N.J.S.U.I. | <u>\$ 0.45</u> | |
| F.U.I. | <u>\$ 0.10</u> | |
| WORKERS' COMPENSATION | <u>\$ 0.36</u> | |
| GENERAL LIABILITY INSURANCE | <u>\$ 0.23</u> | |
| DISABILITY INSURANCE | <u>\$ 0.03</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | <u>\$ 0.12</u> | |
| SUB TOTAL (ITEM # 4) | <u>\$ 2.22</u> | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | <u>\$ 0.35</u> | |
| EQUIPMENT | <u>\$ -</u> | |
| MATERIALS | <u>\$ -</u> | |
| SUPPLIES | <u>\$ -</u> | |
| RELIEF | <u>\$ -</u> | |
| ROLL CALL | <u>\$ -</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | <u>\$ 0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | <u>\$ 0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | <u>\$ -</u> | |
| SUB TOTAL (ITEM # 5) | <u>\$ 0.79</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | <u>\$ 14.80</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

FQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JK - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 2**

| | FULL-TIME | | PART-TIME | |
|--|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | 9 | | 3 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 17.46 | | \$ 17.46 | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.26 | 11 | \$ 0.26 | 11 |
| VACATION ALLOWANCE | \$ 0.71 | 10 | \$ 0.71 | 10 |
| SICK TIME ALLOWANCE | \$ 0.36 | 5 | \$ 0.36 | 5 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 1.33 | sub total 3 | \$ 1.33 | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.46 | | \$ 1.46 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.71 | | \$ 0.71 | |
| F.U.I. | \$ 0.15 | | \$ 0.15 | |
| WORKERS' COMPENSATION | \$ 0.29 | | \$ 0.29 | |
| GENERAL LIABILITY INSURANCE | \$ 0.36 | | \$ 0.36 | |
| DISABILITY INSURANCE | \$ 0.05 | | \$ 0.05 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.07 | | \$ 0.07 | |
| SUB TOTAL (ITEM # 4) | \$ 3.09 | sub total 4 | \$ 3.09 | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ - | | \$ - | |
| ROLL CALL | \$ - | | \$ - | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 2.69 | sub total 5 | \$ 2.69 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 25.57 | | \$ 24.57 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 2**

| | FULL-TIME 6 | | PART-TIME 2 | |
|--|----------------|-------------------------------|----------------|-------------------------------|
| <u>NUMBER OF EMPLOYEES</u> | 6 | | 2 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 17.32 | | \$ 17.32 | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.26 | 11 | \$ 0.26 | 11 |
| VACATION ALLOWANCE | \$ 0.71 | 10 | \$ 0.71 | 10 |
| SICK TIME ALLOWANCE | \$ 0.35 | 5 | \$ 0.35 | 5 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 1.32 | sub total 3 | \$ 1.32 | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.45 | | \$ 1.45 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.70 | | \$ 0.70 | |
| F.U.I. | \$ 0.15 | | \$ 0.15 | |
| WORKERS' COMPENSATION | \$ 0.29 | | \$ 0.29 | |
| GENERAL LIABILITY INSURANCE | \$ 0.36 | | \$ 0.36 | |
| DISABILITY INSURANCE | \$ 0.05 | | \$ 0.05 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MIA</u> | \$ 0.06 | | \$ 0.06 | |
| SUB TOTAL (ITEM # 4) | \$ 3.06 | sub total 4 | \$ 3.06 | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ - | | \$ - | |
| ROLL CALL | \$ - | | \$ - | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 2.69 | sub total 5 | \$ 2.69 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 25.39 | | \$ 24.39 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQ18 # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 2**

| | FULL-TIME 18 | | PART-TIME 5 |
|--|----------------------------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | 18 | | 5 |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ <u>17.53</u> | | \$ <u>17.53</u> |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ <u>1.00</u> | | \$ <u>-</u> |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.26</u> | 11 | \$ <u>0.26</u> 11 |
| VACATION ALLOWANCE | \$ <u>0.72</u> | 10 | \$ <u>0.72</u> 10 |
| SICK TIME ALLOWANCE | \$ <u>0.36</u> | 5 | \$ <u>0.36</u> 5 |
| PENSION | \$ <u>-</u> | | \$ <u>-</u> |
| WELFARE | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | | \$ <u>-</u> |
| SUB TOTAL (ITEM # 3) | \$ <u>1.34</u> sub total 3 | | \$ <u>1.34</u> sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW) | | | |
| P.I.C.A. | \$ <u>1.47</u> | | \$ <u>1.47</u> |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.71</u> | | \$ <u>0.71</u> |
| F.U.I. | \$ <u>0.15</u> | | \$ <u>0.15</u> |
| WORKERS' COMPENSATION | \$ <u>0.56</u> | | \$ <u>0.56</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.37</u> | | \$ <u>0.37</u> |
| DISABILITY INSURANCE | \$ <u>0.05</u> | | \$ <u>0.05</u> |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| SUB TOTAL (ITEM # 4) | \$ <u>3.50</u> sub total 4 | | \$ <u>3.50</u> sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> |
| RELIEF | \$ <u>-</u> | | \$ <u>-</u> |
| ROLL CALL | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> |
| SUB TOTAL (ITEM # 5) | \$ <u>2.69</u> sub total 5 | | \$ <u>2.69</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>26.06</u> | | \$ <u>25.06</u> |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
COL - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 2**

| | FULL-TIME | | PART-TIME |
|--|-----------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | 7 | | 2 |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 17.46 | | \$ 17.46 |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.26 | 11 | \$ 0.26 11 |
| VACATION ALLOWANCE | \$ 0.71 | 10 | \$ 0.71 10 |
| SICK TIME ALLOWANCE | \$ 0.36 | 5 | \$ 0.36 5 |
| PENSION | \$ - | | \$ - |
| WELFARE | \$ - | | \$ - |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - |
| SUB TOTAL (ITEM # 3) | \$ 1.33 | sub total 3 | \$ 1.33 sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ 1.46 | | \$ 1.46 |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.71 | | \$ 0.71 |
| F.U.I. | \$ 0.15 | | \$ 0.15 |
| WORKERS' COMPENSATION | \$ 0.29 | | \$ 0.29 |
| GENERAL LIABILITY INSURANCE | \$ 0.36 | | \$ 0.36 |
| DISABILITY INSURANCE | \$ 0.05 | | \$ 0.05 |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.07 | | \$ 0.07 |
| SUB TOTAL (ITEM # 4) | \$ 3.09 | sub total 4 | \$ 3.09 sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 |
| MATERIALS | \$ 0.12 | | \$ 0.12 |
| SUPPLIES | \$ 0.08 | | \$ 0.08 |
| RELIEF | \$ - | | \$ - |
| ROLL CALL | \$ - | | \$ - |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 |
| SUB TOTAL (ITEM # 5) | \$ 2.69 | sub total 5 | \$ 2.69 sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 25.57 | | \$ 24.57 |

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

Position - Customer Care Representative Manager

EWR/SWF Year 2

| | | |
|--|------------------|----------------------------|
| Direct Salary | | \$ <u>69,673.00</u> |
| Taxes: | | |
| F.I.C.A. | | \$ <u>5,329.98</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ <u>1,098.90</u> |
| F.U.I. | | \$ <u>56.00</u> |
| Worker's Compensation | | \$ <u>195.08</u> |
| General Liability Insurance | | \$ <u>-</u> |
| Disability Insurance | | \$ <u>74.25</u> |
| Vacation Allowance* | # <u>2</u> Weeks | \$ <u>-</u> |
| Sick Time Allowance* | # <u>10</u> Days | \$ <u>-</u> |
| Health Benefits | | \$ <u>7,516.80</u> |
| Other Specify | | \$ <u>-</u> |
| <u>City of Newark</u> | | \$ <u>696.73</u> |
| | | \$ <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ <u>84,640.74</u> |

Name of Proposed EWR/SWF Customer Care Representative Manager - Vera Gomes

Vendor Name: Gateway Security, Inc.

PART III (D)) - CALCULATION OF MONTHLY MANAGEMENT FEE
JFK - Year 2

| | <u>ANNUAL</u> |
|--|-----------------------------|
| Contract Representative Salary/Benefits | \$ <u>32,232.74</u> |
| Customer Care Representative Manager Salary/Benefits | \$ <u>85,680.78</u> |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ <u>59,434.43</u> |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | |
| <hr/> | |
| <hr/> | \$ <hr/> |
| * Insurance | \$ <hr/> |
| Office Furniture | \$ <u>5,000.00</u> |
| Telephone | \$ <u>2,400.00</u> |
| Office Machines | \$ <u>500.00</u> |
| Office Supplies | \$ <u>7,000.00</u> |
| Other Specify (Wide Area Network/managed router cost) | \$ <u>10,200.00</u> |
| Total Annual Management Fee | \$ <u>202,447.95</u> |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ <u>16,870.66</u> |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".

Vendor Name: Gateway Security, Inc.

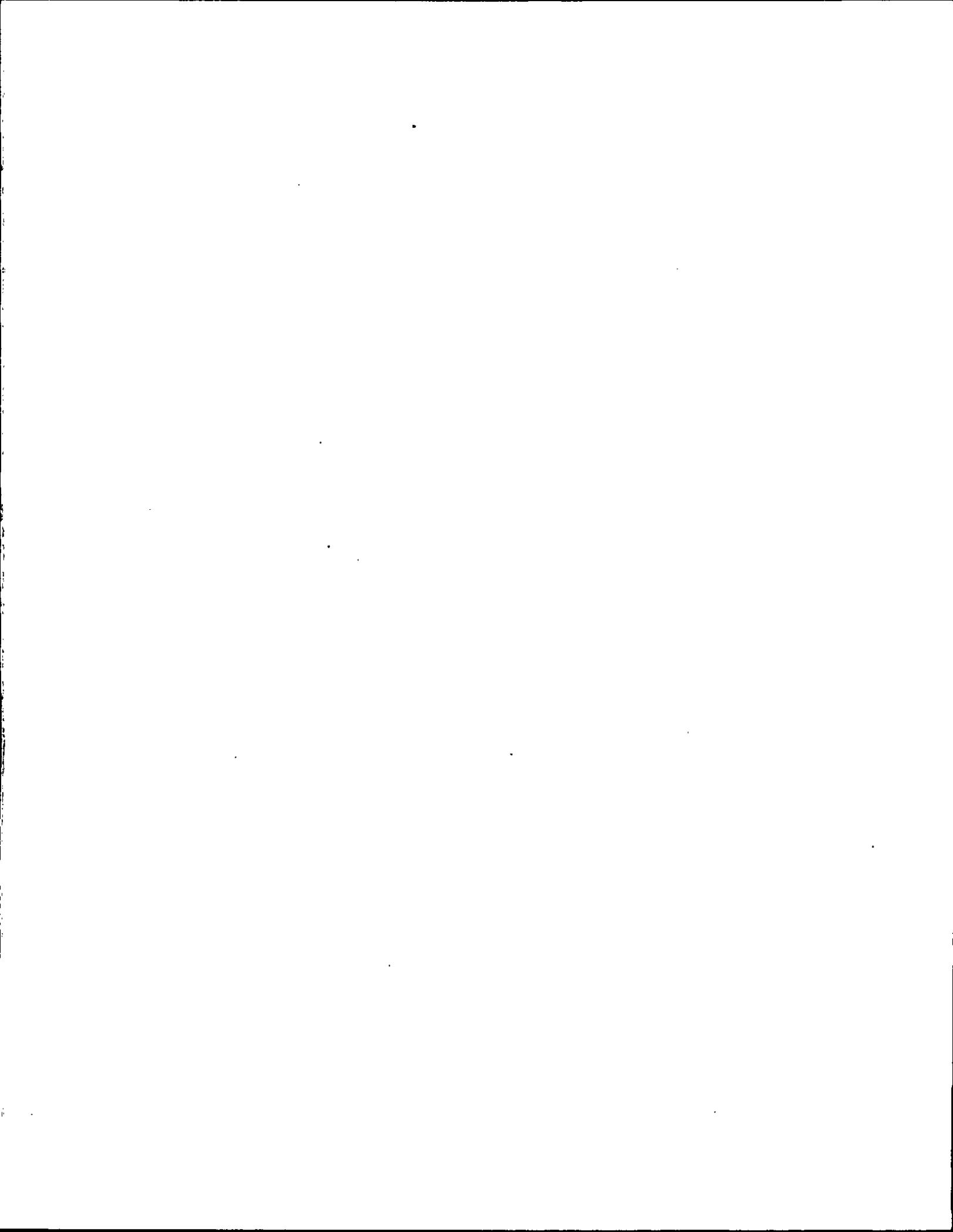
PART III (D) - CALCULATION OF MONTHLY MANAGEMENT FEE
EWR/SWF - Year 2

| | <u>ANNUAL</u> | |
|--|---------------|-------------------|
| Contract Representative Salary/Benefits | \$ | 52,343.58 |
| Customer Care Representative Manager Salary/Benefits | \$ | 84,640.74 |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ | 65,273.95 |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | | |
| _____ | \$ | |
| _____ | \$ | |
| * Insurance | \$ | |
| Office Furniture | \$ | 3,000.00 |
| Telephone | \$ | 2,400.00 |
| Office Machines | \$ | 500.00 |
| Office Supplies | \$ | 8,000.00 |
| Other Specify (Wide Area Network/managed router cost) | \$ | 8,700.00 |
| Total Annual Management Fee | \$ | 224,858.27 |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ | 18,738.19 |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

*** Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".**

Vendor Name: Gateway Security, Inc.



RESPONDENT'S NAME: GATEWAY SECURITY, INC.

PART III(A) - PRICE SHEET
Year 3

| | Est. Annual Post | | | | |
|---|------------------|-----|-------------|---|---------------------------|
| | Coverage Hours | | Hourly Rate | = | Est. Annual Charge |
| A. Customer Care Representative | | | | | |
| JFK (a) Full-Time | 121,230 | x | S 22.81 | = | 2,765,256.30 |
| JFK (b) Part-Time | 13,470 | x | S 21.81 | = | 293,780.70 |
| Sum of a & b shall equal | 134,700 | Hrs | | = | 3,059,037.00 sum of a & b |
| LGA (c) Full-Time | 81,675 | x | S 22.13 | = | 1,807,467.75 |
| LGA (d) Part-Time | 9,075 | x | S 21.13 | = | 191,754.75 |
| Sum of c & d shall equal | 90,750 | Hrs | | = | 1,999,222.50 sum of c & d |
| EWR (e) Full-Time | 208,962 | x | S 22.61 | = | 4,724,630.82 |
| EWR (f) Part-Time | 23,218 | x | S 21.61 | = | 501,740.98 |
| Sum of e & f shall equal | 232,180 | Hrs | | = | 5,226,371.80 sum of e & f |
| SWF (g) Full-Time | 5,260 | x | S 20.96 | = | 110,249.60 |
| SWF (h) Part-Time | 590 | x | S 19.96 | = | 11,776.40 |
| Sum of g & h shall equal | 5,850 | Hrs | | = | 122,026.00 sum of g & h |
| Year 3 - Customer Care Representative Estimated Total (A) | 463,480 | | | | 10,406,657.30 |
| B. Summer Temporary Employee | | | | | |
| JFK | 6,000 | x | S 15.36 | | 92,160.00 |
| LGA | 3,000 | x | S 15.36 | | 46,080.00 |
| EWR | 6,000 | x | S 15.63 | | 93,780.00 |
| Year 3 - Summer Temporary Employee Estimated Total (B) | | | | | 232,020.00 |
| C. Customer Care Representative Supervisor | | | | | |
| JFK (a) Full-Time | 19,710 | x | S 25.81 | = | 508,715.10 |
| JFK (b) Part-Time | 2,190 | x | S 24.81 | = | 54,333.90 |
| Sum of a & b shall equal | 21,900 | Hrs | | = | 563,049.00 sum of a & b |
| LGA (c) Full-Time | 11,826 | x | S 25.61 | = | 302,863.86 |
| LGA (d) Part-Time | 1,314 | x | S 24.61 | = | 32,337.54 |
| Sum of c & d shall equal | 13,140 | Hrs | | = | 335,201.40 sum of c & d |
| EWR (e) Full-Time | 37,449 | x | S 26.29 | = | 984,534.21 |
| EWR (f) Part-Time | 4,161 | x | S 25.29 | = | 105,231.69 |
| Sum of e & f shall equal | 41,610 | Hrs | | = | 1,089,765.90 sum of e & f |
| COL (g) Full-Time | 14,140 | 0 | S 25.81 | = | 364,953.40 |
| COL (h) Part-Time | 1,460 | x | S 24.81 | = | 36,222.60 |
| Sum of g & h shall equal | 15,600 | Hrs | | = | 401,176.00 sum of g & h |
| Year 3 - Customer Care Representative Supervisor Estimated Total (C) | 92,250 | | | | 2,389,192.30 |

| | | | | | |
|----------------------------------|------------------------|---|-----------|---|------------|
| D. Monthly Management Fee | *Monthly Charge | | | | |
| JFK | \$ 17,179.73 | x | 12 months | = | 206,156.80 |
| LGA | \$ 14,052.09 | x | 12 months | = | 168,625.12 |
| EWR/SWF | \$ 18,960.19 | x | 12 months | = | 227,522.27 |

Year 3 - Monthly Management Fee Estimated Total (D) 602,304.19

E. Monthly Cost of Space (if any) 0 x 12 months =

F. Fleet Operating Charge - Per Section of the Contract entitled "Vehicular Transportation Services", fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at John F. Kennedy International Airport at no charge to the Contractor.

| | Monthly Op. Charge per Vehicle | Number of Vehicles | Monthly Op. Charge | | | |
|-------------------|--------------------------------------|--------------------|-----------------------|---|-----------|-------------|
| a. JFK | | | | | | |
| 5-Passenger | \$ 1,580.00 | 2 | \$ 3,160.00 | x | 12 months | = 37,920.00 |
| 7-Passenger (H/C) | \$ 1,750.00 | 1 | \$ 1,750.00 | x | 12 months | = 21,000.00 |
| 15-Passenger | \$ 1,930.00 | 2 | \$ 3,860.00 | x | 12 months | = 46,320.00 |
| B. LGA | | | | | | |
| 5-Passenger | 1,468.68 | 1 | \$ 1,468.68 | x | 12 months | = 17,624.12 |
| 7-Passenger (H/C) | 1,949.56 | 1 | \$ 1,949.56 | x | 12 months | = 23,394.74 |
| 15-Passenger | 2,464.72 | 2 | \$ 4,929.44 | x | 12 months | = 59,153.33 |
| C. EWR | | | | | | |
| 5-Passenger | 1,572.45 | 1 | \$ 1,572.45 | x | 12 months | = 18,869.41 |
| 7-Passenger (H/C) | 1,916.67 | 1 | \$ 1,916.67 | x | 12 months | = 23,000.00 |
| 15-Passenger | 1,949.89 | 3 | \$ 5,849.67 | x | 12 months | = 70,196.00 |

Year 3 - Fleet Operating Charge (F) 317,477.60

Estimated Total - Year 3 of 5-Year Base Amount (A) + (B) + (C) + (D) + (E) + (F) = 13,947,651.39

(Thirteen Million Nine Hundred Forty Seven Thousand Six Hundred Fifty One Dollars and Thirty Nine Cents)
(Please express in words and figures)

*Note: These items subject but not limited to; CCR Assistant Manager salary, CCR Manager salary, the Contract Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The proposer is encouraged to include these costs in the Management Fee. In computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Annual Direct Salaries are specified.

** Note: In computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly Wage and Benefits are specified.

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JFK - CUSTOMER CARE REPRESENTATIVES
Year 3**

| | FULL-TIME | | PART-TIME |
|--|-----------------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | 58 | | 16 |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ <u>13.75</u> | | \$ <u>13.75</u> |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ <u>1.00</u> | | \$ <u> </u> |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.21</u> | <u>11</u> | \$ <u>0.21</u> <u>11</u> |
| VACATION ALLOWANCE | \$ <u>0.56</u> | <u>10</u> | \$ <u>0.56</u> <u>10</u> |
| SICK TIME ALLOWANCE | \$ <u>0.17</u> | <u>3</u> | \$ <u>0.17</u> <u>3</u> |
| PENSION | \$ <u>-</u> | | \$ <u>-</u> |
| WELFARE | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY <u> </u> | \$ <u>-</u> | | \$ <u>-</u> |
| SUB TOTAL (ITEM # 3) | \$ <u>0.94</u> | sub total 3 | \$ <u>0.94</u> sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ <u>1.28</u> | | \$ <u>1.28</u> |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.62</u> | | \$ <u>0.62</u> |
| F.U.I. | \$ <u>0.13</u> | | \$ <u>0.13</u> |
| WORKERS' COMPENSATION | \$ <u>0.26</u> | | \$ <u>0.26</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.32</u> | | \$ <u>0.32</u> |
| DISABILITY INSURANCE | \$ <u>0.04</u> | | \$ <u>0.04</u> |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.06</u> | | \$ <u>0.06</u> |
| SUB TOTAL (ITEM # 4) | \$ <u>2.71</u> | sub total 4 | \$ <u>2.71</u> sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> |
| RELIEF | \$ <u>0.86</u> | | \$ <u>0.86</u> |
| ROLL CALL | \$ <u>0.86</u> | | \$ <u>0.86</u> |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> |
| SUB TOTAL (ITEM # 5) | \$ <u>4.41</u> | sub total 5 | \$ <u>4.41</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>22.81</u> | | \$ <u>21.81</u> |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - CUSTOMER CARE REPRESENTATIVES
Year 3**

| | FULL-TIME | | PART-TIME | |
|---|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | 39 | | 11 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 13.26 | | \$ 13.26 | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)</u> | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 | 11 | \$ 0.20 | 11 |
| VACATION ALLOWANCE | \$ 0.54 | 10 | \$ 0.54 | 10 |
| SICK TIME ALLOWANCE | \$ 0.16 | 3 | \$ 0.16 | 3 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 0.90 | sub total 3 | \$ 0.90 | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.24 | | \$ 1.24 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.60 | | \$ 0.60 | |
| F.U.I. | \$ 0.13 | | \$ 0.13 | |
| WORKERS' COMPENSATION | \$ 0.25 | | \$ 0.25 | |
| GENERAL LIABILITY INSURANCE | \$ 0.31 | | \$ 0.31 | |
| DISABILITY INSURANCE | \$ 0.04 | | \$ 0.04 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.05 | | \$ 0.05 | |
| SUB TOTAL (ITEM # 4) | \$ 2.62 | sub total 4 | \$ 2.62 | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)</u> | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ 0.83 | | \$ 0.83 | |
| ROLL CALL | \$ 0.83 | | \$ 0.83 | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 4.35 | sub total 5 | \$ 4.35 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 22.13 | | \$ 21.13 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER : EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVES
Year 3**

| | FULL-TIME | | PART-TIME | |
|---|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | 100 | | 28 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ 13.37 | | \$ 13.37 | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ 1.00 | | \$ - | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 | 11 | \$ 0.20 | 11 |
| VACATION ALLOWANCE | \$ 0.54 | 10 | \$ 0.54 | 10 |
| SICK TIME ALLOWANCE | \$ 0.16 | 3 | \$ 0.16 | 3 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 0.90 | sub total 3 | \$ 0.90 | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.25 | | \$ 1.25 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.60 | | \$ 0.60 | |
| F.U.I. | \$ 0.13 | | \$ 0.13 | |
| WORKERS' COMPENSATION | \$ 0.48 | | \$ 0.48 | |
| GENERAL LIABILITY INSURANCE | \$ 0.31 | | \$ 0.31 | |
| DISABILITY INSURANCE | \$ 0.04 | | \$ 0.04 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | \$ 0.16 | | \$ 0.16 | |
| SUB TOTAL (ITEM # 4) | \$ 2.97 | sub total 4 | \$ 2.97 | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ 0.84 | | \$ 0.84 | |
| ROLL CALL | \$ 0.84 | | \$ 0.84 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 4.37 | sub total 5 | \$ 4.37 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 22.61 | | \$ 21.61 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
SWF - CUSTOMER CARE REPRESENTATIVES
Year 3**

| | FULL-TIME | | PART-TIME | |
|--|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | 3 | | 1 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 13.11 | | \$ 13.11 | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.20 | 11 | \$ 0.20 | 11 |
| VACATION ALLOWANCE | \$ 0.53 | 10 | \$ 0.53 | 10 |
| SICK TIME ALLOWANCE | \$ 0.16 | 3 | \$ 0.16 | 3 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 0.89 | sub total 3 | \$ 0.89 | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.16 | | \$ 1.16 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.56 | | \$ 0.56 | |
| F.U.I. | \$ 0.12 | | \$ 0.12 | |
| WORKERS' COMPENSATION | \$ 0.23 | | \$ 0.23 | |
| GENERAL LIABILITY INSURANCE | \$ 0.29 | | \$ 0.29 | |
| DISABILITY INSURANCE | \$ 0.04 | | \$ 0.04 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.05 | | \$ 0.05 | |
| SUB TOTAL (ITEM # 4) | \$ 2.45 | sub total 4 | \$ 2.45 | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ 0.82 | | \$ 0.82 | |
| ROLL CALL | \$ - | | \$ - | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 3.51 | sub total 5 | \$ 3.51 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 20.96 | | \$ 19.96 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JFK - SUMMER TEMPORARY EMPLOYEE
Year 3**

| | FULL-TIME | |
|--|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | 12 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ <u>12.09</u> | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ <u>-</u> | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.07</u> | 1 |
| VACATION ALLOWANCE | \$ <u>-</u> | 0 |
| SICK TIME ALLOWANCE | \$ <u>-</u> | 0 |
| PENSION | \$ <u>-</u> | |
| WELFARE | \$ <u>-</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 3) | \$ <u>0.07</u> | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | \$ <u>0.96</u> | |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.46</u> | |
| F.U.I. | \$ <u>0.10</u> | |
| WORKERS' COMPENSATION | \$ <u>0.19</u> | |
| GENERAL LIABILITY INSURANCE | \$ <u>0.24</u> | |
| DISABILITY INSURANCE | \$ <u>0.03</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.04</u> | |
| SUB TOTAL (ITEM # 4) | \$ <u>2.02</u> | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | \$ <u>0.35</u> | |
| EQUIPMENT | \$ <u>0.19</u> | |
| MATERIALS | \$ <u>0.12</u> | |
| SUPPLIES | \$ <u>0.08</u> | |
| RELIEF | \$ <u>-</u> | |
| ROLL CALL | \$ <u>-</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 5) | \$ <u>1.18</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>15.36</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - SUMMER TEMPORARY EMPLOYEE
Year 3**

| | | | |
|--|-----------|--------------|-------------------------------|
| NUMBER OF EMPLOYEES | FULL-TIME | 6 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ | <u>12.09</u> | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ | <u>-</u> | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ | <u>0.07</u> | 1 |
| VACATION ALLOWANCE | \$ | <u>-</u> | 0 |
| SICK TIME ALLOWANCE | \$ | <u>-</u> | 0 |
| PENSION | \$ | <u>-</u> | |
| WELFARE | \$ | <u>-</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ | <u>-</u> | |
| SUB TOTAL (ITEM # 3) | \$ | <u>0.07</u> | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ | <u>0.96</u> | |
| N.Y.S.U.I./N.J.S.U.I. | \$ | <u>0.46</u> | |
| F.U.I. | \$ | <u>0.10</u> | |
| WORKERS' COMPENSATION | \$ | <u>0.19</u> | |
| GENERAL LIABILITY INSURANCE | \$ | <u>0.24</u> | |
| DISABILITY INSURANCE | \$ | <u>0.03</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MJA</u> | \$ | <u>0.04</u> | |
| SUB TOTAL (ITEM # 4) | \$ | <u>2.02</u> | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ | <u>0.35</u> | |
| EQUIPMENT | \$ | <u>0.19</u> | |
| MATERIALS | \$ | <u>0.12</u> | |
| SUPPLIES | \$ | <u>0.08</u> | |
| RELIEF | \$ | <u>-</u> | |
| ROLL CALL | \$ | <u>-</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ | <u>0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ | <u>0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ | <u>-</u> | |
| SUB TOTAL (ITEM # 5) | \$ | <u>1.18</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ | <u>15.36</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - SUMMER TEMPORARY EMPLOYEE
Year 3**

| | FULL-TIME | |
|---|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | 12 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | <u>\$ 12.09</u> | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | <u>\$ -</u> | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | <u>\$ 0.07</u> | 1 |
| VACATION ALLOWANCE | <u>\$ -</u> | 0 |
| SICK TIME ALLOWANCE | <u>\$ -</u> | 0 |
| PENSION | <u>\$ -</u> | |
| WELFARE | <u>\$ -</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | <u>\$ -</u> | |
| SUB TOTAL (ITEM # 3) | <u>\$ 0.07</u> | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | |
| (ITEMS REQUIRED BY LAW) | | |
| F.I.C.A. | <u>\$ 0.96</u> | |
| N.Y.S.U.I./N.J.S.U.I. | <u>\$ 0.46</u> | |
| F.U.I. | <u>\$ 0.10</u> | |
| WORKERS' COMPENSATION | <u>\$ 0.37</u> | |
| GENERAL LIABILITY INSURANCE | <u>\$ 0.24</u> | |
| DISABILITY INSURANCE | <u>\$ 0.03</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | <u>\$ 0.13</u> | |
| SUB TOTAL (ITEM # 4) | <u>\$ 2.29</u> | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | <u>\$ 0.35</u> | |
| EQUIPMENT | <u>\$ 0.19</u> | |
| MATERIALS | <u>\$ 0.12</u> | |
| SUPPLIES | <u>\$ 0.08</u> | |
| RELIEF | <u>\$ -</u> | |
| ROLL CALL | <u>\$ -</u> | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | <u>\$ 0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | <u>\$ 0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | <u>\$ -</u> | |
| SUB TOTAL (ITEM # 5) | <u>\$ 1.18</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | <u>\$ 15.63</u> | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
IFK - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 3**

| | FULL-TIME | | PART-TIME | |
|--|-----------|-------------------------------|-----------|-------------------------------|
| NUMBER OF EMPLOYEES | 9 | | 3 | |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ 17.63 | | \$ 17.63 | |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ 1.00 | | \$ - | |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ 0.27 | 11 | \$ 0.27 | 11 |
| VACATION ALLOWANCE | \$ 0.72 | 10 | \$ 0.72 | 10 |
| SICK TIME ALLOWANCE | \$ 0.36 | 5 | \$ 0.36 | 5 |
| PENSION | \$ - | | \$ - | |
| WELFARE | \$ - | | \$ - | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ - | | \$ - | |
| SUB TOTAL (ITEM # 3) | \$ 1.35 | sub total 3 | \$ 1.35 | sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ 1.48 | | \$ 1.48 | |
| N.Y.S.U.I./N.J.S.U.I. | \$ 0.72 | | \$ 0.72 | |
| F.U.I. | \$ 0.15 | | \$ 0.15 | |
| WORKERS' COMPENSATION | \$ 0.30 | | \$ 0.30 | |
| GENERAL LIABILITY INSURANCE | \$ 0.37 | | \$ 0.37 | |
| DISABILITY INSURANCE | \$ 0.05 | | \$ 0.05 | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ 0.07 | | \$ 0.07 | |
| SUB TOTAL (ITEM # 4) | \$ 3.14 | sub total 4 | \$ 3.14 | sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | | |
| UNIFORMS | \$ 0.35 | | \$ 0.35 | |
| EQUIPMENT | \$ 0.19 | | \$ 0.19 | |
| MATERIALS | \$ 0.12 | | \$ 0.12 | |
| SUPPLIES | \$ 0.08 | | \$ 0.08 | |
| RELIEF | \$ - | | \$ - | |
| ROLL CALL | \$ - | | \$ - | |
| OTHER COMPENENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ 0.35 | | \$ 0.35 | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ 0.09 | | \$ 0.09 | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ 1.51 | | \$ 1.51 | |
| SUB TOTAL (ITEM # 5) | \$ 2.69 | sub total 5 | \$ 2.69 | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ 25.81 | | \$ 24.81 | |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
LGA - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 3**

| | FULL-TIME 6 | | PART-TIME 2 |
|--|----------------------------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | 6 | | 2 |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ <u>17.49</u> | | \$ <u>17.49</u> |
| <u>ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ <u>1.00</u> | | \$ <u>-</u> |
| <u>ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.26</u> | 11 | \$ <u>0.26</u> 11 |
| VACATION ALLOWANCE | \$ <u>0.71</u> | 10 | \$ <u>0.71</u> 10 |
| SICK TIME ALLOWANCE | \$ <u>0.36</u> | 5 | \$ <u>0.36</u> 5 |
| PENSION | \$ <u>-</u> | | \$ <u>-</u> |
| WELFARE | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | | \$ <u>-</u> |
| SUB TOTAL (ITEM # 3) | \$ <u>1.33</u> sub total 3 | | \$ <u>1.33</u> sub total 3 |
| <u>ITEM # 4 AVERAGE TAXES AND INSURANCE</u> | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ <u>1.47</u> | | \$ <u>1.47</u> |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.71</u> | | \$ <u>0.71</u> |
| F.U.I. | \$ <u>0.15</u> | | \$ <u>0.15</u> |
| WORKERS' COMPENSATION | \$ <u>0.29</u> | | \$ <u>0.29</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.36</u> | | \$ <u>0.36</u> |
| DISABILITY INSURANCE | \$ <u>0.05</u> | | \$ <u>0.05</u> |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.07</u> | | \$ <u>0.07</u> |
| SUB TOTAL (ITEM # 4) | \$ <u>3.10</u> sub total 4 | | \$ <u>3.10</u> sub total 4 |
| <u>ITEM # 5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> |
| RELIEF | \$ <u>-</u> | | \$ <u>-</u> |
| ROLL CALL | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> |
| SUB TOTAL (ITEM # 5) | \$ <u>2.69</u> sub total 5 | | \$ <u>2.69</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>25.61</u> | | \$ <u>24.61</u> |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 3**

| | FULL-TIME | | PART-TIME |
|---|-----------------|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | 18 | | 5 |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ <u>17.71</u> | | \$ <u>17.71</u> |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ <u>1.00</u> | | \$ <u>-</u> |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | | |
| | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.27</u> | 11 | \$ <u>0.27</u> 11 |
| VACATION ALLOWANCE | \$ <u>0.72</u> | 10 | \$ <u>0.72</u> 10 |
| SICK TIME ALLOWANCE | \$ <u>0.36</u> | 5 | \$ <u>0.36</u> 5 |
| PENSION | \$ <u>-</u> | | \$ <u>-</u> |
| WELFARE | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | | \$ <u>-</u> |
| SUB TOTAL (ITEM # 3) | \$ <u>1.35</u> | sub total 3 | \$ <u>1.35</u> sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | | |
| (ITEMS REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ <u>1.48</u> | | \$ <u>1.48</u> |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.72</u> | | \$ <u>0.72</u> |
| F.U.I. | \$ <u>0.16</u> | | \$ <u>0.16</u> |
| WORKERS' COMPENSATION | \$ <u>0.57</u> | | \$ <u>0.57</u> |
| GENERAL LIABILITY INSURANCE | \$ <u>0.37</u> | | \$ <u>0.37</u> |
| DISABILITY INSURANCE | \$ <u>0.05</u> | | \$ <u>0.05</u> |
| OTHER TAXES AND INSURANCE SPECIFY <u>City of Newark</u> | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| SUB TOTAL (ITEM # 4) | \$ <u>3.54</u> | sub total 4 | \$ <u>3.54</u> sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> |
| RELIEF | \$ <u>-</u> | | \$ <u>-</u> |
| ROLL CALL | \$ <u>-</u> | | \$ <u>-</u> |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> |
| SUB TOTAL (ITEM # 5) | \$ <u>2.69</u> | sub total 5 | \$ <u>2.69</u> sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>26.29</u> | | \$ <u>25.29</u> |

RESPONDENT'S NAME GATEWAY SECURITY, INC.

BID NUMBER

EQIB # 21266

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
COL - CUSTOMER CARE REPRESENTATIVE SUPERVISOR
Year 3**

| | FULL-TIME | | PART-TIME | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|
| NUMBER OF EMPLOYEES | 7 | | 2 | |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ <u>17.63</u> | | \$ <u>17.63</u> | |
| ITEM # 2 AVERAGE HEALTH BENEFITS - HEALTH | \$ <u>1.00</u> | | \$ <u>-</u> | |
| ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | | | |
| | | NUMBER OF DAYS PROVIDED | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ <u>0.27</u> | 11 | \$ <u>0.27</u> | 11 |
| VACATION ALLOWANCE | \$ <u>0.72</u> | 10 | \$ <u>0.72</u> | 10 |
| SICK TIME ALLOWANCE | \$ <u>0.36</u> | 5 | \$ <u>0.36</u> | 5 |
| PENSION | \$ <u>-</u> | | \$ <u>-</u> | |
| WELFARE | \$ <u>-</u> | | \$ <u>-</u> | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ <u>-</u> | | \$ <u>-</u> | |
| SUB TOTAL (ITEM # 3) | \$ <u>1.35</u> | sub total 3 | \$ <u>1.35</u> | sub total 3 |
| ITEM # 4 AVERAGE TAXES AND INSURANCE | | | | |
| (ITEMS REQUIRED BY LAW) | | | | |
| F.I.C.A. | \$ <u>1.48</u> | | \$ <u>1.48</u> | |
| N.Y.S.U.I./N.J.S.U.I. | \$ <u>0.72</u> | | \$ <u>0.72</u> | |
| F.U.I. | \$ <u>0.15</u> | | \$ <u>0.15</u> | |
| WORKERS' COMPENSATION | \$ <u>0.30</u> | | \$ <u>0.30</u> | |
| GENERAL LIABILITY INSURANCE | \$ <u>0.37</u> | | \$ <u>0.37</u> | |
| DISABILITY INSURANCE | \$ <u>0.05</u> | | \$ <u>0.05</u> | |
| OTHER TAXES AND INSURANCE SPECIFY <u>MTA</u> | \$ <u>0.07</u> | | \$ <u>0.07</u> | |
| SUB TOTAL (ITEM # 4) | \$ <u>3.14</u> | sub total 4 | \$ <u>3.14</u> | sub total 4 |
| ITEM # 5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | | | |
| UNIFORMS | \$ <u>0.35</u> | | \$ <u>0.35</u> | |
| EQUIPMENT | \$ <u>0.19</u> | | \$ <u>0.19</u> | |
| MATERIALS | \$ <u>0.12</u> | | \$ <u>0.12</u> | |
| SUPPLIES | \$ <u>0.08</u> | | \$ <u>0.08</u> | |
| RELIEF | \$ <u>-</u> | | \$ <u>-</u> | |
| ROLL CALL | \$ <u>-</u> | | \$ <u>-</u> | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>Training</u> | \$ <u>0.35</u> | | \$ <u>0.35</u> | |
| SPECIFY <u>Recruitment/processing Costs</u> | \$ <u>0.09</u> | | \$ <u>0.09</u> | |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ <u>1.51</u> | | \$ <u>1.51</u> | |
| SUB TOTAL (ITEM # 5) | \$ <u>2.69</u> | sub total 5 | \$ <u>2.69</u> | sub total 5 |
| TOTAL (ITEMS 1, 2, 3, 4 & 5) | \$ <u>25.81</u> | | \$ <u>24.81</u> | |

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

Position - Customer Care Representative Manager

LGA Year 3

| | | | |
|--|------------------|----|------------------|
| Direct Salary | | \$ | <u>55,760.00</u> |
| Taxes: | | | |
| F.I.C.A. | | \$ | <u>4,265.64</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ | <u>259.00</u> |
| F.U.I. | | \$ | <u>56.00</u> |
| Worker's Compensation | | \$ | <u>853.13</u> |
| General Liability Insurance | | \$ | <u>-</u> |
| Disability Insurance | | \$ | <u>17.50</u> |
| Vacation Allowance* | # <u>2 Weeks</u> | \$ | <u>-</u> |
| Sick Time Allowance* | # <u>10 Days</u> | \$ | <u>-</u> |
| Health Benefits | | \$ | <u>7,746.48</u> |
| Other Specify | | \$ | <u>-</u> |
| <u>MTA</u> | | \$ | <u>189.58</u> |
| | | \$ | <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ | 69,147.33 |

Name of Proposed LGA Customer Care Representative Manager - Jay Vasudevan

Vendor Name: Gateway Security, Inc.

PART III (C) - CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position - Customer Care Representative Manager

EWR/SWF Year 3

| | | | |
|--|------------------|----|------------------|
| Direct Salary | | \$ | <u>69,673.00</u> |
| Taxes: | | | |
| F.I.C.A. | | \$ | <u>5,329.98</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ | <u>1,098.90</u> |
| F.U.I. | | \$ | <u>56.00</u> |
| Worker's Compensation | | \$ | <u>195.08</u> |
| General Liability Insurance | | \$ | <u>-</u> |
| Disability Insurance | | \$ | <u>74.25</u> |
| Vacation Allowance* | # <u>2</u> Weeks | \$ | <u>-</u> |
| Sick Time Allowance* | # <u>10</u> Days | \$ | <u>-</u> |
| Health Benefits | | \$ | <u>7,746.48</u> |
| Other Specify | | \$ | <u>-</u> |
| <u>City of Newark</u> | | \$ | <u>696.73</u> |
| | | \$ | <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ | 84,870.42 |

Name of Proposed EWR/SWF Customer Care Representative Manager - Vera Gomes

Vendor Name: Gateway Security, Inc.

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

Position - Customer Care Representative Assistant Manager

JFK Year 3

| | | |
|--|------------------|----------------------------|
| Direct Salary | | \$ <u>47,954.00</u> |
| Taxes: | | |
| F.I.C.A. | | \$ <u>3,668.48</u> |
| N.Y.S.U.I./N.J.S.U.I. | | \$ <u>259.00</u> |
| F.U.I. | | \$ <u>56.00</u> |
| Worker's Compensation | | \$ <u>733.70</u> |
| General Liability Insurance | | \$ <u>-</u> |
| Disability Insurance | | \$ <u>114.00</u> |
| Vacation Allowance* | # <u>2 Weeks</u> | \$ <u>-</u> |
| Sick Time Allowance* | # <u>10 Days</u> | \$ <u>-</u> |
| Health Benefits | | \$ <u>7,746.48</u> |
| Other Specify | | \$ <u>-</u> |
| <u>MTA</u> | | \$ <u>163.04</u> |
| | | \$ <u>-</u> |
| Total Annual Salary & Supplemental Benefits | | \$ <u>60,694.70</u> |

Name of Proposed JFK Customer Care Representative Assistant Manager - Oscar Reyes

Vendor Name: Gateway Security, Inc.

PART III (D)) - CALCULATION OF MONTHLY MANAGEMENT FEE
JFK - Year 3

| | <u>ANNUAL</u> |
|---|-----------------------------|
| Contract Representative Salary/Benefits | \$ <u>32,894.26</u> |
| Customer Care Representative Manager Salary/Benefits | \$ <u>87,467.84</u> |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ <u>60,694.70</u> |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | |
| | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ <u>5,000.00</u> |
| Telephone | \$ <u>2,400.00</u> |
| Office Machines | \$ <u>500.00</u> |
| Office Supplies | \$ <u>7,000.00</u> |
| Other Specify (Wide Area Network/managed router cost) | \$ <u>10,200.00</u> |
| Total Annual Management Fee | \$ <u>206,156.80</u> |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ <u>17,179.73</u> |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".

Vendor Name: Gateway Security, Inc.

**PART III (D)) - CALCULATION OF MONTHLY MANAGEMENT FEE
LGA - Year 3**

| | ANNUAL |
|--|----------------------|
| Contract Representative Salary/Benefits | \$ 19,845.44 |
| Customer Care Representative Manager Salary/Benefits | \$ 69,147.33 |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ 57,032.35 |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ 4,000.00 |
| Telephone | \$ 2,400.00 |
| Office Machines | \$ 500.00 |
| Office Supplies | \$ 7,000.00 |
| Other Specify (Wide Area Network/managed router cost) | \$ 8,700.00 |
| Total Annual Management Fee | \$ 168,625.12 |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ 14,052.09 |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

*** Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".**

Vendor Name: Gateway Security, Inc.

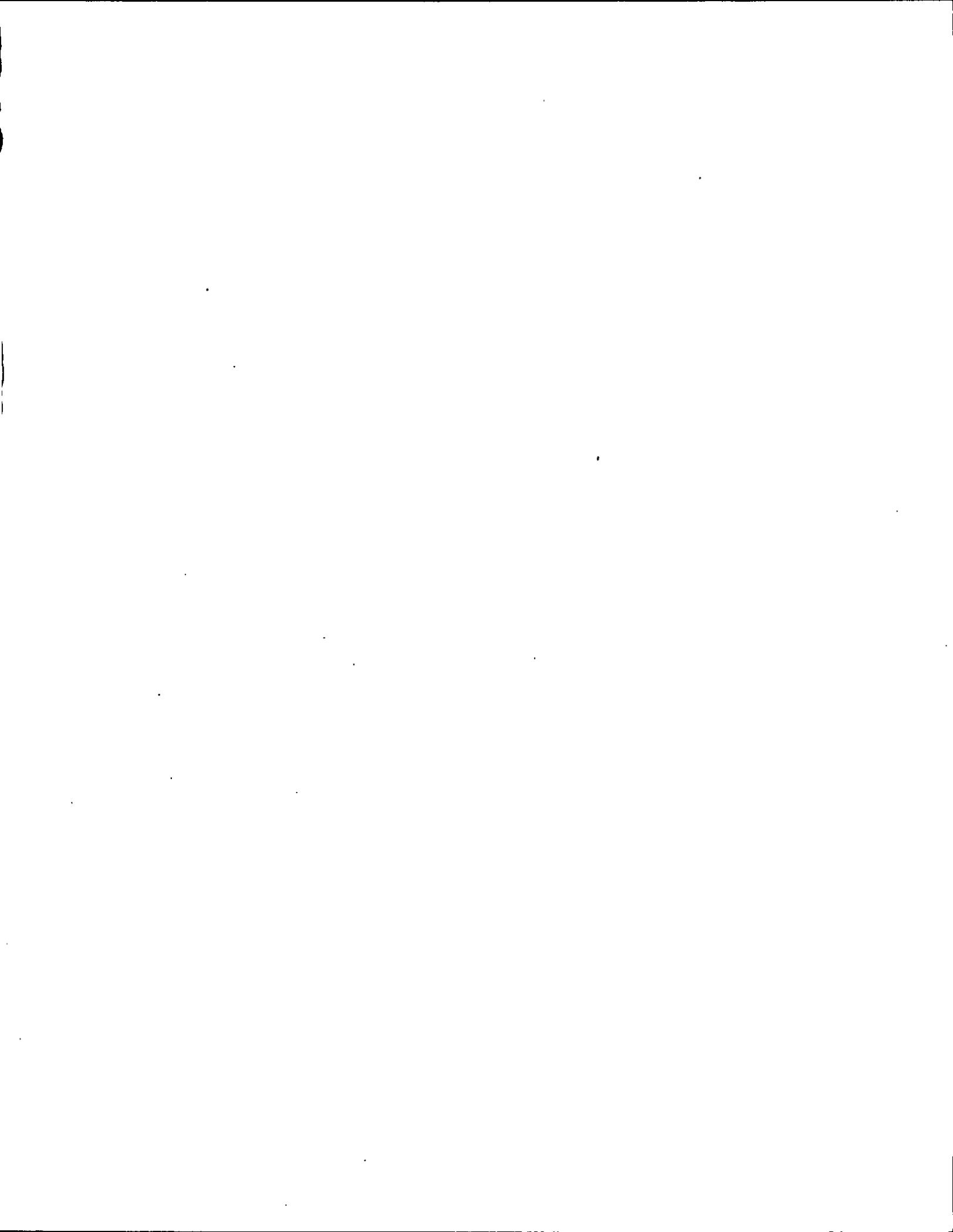
**PART III (D) - CALCULATION OF MONTHLY MANAGEMENT FEE
EWR/SWF - Year 3**

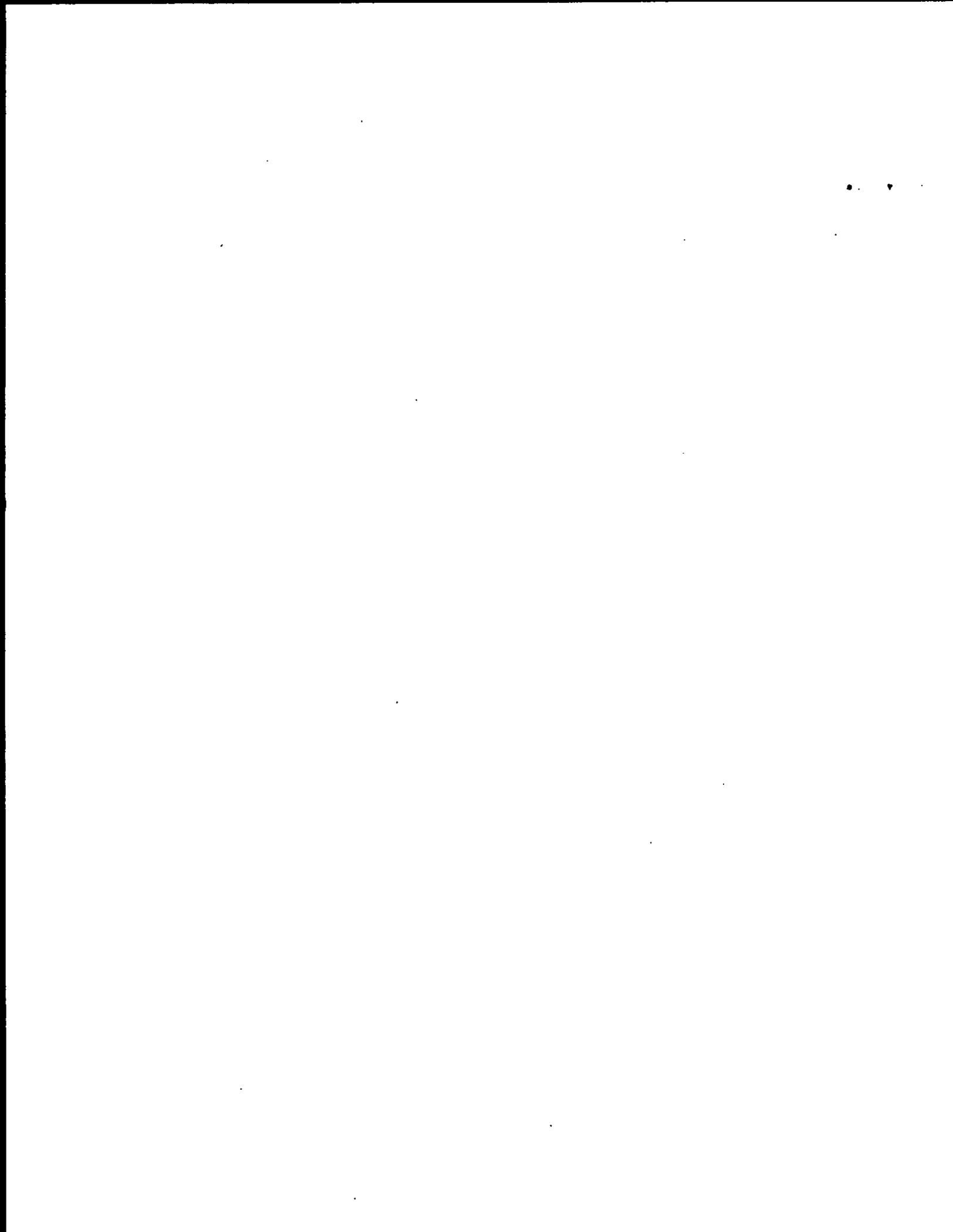
| | <u>ANNUAL</u> |
|--|-----------------------------|
| Contract Representative Salary/Benefits | \$ <u>53,417.83</u> |
| Customer Care Representative Manager Salary/Benefits | \$ <u>84,870.42</u> |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ <u>66,634.02</u> |
| Other Required Positions (For each position and "Annual Salary Position Form" - Part III (C) shall be completed) | |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ <u>3,000.00</u> |
| Telephone | \$ <u>2,400.00</u> |
| Office Machines | \$ <u>500.00</u> |
| Office Supplies | \$ <u>8,000.00</u> |
| Other Specify (Wide Area Network/managed router cost) | \$ <u>8,700.00</u> |
| Total Annual Management Fee | \$ <u>227,522.27</u> |
| Total Monthly Management Fee (total Annual Management Fee / 12 months) | \$ <u>18,960.19</u> |

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include any costs in the hourly rates.

*** Do not include vehicle or health insurance in this insurance costs. It only applies to the Insurance cost of the Section "Insurance procured by the Contractor".**

Vendor Name: Gateway Security, Inc.







LETTER OF TRANSMITTAL

The Port Authority of NY & NJ
Attn: Purchasing Services Division
Procurement Department
1 Madison Avenue, 7th Floor
New York, NY 10010

**TITLE: Customer Care Representatives and Management Services for
Customer Assistance at
John F. Kennedy International, Newark Liberty International, LaGuardia and
Stewart International Airports**

SOLICITATION #: 21266

Dear Procurement Officer,

It is with sincere pleasure that we submit the enclosed Evaluation of Qualification Information (EQIB) for Customer Care Representatives and Management Services for Customer Assistance at John F. Kennedy International, Newark Liberty International, LaGuardia and Stewart International Airports.

Gateway Security, Inc. a privately held company, is in the business of building relationships since 1979. We have a national and international footprint with a particularly strong presence in Arizona, California, Florida, New Jersey and New York. With headquarters in New Jersey and California we provide strategically targeted regional, national and international presence. Our superior executive-level client service and over 4,000 expertly trained personnel guarantee our clients' unmatched flexibility and satisfaction.

Please accept the following as the Letter of transmittal for gateway Security, Inc. containing the information specified in the EQIB:

| FRONTLINE SERVICES | 1000 W. MARKET STREET

604-608 Market Street • Newark • NJ 07105
973.456.8006 • www.GatewayGroupOne.com



The following are the details of our Company:

1. **Name & Address:**
Gateway Security, Inc.
604-608 Market Street
Newark, NJ 07105

2. **Authorized Representative:**
Mr. Kurus J. Elavia
Chief Executive Officer
(O) 973-274-3404
(C) 973-699-0096
Email: Kjelavia@gatewaygroupone.com

3. **Contact Person for EQIB Related Inquiries:**
Mr. Kurus J. Elavia
Chief Executive Officer
(O) 973-274-3404
(C) 973-699-0096
Email: Kjelavia@gatewaygroupone.com

4. **Subcontractor's Information:**
No subcontractors.

5. **(a) Gateway Security Inc's Officers:**

| | |
|-----------------------|---------|
| Mr. Louis Dell'Ermo | (Ex. 1) |
| Mrs. Vivian Dell'Ermo | (Ex. 1) |
| Mr. James Dell'Ermo | (Ex. 1) |
| Mrs. Lisa Dell'Ermo | (Ex. 1) |

604-608 Market Street • Newark • NJ 07105
973.456.8006 • www.GatewayGroupOne.com



(b) Certificate of incorporation:
Please find attached.

Secretary's Declaration:
Please find attached.

Enclosed herein is a copy of Gateway Security Inc's Certificate of incorporation, along with a written declaration signed by the Secretary of the Corporation, with the Corporate seal affixed hereto, stating that the copy furnished is a true copy of the Certificate of incorporation as of the date the proposal is submitted.

Any exception taken to the "Standard Contract Terms and Conditions" identified as Attachment B, Part II Contractor's Integrity Provision.

No exceptions submitted by Proposer.

We trust the foregoing is responsive to your needs. We welcome any questions and look forward to a favorable response concerning our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurus J. Elavia", with a long horizontal flourish extending to the right.

Kurus J. Elavia
Chief Executive Officer
Gateway Security, Inc.

| FRONTLINE SERVICES |

604-608 Market Street • Newark • NJ 07105
973.456.8006 • www.GatewayGroupOne.com



SECRETARY'S DECLARATION

October 4, 2010

The Port Authority of NY & NJ
Attn: Purchasing Services Division
Procurement Department
1 Madison Avenue, 7th Floor
New York, NY 10010

**TITLE: Customer Care Representatives and Management Services for
Customer Assistance at
John F. Kennedy International, Newark Liberty International, LaGuardia and
Stewart International Airports**

SOLICITATION #: 21266

Dear Procurement Officer,

I, Vivian Dell'Ermo, Company Secretary of Gateway Security, Inc. do hereby solemnly and sincerely declare, to the best of my knowledge and belief, as follows:

1. The statement signed by me and dated the 10 day of 10 and attached hereto and shown to me at the time of making this declaration is true.
2. The description of the trade mark in such statement is true description of the trade mark for the Company of which I apply.
3. The enclosed copy of Certificate of Incorporation of Gateway Security, Inc. is a true copy.

Vivian Dell'Ermo
Company Secretary
Gateway Security, Inc.

Corporate Seal

| FRONTLINE SERVICES |

604-608 Market Street • Newark • NJ 07105
973.456.8006 • www.GatewayGroupOne.com

Certificate of Incorporation
of
GATEWAY SECURITY

FORWARDED FOR RECORDING
AND FILING

BY: (INCLUDE ADDRESS AND ZIP CODE)

Certificate of Incorporation

of

GATEWAY SECURITY INC

FILED AND RECORDED

JUN 29 1979

DONALD LAN
SECRETARY OF STATE

This is to certify that, there is hereby organized a corporation under and by virtue of N.J.S. 14A:1-1 et seq., the "New Jersey Business Corporation Act."

14A:2-7 (1) (a) 1. The name of the corporation is **Gateway Security INC** Corp number 0.00-0912-9

14A:2-7 (1) (a) 2. The address (and zip code) of this corporation's initial registered office is
459 Pleasant Valley Way, West Orange, NJ 07052

and the name of this corporation's initial registered agent at such address is

Harry P. Durkin

(1) (b) 3. The purposes for which this corporation is organized are:

To engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act." N.J.S. 14A:1-1 et seq.

147 11 (c) 4. The aggregate number of shares which the corporation shall have authority to issue is
No
100 par value.

A:2-7 (1) (b) 5. The first Board of Directors of this corporation shall consist of name and address of each person who is to serve as such Director is:

Director(s) and the

| Name | Address | Zip Code |
|-------------------|---------|----------|
| James L. Dellermo | | |
| Dennis Alamo | (Ex. 1) | |

14A:2-7 (1) (c) 6. The name and address of each incorporator is:

| Name | Address | Zip Code |
|-------------------|---------|----------|
| James L. Dellermo | | |
| Dennis Alamo | (Ex. 1) | |

In Witness Whereof, each individual incorporator, each being over the age of twenty-one years, has signed this Certificate; or if the incorporator be a corporation, has caused this Certificate to be signed by its authorized officers, this 15th day of June 19


JAMES L. DELLERMO


DENNIS ALAMO



8B. EXECUTIVE SUMMARY

The period for the selection of a vendor to administer the customer care contract has arrived. You will shortly deliberate on this important decision of who to honor with your trust, confidence and stewardship. We take this opportunity to express our deepest gratitude, modest pride and a sense of accomplishment and speak to the workmanship of our customer care management and field team who have made it their rallying cry to greet our passengers with smiles and give each a world class experience.

Pursuit, Passion, Excellence - three hallowed words that are inscribed on the wristbands worn by the Gateway Security team. These three words reverently symbolize what we do, who we are, and what we strive to achieve (*why*). The Port Authority now faces a world of change: new technologies, new cost models, a new economic reality and new relationships. At this important juncture, we wanted to reaffirm to the respected members of the evaluation committee why Gateway would be the best choice to lead the execution of Port Authority vision.

Our Relationship Objective

Engage in a leadership role to make the airport experience customer focused. To provide for a positive lasting impression on the passenger.

Lead a team of motivated promise keepers who are eager to engage and serve with a winning attitude. Who represent the values of Gateway and Port Authority of New York and New Jersey.

Ensure that we meet and exceed the customer care standards and the performance metrics set in the contract, provide continuity of service by motivating the team, and respond to all the challenges of an airport.

Ensure that the passengers feel welcomed, secure and receive the highest level of customer care.

Gateway Security, your partner in this magnificent program is passionate about its workmanship and is ready to embrace the future with the same zeal and determination it has demonstrated over the past years. We don't claim our place in the future from an insufficiency of respect for the other providers or a fanaticism to overstate our capabilities but rather a conviction deeply rooted in that firm belief spoken and acted vigorously by all Gateway team members ... **Excellence! One relationship at a time.**

Together under the previous two contract terms we have shared a common bond in serving our shared assets "**Our Passengers**". We have in this common cause triumphed together. Our operational excellence metrics speak a persuasively to every brilliant and righteous mind and exhibits that Gateway continues as the optimal choice. In contrast, can an inexperienced provider manage the sphere of such a

vast responsibility? A speculative decision in such a situation may prove perilous. Let our experience solve it.

The efficacy of your contracted service vision towards achieving world-class customer care is indispensable. It brings to light the momentous truth that in any new hands, they will inevitably experience the infractions and interruptions and dysfunctional delays that will change the vision and mark a setback to this beacon of a program.

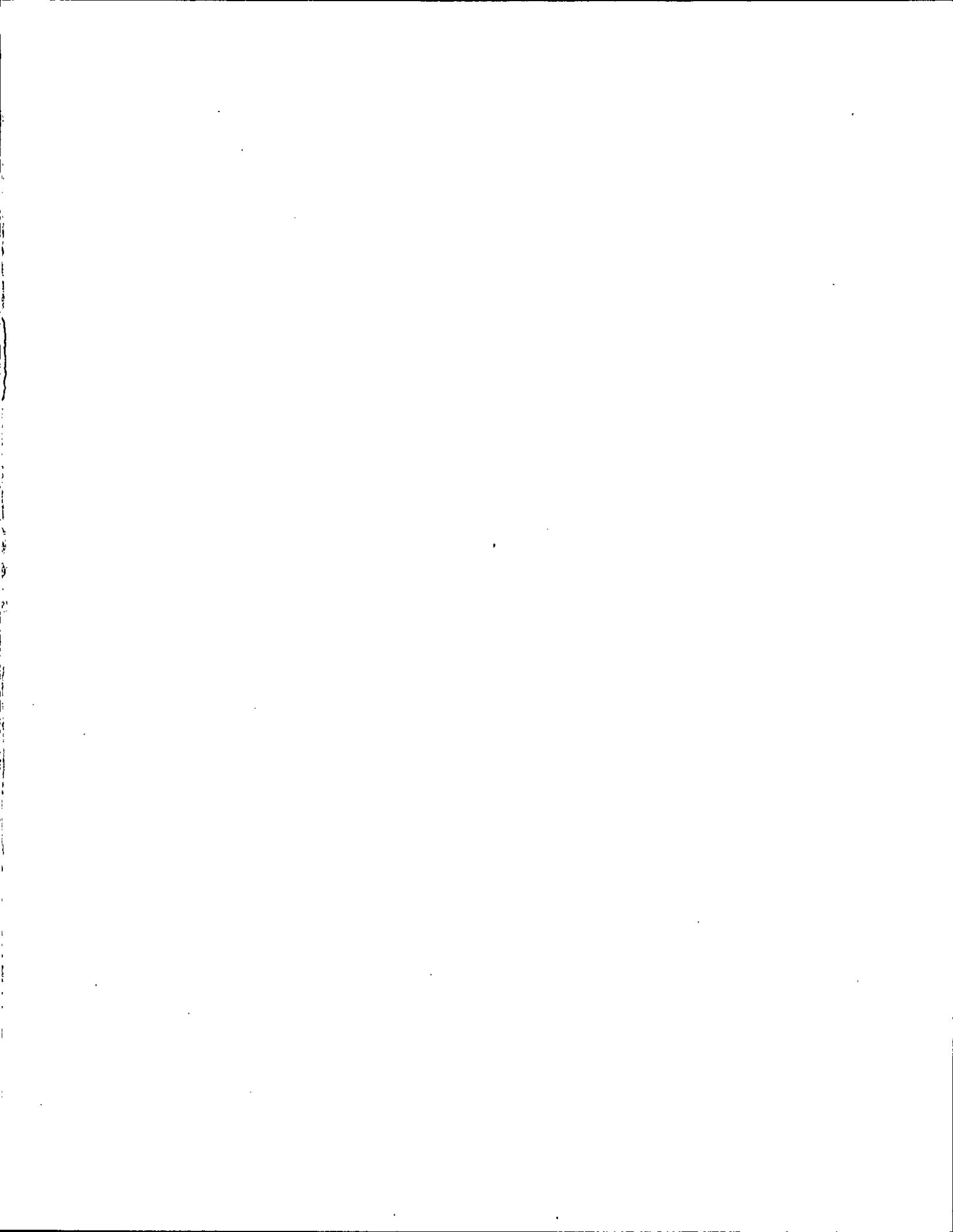
We have carefully thought of the future ahead with mature deliberations and will not find harbor in the past accomplishments but rather respect the opportunity ahead of us and give it our best and mightiest push to lift it higher than ever. *Our experienced and dedicated Management team continues to be energized and their new initiatives will see fruitful execution as they are recharged to renew their commitment to the local airport management authority.*

We offer to you a stronger, bigger and more seasoned Gateway with the heart of an affectionate and loyal friend. We hope that our actions have created a lasting impression of our character and work. We clearly cannot lay a conscious claim an error free fifteen years but we can through our collective consciousness speak of no intentional error being devised and none that actually occurred. We trust that PANYNJ will recognize that we have deemed this opportunity valuable and given it our full consideration and look to the future with great optimism.

Gateway - Proven Results Without Exception!

In the document that follows, we provide a panoramic view of the last fifteen year of providing unsurpassable services and why we are the only ones who can continue doing so. From our amazing implementation and management, our employee management programs, our employee recruitment, hiring and training practices, wage, health and supplemental benefits plan, our ability to comply with contract requirements, customer service and related programs such as implementation and enforcement of customer service standards, in house performance measurement policies as well as compliance with Port Authority Aviation Customer Service Standards. The in-depth presentation of on the job experience will be followed by our companies experience as a whole in other fields and with other clients ensuring that our technical expertise, financial capability met and exceed this EQIB Requirements. Our policy of undeterred identity check, background screening plan to ensure the employment of successful prescreened applicants from the very beginning is all presented in the following proposal.









AGREEMENT ON TERMS OF DISCUSSION

Please find enclosed our signed copy of the "Agreement on terms of Discussion"

| FRONTLINE SERVICES | FRONTLINE ACADEMY
604-608 Market Street • Newark • NJ 07105
973.456.8006 • www.GatewayGroupOne.com

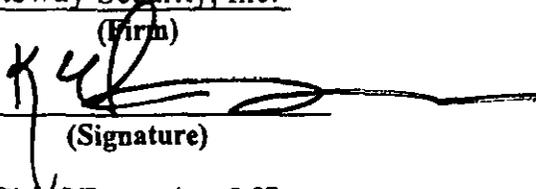
ATTACHMENT A
AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/Freedom-of-Information-Policy-and-Procedure.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a Submittal.

Gateway Security, Inc.

(Firm)


(Signature)

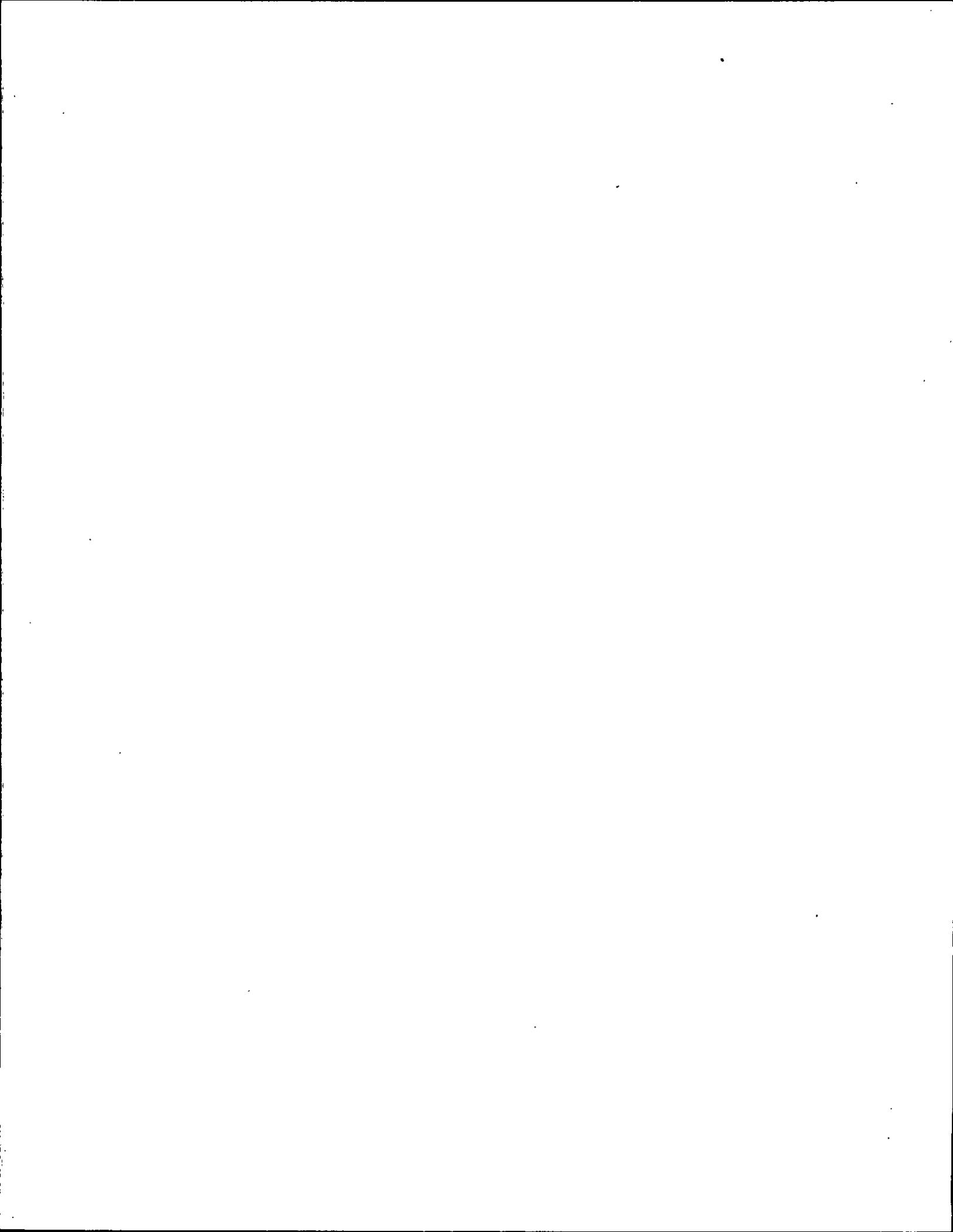
Chief Executive Officer

(Title)

October 4, 2010

(Date)

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DO NOT RETYPE.





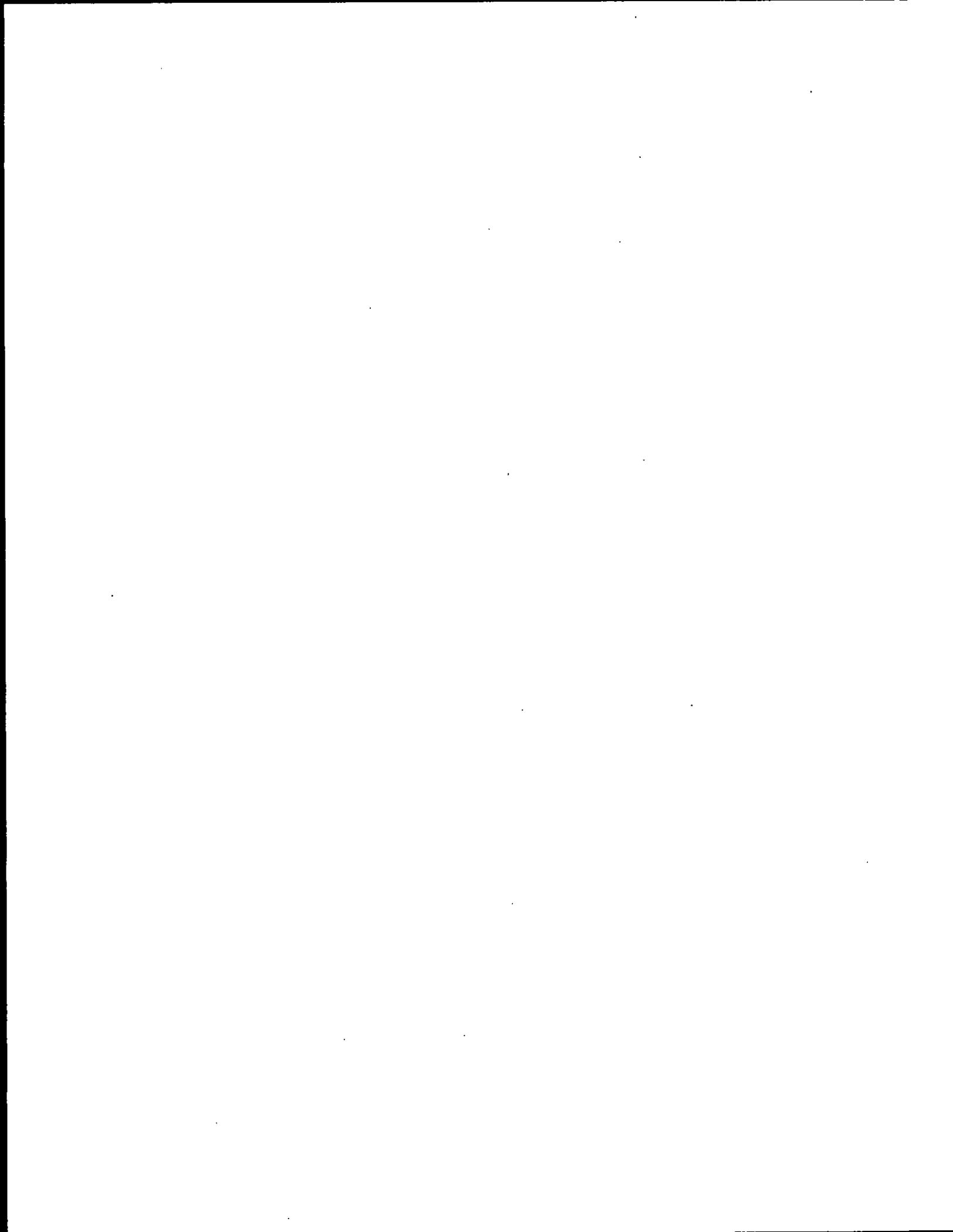


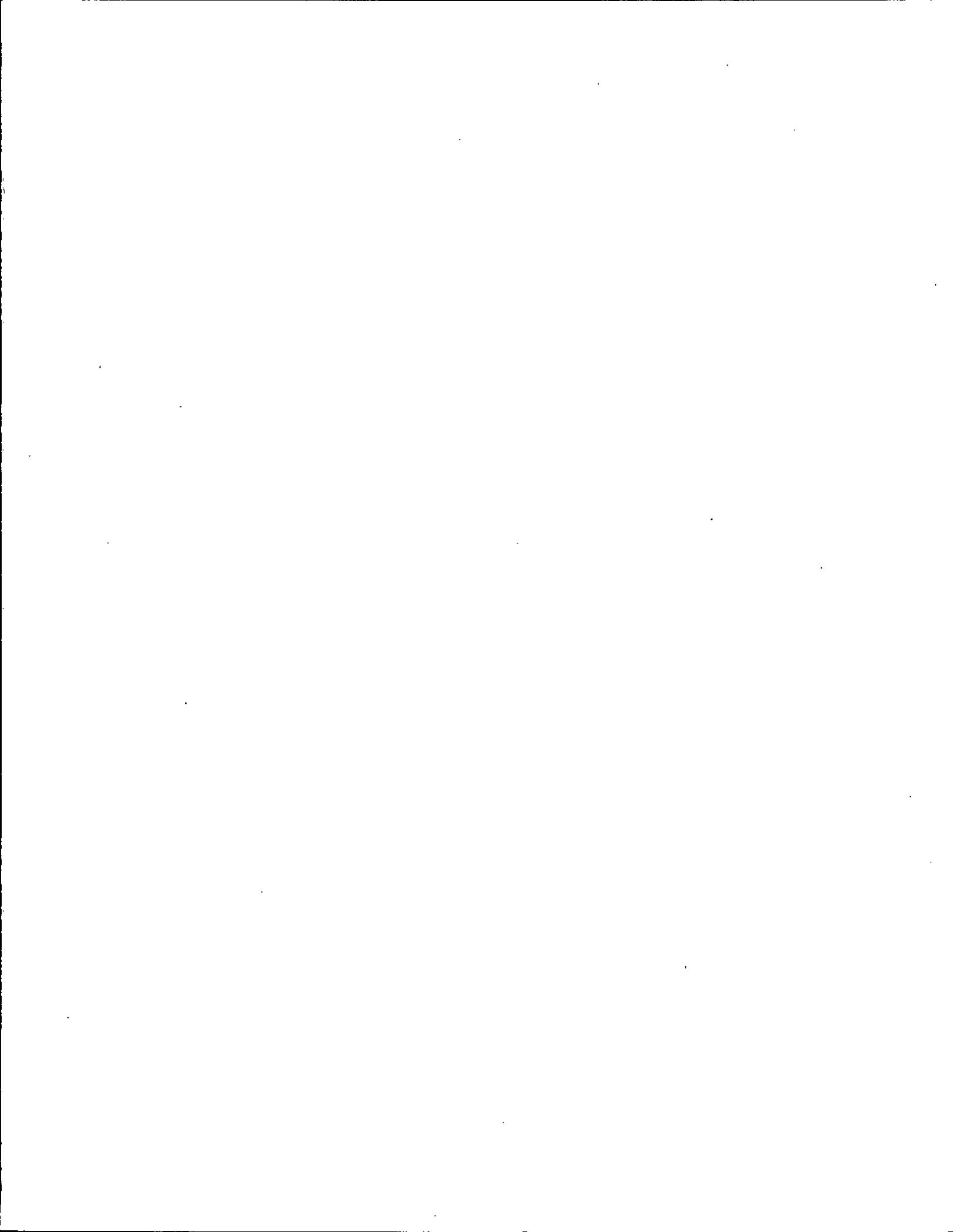
D. CERTIFICATIONS WITH RESPECT TO THE CONTRACTOR'S INTEGRITY PROVISIONS

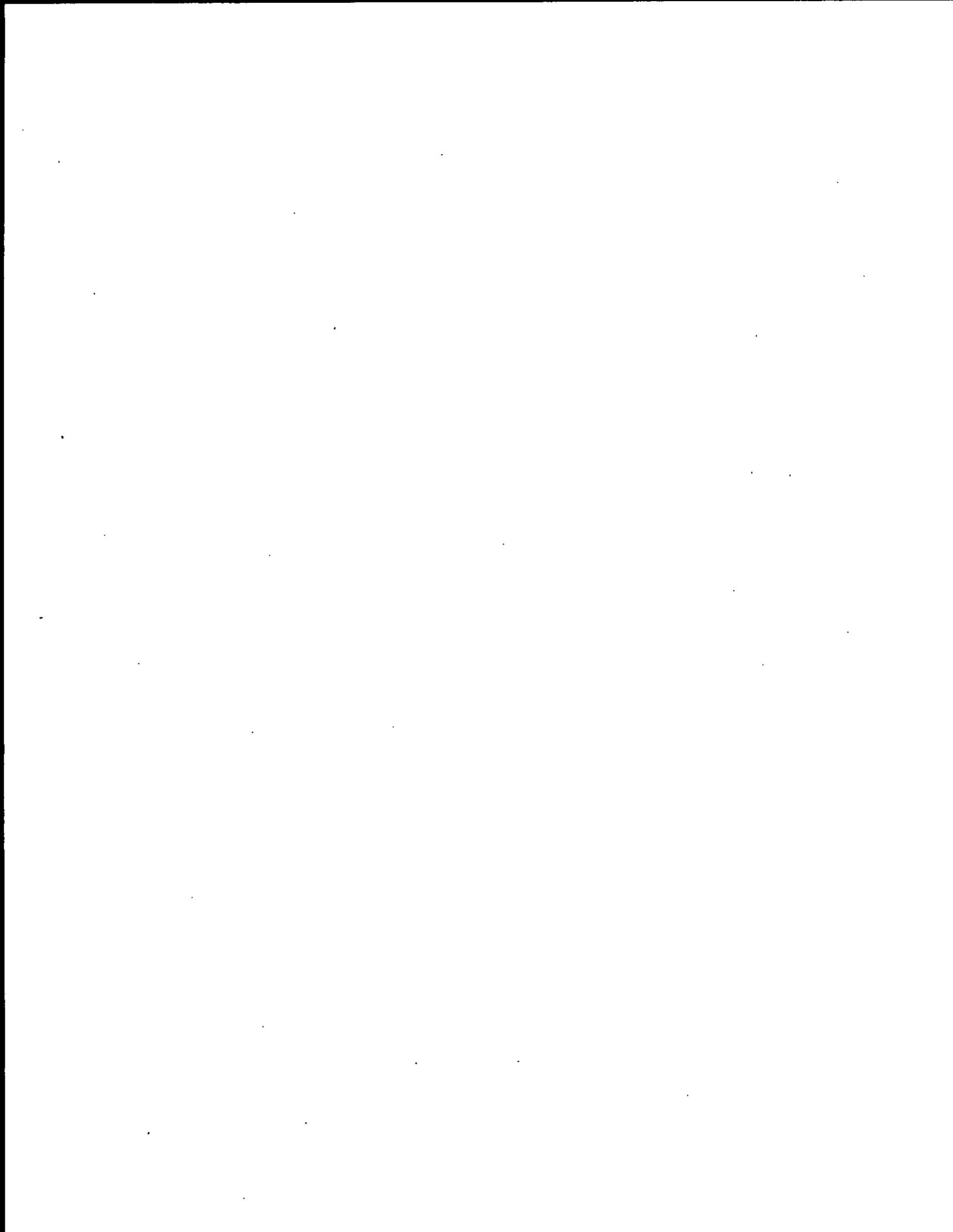
I, Kurus J. Elavia, Chief Executive officer of gateway Security Inc., by signing the Letter of Transmittal, hereby attest Gateway Security Inc., makes the certifications in the "Contractor's Integrity Provisions" included in Attachment B, part II Standard Contract Terms and Conditions of this EQIB.

FRONTLINE SERVICES | FRONTLINE SERVICES | FRONTLINE ACADEMY

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GUY HAMSTRA

GATEWAY GROUP ONE FRONTLINE SERVICES INC.

Director, Port Authority Customer Care Representative Program, May 2009 – Present

Directly responsible for the daily oversight, special projects and tactical and strategic planning associated with the performance of the Port Authority Customer Care Representative program at JFK, LaGuardia, Stewart and Newark Liberty Airports in New York and New Jersey. This position involves ensuring premier world class customer care services in the dynamic security conscious environment of multiple international airports in two states. Managing a workforce of close to 350 employees, it is my mission to constantly strive to improve overall operational performance and ensure airport passengers receive customer care that consistently exceeds their expectations.

Initiatives & Accomplishments

- Improved communication between the three CCR programs through weekly management staff conference calls. During these conferences, managers provide briefings on the performance of their individual programs. Benchmarks are discussed and best practices are shared amongst the senior management.
- Implemented Daily Unusual Incident reporting. Each manager is responsible for providing the program director a daily report describing all unusual incidents that have occurred in the past 24 hours. This process permits the director to maintain operational awareness of the entire program at all times.
- Initiated cross program operational quality control inspections. Bi-monthly, CCR management representatives are directed to covertly inspect an airport, other than theirs, and submit their observations. Their reports are reviewed by the director and then forwarded to the local CCR management team for follow up on corrective action.
- The LGA CCR program was awarded the 2009 Port Authority Customer Care Contractor of the Year Award.
- Since assuming direction of the CCR program in 2009 we have had six (6) Gateway CCRs awarded with Port Authority Customer Care Employee of the Year awards and thirty-two (32) CCRs awarded Quarterly PA Customer Care awards.
- In the midst of the program hours being cut since 2008 and hence reductions in staffing levels, we have actually experienced an increase in positive performance letters and emails from passengers going from 268 in 2008 to 472 year to date in 2010.

GATEWAY GROUP ONE SECURITY OPERATIONS

Security Operations Manager

NJ Transit Police Security Operations, September 26, 2005 – May 21, 2008

Covering a service area of 5,325 square miles, NJ Transit is the nation's third largest provider of bus, rail and light rail transit, linking major points in New Jersey, New York and Philadelphia

The Security Operations Manager is responsible for the administration and direction of security force operations and related support programs and services for twenty one (21) NJ Transit facilities inclusive of the Meadowlands Maintenance Complex/Regional Operations Center, Vehicle Base Facility and bus terminals and light rail facilities where security services are provided.

Initiatives & Accomplishments

- Introduced Customer Care principles and practices to elements of the security force that regularly interacted with the public.
- Permanently established a 24 hour, seven-day-a-week security dispatch center.
- Reduced overtime by 20%.
- Managed changeover of over half the work force to Prevailing Wage and minimized employee turnover.

CITY OF NEWARK NJ POLICE DEPARTMENT

Notable Accomplishments, March 1989 – Sept 2005

Third Precinct Commanding Officer

Rank - Deputy Police Chief

The Third Police Bureau employed 144 officers and detectives, and had a 24 vehicle fleet. The Deputy Police Chief is responsible for the effective and efficient management of all police department operations in the assigned geographic bureau. Associated duties included directing personnel deployment, crime analysis, crime investigation, operational planning, special event planning, ComStat participation, personnel assignments, integrity control, records management, prisoner detention and ensuring that Homeland Security objectives are met.

Through the effective deployment of personnel and innovative enforcement tactics we accomplished a crime reduction of almost 10% during my stewardship.

Homeland Security Division Commanding Officer

Rank - Captain

In response to the terrorist attacks of 09/11/01, I was tasked by the police director with developing the Newark Police Department's Homeland Security Division. After standing up the operation I managed it for three years. The Division employed 30 highly trained and motivated sworn police officers and 50 uniformed civilian police aides. The Division served as the backbone of the Police Department's operational capacity to respond to the threat of terrorism.

As the division commander

- I participated in a multi agency committee to create the first Man-Portable-Surface-to-Air-Missile, (MANPAD), Force Protection Plan for Newark Liberty International Airport.
- Participated in dozens of terrorist activity investigations.
- Established the Public Buildings Security Unit. (PBSU)
- The PBSU were uniformed non sworn civilians that were trained to conduct screening at the entry points to major City facilities.
- Created shared service arrangements with our brother emergency service providers in the fire department and EMS.
- Conducted vulnerability and threat assessments for public and private entities throughout the City.
- Increased our effectiveness by establishing relationships and partnering with the FBI Joint Terrorism Task Force, NJ State Office of Counter Terrorism as well as the State, County and Municipal Offices of Emergency Management.
- Directed the Police Department's operational response to the terrorist threat to the Newark Prudential Building and all Orange terrorism alerts.
- Participated vigorously with the multijurisdictional Urban Areas Security Initiative and served as a co-commander of the Essex County Rapid Deployment Team.

Commander of the Research, Analysis and Planning Division

Rank – Captain

Responsible for the research and development of budgetary proposals, Department policies, tactical and strategic planning, comparative, statistical and crime analysis, State and Federal grant proposals, interagency surveys, and overall tasks designed to improve the efficiency and effectiveness of the Newark Police Department.

Supervisor In Charge Of Special Events Section (NJ Performing Arts Center Command)

Rank – Lieutenant

I was tasked with developing a staffing, deployment and traffic control plan for the police department unit that would provide police services for the New Jersey Performing Arts Center and surrounding area upon its doors opening in 1997. During the two years I managed this command there were no crimes reported to any patron of the Arts Center.

Other Notable Career Achievements, Newark Police Department

- Received the 2004 Police Director's Award, (most prestigious department award), for outstanding performance during the Prudential Building terrorism threat.
- Authored department policy for responding to school and workplace shootings, post Columbine.
- Recipient of 2 Medals of Merit, 22 Command citations and Police Officer of the Month award.
- Earned promotion to the following ranks through open competitive NJ Department of Personnel Exam: Sergeant, Lieutenant, Captain and Deputy Police Chief.
- Commanded the Special Weapons and Tactics team for 5 years.

Education

| | |
|--|---------------|
| <i>Thomas Edison State College</i> | 05/06 - 05/08 |
| BSHS program – Administration of Justice | |
| W. State St. Trenton, New Jersey | |
| <i>County College of Morris</i> | 1986-1989 |
| Criminal Justice Program Randolph, New Jersey | |
| <i>Union County College MICU Paramedic</i> | |
| <i>Certification Obtained</i> | 01/84 – 06/84 |
| Mobile Intensive Care Unit Paramedic Program | |
| Cranford, New Jersey | |
| <i>NJ State Police Municipal Police Academy</i> | 09/86 – 12/86 |
| Basic Course for Police Officer Sea Girt, New Jersey | |
| <i>West Essex High School</i> | 1983 |
| North Caldwell NJ | |

PROFESSIONAL TRAINING AND CERTIFICATIONS

Basic Police Training

| | |
|-------------------------|---|
| Police Academy | NJ State Police – 185th Municipal Class |
| Methods of Instruction | Newark Police Department - Police Training Commission |
| Incident Command System | 100-200 - Newark Police Department |

Miscellaneous

| | |
|--------------------------------|-------------------------------|
| Intro to Project Management | AT & T School of Business |
| Harvard University, | |
| John F. Kennedy School of Govt | Essentials of Decision Making |
| Customer Service Training | Dale Carnegie |

Terrorism Training

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|--|---|
| Extremist and Terrorist Threats | Anti Defamation League, Advanced Training School, Washington DC |
| Enhanced Incident Management | NERRTC / DHS College Station Texas |
| Terrorism Risk Assessment Course | US DOJ Office of Domestic Preparedness |
| Terrorism Intelligence Course | FBI & NJ State Police, Bergen County NJ |
| Leading from the Front: WMD Awareness - | |
| For the Law Enforcement Executive | ODP & Michigan State University School of Crim. Justice |
| Managing Civil Actions in Threat Incidents | Center for Domestic Preparedness |
| NJ OCT Terrorism Awareness | NJ Office of Counterterrorism |
| NJ OCT Terrorism Awareness Instructor | NJ Office of Counterterrorism |

| | |
|--|---|
| Weapons of Mass Destruction Awareness and Operations Instructor | NJ State Police Emergency Management |
| Hazardous Materials Awareness and Operations Instructor | NJ State Police Emergency Management |
| Law Enforcement Resp. to WMD Incidents | US Dept of Justice OJP |
| EMS Basic Concepts for WMD incidents Trucks & Terrorism | US DOJ Office of Domestic Preparedness US Department of Transportation |
| 9/11 WTC Emergency Ops | Jersey City State College |
| Bombing of Fed Building - Okla. City | Northwestern University Traffic Institute |

Security Training

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|---|---|
| Private Charter Screening v5.3 | DHA Transportation Security Administration |
| NJ SORA Instructor Certification | NJ State Police |
| NJ SORA Basic Certification | NJ State Police |

Tactical Police Training

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|---|--------------------------------------|
| Advanced Hostage Rescue | I.A.C.P. (LAPD) Ithaca, New York |
| Tactical Officer Survival School | NJ State Police |
| Basic Tactical Operators Course | Newark P. D. Emergency Response Team |
| National Guard Helicopter Observer | NJ National Guard RAID Unit |
| Ship Search and Boarding | U.S. Customs - Newark |

Military - Petty Officer 2nd Class US Navy Reserve

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|--|--|
| Navy APG Management School | USNR New Orleans |
| Field Med. Tech - Combat Corpsman | US Marine Corp. Field Med Tech School Camp Lejeune N.C. |

Navy Reserve Instructor Cert.

USNR Fleet Hospital Kearny NJ

Medical & Rescue

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|-------------------------------------|--|
| Emergency Medical Technician | UMDNJ Newark - NJ Dept of Health |
| MICU Paramedic | Union County College - NJ Dept of Health |

Heavy Rescue Training

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|---|--|
| Pre Hospital Trauma Life Support | NJ State Police Hammonton NJ |
| CPR/Defibrillator Operator Certification | UMDNJ Newark |
| Response to Gas & Electrical Emergencies | American Heart Associations Public Service Energy & Gas |

Marine Training

| | |
|--|----------------------------|
| U.S. Coast Guard Safety License | U.S. Coast Guard Auxiliary |
| SCUBA - Basic | NAUI |
| SCUBA - Advanced Open Water | PADI |
| SCUBA - Public Safety | PADI |



HOWARD SCHNALL

QUALIFICATIONS

- Customer Service executive with over twenty year's experience
- Strong interpersonal communications and management skills
- Extensive management experience in high volume call center environment
- Excellent working knowledge of the ACD type telecommunications system
- Detail oriented and resolute problem solver
- Proven ability to meet deadlines and work well under pressure
- Demonstrated leadership ability to manage as well as motivate staff to achieve goals.

PROFESSIONAL EXPERIENCE

2006 - Present Project Manager, Gateway Front Line Services Group One

- Responsible for the Customer Care, Ground Transportation operation at JFK International Airport. Currently involves the supervision of one assistant manager, twelve supervisors, and one hundred customer care representatives. This equates to a six million dollar operation that includes staffing, uniforms, vehicles and the maintenance involved.
- Developed a schedule for staff and supervisors to accommodate the change in operation hours from 20 to 24 hours resulting in an improvement of service and focusing on flight activity.
- Major reduction of hours dictated by the Port Authority without negatively affecting the quality of service provided to passengers and airport operation.
- Correspondence from customers indicating positive experiences and excellent customer satisfaction tripled in volume.
- Service as experienced by the "mystery shoppers" has improved by 40%.
- Ability to adapt to a union environment therefore adhering to the policies and protocol necessary to run a smooth and effective operation.
- As a result of the training and supervision implemented a Customer Care Representative received the first Port Authority Customer Care Reward for employee of the year for consistency in service.
- Created standardized procedures for emergency situations including severe weather, air train shut downs and evacuations.
- Created and communicated daily reports with pertinent information regarding the air trains and conditions of terminal equipment therefore resulting in an expedited response time for repairs and decreased passenger dissatisfaction.

2003-2006 - Director of Customer Support, W.A.C. Lighting

Responsible for the management of the Customer Support, Order Entry and Order Processing Department for the New York and Los Angeles locations with a focus on customer satisfaction and service excellence. These departments include a staff of 20 representatives and 2 supervisory employees with a budget of \$780,000.

Develop and manage customer service/inside sales efforts in the east and west coast operations to coordinate with and accomplish overall sales goals.

Developed, Implemented and managed organizational design, procedures and processes pertinent to the effective and efficient operation of the Customer Support function with attention to SAP, product knowledge, customer relationships and teamwork.

Investigated and coordinated efforts with sales and the warehouse to resolve problems, delays and complaints. These efforts resulted in a 10% reduction of shipping errors.

Developed, implemented and managed a continuous training process with a focus on product knowledge, transaction knowledge, sales, customer relations, and teamwork.

Combined the Customer Support, Order Entry and Order Processing Departments into one central location. This benefited W.A.C. by reducing labor and supply costs by \$250,000 annually.

1988-2002 - Manager of Customer Service, Global Equipment Company

Responsible for the management of the Customer Service Department for this company with product line that includes office furniture, safety products and industrial equipment. The department is comprised of a staff of 35 customer service representatives and 2 supervisory employees with a budget of \$650,000.

- Developed new policies and procedures, which reduced backlog from 38 to 2 days.
- Designed and implemented guidelines, which increased productivity and reduced, call volume by 2%.
- Coordinated efforts with the Collection Department Manager to reduce delinquency from 90 to 60 days.
- Involved with the Installation of the current ACD telecommunications system, designed to increase productivity and enhance my abilities to monitor and examine call activity.
- Planned and implemented a "cancellation recall program" resulting in the recouping of lost sales valued at \$500,000.
- In conjunction with the warehouse manager, put into effect a training program, which focused on "picking procedures." This resulted in a 30% reduction in shipping errors.
- Organized the establishment of an additional Customer Service Department in Georgia. Assisted in the hiring and training of personnel to handle the West Coast and Southern territories.

EDUCATION

New York City Community College, New York, New York

PERSONAL

Married

Military - U.S. Army, Honorable Discharge



JAY VASUDEVAN

SUMMARY

- Proven experience in management of large volume operations, possessing follow-through ability in implementing company policies and programs.
- Self-starter: can be depended on to successfully complete a task or project.
- Excellent at management of personnel and customer relations.
- Work effectively under pressure and fully committed to providing the highest possible standards of customer service and support..
- Ability to provide optimal client solutions and to exceed established performance benchmarks

EXPERIENCE

Gateway Group One - Frontline Services for Port Authority of NY & NJ, 12/04 - present Manager

Managed all aspects of day to day operations of the Customer Care program.

- Monitored the performance of 70 personnel to ensure a productive work environment
- Oversaw the implementation of organizational and client policies and procedures
- Managed the HR functions in the areas of staffing and disciplining
- Ensured workflow efficiencies, customer care excellence and quality assurance
- Provide resolution to quality and compliance issues of transportation providers and patrons.

Accomplishments

- Recipient of three Port Authority Contractor of the Year for Best Customer Care
- Built a teamwork environment that encouraged and rewarded service excellence
- Cultivated strong client relations as a result of anticipating client needs and providing optimal solutions.
- Identified and made recommendation for operational improvements resulting in improved efficiencies.

Gateway Security Inc., for Port Authority of NY & NJ 9/02 - 11/04 Supervisor

Responsible for daily operations on the assigned shift

- Ensure daily staffing and scheduling
- Respond effectively to daily client and patron situations
- Ensure daily compliance of company and client performance standards by personnel
- Complete accurate reporting of incidents for management level resolutions
- Reconciled daily ground transportation reservations discrepancies

Accomplishments

- Accomplished 100% Port Authority Mystery Shop scores on assigned tours

Unique Security Services for Port Authority of NY & NJ 5/94 - 9/01 Senior Supervisor

Managed day-to-day operations of 4 tenant visitors' front desks and 2 concierge desks at the World Trade Center.

- Provided support and supervision for customer relations staff of 60.
- Implemented new security policies and procedures for customer service and monitored that all security objectives are met.
- Collaborated with Manager of Life, Safety and Security and the Information Services Department on the development and implementation of employee work performance, visitor tracking and query information, and daily visitor flow distribution reports.
- Coordinated staff schedules and workload requirements.

Accomplishments

- Recommendations based on analysis of periodic visitor count distribution made to Manager of Life, Safety and Security resulted in revised staff scheduling realizing an 8% reduction of man-hours.

Ogden Corporation for Port Authority of NJ & NJ 04/93 - 04/94

Visitor Desk Manager (1993)

Directed implementation and day-to-day management of visitors' front desks at the World Trade Center.

- Administered all aspects of the client's security and customer relations.
- Resolved daily customer relations problems relating to visitors, tenants, security office and visitor desk staff.
- Developed training manual for new employees.
- Evaluated work performance of 5 supervisors.
- Conceived and implemented weekly supervisory conference for review of problems and recommendation of actions, significantly improving both communication and staff cooperation.
- Coordinated the installation and implementation of an in-house computer system to quickly and accurately process visitor information for security badging.

Accomplishments

- Successfully assisted in streamlining visitors' desk operations from a temporary setup to an essential feature of quality security services to tenants at the World Trade Center by organizing tenant and client information for immediate resolution of customer complaints and establishing goodwill with clientele during periods of extreme uncertainty.

Operations Supervisor (1981 - 1993)

Responsible for day-to-day supervision and administration of building maintenance service operations performed at numerous client sites.

- Coordinated the work activities of 150+ union and supervisory personnel.
- Interfaced with senior management and client representatives
- Evaluated clients' requests for additional building maintenance services including personnel for banquet functions.

Accomplishments

- Contributed to the division's improved bottom-line by increasing revenue 6%, with additional building maintenance services provided to clients.

Singapore Slipway & Engineering Co., Singapore 1982 - 1987

Project Electrical Engineer

Managed multiple projects involving the design, development, production and installation of electrical systems on tankers, oil platforms and fire fighting ships.

- Drafted bids and prepared budgets for \$5+million, in respect to electrical components and support personnel.
- Collaborated with international clients and suppliers in order to coordinate purchasing and design requirements on marine vessels and dry dock construction.
- Supervised foremen, project supervisors and draftsmen.
- Monitored accurate testing programs for electrical systems on commercial ships.
- Prepared and presented strategy statements and project updates to senior management.

Accomplishments

- Successfully completed major projects on time and within budget. Achieved a total cost savings of over \$125,000 for dry dock construction project

EDUCATION

Masters in Business Administration (1997), Management and Business Administration Bernard M Baruch College, City University of New York, New York

Award: Research Assistantship at Master's Level

Bachelor of Engineering (1981), Electrical Engineering
University of Mysore, India

Honors: Graduated Summa cum Laude

OSCAR REYES

Experience

12/27/04 - Present

Assistant Manager

Customer Care Program at JFK International Airport - Responsibilities include the Supervision of CCR's and CCR Supervisors, ensuring proper communications with the Port Authority regarding daily activities in the CTA, providing our client with continuous post coverage of Customer Service Representatives. Responsible for the hiring and training of new employees, as well as decision making in reference to disciplinary actions. Providing assistance for our client during irregular operations at the airport including severe weather storms, AirTrain outages and emergency evacuations.

08/10/01 - 12/26/04

Customer Service Supervisor

Customer Care Program at JFK International Airport - Responsibilities include the Supervision of CSR's ensuring proper communications between terminals while responding to difficult situations that required Supervisory attention. Responding to various needs of our passengers throughout the CTA. Collecting flight delays and cancellations for the Port Authority Supervisors. Responsible for the movement of wheelchair passengers through out the various terminals of the Airport.

Education

09/12/95 - 06/22/97

⌘ Kingsborough Community College - Brooklyn New York - A.A.S Educational Studies

09/88 - 06/92

⌘ James Madison High School - Brooklyn New York - High School Graduate

Professional Training

Pharmacy Technician Group - Working knowledge of the pharmacy practice in retail and hospital pharmacy, pharmacy terminology, prescription reading. Compute math problems as they relate to mixing and compounding drugs. Certify Pharmacy Technician.

Special Skills

Bi - lingual: Fluent in both English and Spanish. Knowledge of Microsoft word and excel programs.

References

Furnished upon request



LUIS ENRIQUE ALVARADO JR.

Experience:

Gateway Group One, Flushing, New York

Assistant Manager

8/19/2001-Present

- Manage Ground Transportation Operations Department at LaGuardia Airport.
- Manage Customer Care Department at LaGuardia Airport.
- Insure the highest level of customer care standards, set by the Port Authority of NY and NJ.
- Aviation Customer Care trainer to all new Airport personnel at LaGuardia Airport.
- Trainer for all new Gateway Group one Customer Care Representatives at LaGuardia Airport and John F. Kennedy International.
- Ground Transportation Information Systems (GTIS) trainer for all new ground transportation agents at LGA and JFK.
- Represent Gateway Group one at LaGuardia Airport.
- Act as the liaison for Gateway Group one Corporate office, and The Port Authority.
- Manage a competitive staff of, 7 Supervisors and 67 CCR's that represent eleven transportation companies at LGA.
- Schedule, payroll and billing.

Most Recent Accomplishments:

- Was awarded along with my General Manager the, Port Authority Contractor of the Year award for 2009, for receiving 99.9% on all Port Authority Mystery shops and surveys at LGA.
- Was awarded The Port Authority consistency and above and beyond award, for the second quarter of 2010.

Education:

City As, High School- Class of 1996

Skills:

- Proficient in Micros Soft Office Applications
- Proficient in GTIS (Ground Transportation Information Systems)
- Microsoft Payroll
- Valiant Vision- Labor Management software
- Fluent in Spanish
- Excellent customer relations
- Strong leadership qualities

References: Available upon request.



JIMMY SILVESTRI

Experience:

**Assistant Manager, EWR
Gateway Security Inc.**

Assistant Manager

11/1997 - Present

- Assistant Manager of the Customer Care Program at Newark Liberty International Airport.
- Joined Gateway Security as a "Red Coat". Promoted to a Supervisory post within 6 months.
- Became Assistant Manger in 2005. James takes great pride in his work and is very passionate about customer service. He has been traveling to and from work with over an hour drive for the past thirteen years. This dedication has shown Gateway he is a dedicated employee and will go the extra mile to deliver exceptional service to our client and customers. When asked he has taken on any challenge given to him either by the Port or Gateway with his never say no attitude.
- Works very closely with his entire staff from the Supervisors he leads, to the Customer Care Representatives that you can see him working alongside in the field. His passion for helping passengers has lead to many passenger letters over the years and one that stands out was "I have to send a letter of complete gratitude to an employee named Jimmy Silvestri, for being my guardian angel in Newark Airport"

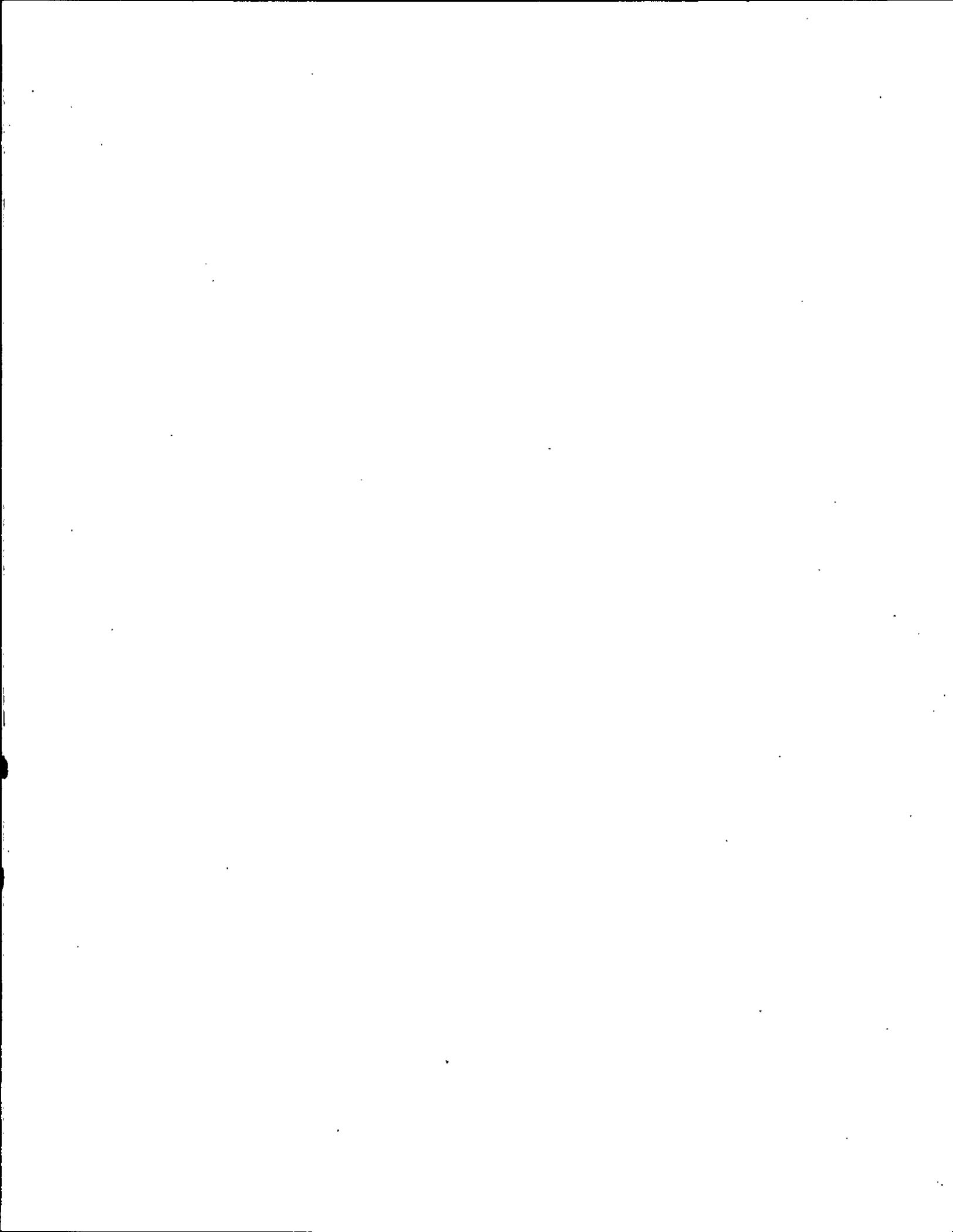
Skills:

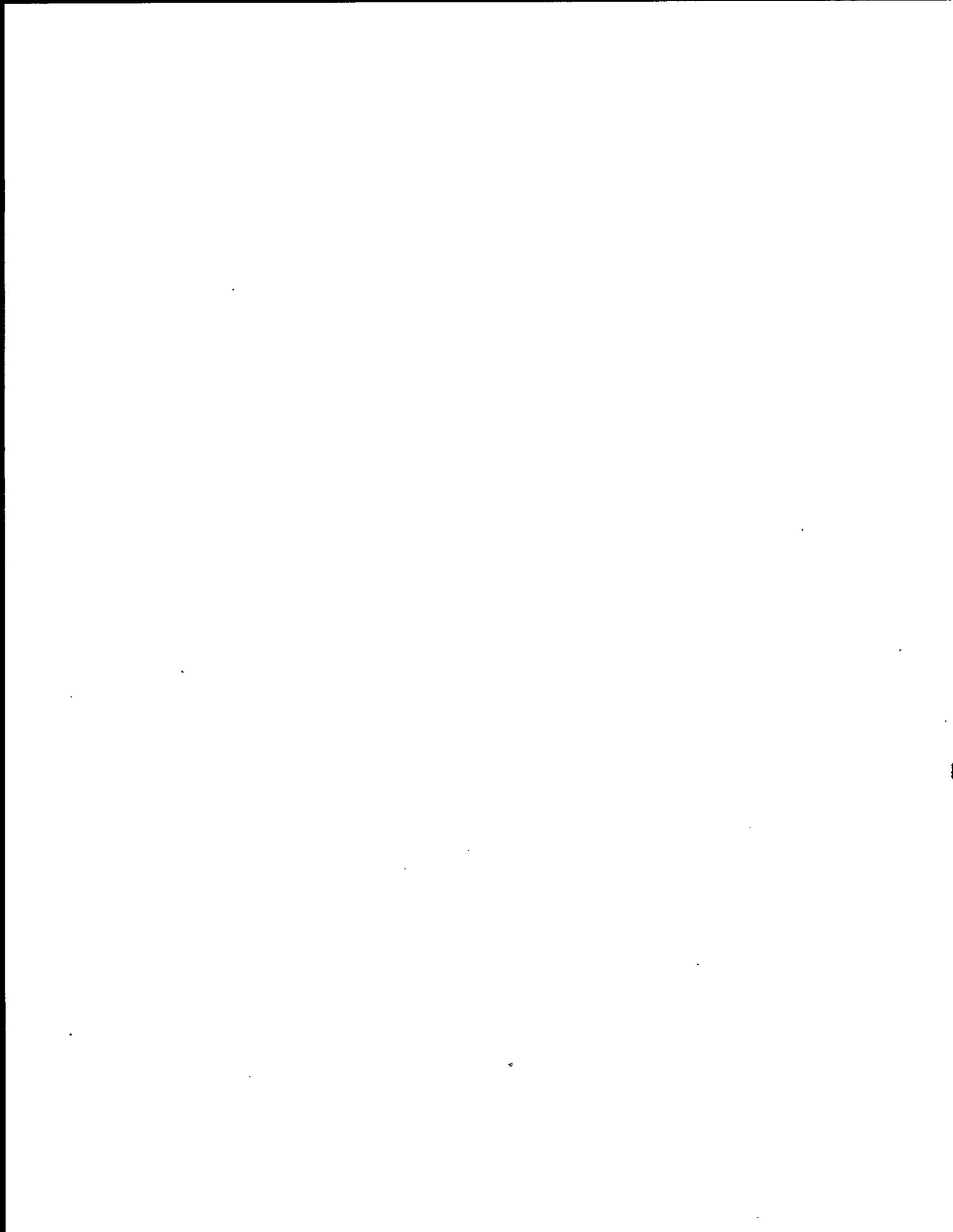
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- Microsoft Payroll
- Valiant Vision- Labor Management software
- Fluent in Spanish
- Excellent customer relations
- Strong leadership qualities

References:

Available upon request.







8F. 1. MANAGEMENT APPROACH

8F. 1.A. Implementation & Management:

a) Mission Statement

"I am an ambassador of customer care, proactively engaging all persons with empathy, kindness and a smile. I will provide positive solutions and a heartfelt welcome to all I encounter".

b) Management Experience

Gateway Security Inc. & Port Authority of NY NJ – A Solid Relationship

In 1979, Gateway Security was founded with one mission in mind, "Excellence One Relationship at a time!" Thirty One years later we hold steadfastly to that mission in our strategic plan, pursuit of daily operational excellence and future growth. We are proud to say that we continue to serve our five original customers, have within the industry the longest tenured management staff and field employees. In an industry besieged with mergers, takeovers and foreign corporations, we are not only independent and "Made in America", we are headquartered in within a few miles of each services airport. We continue the tradition of closely held, fiscally stable partner, having a steady growth pattern within our core competencies serving the communities we work and live within.

Our relationship started in 1995 when the Port Authority asked Gateway Security Inc. to provide five Customer Service Representatives for a pilot project. From this humble beginning and fifteen years later Gateway has emerged as your unrivaled partner in Customer Care. We have together triumphed over the many adversities that have fallen on us. With each challenge our bond has grown stronger within the local airport management and the executive leadership team. We cherish this relationship and diligently work towards making this partnership beneficial and a model unto all.

It is our determined intent to showcase to you "Why" Gateway continues to be the right choice for you in the near future. We stand tall among other service providers not for reasons that describe the "What" we do or "How" we do things, though reading the questions asked in the addendum and in the walkthroughs it would be clear that they have never experienced such a program like this before. However, we won't indulge in that discussion but rather describe for you what sets us apart is actually our "BELEIF" that says Customer First; and all else revolves around that maxim. With disciplined rigor, we passionately pursue to gain excellence in this area. Our management approach is complex for the uninitiated, but for the believer its simple elegance is its strength. Our approach is not derived from what we do with other clients and industries but created with sharp focus for the needs of this contract.

Our plan starts with the strategic intent to maintain the service culture which serves as the alpha and makes all things possible. It provides our customer care champions in the field a platform to execute the specific service standards and exceed their requirement. This is all on a daily basis orchestrated from roll call to relief to irregular operations harmoniously by our management team inspired further by the regional manager and the executive leadership team who remove any barriers that may impede this performance. If I may be audacious and articulate that what seemingly on the surface seems so calm and simple is actually a volcano of activities done thousands of times a day at all of the airports by professionals representing our collective interest.

Our reputation within the airport community for delivering exceptional



customer care service spread fast and wide and we were called upon to provide training and expertise in Customer Service as a direct result of our service record within the CCR program. Here are some of our outside accomplishments...

Phoenix Sky Harbor International awarded Gateway their Customer Service contract to continue this innovative model of service and take the magic of the Red Coats to the Purple Coats. Phoenix Sky Harbor International Airport is known as America's Friendliest Airport and they chose Gateway as their partner to continue this legacy with the Navigator's program. This program comprises of managing more than 350 volunteers (customer services ambassadors and nationally recognized Navigators) to provide friendly service make the guests' experience at Sky Harbor Airport faster, easier and more enjoyable.

Internationally, **Indira Gandhi International Airport**, New Delhi, India has also partnered with Gateway to provide and implement the Customer Care Representatives Program for their brand new Terminal 3. The airport chose a reputed company with the knowledge and expertise to provide these services, doing justice to their airport and their worldwide guests who arrived for the Commonwealth Games hosted in India this year.

Corporate Culture

THERE ARE TWO WAYS to influence behavior: you can manipulate it or inspire it. Manipulations are simple and effective short term, but they are expensive to maintain and unstable long-term. Inspiration takes more discipline but the long-term impact is astounding. The ability to inspire distinguishes Gateway from others. Manipulations work — that is why they're so pervasive. But they're costly to maintain, their gains are short-term, and they don't breed loyalty. Real loyalty comes from inspiration—an internal motivation born out of values and beliefs. Gateway loyal customers are a testament to this core character, Gateway retentions rate for customers is in the 90 percentile. If you look at our references for customers and vendors they have been the same over the previous terms.

So, how do we work to inspire such loyalty? As I stated earlier it's simple and elegant in design. Every person in Gateway knows what he or she does—they know what is required for them to do (clear job descriptions, HR recruitments, on boarding, orientation and culture immersion. They know how they go about doing it, this is accomplished through training, supervision, audits and compliance, creation of standards and best practices. Our greatest differentiating factor is our one cohesive executive team we are able to articulate the golden principle of "Why". By *Why*, I mean what's *our purpose, cause or belief?* Why do we exist? We start our message to serve with excellence and embed ourselves in the customer's traditions and values to represent them as one voice. Today majority of Gateway customers like yourself make us wear the colors of their organizations. It's a different feeling to work with a corporate culture like ours, we understand the efficacy of facts, features, figures and cost benefits but it does not drive behaviors and performance the key drivers for a successful management of a customer care contract. We are optimistic that you will see that we over the past years have inspired and elicited from you a sentiment that validates our future together.

Customer First

Superior service is not a profit strategy but a winning strategy. We have invested considerable time, energy and resources to build a service culture that puts the customer at the fulcrum for all that we do.





Gateway commits to create an emotional connection with customers. Our definition of customers include PANYNJ the passengers, meters greeters and the vendors. This provides a personally rich experience, and sparks customer loyalty and trust. This will create an alignment between all constituents' and Gateway thereby supporting an enriched and authentic brand for the PANYNJ Customer Care service delivery model. One-on-one customer relationships are not about data collection or low pricing, it's about being there when customers need us.

Executive Response

Our leadership team has proven beyond doubt the maxim of 'G'LOCAL" act locally but bear the expertise of a global organization. We aspire towards exemplary service - it is our competitive differentiator. We believe in quality service first time every time. Gateway decision makers are available 24x7 to assure that we deliver on our promise of world-class service. Gateway's headquarters is located minutes from the airport, and our local team is empowered to commit Gateway resources in any manner necessary to fulfill our mission of service excellence. The owners, executives and managers are dedicated to service excellence regardless of functional discipline. Any one of the undersigned, and others behind the scenes, are dedicated to deliver on our commitment. In this changing world of uncertainty have loyally been by your side supporting your choices and innovations in service delivery and at all levels of management demonstrated our capabilities to be the stewards of your trust.

Legacy Knowledge - Training

Legacy knowledge is the ultimate competitive advantage only if understood from an action-oriented perspective. All the information technologies and data cannot assure competitive advantage in the long-term, nor do decisions that are made - if made at all - drawing upon insights hidden in information and data. Only translating information and decisions into actionable value propositions can assure competitive advantage. Hence, in this perspective, our legacy knowledge about this Customer Care service lies in action; in effective utilization of data and information resources for actionable decisions and most importantly, in execution. Our training syllabus represents this knowledge in action. It is not a chapter from a larger commonplace training manual but rather our experienced and conquered challenges in words. It's a playbook for how the CCR program works successfully. We have taken this knowledge from the millions of interactions in the terminals in the GTIS counters and on the Airtrain and created a body of work that is a irreplaceable template for success.

Innovation

Being a customer-driven company means that we do it right the first time, motivate change through shared vision, incremental improvement, cross-functional cooperation, and ownership of every problem that affects our customers. As you will read from our innovations and initiatives we are a committed partner. Gateway is passionate about utilizing technology to empower paradigm shifts in the delivery of customer experiences as well as to increase operational efficiency, reliability, and auditability. Gateway believes that service delivery innovation does not need to be expensive to make a positive difference. Some of the highest-impact initiatives are about how services are delivered rather than what services are delivered. Second, at its best, it finds ways to resolve long-standing conflicts (such as the differing priorities of customers and service providers, or tradeoffs between quality and cost).

Airtrain Service Excellence

One of the more vital elements of the Customer Care program is the information and assistance we provide to the Airtrain passengers. Although most prominent in Newark Airport, CCRs also stand at the ready at the outer Airtrain stations at JFK. Whether it's assisting a passenger with disabilities or just providing directions, our staff stands ready to continue providing world class service to Airtrain patrons for the duration of the new contract cycle.

Not only do we provide exceptional service during periods of normal activity, Gateway CCRs are an integral part of the response to irregular operations that result in Airtrain shutdowns. Due to our legacy knowledge of airport operations our personnel react without hesitation whether it's to evacuate a platform due to a fire condition or assist passengers during a bussing operation.

We see service not as a layer on a core competency rather it is our core competence. With the opportunity to interact with as many as 19 million Airtrain passengers a year, just at Newark Liberty, a future with Gateway ensures that Airtrain passengers will continue to have an experience that is consistently safe and meets or exceed their expectations.

GTIS/Welcome Center

In 2001 the GTIS and CCR contracts have been integrated and we have efficiently managed this critical responsibility. We navigate the arriving passengers successfully to their destinations in a fair and equitable manner. We serve as the stewards of the PANYNJ to ensure that the choices are presented to the passengers in an intelligent and speedy manner that helps them make the right choices. This is also represented in the new Welcome Centers also. Day in and day out, Gateway CCRs at the counters arrange ground transportation, conduct passenger surveys, dole out information and in Terminal 4 at JFK, and even make public announcements. By the end of this year, our CCRs are likely to make close to 400,000 reservations through the GTIS system.

We have made great strides over the years in providing our CCRs with job experience and training that fosters their job knowledge, making them a more useful resource to the passenger. All CCRs are cross-trained in every aspect of the CCR program and are rotated amongst all of the positions for them to acquire an eclectic and robust knowledge of all airport functions and supporting services.

Although we have experienced a reduction in our authorized hours, Gateway CCRs continue to demonstrate their commitment to service excellence by increasing the number of reservations made and compliments received since 2008.

From the recognizable "Gateway Girl" cut outs to the ever present smile of our CCRs at the Welcome Centers, Gateway Customer Care Representatives have become one of the most recognizable ambassadors of information and assistance in the airport. We look forward to continuing to provide this service for the duration of the next contract cycle.

One Team One Dream

Great service is a means of creating great value for the passenger; economic gain for the airport concessions; and brand enhancement for the Port Authority. Excellent service must be systematically designed, methodically managed and professionally executed. Gateway's cultural



climate reflects a commitment to meeting and exceeding customer expectations. Our senior leaders demonstrate, by example. Gateway's commitment to exceptional service. Employees are empowered to fully meet the needs of their customers. Everyone throughout the entire organization focuses on the "Vision". Gateway Frontline Services commits \$20,000 annually to fund the Reward and Recognition Program to recognize those employees who exemplify Gateway Frontline Services' Customer Service Standards and who consistently exceed our customers' expectations.

Voice of the Customer

We make meeting customer needs and customer satisfaction the pillars of our success. As a customer-centric company, we will reinforce service quality by hiring externally focused people – people who like serving people, then giving them a vision of service, knowledge of customers' desired outcomes, tactical training and support that lets them do their job unencumbered. Our contract management team is selected, trained and directed to be extensions of your organization, committed to execute your vision and mission. We will also seek out feedback for services delivered and commit to close any perceived performance gaps. Our! Service Matters Program provides a framework designed to deliver this "Win Win" combination.

Measure to Manage

A good measurement system provides an agreed upon framework in which the stakeholders can discuss the operational procedures, problems, and ways to innovate to achieve desired outcomes. We have designed standards for service management, courtesies, image and appearance and cleanliness that will be measured by third party agencies and those results will be shared with PANYNJ. Our ethics hot line, stewardship report, and daily operational logs will be analyzed to manage for continuous improvement.

Liberate Individual Service Performers

Most team members want to serve the customer well and for this we must smash the barriers to customer winning performance and provide the stage and training to provide our passengers and taxicab drivers with a superior experience. Gateway team members will be empowered and involved in delivering the vision. Putting customers first... Customer satisfaction is a state of mind. We will create a work environment that supports the pursuit of service excellence and one that also rewards the employees for acts of outstanding service. We will remove complexity; the more complex an organization the further is it removed from the customer. This is why Gateway commits that the General Manager assigned to you will be devoted to the core customer service vision of the contract and the complexities of managing the technologies, administrative functions and subject matter experts will handle procurements. Once the barriers of process are dismantled, innovations take a giant leap.

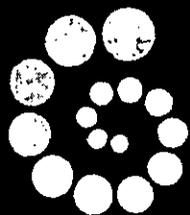
Absolute Accuracy and Transparency

Accuracy is not a goal, it is our promise to PANYNJ. 100% Guaranteed Accuracy. If we ever fall short of that, we will fix it. We will continue to provide PANYNJ with access to view the operating systems, management systems and payroll management records that support the Customer Care contract. Our goal is to facilitate optimal oversight while providing PANYNJ with significantly enhanced insight into our service operations.

EXPERIENCE is the DIFFERENCE!



GATEWAY



SECURITY INC.

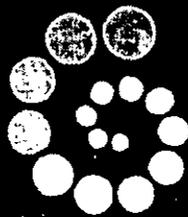
CCR PROGRAM INNOVATIONS & INITIATIVES IN THE CURRENT TERM:

- ✓ Start up of a satellite CCR Program at Stewart International Airport beginning in November 2007. Our EWR CCR management team manages an additional 224 biweekly CCR hours at SWF, 86 miles away in Newburgh NY. (We incur all travel costs going to and from SWF)
- ✓ In November of 2009, during the Holiday peak season, the Gateway CCR program at EWR partnered with Westfield Concessions in a pilot program aimed at boosting retail revenue in terminal C. During peak time frames we provided off-duty CCR personnel to act as retail concierge agents, providing passengers with information and direction to the diverse variety of shops and eateries located in Terminal C.
- ✓ In the Spirit of promoting compliance with Part 382 of the Air Carriers Access Act, at EWR Gateway CCR personnel trained Continental airline representatives and contractors in the operation and usage of the wheelchair lift designed to carry wheelchairs up stairways when elevator usage is not available.
- ✓ The Gateway CCR program at all of the Port Authority airports is engaged vigorously during irregular operations such as flight delays caused by extreme weather events. In addition to providing additional staff, our CCRs proactively assist passengers with flight, AirTrain and Ground Transportation information and provide passengers with such comforts as cots, blankets and baby needs (diapers and formula) to families that are stranded with infants. We have also assumed the responsibility for the monthly inventory and stocking of these supplies as well.
- ✓ At LGA, to further assist stranded passengers, we took the initiative to create and provide stranded passengers with a comprehensive list of hotels in the Queens area. This is an initiative we plan to expand to JFK and EWR this winter.
- ✓ In April of 2010, all three major Port Authority airports were challenged with the impact caused by the Iceland Volcano eruption. This event resulted in large numbers of stranded international passengers. Our CCR staff sprung into action and in concert with our Port Authority partners, provided world class assistance employing our multilingual CCRs to interpret information, set up cots, deliver food and medicine and also escort passengers to remote facilities were they were able to take advantage of free meals shower facilities.

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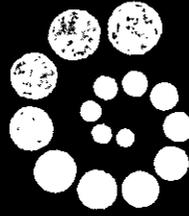
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- ✓ Operation Bridge of Hope – Every year during the Month of July at JFK, we provide extra CCR assistance to the children arriving from Russia and the Dominican Republic for the Bridge of Hope Foundation. Our CCR's help the children by assisting with the interpretation of documentation required by CBP officials and by providing translations when needed.
- ✓ At EWR we now assign a CCR to conduct Airport Tours for Newark Public Schools and other school systems in the surrounding area. This is a service we have been providing for the past year and a half that was formerly a responsibility of a Port Authority representative. By our Gateway CCR providing these tours we have freed up a valuable Port Authority employee to focus on other assignments. At LGA the Gateway CCR program is tasked with greeting and escorting local students who come to the airport during the holiday period to perform for the passengers.
- ✓ Effective September 13, 2010, the CCR program at JFK assumed the Public Announcement paging at Terminal 4. In addition to their Welcome Center responsibilities, Gateway CCRs make general announcements as requested by passengers, Customs Officials and Terminal Management personnel.
- ✓ Beginning in 2009, LGA CCRs have assumed the responsibility for monitoring and resupplying the stock of MTA brochures. This includes traveling off site and physically picking up the required supplies. LGA CCRs also ensure supplies and stocking of all directories in the CTB.
- ✓ Since around 2007, the LGA CCRs have been maintaining safety zones that are designated during emergencies/construction or maintenance, a responsibility in the past that was more commonly assumed by contract security personnel. Gateway CCRs now erect portable lighting and direct passengers safely around these hazardous areas.
- ✓ Gateway Customer Care trainers now provide off-site Customer Care training for airport contractor and vendor personnel. To better assist the Port Authority with achieving customer care goals, we now permit our trainers to travel to locations convenient to the students and bear the cost of travel.
- ✓ The EWR CCR team plays a vital role in the evacuation of Airtrain platforms during irregular emergency situations. In the event a fire gate activates at the Airtrain platform and passengers are caught on the other side, we are tasked with escorting them out through the back stairwells. Prior to 2008, this task was performed by Port Authority personnel. By Gateway CCRs assuming this responsibility, the Port Authority can utilize their personnel in other areas.

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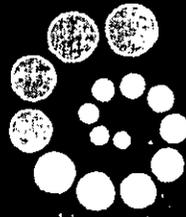
- ✓ Gateway CCRs and management staff routinely participate in all Port Authority Career Days. We provide information to local high school students about the CCR program and other Gateway services and how they play an important role in the airport community.
- ✓ For more than a year now, Gateway CCRs at LGA have assumed the task of setting up and breaking down seating and table arrangements in room 3870 for P.A. functions.
- ✓ Since 2007, Gateway CCRs at EWR have been inspecting all Airtrain cars for any damage, cleanliness issues, etc. which is and reported back to the Port Authority. This information saves Bombardier valuable time in servicing the trains and getting them back in service in a timely manner.
- ✓ Gateway CCRs routinely assist with V.I.P. movements. Examples would be the New York Marathon, PGA Golf Tournaments, any/all conventions requesting assistance from the Port Authority. We ensure all special guests are escorted to their destinations and provided with a world class airport experience.
- ✓ Since 2007, LGA CCRs have been deploying CCRs to select post security positions to assist, meet and greet passengers.
- ✓ In April of this year we partnered with 5 Star Parking and the Port Authority in conducting an extensive survey of the habits of the airport patrons use of the available off-site parking facilities. Over 2,000 surveys were distributed at EWR alone to passengers utilizing outside vendors at all frontages.
- ✓ A Ground Transportation survey system (CRM) was installed in all computers at the Ground Transportation counters. Effective earlier this year Gateway CCRS, in addition to making shuttle reservation, now obtain passenger frequent flyer information. All passengers arranging transportation are queried regarding various elements of their airport experience which will allow the Port Authority to better serve their passengers.
- ✓ Since 2005 and as requested by the Port Authority, Gateway CCRs at JFK have provided extra coverage at the platforms of the AirTrain stations due to construction of new terminals or maintenance of the AirTrain system. Our CCR's provide AirTrain service information to all passengers around the CTA and outer stations. Our CCR's assist during the duration of an outage by changing the signage reflecting an interruption of the AirTrain service and by providing passengers with busing information.

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- ✓ The Gateway CCR program on a number of occasions has provided CCRs for photo shoots for Port Authority Way finding and Marketing projects. Examples would be; flight guides, airport posters, website, etc.
- ✓ On April 20, 2008 we provided extra CCR coverage during the Pope's visit to NYC. Six CCR's were selected to assist the attendees of a Religious service held at Hangar 12, with directional information about the event that included seating assignments, restroom locations, and busing information.
- ✓ During peak hours, and during irregular operations, our CCRs actively assist in passenger queue management. When one of our CCRs observe a large congested and/or disorganized group of passengers, they spring into action, notifying PA Operations and upon approval, taking control and bringing order to the situation. At LGA, we also at times assist with Taxi stand queues as well when lines are long and insufficient cabs are available.
- ✓ During the summer of 2008, in addition to their normal duties, Gateway CCR's handed out Passenger Delay Survey Cards to those passengers at the gate area that were experiencing extensive delays of their departing flights.
- ✓ Since 2006, LGA CCRs have been maintaining a daily pay-phone check list in the CTB. In addition to performing our regular CCR duties, we maintain a log of the working condition of all public phones. These phones are tagged and labeled as non-working and the information is related back to the Port Authority airport management so repairs can be made in a timely fashion.
- ✓ We have implemented a multi tiered internal quality control mechanism to ensure the proper performance and integrity of the CCR program at all three major airports. The first tier consists of the mystery shops conducted by a private agency to check for CCR customer care performance. The second tier is covert cross-airport inspections conducted by management staff that look at CCR customer care performance as well as checking for improper or unethical conduct at any of the ground transportation counters. The third tier consists of a permanently established Ethics hotline that provides employees with an anonymous method to voice complaints or report perceived improper behavior by peers or management. These complaints are followed up by a corporate compliance investigator.

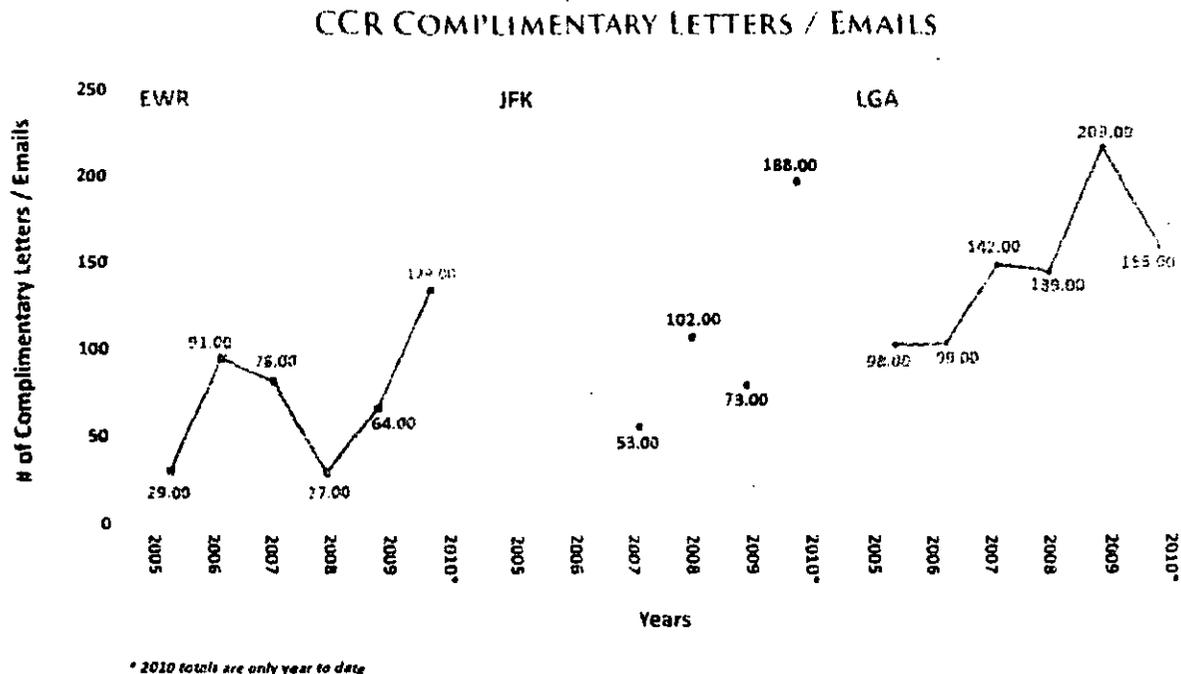
The great work done by our CCR's can be better measured by the appreciation received from Passengers who went out of their way to write in and commend the outstanding service of our people. While some of their warm words are attached for your reference in

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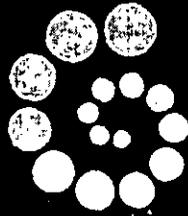
the Appendix, the graph below demonstrate an overall consistent increase in the number of complimentary emails and letters received.

Graph 1: The trend at EWR, JFK and LGA shown individually.



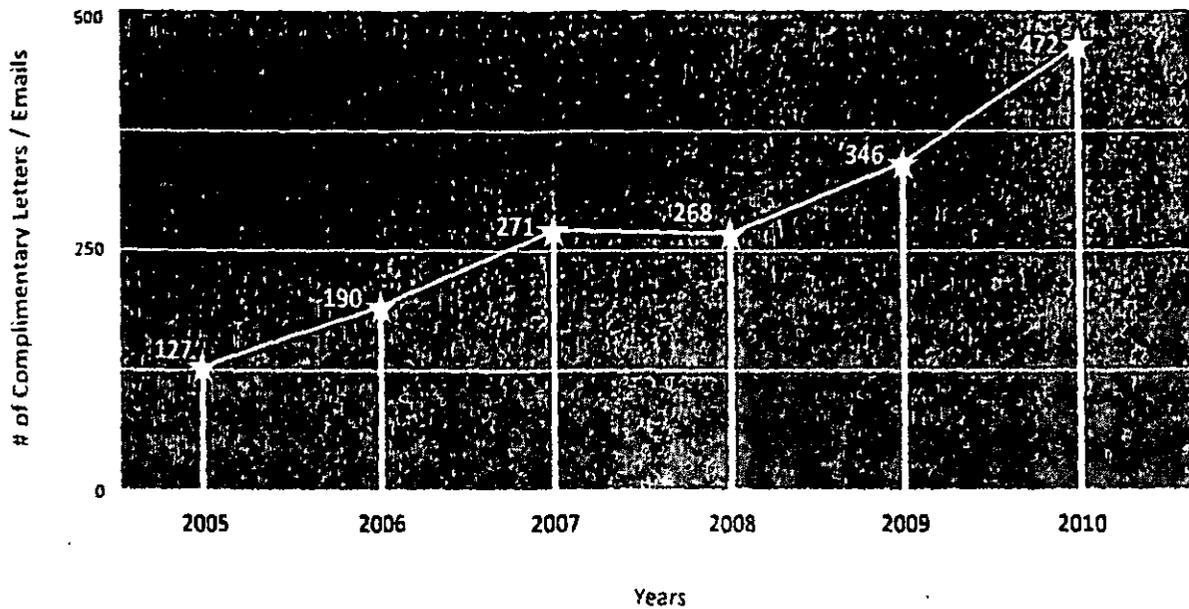
Graph 2: The combined trend for all three (EWR, JFK and LGA) airports.

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CCR COMPLIMENTARY LETTERS / EMAILS RECEIVED AT EWR, JFK AND LGA AIRPORTS



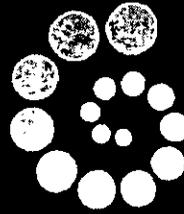
Graph 3 & 4: The Gateway Servic Difference

Despite the reduction of authorized hours for the CCR's from 2007 onwards, the Grand transportation Reservations made by CCR's have consistently risen (Graph 4).

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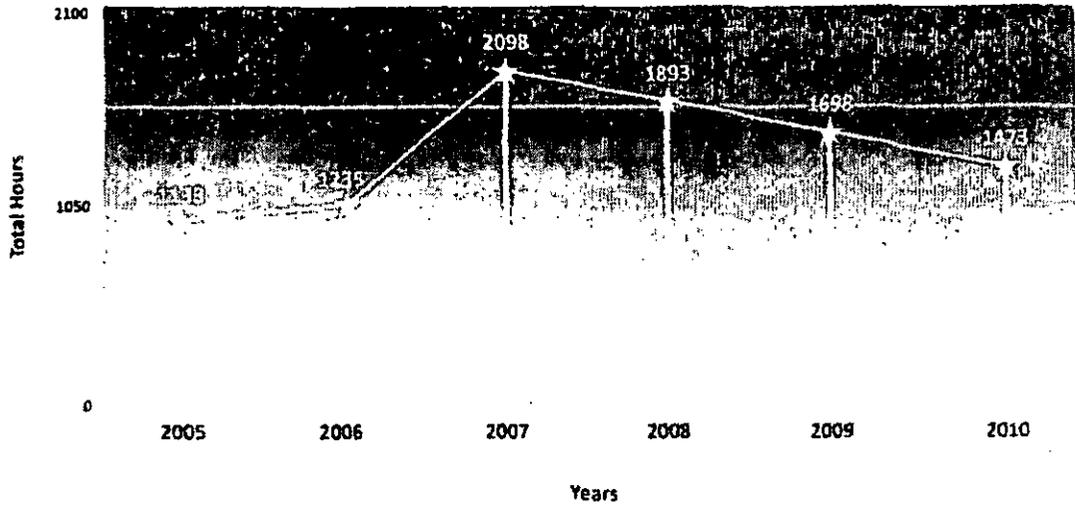
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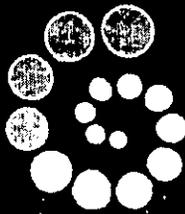
CCR AUTHORIZED HOURS FOR EWR, JFK AND LGA



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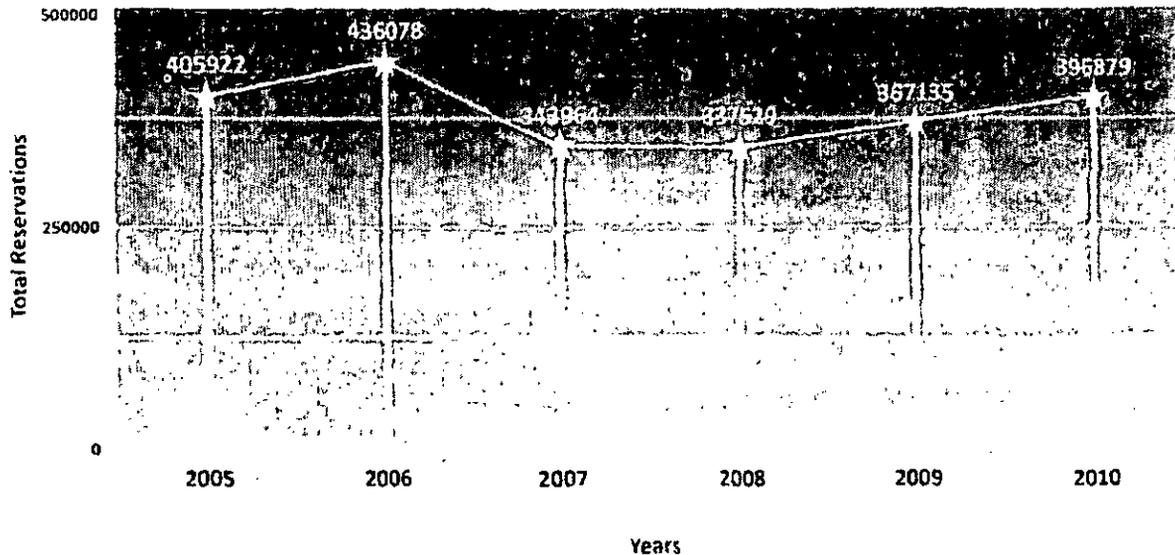
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CCR GTI RESERVATIONS FOR EWR, JFK AND LGA



While we have accomplished great things together throughout the years; we acknowledge that our accomplishments have established an expectation. As the airport community has come to expect quality service from our Gateway CCR's, the Port Authority has come to depend on innovation and responsibility from Gateway as a business partner. We will continue to provide consistent and exciting innovation, continually changing and re-inventing ourselves with each and every opportunity. This is not just a promise, but a commitment rooted in our established relationship.

As a regional company whose Executive and Corporate offices are located in Newark, New Jersey, you will have immediate access to our senior management team, available 24 hours a day, 7 days a week to service this contract. As we have in the past, we will continue to provide personalized service, creative ideas and accessible to key decision makers who can respond to your needs within hours and not days. We pride ourselves on the close working relationship we have shared with the Port Authority over the past fifteen years and we will not waiver in our commitment in providing the best and most experienced management team available for this contract.

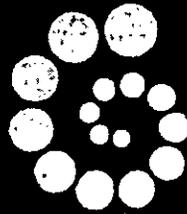
During the next 5 years we will work together on, expediting communication, developing our employee base, raising the bar on service excellence and achieving higher levels of customer satisfaction within the three airports.

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We recognize that each airport has different needs and we will diligently work with each airport team to make certain we meet and exceed each facility's service requirements on an individual basis, offering system wide solutions customized to each facilities needs.

As your current service provider we have delivered on our promise and together we have developed a successful program that delivers consistent World Class Service for all three airports. Our current management team is excited about developing further our program and in continuing to provide for you a dependable and experienced team of professional customer service staff unmatched within the industry.

B. EMPLOYEE MANAGEMENT PROGRAMS:

Our Management Plan includes the following...

Rewarding & Recognizing Outstanding Performance:

At Gateway, we pride ourselves in our most valuable asset: our people. Management personnel function as coaches and mentors for CCRs and volunteers to ensure that frontline personnel know that they are valued and how they are performing. Positive feedback, recognition and reward create superstars in our industry. These processes pave the road to success and advancement within our organization. We understand the importance and value of our team members. The result of recognizing that value through tailored, targeted recognition and reward, appreciation events, and feedback programs is retention and highly motivated, energized and engaged team members who enjoy their contribution to creating delighted customers.

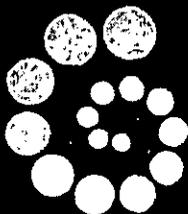
At Gateway, we foster an environment of growth and loyalty whereby a CCR or an employee can excel at what he does and in turn reap the benefits too. We have a set budget of \$20,000 per year to give out in the form of the Gift card, which can be used at any concession store at the Airport.

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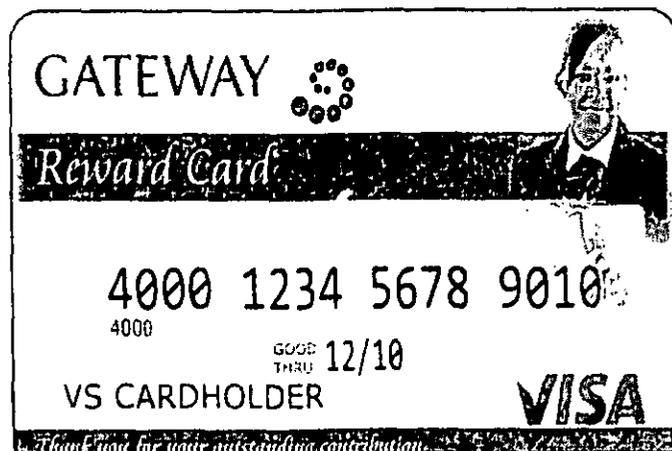
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Our vision for these awards is designed to recognize and reward CCR's whose performance has been identified as customer-focused and proactive. Guidelines for issuing an Award include:

- Gateway institutes Visa award cards - Approximately \$400 per month in Visa cards are awarded in \$25 - \$50 increments to deserving CCR's. These rewards are used as an opportunity to reward outstanding performance on the spot.
- Nominations for a CCR Award are submitted from several sources including a Gateway Supervisor, Gateway management, Port Authority personnel, a review of mystery shopping results, and most importantly from Port Authority customers.
- In addition to exemplifying Gateway Service Standards, such as observations of employees performing their duty while following the 50ft/10ft/5ft rule, being well-groomed and in neat uniform, consistently giving a proper greeting and closing, maintaining eye contact, being cordial, friendly and helpful, and having a consistent positive / professional attitude and team spirit, we also recognize employees who consistently cover an open post or comes in to work on short notice or provide assistance above and beyond that of their job requirements or who willingly participate on special projects

Employee of the Month – This monthly award encompasses and include all eligible CCR's. It also includes complimentary letters or e-mails from passengers, supervisors and management as well as Port Authority personnel. Employee of the Month award also takes into consideration CCR loyalty, attendance, and longevity with the Program. The selected CCR receives a \$100 "Thank You" Visa card and has his picture taken and placed on a plaque for all CCR's to see. The CCR is also recognized in front of colleagues and superiors, with a few words said on why

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the award was presented. At the end of the year, one of the 12 monthly winners is chosen as "Employee of the Year" and will receive a \$500 award at the Gateway Stars Awards function.

Supervisor of the Month - Gateway uses the same criteria as the Employee of the Month Award for choosing a supervisor on a monthly basis for consistently demonstrating leadership and qualities and being a role model for the staff they manage. The monthly supervisor award gets \$100, photos of the award presentation is taken and the recipient of this "Supervisor of the Quarter" Award is communicated to all team members.

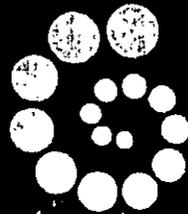
"Thank You" CCR Appreciation Events - Gateway also leverages opportunities to celebrate with our team members such as holiday celebrations and appreciation events to reinforce a sense of camaraderie, commitment, and fun. Gateway has had very positive experiences with appreciation events such as this.

Annual Stars Event - At the end of the year, at a lavish and grand Stars Event ceremony, one of the 12 monthly winners is chosen from the CCR's and Supervisors and is awarded for their outstanding service. Not only are they rewarded financially but are also praised in front of their peers and Port Authority and Airline representatives. In addition to the Gift Cards, they receive a Certificate and a bag filled with various gifts. An advertisement goes out in the newspaper to announce the winners so that the entire aviation community knows how proud we are of them.



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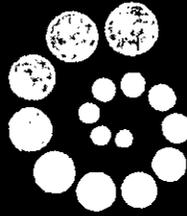


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The following is an advertisement that features in the Airport Press Newspaper and on their website:

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*Safelite it's Service Champions for receiving
Part Authority of NY & NJ's
2009 Contractor of the Year Award
Employee of the Year for "Consistency in Service"
Employee of the Year Award for going "Above & Beyond"*



Lawrence Smith
Employee of the Year
Employee of the Year for "Consistency in Service"



Payton Hill
Employee of the Year
Employee of the Year for "Consistency in Service"



Benjamin D'Amico
Employee of the Year
Employee of the Year for going "Above & Beyond"



Bob Joseph Perrotto
Employee of the Year
Employee of the Year for going "Above & Beyond"

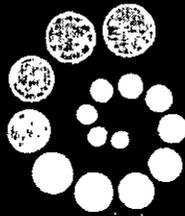


Thomas Oprea
Employee of the Year
Employee of the Year for going "Above & Beyond"

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Security Awareness Training- In a post 9/11 world, the importance of having as many eyes and ears in the terminals has never been greater as a company who manages and provides security for some of the largest companies in this region, we are ideally suited in the cross training of our Customer Care Representatives with the basics of observation and reporting duties.

As a CCR, their simple pro-active interaction is a natural deterrent to persons looking to conduct illegal operations on the airport. But we take that natural event to a greater level. Our current staff has all been trained in the basics of observation and reporting and will continue to be trained in this important aspect of their jobs. It is important that each CCR understands and knows the full responsibility of the process from the observation of suspicious activity to the reporting of such and the follow through to make certain it has been attended to by proper law enforcement personnel. As a final step they are required to report the observation to their respective management teams for debriefing. Our management utilizing this information then informs other CCR's to be on the lookout for such unacceptable behaviors.

In addition to strange behavior of persons, the CCR is trained on reporting security breaches, ID challenges in accordance with SIDA guidelines and basic fire suppression techniques.

We recognized long ago the advantage of a cross trained CCR and our staff has been instrumental in identifying and reporting many conditions that have potentially averted a disaster or security breach. Our CCR's are immersed in the culture of security awareness. We believe as responsible members of the airport community it is incumbent on us to keep all who walk through the airport safe and secure.

Rapid Response Team...

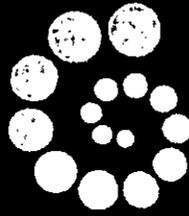
As we have experienced in the past, there are many variables in the daily operation of an airport. Gateway has been instrumental in responding to emergency situations with staff and expert assistance for all types of situations.

As an example our staff have staffed crisis centers at JFK, evacuated terminals at LGA and have replaced airline personnel at EWR when those airlines have ceased operations on the facility. We have proven ourselves to be able to respond in a moment notice to any operational situation that has presented itself over the years.

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With this understanding we feel it is important to have a dedicated staff of employees who are trained to work at multiple facilities. In the event of an immediate ramp up of staff on a temporary basis as a result of airline closures, aircraft crashes, sustained power outages or massive Airtrain interruptions in service, we will have available to each facility additional staff that can be utilized to fill in any gaps that may exist at the other facility.

How it will work...

Inter-facility Training

- Train in airport Demographics an equivalent of 15% additional staff for each facility
- JFK/EWR will cross train 15% of staff on Airtrain operation at each respective airport.
- Each Rapid Response Team will receive a PA ID kept secured in the office for use when they are utilized at the facility.
- Each Rapid Response Team will be kept up to date on any demographic changes at each airport

CUSTOMER CARE SERVICE RELATED TRAINING

Gateway has developed a comprehensive customer care and customer care supervisor training program that has been designed to meet the requirements of the Port Authority of New York and New Jersey Customer Care Representative program. This training program retains the original eighteen subjects of required training for CCRs and fifteen subjects of required training for CCR supervisors. However, as part of the Gateway continuous improvement program it has been consistently enhanced to meet both the changing and site specific needs of the four individual airports. Feedback from the supervisory and management staff combined with information from the Gateway Quality Assurance/Quality Control, program has been integrated into the basic new hire training, the supervisor training, the refresher trainings and the additional value added training provided to the customer care and customer care supervisor staff.

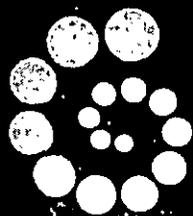
The basic new hire and supervisor training is illustrated in the following graph and described in the course descriptions. (Please see attached Appendix A).

In addition to the basic new hire and supervisor training, the CCR and supervisor staff has and will continue to receive both refresher and value added training. The refresher training and the value added training is developed and selected to meet the training needs identified by the Gateway Quality Assurance/Quality Control program and the CCR management staff at each

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airport. The following is a description of some of the recent and planned future refresher and value added training,

In 2009, CCR Managers and Assistant Managers took part in the Gateway, Management Development Program. The Management Development Program is a sixteen week program that includes eight college level classroom lectures combined with eight workplace practical exercises. Also in 2009, all CCR contract employees whose job responsibilities include driving a vehicle attended the Smith System Driver Safety training.

In 2010, All CCRs attended the Gateway Frontline Academy, Embracing Customer Care in 2010 Workshop. This workshop included, a review of the Port Authority and Gateway Customer Care Standards, the introduction of the One Minute Rule, Redefining the 50-10-5 Foot Rule to include Behavioral Indicators for Security Awareness, Conflict Resolution and Passengers with Disabilities training.

Also in 2010, all CCR supervisors attended the Gateway Frontline Academy, Embracing Customer Care in 2010 Workshop. In addition, supervisors attended the Diversity and Sexual Harassment training, which includes the employee discipline policy and discipline procedure training and the Ethics for Gateway Management training. The CCR supervisors also attended the Gateway Frontline Academy Coaching and Mentoring Workshop which includes both Basic Supervision and Employee Motivation modules. The Gateway Frontline Academy e-learning course on Incident Reporting and Report Writing was also mandatory training for all CCR supervisors.

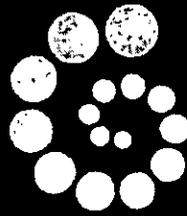
The planned training for CCRs in 2011 includes; a review of the Port Authority and Gateway customer service standards, First Aid, CPR and AED awareness training and the PATRIOT - Protecting the Homeland Innovations workshop in using the GAMMA technique to develop passenger baselines to identify unusual or suspicious behavior. The GAMMA Baseline technique has been proven very effective in identifying passengers who need assistance and the small percentage of those passengers who should be reported for suspicious activities.

The planned training for CCR Supervisors in 2011 includes the PATRIOT - Protecting the Homeland Innovations workshop. In addition all CCR Supervisors will receive the American Heart Association Certification training in First Aid, CPR and AED as well as the OSHA Ten Hour Workplace Safety Certification training. The Gateway Frontline Academy e-learning course on Blood Borne Pathogens and universal precautions will also be mandatory for all employees.

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LEARNING MANAGEMENT SYSTEM

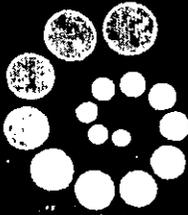
The Learning Management System (LMS) is a web enabled training database that records and reports on all mandatory and optional training. This includes; e- learning courses, instructor lead courses, all certifications, all certification expirations and all testing results. The Learning Management System gives Gateway the ability to insure that any employees assigned to the Port Authority Customer Care program will have completed mandatory pre-assignment training and all additional Gateway required training. The web enabled training report function of the Learning Management System gives Gateway the ability to provide required training reports as well as accurate and complete Ad Hoc training reports as needed.

E-LEARNING

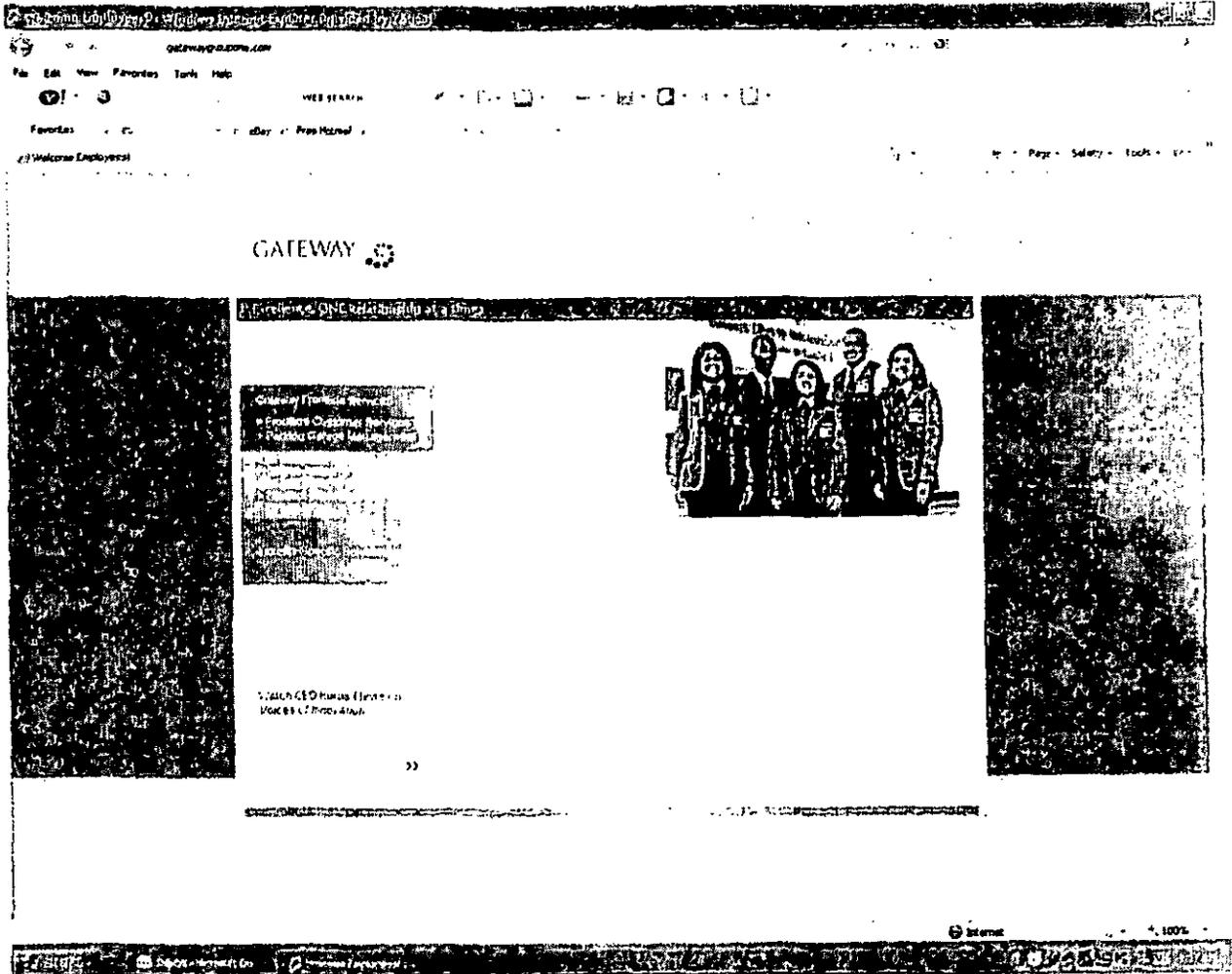
Continuous learning and improvement are two of Gateway's core values. The E-learning web site has been developed for the benefit of our employees and supervisors with the primary goal being to provide an on-line, state of the art, E-learning System that affords our employees the ability to access training 24 hours a day, seven days a week. The Learning Center includes: web-based training courses, video training, web-based on-line testing, and the Gateway Continuing Education and Management Development Training programs. The four e-learning courses available to all employees are, Blood Borne Pathogens, Incident Report Writing, Fire Safety and Use of Force. The e-learning web site also includes refresher information including; a Port Authority Customer Care Representative refresher video, a Passengers with Disabilities handbook, Terrorism Awareness, CPR, Air Way Obstruction, and Ethics. By making these important resources available, our goal is to promote professional development by helping our employees to obtain training and develop the skills needed to better meet the diverse needs of our clients.

The following images illustrate the E-learning/LMS.

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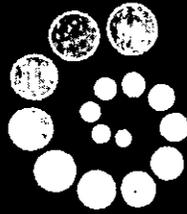


The Gateway Employee web page with the link to the E-Learning/LMS

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Current Enrollments

| Course | Enrollment |
|---------------------------------------|------------|
| W. Introduction to... | 1 |
| W. ... | 1 |
| W. ... | 1 |

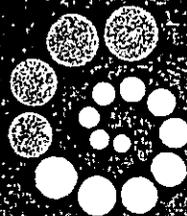
Today is 10/10/2011

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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

The employee/student home page with the student enrolled in three e-learning courses.

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File List

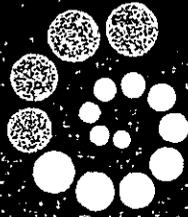
Search

| Files | Size | Download |
|----------------------------------|----------|----------|
| Adult Choking Video | 6119 KB | Download |
| Adult CPR Video | 129 KB | Download |
| CCR Video | 10.1 MB | Download |
| Child Choking Video | 6720 KB | Download |
| Child CPR Video | 18 KB | Download |
| Course Catalog | 142.5 KB | Download |
| Home Document | 24.5 KB | Download |
| Infant Choking Video | 973 KB | Download |
| Infant CPR Video | 1.2 MB | Download |
| MARS | 204.1 KB | Download |
| Passenger | 438 KB | Download |
| Street Sense Awareness Equipment | 4.1 KB | Download |
| Terrorism Awareness Equipment | 272.5 KB | Download |

The training refresher information page including the CCR video refresher, Passengers with Disabilities (MARS) Handbook, Terrorism Awareness and CPR/Choking videos.

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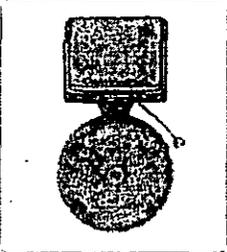
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Fire Response Duties

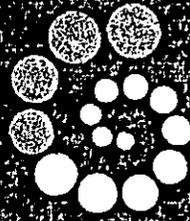
- If an alarm goes off:
 - ▶ Respond to location
 - ▶ Restrict access to the alarm area
- If a fire breaks out:
 - ▶ Control crowd
 - ▶ Direct traffic
 - ▶ Secure entrances and exits
 - ▶ Meet the fire department at facility entrance; direct them to fire alarm location
 - ▶ Transport victims and bystanders to appropriate areas



A slide from the Fire Safety E-Learning course.

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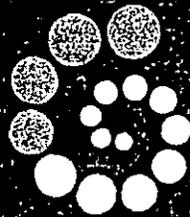


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The Manage Reports page with a partial list of management training reports.

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COURSE DESCRIPTION FOR TRAINING INCLUDED IN THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY CUSTOMER CARE PROGRAM

CC 101A: Embracing Customer Care for CCRs (8 Hours)

Gateway instructors teach an interactive eight hour block of customer service skills training specifically designed to meet the requirements of the Port Authority Customer Care program and develop the skills required to succeed as a Customer Care Representative. This training program combines real world practical experience with the contractually required training. Some of the topics included in the eight blocks of instruction are; Understanding Passenger's Needs, Meeting Their Needs and Exceeding Their Expectations, Understanding Airport Operations, Understanding Airline Operations, Facilities Communications, Duties and Reporting Relationships, Forms and Reports, Ethics and Conduct, Emergency Procedures and Progressive Discipline.

The individual blocks of instruction included in the Customer Service Training Program are as follows:

- Putting the Customer First
- Knowing Your Customers
- Engaging the Customer
- Providing Superior Service
- Dealing with Dissatisfied Customers
- Customer Diversity
- Passenger's with Disabilities
- Security Awareness

CC 104: Airport Orientation – 8 Hours

This Orientation includes both classroom instruction and a facility walk-through to enable new hires to familiarize themselves with the individual operation of their assigned airport. This extensive introduction to the Customer Service Program and airport demographics is intended to focus new personnel towards understanding where they will be working and what their goals for service will be. This orientation includes the following:

- Tour of the appropriate airport facility
- Review of local demographics including on and off airport facilities

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- Detailed review of post locations, duties and schedules
- Radio and communications procedures
- Uniform and personal appearance standards
- Introduction and meet and greet of current staff
- In depth review of the complete job description, their duties and our expectations of service
- Review and discussion of the Airport Service Standards Manual
- Review of specific post assignments and corresponding job responsibilities with focus on positive behaviors to ensure complete customer satisfaction

CC 105: On the Job Field Training – 24 Hours

Newly hired Customer Service Representatives are partnered with supervisors to learn hands on functions of their new position. New hires are monitored closely and daily evaluation reports are forwarded to Customer Service Managers for review and progress discussion with the new CCR.

- This cross training process takes place, under strict supervision by superiors with whom new hires are partnered.
- Managers receive daily feedback and evaluations on the new hires performance during this training period
- Upon completion the New Hires are announced at a role call and welcomed as a full-fledged Customer Care Representative.

CC 106: Ground Transportation Information System (GTIS) Training – 8 Hours

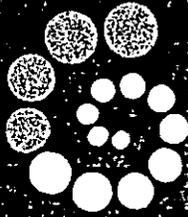
Newly hired Customer Service Representatives will learn the purpose of the GTIS and through hands on learning and role-play will be able to offer all options in an unbiased manner and complete a reservation to include the efficient dispatch of the customer and their corresponding Permittee driver. This program is designed into modules with simple step-by-step instructions for the user to follow. Upon completion the CCR will be proficient in booking and completing ground transportation reservations in a professional manner. In addition, users will learn how to utilize the manual reservation process, should the computer system experience a delay or failure. This specifically designed computerized reservations training program ensures seamless post-flight ground transportation options for all passengers at Port Authority of New York & New Jersey facilities.

The topics include in this training are:

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- Learning the GTIS system and applicable terminology
- Understanding of system security and screens
- Learned proficiency with logon procedures, IDs and passwords
- Understanding how to use the Destination Inquiry and Make Reservations functions with integrity and credibility
- Understanding the various Permittee services, destinations and fares.
- Providing unbiased passenger information for public transportation, taxi service, shared door-to-door and private service.
- Updating, canceling and closing reservations
- Develop a functional level of proficiency for every function on the GTIS System to ensure accurate passenger reservations and ticket printing
- Identifying un-authorized transportation providers (hustlers)

CC 106: Ground Transportation Information System On the Job Field Training – 16 Hours

Newly hired Customer Service Representatives are partnered with supervisors or senior CCRs to learn the hands on functions of the Ground Transportation Information System. New hires are monitored closely and daily evaluation reports are forwarded to Customer Service Managers for review and progress discussion with the new CCR.

- This training process takes place, under strict supervision by superiors with whom new hires are partnered.
- Managers receive daily feedback and evaluations on the new hires performance during this training period
- Upon completion the New Hires are prepared for the Comprehensive Testing Program

CC 104: AirTrain Outage Training (JFK & EWR) – 4 Hours

Newly hired Customer Service Representatives at JFK and LGA will learn the proper procedures too effectively and efficiently deal with AirTrain outages. Topics included in this training are:

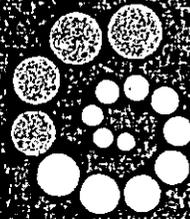
- Types of AirTrain outages, the pinched loop
- Alternate transportation
- Guiding and assisting passengers
- General announcements and individual interaction
- Dealing with unhappy passengers
- Restoration of service

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CC 107: Comprehensive Testing Program

At the conclusion of all standard CCR training and the demonstrated successful completion of CC101A, CCR104, and CCR105 all CCRs will participate in a testing program that is specifically designed for each airport. Each CCR is given an exam containing 100 questions addressing the airport, its demographics, and their mission as a CCR. They must attain a grade of 85% or above to pass and be placed into service. Should a CCR score below the passing grade of 85% they may be allowed one additional opportunity to re-test. At the passing of this test, a final review of all aspects of the CCR's performance during this intensive training period is conducted and if the employee has demonstrated a complete and comprehensive understanding of what it means to be a Customer Care Representative they are officially assigned to their respective facility

CC 108: Annual Embracing Customer Care Refresher -4 Hours

All CCR are required to attend a yearly Customer Care refresher training. The training includes a review of the CCR customer care standards including the 50-10-5 Foot Rule, the One Minute Rule and meeting the passenger's needs and exceeding the passenger's expectations. Remedial topics that have been uncovered the program management or the Quality Assurance/Quality Control program in the previous year's operation are also included in the refresher training.

SEC 215: Smith System Advanced Driver Training Program – 8 Hours

Gateway Smith Driving System certified instructors provide certification courses in driver safety. The Smith Driving System class is an eight hour course that combines classroom and behind the wheel instruction for all employees that are required to operate a vehicle. The Smith Driving System concentrates on the cushion driving method that has proven effective in reducing motor vehicle accidents.

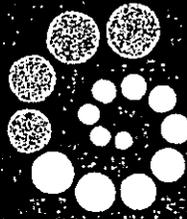
SEC 201: Conflict Resolution/Crisis Management Training - 8 Hours

Gateway instructors teach the Crisis Prevention Institute Inc. Non-Violent Conflict Resolution and Crisis Intervention Training Program. This eight hour block of instruction has been proven very effective in developing the skills required to resolve conflicts and de-escalate a potential

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crisis situation. The course combines classroom lecture with extensive role plays to ensure both a comprehensive understanding of the concepts and the practical skills required to resolve conflict and prevent crisis. The topics include in this training are:

- *The Crisis Development Model*
- *The Verbal Escalation Continuum*
- *Verbal De-Escalation Techniques*
- *Non-verbal Communication*
- *Para-verbal Communication*
- *Active/Empathic Listening*
- *The Art of the Apology*

MAN 101: Ethics for Supervisors -2 Hours

The *Ethics for Supervisors* training program provides the supervisor with a formal code of ethics to provide guidance in making sound, fundamentally fair workplace decisions in situations where the company policy and procedure manual does not apply. Topics covered in this training are:

- *Ethics Defined*
- *Benefits of a Code of Ethics*
- *Quality Control*
- *Formal Code of Ethics*
- *Ethical Decision Making*
- *Workplace Safety*
- *Vicarious Liability*
- *Unethical acts in the CCR Program*
- *Core Values in the Workplace*
- *Prevention of Unethical Acts*

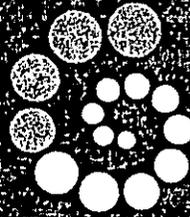
MAN102: Coaching and Mentoring – Basic Supervision - 2 Hours

The coaching and mentoring training program will enhance supervisor's leadership development and their ability to motivate employees as well as take effective corrective action of substandard employee job performance. This program combines classroom lecture on social science with real world situations. It uses role plays and group discussion to put the supervisor in practical situations to implement the social science theories. Topics covered in this training are:

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- The coaching and mentoring process; Leadership and Inspiration
- Developing a working relationship through mutual respect
- Employee motivation concepts
- Needs Theory - Maslow and Hertzberg
- Reinforcement Theory
- Expectancy Theory
- Equity Theory
- The sandwich technique for corrective action
- The 3 to 1 rule
- Systemic vs. Individual Counseling

MAN 103 - Diversity and Sexual Harassment - 4 Hours

This workshop discusses and examines the social impact of harassing behavior in the workplace along with historical development of Law and legal decisions. A review and analysis of the Gateway Group One anti-harassment policies are included along with the awareness of how sexual harassment and discrimination affects the workplace, its employees, vendors, visitors and internal management. Through interactive self-tests, discussions and case study analysis, participants recognize the impact on both individuals and organizations caused by harassing behavior in the workplace. Promotion of a comfortable, safe and appropriate work environment is the end result. The program is enhanced with videos, role-plays, self-quizzes, and interactive group discussion. Topics covered in this training are:

- Understanding the definitions of sexual harassment, sex discrimination, quid pro quo and hostile environment
- Some mistakes made by business decision makers
- Development of the laws: the changing climate
- Stereotypes and Assumptions
- Conditioning and Traditions
- Responding effectively to those who are culturally different – differences vs. values, language and cultural identity
- Using interpersonal skills and empathy to accommodate the needs of others
- Progressive Discipline

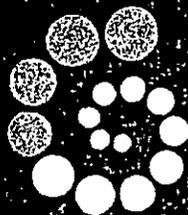
SEC 109: Report Writing E-Learning Course

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This block of instruction is designed to provide the employee with the skills needed to write a professional report. This is accomplished by reviewing basic writing skills and using these skills to complete the Gateway Incident Report. This block of instruction is divided into two modules; *Basic Report Writing Skills*, and the *Gateway Group One Incident Report*. Some of the topics covered in this instruction are:

Basic Report Writing Skills

- Types of Reports
- The Importance of Taking Proper Notes
- The Building Blocks of Report Writing; Who, What, Where, When, How and Why
- Basic Rules of Report Writing
- Common Problems in Report Writing
- Grammar and Spelling

Gateway Group One Incident Report

- Gateway Incident Report Policy
- Gateway Incident Report
- Gateway Incident Report Log
- Management Statistics
- Scenario Based Incident Report Completion

MAN 200: Gateway Group One Management Development Program - 16 Hours

The following program was developed specifically to address the needs of Lead Officers, current site supervisors and high-potential security officers. High-potential security officers must be recommended by their supervisor to attend this program. The program consists of eight two-hour instructor lead classes held biweekly over a period of two months. Upon successful completion of all eight classes the student is awarded a Frontline Academy, Management Certificate. Each of the eight classes includes a college level PowerPoint lecture, a Gateway Group One specific practical activity and a quiz. The eight class topics are:

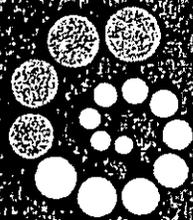
- Supervising in Uncertain Times
- The Managerial Functions
- Communications: The Vital Link in Supervisory Management
- Motivational Principles as Applied to Supervision

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- Solving Problems
- Positive Discipline
- Supervisory Planning
- Supervising a diverse workforce

SEC 211: OSHA Workplace Hazard Awareness and Safety Awareness Training – 16 Hours

The purpose of the course is to provide a “Safe and Secure” workplace for Gateway employees, Gateway’s client’s employees and Gateway’s client’s visitors. In addition to providing Safe and Secure workplace, the OSHA workplace hazard awareness and safety course has been shown to be very effective in reducing the costs that are related to workplace accidents and injuries, including liability and workmen’s compensation insurance costs. Topics in the OSHA workplace hazard and safety awareness training include:

- Walking and Working Surfaces
- Fire Protection
- Emergency Action Plan
- Flammable Liquids,
- Electrical Safety
- Blood Born Pathogens
- Hazard Communications
- Machine Guarding
- Lock Out Tag Out
- Construction Safety

SEC 106: First Aid, CPR and AED Awareness – 2 Hours

This block of instruction is designed to provide the employee with a basic understanding of First Aid, CPR and AED in a non-certification course. This instruction uses a combination of instructor led information and video instruction. Some of the topics covered in this instruction are:

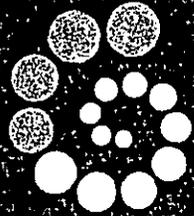
- Certification Instruction vs. Awareness Instruction
- The Good Samaritan Act

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- *First Aid Video including treatment for; Bleeding and Wounds, Shock, Burns, Head and Spinal Injuries, Chest and Pelvic Injuries, Bone and Muscle Injuries, Sudden Illnesses, Poisoning, Bites and Stings, Heat and Cold Related Emergencies, and Rescuing and Moving Victims.*
- *CPR and AED Video including; Adult, Child and Infant CPR, Adult, Child and Infant Airway Obstruction, Automated External Defibrillation (AED) overview, AED Operation and AED Maintenance.*

SEC 203: Certified First Aid, CPR and AED Training – 8 Hours

Gateway American Heart Association certified instructors provide certification courses in First Aid, CPR and AED for all employees and managers where certification is required.

The American Heart Association certification is a two year certification and is renewed bi-annually.

SEC 202: Blood Born Pathogen Training – 1 Hour

Blood Born Pathogen Training is included in the e-learning system as an optional course that can be offered to all employees. The E-learning Blood Born Pathogen Training is designed to meet the OSHA Training Institute's specifications for Blood Born Pathogen Training and can fulfill one hour of the OSHA 10 Hour General Industry Safety Course Certification. This training is recommended as a companion class to either the SEC 106: First Aid, CPR and AED Awareness training or the SEC 203 First Aid, CPR and AED certification training to instruct employees on universal blood born pathogen protection techniques in first aid situations.

EMPLOYEE MOTIVATION & INCENTIVE PROGRAMS

We make every effort to maintain a positive work environment that fosters professional excitement that can be transferred to the customers we interact with. To accomplish this goal we employ a combination of positive reinforcement, training and progressive discipline to ensure the superior performance of our CCR staff. (Please see our Rewarding & Recognizing Outstanding Performance section above).

Positive reinforcement is achieved through a number of reward and recognition efforts. (Please see

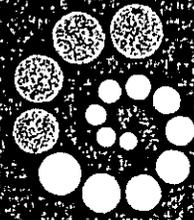
- We empower managers and supervisors to reward superior performers on the spot during the work day when excellence is observed.

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- We have an employee of the month at each airport and they are awarded \$75 gift card.
- We reward CCRs who receive exceptional Mystery Shop scores
- We have Pizza parties for Positive Performance Notice recipients
- We also recognize personnel through the Gateway Stars award program. CCRs are recognized for their great efforts in the field with a luncheon, Visa gift card and framed certificate.
- We recognize CCRs when they receive recognition from the Port Authority Reward and Recognition program by providing them a gift card for their efforts.

Training

- In addition to new hire training, all CCRs have recently been provided an update to their Customer Care training, sharpening their skills and providing them with cutting edge information on customer Care excellence.
- All CCR supervisors were provided with Diversity, Sexual harassment and Coaching and mentoring training.
- All CCRs are provided with opportunities for elective professional development training provided at our Frontline academy in topics such as OSH, First Aid, TSA Screening, CPR and First Aid.
- We conduct in-service roll call training with CCR personnel as needed.

C. RECRUITMENT, HIRING & TRAINING

Acquiring and retaining quality talent is one of the keys to our success. We have a fully staffed Human Resources Department to facilitate the hiring of qualified and motivated people through a well thought-out and implemented recruiting strategy. This ensures that the right employees are in place when you need them the most.

We have made our recruiting strategy a sub-set for our overall management plan to serve the needs of the Customer Care Program for the Port Authority, We have identified a standard set of knowledge, skills and abilities that are required for the CCR and have focused our attention on acquiring such skills and talent to facilitate our continued successful partnership.

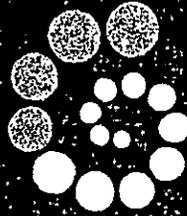
At Gateway we believe that our employees are our customers too and therefore we take great care to recruit, retain, train, recognize and reward our Customer Care Representatives in accordance with the outstanding performance we expect from them each day and every day. We have been named Newark's Award-Winning Employer in 2007.

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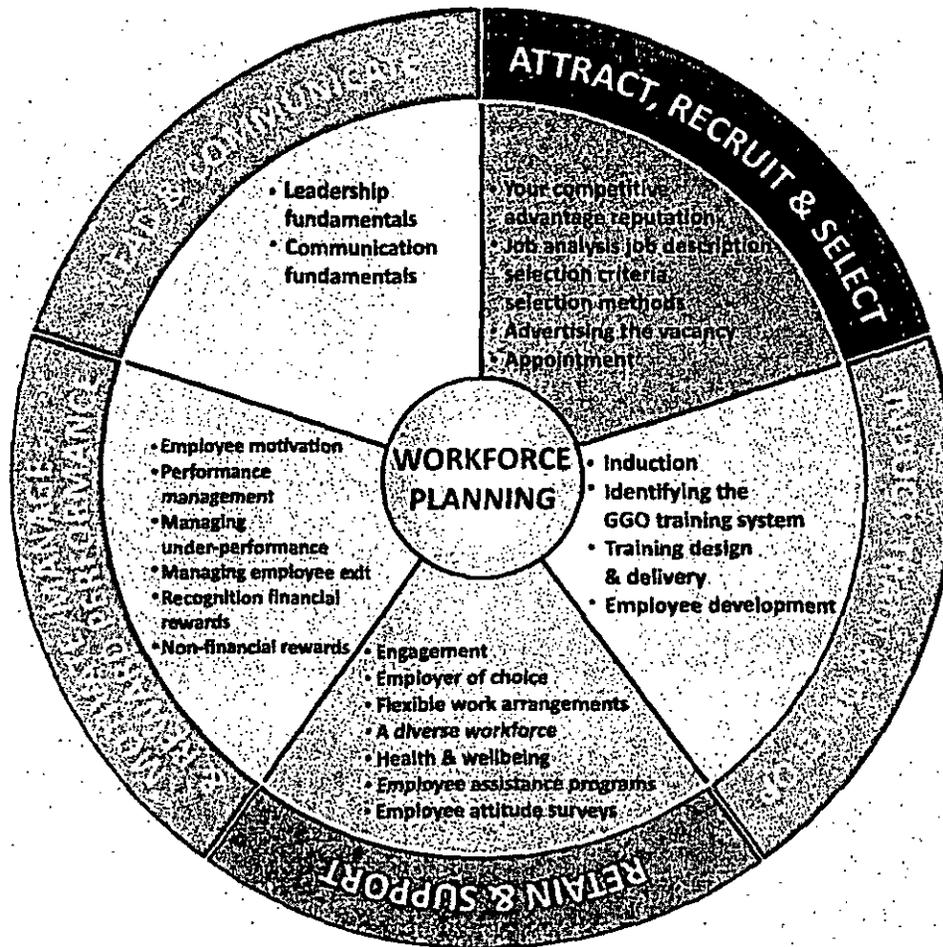
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Outstanding Customer Service begins with the employment process. Every step is geared to produce a highly skilled, customer-service oriented person. We conduct pre-employment screening to ensure that all of our employees have cleared all background investigations. We assess our people at the time of hire, throughout training, on the job and throughout their tenure with Gateway to assure that their customer service, operational, and technical skills exemplify our client's and Gateway's Service Standards. We believe in rewarding superior performance and believe our longstanding practice of promoting from within to fill key supervisory and managerial positions. Our Workforce Planning chart depicts the lengths we go to ensure a consistent support to our employees.



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ATTRACT, RECRUIT & SELECT

We are an equal opportunity employer and we recruit from a number of candidate resources including Career Builder, Gateway's Employee Referral Program, Print advertisement, The Council for Airport Opportunity, Colleges and Job Fairs, Corporate Open Houses and Walk-in's.

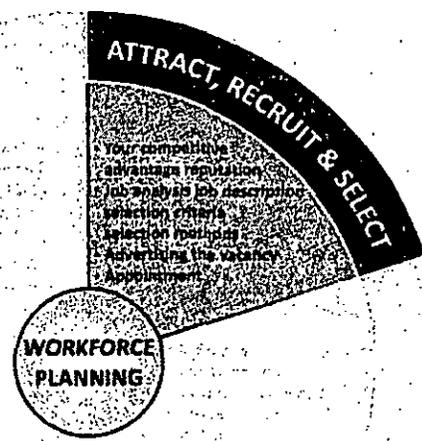
Recruiting and Hiring Procedures

Colleges and Training Centers - We recruit from local colleges as well as Workforce Development offices, Veterans Offices, Council For Airport Council, One Stop Centers in all Counties, Local Churches and Community Organizations.

Advertisements - Career Builder, Monster.Com, Craigslist, Newark Star Ledger, NY Times, NY Daily, News, NY Post, Next Stop Magazine, Military Heroes For Hire - Web Site, Local & College Newspapers, Brochures to College and Training Centers

Programs - Gateway Employee Bonus Referral Program - All current Gateway employees are eligible to participate and receive \$50.00 for every referred & hired full time employee and \$25.00 for every referred & hired part-time employee.

Our testing and interviewing process includes - **Orion Systems Pre- Employment Applicant Assessments** which provides an accurate, reliable quick snap-shot of an applicant's work and safety related attitudes, attitudes that lead to on-the-job behavior and a safer workplace for themselves, other employees and customers. All system and validation procedures are based upon and subscribe to the guidelines and procedures of the American Psychological Association and the Federal Guidelines of Employee Selection Procedures.



Select Reading Comprehension Assessments - allows Gateway to evaluate candidates reading comprehension and report writing ability.

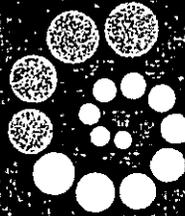
Gateway's Candidate Evaluation Form - Completed by the interviewer and is intended to rank the candidate's overall qualifications for the position to which they have applied.

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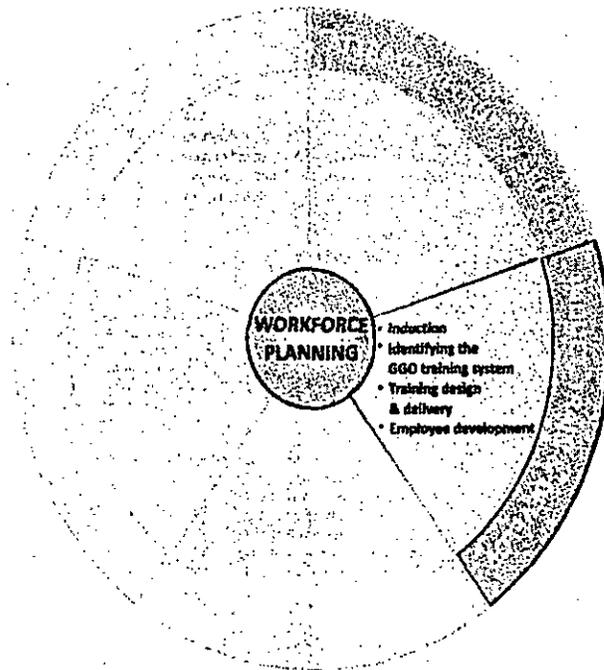


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Hiring Procedures

- Quest Diagnostics – Drug testing -24 hour turnaround
- Dept Motor Vehicle Checks (DMV) – Performed On-Line 48-72 Hour turnaround
- Fingerprint Identification – On Site Sagem Morpho - FBI National, SBI (State Bureau of Identification) checks immediately performed.
- Pre-Employment Application Form, Immigration I9 Form, Confidentiality Agreement, – Documents verified/notarized by Corporate Human Resources
- Employment Verification – Performed by Corporate Human Resources
- Candidate Evaluation Form – Performed by Corporate Human Resources
- Testing Assessments in addition to Orion and Select as noted below also include at the customer's option the Orion Customer Service Select Profile.

The above recruiting, screening, testing and employee processing is specifically designed for the Port Authority Customer Care portfolio. We use different models of the above processes to serve the various markets such as healthcare, government, industrial, sports and entertainment venues and aviation segments



INDUCT, TRAIN & DEVELOP

Gateway has developed a comprehensive customer care and customer care supervisor training program that has been designed to meet the requirements of the Port Authority of New York and New Jersey Customer Care Representative program. This training program retains the original eighteen subjects of required training for CCRs and fifteen subjects of required training for CCR supervisors. However, as part of the Gateway continuous improvement program it has been consistently enhanced to meet both the changing and site specific needs of the four individual airports.

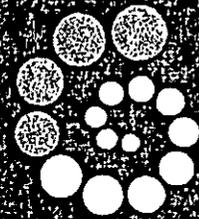
Feedback from the supervisory and management staff combined with information from the Gateway Quality Assurance/Quality Control, program has been integrated into the basic new hire training, the supervisor training, the refresher trainings and the additional value added training provided to the customer care and customer care supervisor staff.

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RETAIN & SUPPORT

Once we have Recruited the 'right' employee, we go to great lengths to retain them and provide them with all the support and backup required to perform the job well. We are constantly engaged in our relationship and it is the reason why we are the employer of choice. Our average employee tenure with Gateway is 3 years or more. Providing flexible work arrangements, promoting health and well being and setting up on employee assistance programs are just some of the things we implement. We understand the requirements of our clients and know that a Diverse workforce, especially in an airport environment helps. Our employees range from Asian American, African American and South Americans bringing with them a wealth of knowledge of different cultures and the ability to speak different languages.

The following are some of the languages our CCR's are proficient in:

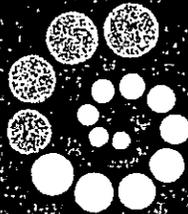
| Languages Spoken by our CCR's | | | | |
|-------------------------------|---------|----------|------------|-----------|
| Akan | Chinese | Gujarati | Mandarin | Russian |
| Arabic | Creole | Hindi | Polish | Spanish |
| Bengali | English | Ibo | Portuguese | Tagalog |
| Bulgarian | French | Italian | Punjab | Ukrainian |
| Cantonese | Greek | Japanese | Romanian | Urdu |

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MOTIVATE, MANAGE, & REWARD PERFORMANCE

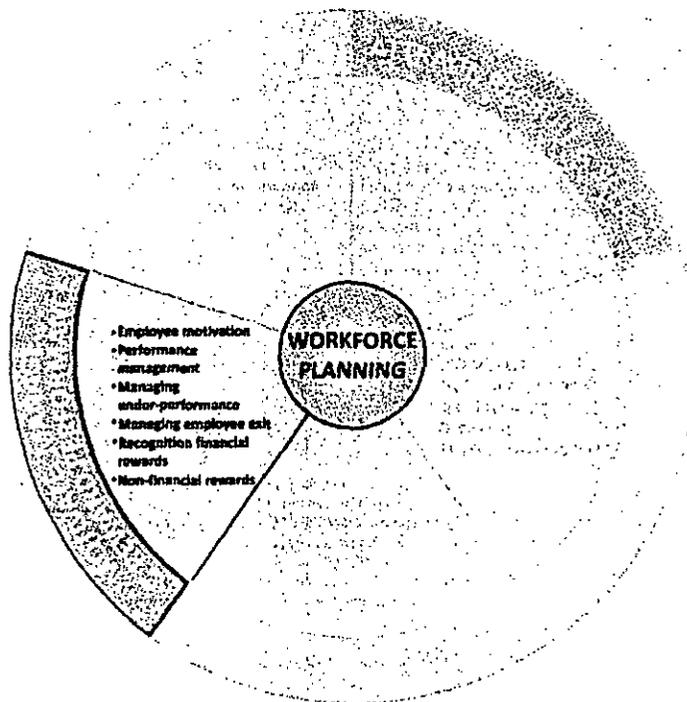
Reward and Recognition

The challenge for organizations in the current economy is how to turn adversity into a defining moment. Gateway concludes it's all about people--specifically building a great workforce. One of the key defining traits of any successful organization is in how it recognizes and rewards people. We understand the importance of consistent recognition when it comes to retaining your best employees. If employee moral suffers, productivity and quality will most surely follow suit.

- Motivate top performers and be sure to maintain morale.(i.e. Security officer of the month)
- Multiply the impact of the presentation. Managers and supervisors have the power to use

that recognition moment to give employees a feeling of belief in themselves and their potential.

- Leverage employee recognition and take it to the next level. Integrate recognition and reward strategies specifically to engage employees, enhance the employee experience and drive shared responsibility for reaching corporate goals throughout the organization.



Non-Monetary Rewards

Rewards and recognition are embedded into Gateway culture so that it happens on an everyday basis. We encourage the following tips to help promote change.

Get serious. Take rewards and recognition seriously; get involved and

be creative.

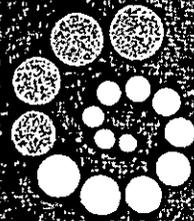
Walk the talk. Promote a climate in which recognition thrives

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Train managers. Managers realize that recognition is important. Teach them employee recognition skills; role-play, demonstrate, videotape and give them guidelines to practice.

Assemble a toolbox. Provide managers with the tools to get them started. Put together a custom employee recognition toolkit and distribute it to all managers. Putting the tools in their hands, they're more likely to use them.

Create a link. Whenever possible, link the recognition or reward to performance or some type of milestone; e.g., meeting a tight deadline, reaching a hiring goal, individual achievement.

Gateway encourages...

- thank-you cards
- acknowledging birthdays
- free lunch Wednesday
- on-site fitness center
- sticky notes with preprinted performance-based messages
- screen savers and/or mouse pads with messages reminding managers to recognize their staff
- nomination forms for your organization's formal recognition programs
- allowing casual dress on Fridays (if applicable)
- improving the physical working environment, and
- simply appreciating our employees' hard work.
- annual volunteer day – i.e. Habitat for Humanity
- service awards based on length of service
- toys for Tots
- promoting from within

Managing Under-Performance

Gone are the days of arbitrary (a.k.a. inappropriate) discipline. Gateway implements consistent and fair disciplinary policies, especially in dealing with terminations, or face an increase in unemployment costs or discrimination claims. Disciplinary guidelines are often used as a basis for handling employee misconduct, such as insubordination. Initial performance deficiencies, on the other hand, are usually addressed with coaching.

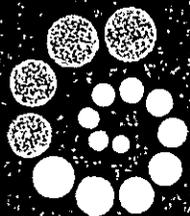
We teach our managers how to understand the difference between performance deficiencies and misconduct to help clear up confusion over the proper techniques for handling situations and achieving better results. To avoid confusing the two, we address initial deficiencies, such as poor quality or low production through performance management, as these issues reflect our business's core competencies; while addressing improper behavior with discipline, because it endangers our business's core values. Performance management, counseling statements and coaching are the preferred methods for addressing our initial problems with an employee's

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performance deficiencies. Continued performance deficiencies may call for disciplinary measures as well.

With a formal policy, our company re-emphasizes its corporate values and philosophies regarding employee behavior and conduct. Emotions and personality aside, enforcing a disciplinary policy fairly and equally minimizes problems and increases office morale. Human Resources acts as an objective third party to help defuse emotional situations, as well as advise on corrective measures that are aligned with our company's philosophy, policy and the law.

A first-time, minor offense can be handled with a verbal warning or a written counseling statement. Beyond this, Human Resources is consulted to determine the best strategy for settling the situation, which could mean a written counseling, suspension, or possibly termination. Additionally, our employment attorney can also provide a legal perspective on how to handle employee disciplinary problems.

Managing Employees' Exit

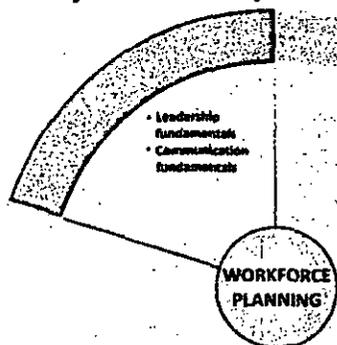
Employees leaving a company or area may have valuable information about ways in which we can improve. Conducting exit interviews can help us capture this information. Exit interviews are conducted with those leaving the company or simply leaving a particular department or area. The interview gathers information that can provide insight on which things as organizational management that may not always be accessible or gathered during employment tenure.

Gateway uses exit interviews to identify areas of concern or opportunity. This can involve anything from the organization's culture to the physical environment. These interviews have also identified trends that indicate opportunities for improvement. General comments from exiting employees have indicated that the compensation is better elsewhere prompting us to review our current compensation package. Exit interviews are best conducted face-to-face. While taking notes, the interviewer listens carefully, allowing the employees to speak freely, and refrain from defending the company.

LEAD & COMMUNICATE

Leadership Fundamentals

Gateway makes every effort to adapt and grow future leaders, those with potential must be constantly seeking out new experiences and challenges that, by their very nature, foster learning. Here are ten key challenges as identified by the Center of Creative Leadership, Gateway Group One promotes specifically for developing new leaders:

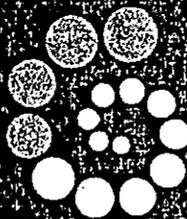


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1. **Unfamiliar responsibilities.** Encourage our future leaders to handle responsibilities that are new or very different from previous ones they have handled.
2. **New directions.** Our future leaders are encouraged to start something new or make strategic changes; e.g., participating in the start-up of a new team or working on a strategic plan for a community or professional organization.
3. **Inherited problems.** We encourage our future leaders to not shy away from fixing problems created by someone else or existing before he or she took an assignment. Taking over a troubled project or serving on a task force to solve a major organizational problem.
4. **Problems with employees.** Dealing with employees who lack adequate experience, are incompetent or are resistant to change can be an excellent learning experience for our future leaders. Coaching an employee with performance problems or resolving a conflict with a subordinate as well as working hand-in-hand with Human Resources..
5. **High stakes.** Our future leaders benefit greatly from managing work with tight deadlines, pressure from above, high visibility and responsibility for critical decisions. Managing high-profile customers or business partners or assigning a tight-deadline assignment from senior management.
6. **Scope and scale.** Our future leaders are encouraged to manage work that is broad in scope or large in size. Broadening the services or products offered by the employee's unit, serving on a team managing a large-scale project.
7. **External pressure.** Managing the interface with important groups outside the organization, such as customers, vendors, partners, unions and regulatory agencies can provide our future leaders with invaluable experience.
8. **Influence without authority.** A true future leader will be able to influence peers, higher management or other key people over whom he or she has no authority. Possibly managing projects that require coordination across the organization or representing concerns of employees to higher management.
9. **Work across cultures.** Working with people from different cultures or with institutions in other countries is not only important for our future leaders, but it is necessary.
10. **Work group diversity.** Similar to working across cultures, our future leaders should have the opportunity to be responsible for the work of people of both genders and different racial and ethnic backgrounds. This would include hiring and developing people of different genders, ethnic groups and races.

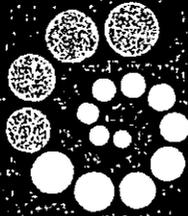
Communication Fundamentals

If Gateway is to relate well with its employees, and vice versa, there must be a good line of communication. Both sides must know where the other side is coming from and both must be

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willing to adjust, as needed and as is reasonable and good for the organization, to the others' feedback. Good communication begins before our employees are hired so there are no surprises.

Good communication involves more than just telling employees what the policies and procedures are. We let our employees know the reasons for policies and procedures. An old cliché but a true one is "honesty is the best policy." Hiding things from our employees will only lead to suspicion and mistrust.

At Gateway, all of our employees are given the same opportunity to perform well. More importantly, through effective communication our employees know what the definition of "well" is.

Over the years we have established strong working relationships in the recruitment process and continually utilize several sources to staff our Customer Care Program, these include:

- The Council for Airport Opportunity - Newark NJ
- The Council for Airport Opportunity -Queens, NY
- Recruitment at local job fairs at Colleges- & Trade Schools
- Academy of Aeronautics -Flushing, NY
- Recruitment from within the Newark School System
- Employee Referrals
- Internal Employee Transfers
- Walk-in applicants from Airport Community
- Acceptance of interns Into our main program

As the current service provider of Customer Care Representatives for the Port Authority, Gateway can ensure a smooth and seamless transition from the current contract into the new contract. Our current staff is fully trained and has been acclimated to the Gateway Culture, Our management team is in place and working hard each day to make certain the airport standards are not only met at a minimum, but are exceeded at a maximum.

Gateway enjoys a reputation throughout the airports as a fun employer, we have no shortage of qualified applicants at any given time.

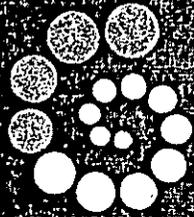
Key Elements to Our Recruiting Strategy:

Needs Assessment - Closely estimate the numbers (monthly, quarterly, annually) of anticipated hires for each Job category or division.

Job Requisition System - We systematically process applicants matched with job openings.

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Qualifications Profile - Profiles a job description that identifies CSR responsibilities and required key skill sets, abilities, knowledge and experience.

Internet Job Posting - Current opportunities are posted for active employees to apply and or request a promotion or transfer.

External Market Sourcing - We advertise and market positions for outside candidates through several sources.

Applicant Screening - Multiple steps are taken in employee screening as discussed in Section 10 - Background checks.

Interviewing and Selection - A panel approach is utilized to interview and select from a group of candidates.

Training and OJT - The process of recruitment does not stop at the training program. Applicants in the training program are evaluated on a daily basis for all desired skill sets and attributes of a successful employee.

Offers and Acceptances - Offers are only made after the candidate completes all aspects of their training and testing process.

While it is true that recruiting is no magic wand, with careful thought, analysis, and planning, Gateway has developed and implemented a strategy that works and is customized specifically for the Customer Care Program.

Staffing Levels

We anticipate the following staffing levels:

- Full Time 30+ hours - 290 Employees
- Part Time under 30 hours/wk with No Benefits - 49 Employees

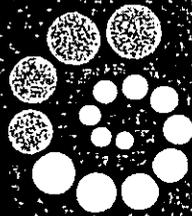
Retention Rate

In the Current CCR program we have a very high retention rate for employees who have stayed with us over the past five years. We have retained greater than 98% of our staff as they have been with us over the past 3.5 years. Historically the program as administered by us has maintained a stable and experienced work force. This as a number we are proud of as we have maintained our staff even during extensive reductions within the program, budget cuts and high stress and high demand on our employees,

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Gateway CCR's enjoy working for us, are dedicated to the airport and continue to be a pro-active force you have come to depend on In any situation.

Turnover Rate

While we work very hard in keeping turnover down to a minimum we understand that sometimes turnover can be a positive factor within a highly stressful environment. The reality is, no matter how hard you may try, employees can suffer from burn out and become stale We work hard at keeping all of our employees positive and happy, but sometimes their performance requires separation from employment with us We believe an annual turnover rate of 6% -8% of separated employee at our request is acceptable. Mew employees can bring fresh Ideas and new energy into our organization.

Qualifications or Management Team

Our Management team is currently In place and is dedicated In the management of this program. All are seasoned Gateway Security Customer Care Program professionals and each brings a wealth of experience and energy that from a real synergy between the whole team. They are all currently employed by Gateway In this program and are administering, motivating and developing our staff for the current CCR program. Additionally, our management team is cross-trained to manage multiple airport facilities. This team will make tor a seamless transition into the new contract. Together, with multiple facility awareness, they will deliver a consistent and dependable level of service. Collectively as a 4-member management team, they will continue to exceed each airports individual demands with efficient and stellar performance.

D. WAGE, HEALTH & SUPPLEMENTAL BENEFIT PLAN

As the incumbent provider, Gateway Security, Inc. will honor the seniority of the dedicated men and women that proudly serve the Port Authority as Customer Care Representatives and Customer Care Supervisors. Wages and supplemental benefits will be equal to, or better than, those currently provided.

Gateway has engaged the services of an employee benefit consulting firm to assist in identifying a cost-effective medical insurance program that meets the Port Authority's requirement to provide family medical benefits at no cost to employees. We recognize this as one of the more challenging components of the Phase 2 response since there is so much remaining uncertainty regarding the phased approach to implementing the sweeping healthcare legislation passed by Congress earlier this year.

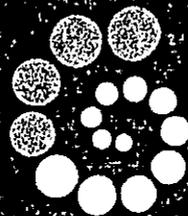
Gateway Top Management:

Founder and Chairman Mr. Lou Dell'Ermo built the company with the core belief and ethics of outstanding service and is now being carried forward by the Chief Executive Officer Kurus J.

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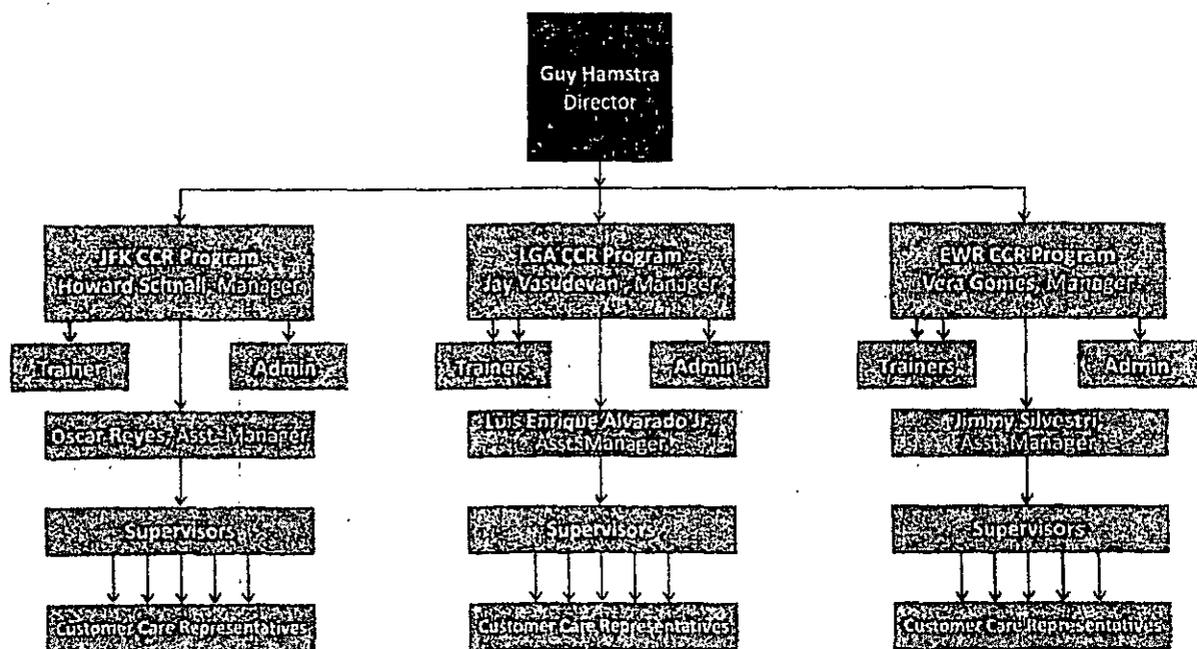
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Let's take a look at your management team!

CCR PROGRAM ORGANIZATION CHART



* Guy Hamstra - Director - Customer Care Representatives Program

Guy is currently serving as your Contract Representative for the Customer Care Program and has been doing so since May of 2009. Although Guy has been associated with Gateway for over ten (10) years, he began working for us full time in 2005 when he assumed the position as security program manager for New Jersey Transit. In his role at Transit, Guy successfully introduced Customer Care principles to the security force, established a twenty four hour dispatch center, cut overtime and minimized turnover.

Key accomplishments with the CCR Program

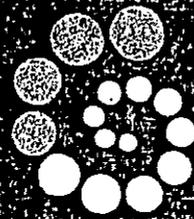
- Under Guy's leadership, the CCR program has had thirty-two (32) CCRs receive Port Authority Customer Care quarterly Reward and Recognition awards, had six (6) employees receive Employee of the Year Reward and Recognition Awards and the

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Gateway CCR Program at LGA was honored with the distinction of receiving its third Customer Care Contractor of the Year Award.

- In November of 2009, partnered with Westfield Concessions at Terminal C in Newark Liberty in a pilot program aimed at boosting retail revenue in the Terminal.
- Arranged for program wide customer care update and refresher training for all CCRs and CCR supervisors.
- Sought out and provided offsite training for the entire management team in the subject area of "Innovative Management Solutions".
- Coordinated with our partners in the Port Authority at LGA to create a private break area for the female CCRs.

Initiatives & Accomplishments

- Improved communication between the three CCR programs through weekly management staff conference calls. During these conferences, managers provide briefings on the performance of their individual programs. Benchmarks are discussed and best practices are shared amongst the senior management.
- Implemented Daily Unusual Incident reporting. Each manager is responsible for providing the program director a daily report describing all unusual incidents that have occurred in the past 24 hours. This process permits the director to maintain operational awareness of the entire program at all times.
- Initiated cross program operational quality control inspections. Bi-monthly, CCR management representatives are directed to covertly inspect an airport, other than theirs, and submit their observations. Their reports are reviewed by the director and then forwarded to the local CCR management team for follow up on corrective action.
- The LGA CCR program was awarded the 2009 Port Authority Customer Care Contractor of the Year Award.
- Since assuming direction of the CCR program in 2009 we have had six (6) Gateway CCRs awarded with Port Authority Customer Care Employee of the Year awards and thirty-two (32) CCRs awarded Quarterly PA Customer Care awards.
- In the midst of the program hours being cut since 2008 and hence reductions in staffing levels, we have actually experienced an increase in positive performance letters and emails from passengers going from 268 in 2008 to 472 year to date in 2010.

Vera Gomes - Manager - Newark Liberty International CCR Program

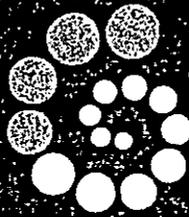
Vera Gomes is currently the Manager of the Customer Care Program at Newark Liberty International Airport. Vera has been with Gateway since November 1985 when she was hired to

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be the Administrative Assistant to the President of the company, Louis R. Dell'Ermo and held this position for seventeen years.

Key accomplishments with the CCR Program

- Start up of CCR Program at Stewart International Airport beginning in November 2007
- CCR assigned to conduct Airport Tour for Newark Public Schools and other school systems in the surrounding area.
- Icelandic Ash detail (Assisted the Red Cross and the British Consulate)
- Westfield concessions: In November, 2009, a trial run for a potential new contract during certain times of the year, to assist in informing travelers of the different stores located in Terminal C.
- Participate at all Career Days scheduled by the Port Authority.
- Train contractors on the operation and usage of the wheelchair lift designed to carry wheelchairs when elevator usage is not available.
- Train all CCR's on the evacuation of platforms via airside during emergency situations.
- Inspect all Airtrain cars for any repairs, cleanliness issues, etc. and report back to Port Authority.
- Assist with V.I.P. movements: (New York Marathon, PGA Golf Tournaments, any/all conventions requesting assistance from Port Authority)
- Parking Survey: Handed out over 2,000 parking surveys to passengers utilizing outside vendors at all frontages.
- Ground Transportation survey system (CRM) installed in all computers to obtain passenger frequent flyer information to build a data base.
- Photo shoots with CCR's for various Port Authority publications, (flight guides, airport posters, website, etc.)

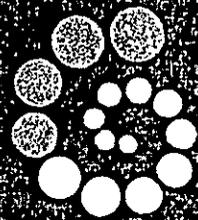
* Howard Schnall - Manager - John F. Kennedy Int'l CCR Program

Howard is part of the management team responsible for managing the CSR program at JFK International Airport. Howard began his career with Gateway in 2006. Due to his strong background in customer service he is able to utilize these skills to dramatically improve the quality of service provided to the passengers by his staff.

- ✓ Built and gained the trust, confidence and respect from the Port Authority at JFK.
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- ✓ Reduction of overtime hours by 58% (2008 vs 2009) by cross training CCR's in all functions.
- ✓ A 9% increase of reservations booked at the Ground Transportation Counters – a direct result of a more proactive approach by our CCRS. Directing the passengers to utilize the counter rather than the phone became more effective in reporting hustling activity and rotating our CCRS on a more constant basis.
- ✓ Proactive reassigning of CCR's from one terminal to another based on flight activity.
- ✓ Creation and daily electronic submission of AirTrain, Terminal and Self Service Kiosk Equipment reports. This extremely informative information has assisted in making necessary repairs and changes of signage in a timely fashion.
- ✓ The creation of adhoc policies and procedures has enhanced the overall operation during significant conditions .i.e. AirTrain outages, severe weather conditions.
- ✓ Despite an elimination of 56 Leads (assistant supervisors) hours, level of service and efficiency had been consistent.
- ✓ Winner of Employee of the Year for the Port Authority Customer Care Reward and Recognition Award Program for consistency in Service in 2008, 2009.
- ✓ Mystery Shops scores have rose by 35% since 2008.
- ✓ Unsurpassed level of service and commitment during stressful, unexpected conditions such as the volcanic ash disruption. CCR's supported, assisted and consoled distressed passengers with information, telephone calls to family members, provided food service, setup of colts and blankets and give the passengers the opportunity to shower.
- ✓ Due to budget cuts resulting in a significant reduction of hours, we continue to provide excellent Customer Care Service and have added additional duties and responsibilities to our staff, such as paging services at terminal 4, and the completion of Customer satisfaction surveys.
- ✓ An average of 40 complimentary letters received per month for outstanding service.
- ✓ Show of solidarity and joint effort during special detail assignments such as project Bridge of Hope, PA Career Day and operation Christmas Child. Our CCR's provide assistance and information to all the attendees to these events.
- ✓ Since 2007 CCR's serve inside the Federal Inspection Services (FIS Areas), meeting and greeting all arriving passengers, provide directional and ground transportation information, and when needed assist Custom Border Patrol Officers (CBP) with translations for passengers that speak a foreign language.

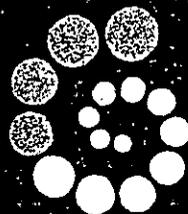
*** Jay Vasudevan - Manager - LaGuardia Airport CCR Program**

Jay is a member of our management team responsible for managing the CCR program at LaGuardia. Jay started with Gateway in 2002 as a Supervisor at LaGuardia Airport in the CCR program. We quickly recognized Jay's abilities to manage and supervise and he was soon trained as a back fill assistant manager within the CCR program. Jay maintained a pro-active posture and worked closely with the LaGuardia staff on the floor maintaining all aspects of compliance

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towards established airport standards. During his time as a supervisor, Jay worked closely with the Port Authority staff and they quickly learned they could rely on Jay to get the job done.

- ✓ Since 2007 to date to deploy CCRs post security to assist/meet/ greet passengers. Initially at all terminals, currently at two locations in the CTB.
- ✓ Since 2006, daily pay-phone check list in the CTB.
- ✓ CCRs ensure safety zone during emergencies/construction/maintenance/ placing emergency lighting including overnight.
- ✓ Ensure supplies and stocking of directories in the CTB.
- ✓ Assisting airlines with organizing passenger lines during peak hours and delays including prioritizing passengers by flight departure sequence.
- ✓ Report unsafe conditions including non-working doors/elevators / escalators.
- ✓ Report hustling activity.
- ✓ Assist with meet/ greet/ provide necessary support for P.A. functions/special events.
- ✓ Order/pick up supply and stocking of MTA brochures at Ground Transportation Center .
- ✓ Labeling non-working phones at GTC.
- ✓ Responsible for seating and table arrangements in room 3870 for P.A. functions.
- ✓ Responsible for monthly inventory of Cots, blankets pillows, baby formula and pillow cases.
- ✓ Responsible for arranging cots including the distribution of pillows, blankets etc. for stranded passengers in the CTB connectors when requested by the P.A.
- ✓ Provide stranded passengers with comprehensive list of hotels in the Queens area.
- ✓ Call wheelchair providers for assistance to needy passengers
- ✓ Airport customer Care trainer offers the option to train airport employees at the location of the employer including off airport..
- ✓ CRMs are now part of GTIS presentation requirement for CCRs.
- ✓ As directed by terminal duty supervisor, assist with long passenger lines at taxi stands.
- ✓ Ride Safe brochures are now required to be displayed by CCRs when meeting and greeting arriving passengers.
- ✓ Reconcile GTIS reservations daily.

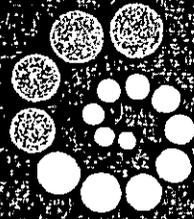
Administrative Support - Each airport will be assigned a full time administrative person to assist our managers with the day-to-day administrative tasks. This will allow the manager to work more closely with the CCR's and Supervisors in the field. Leadership comes from the top down and with our CCR's dally interaction with senior management our CCR's will be sure to perform at their highest levels

Annual Compensation:

- JFK/EWR/LGA Contract Representative - \$85,751
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- JFK Program Manager - \$69,673
- EWR Program Manager - \$69,673
- LGA Program Manager - \$53,595
- Full Time Administrative Support Staff JFK/EWR/- \$36,400
- Quality Assurance and Motivational Programs - \$20,000

Our schedule for time off allows for the following vacation and personal sick days. All time off is classified as time off and does not have to be allocated in any particular category.

1 - 4 Years of Service -15 Days

5-1 Years of Service - 20 Days

10 or More Years of Service - 25 Days

All management Team Members will receive paid holidays off as apportioned to the CCR's within this contract.

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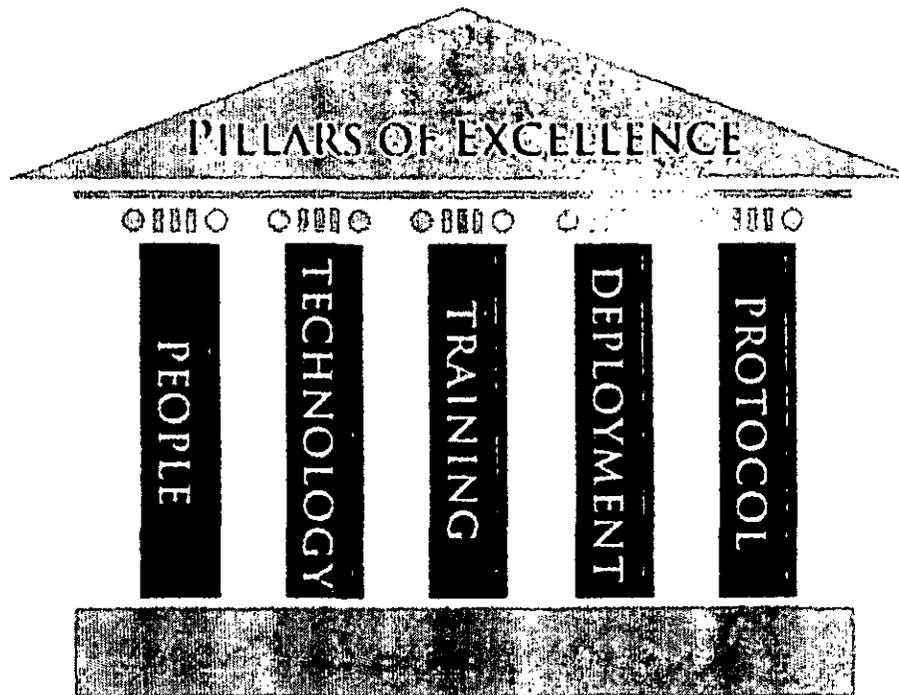


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OPERATIONAL EXCELLENCE:

Legacy knowledge is the ultimate competitive advantage only if understood from an action-oriented perspective. All the information technologies and data cannot assure competitive advantage in the long-term, nor do decisions that are made – if made at all – drawing upon insights hidden in information and data. Only translating information and decisions into actionable value propositions can assure competitive advantage. Hence, in this perspective, our legacy knowledge about this Customer Care service lies in action; in effective utilization of data and information resources for actionable decisions and most importantly, in execution. Our training syllabus represents this knowledge in action. It is not a chapter from a larger commonplace training manual but rather our experienced and conquered challenges in words. It's a playbook for how the CCR program works successfully. We have taken this knowledge from the millions of interactions in the terminals in the GTIS counters and on the Airtrain and created a body of work that is a irreplaceable template for success.

Gateway has developed a highly effective service delivery model that provides friendly, efficient, and seamless service to our customers. The model we have developed emphasizes teamwork, logistics, communication, training, and leveraging the power of technology to support a fast-paced and often high-volume yet sensitive customer demand during peak periods.



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1. PEOPLE – OUR MOST VALUED ASSET

At Gateway we believe that our employees are our customers too and therefore we take great care to recruit, retain, train, recognize and reward our Customer Care Representatives in accordance with the outstanding performance we expect from them each day and every day. We have been named Newark's Award-Winning Employer in 2007.

It is our people who make operational excellence on a daily basis possible by the synergy and perfect harmony shared between corporate management, CCR Management and the three teams at the respective airports. Our outstanding reputation as world class Customer Care providers in the airport environment is due in no small part to the herculean efforts by our Gateway teams in the individual airports. Although their performance appears independent and tailored to the needs of the local Port Authority Airport General Manager, it's the collective strength and knowledge of the entire Gateway CCR management team that fosters our success.

The teams of all three airports work closely and under the direct supervision of the Program Director, Guy Hamstra. Under his leadership, creating an atmosphere across the CCR program that fosters communication and the sharing of best practices has been prioritized. In an effort to promote transparency within Gateway and with the Port Authority and constantly improve performance, formal and informal methods of information sharing amongst the airport management teams have been instituted.

Every morning, each program manager executes a report detailing all irregular or unusual incidents from the past twenty-four hours and forwards it directly to the CCR Program Director. After reviewing these reports and initiating any immediate actions, they are combined and sent to every CCR manager and Gateway Taxi Dispatch manager. This cross pollination of information has fostered standardization and improved communication and program cohesiveness.

To further galvanize our CCR teams, a weekly conference call with all three CCR managers is conducted to discuss a series of performance objectives and other outstanding issues in an open air forum. Amongst other benefits, these calls foster healthy competition amongst the management teams and allows for problem solving utilizing the collective knowledge of the entire group. This is also a valuable tool for the program director who utilizes these meetings to ensure managerial accountability and follow up.

In addition to these formal exchanges, the CCR teams meet socially at least quarterly for an informal team lunch or dinner.

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2. TECHNOLOGY - ENHANCES OUR SERVICE DELIVERY TO CUSTOMERS AND PROVIDES TRANSPARENT ACCOUNTABILITY TO OUR CLIENTS

Maintaining the quality and consistency of services provided to all customers is an enormous challenge at airports and other large dynamic facilities. Gateway perpetually engages innovative and creative solutions to minimize delays and aggravation for people. One such fine example is the customizable software for its Mobility Assistance Resource System (M.A.R.S.) which is a web-based system designed for use at airports and other large transportation facilities that improves the efficiency of mobility assistance dispatchers. This innovative system provides airport and airline management with tracking, security and reporting features right at their desktop -- features that outpace existing systems

3. TRAINING

Two cornerstones of delivering outstanding service on a consistent basis is recruiting the right people and providing them with the tools they will need to facilitate their success through effective training. Gateway's leading edge Embracing Customer Care syllabus which forms the basis for customer service training across all of our customer service job functions assures consistency of approach and adherence to Gateway's customer service standards. Our Embracing Customer Care syllabus combines principles of creating quality customer experiences that have been tested and refined over the years given the ground realities of the airport environment. Our training teaches all of our customer care staff the full spectrum of outstanding service -- from delighting the customer to effective crowd control and how to calmly deal with angry customers. The outcome of this training program is that all Gateway customer service staff will be unified in their mission and support each other to accomplish all program goals within this service delivery model.

4. DEPLOYMENT - KEY TO GATEWAY'S PROVEN SERVICE DELIVERY MODEL

a. Airport Staging Plan

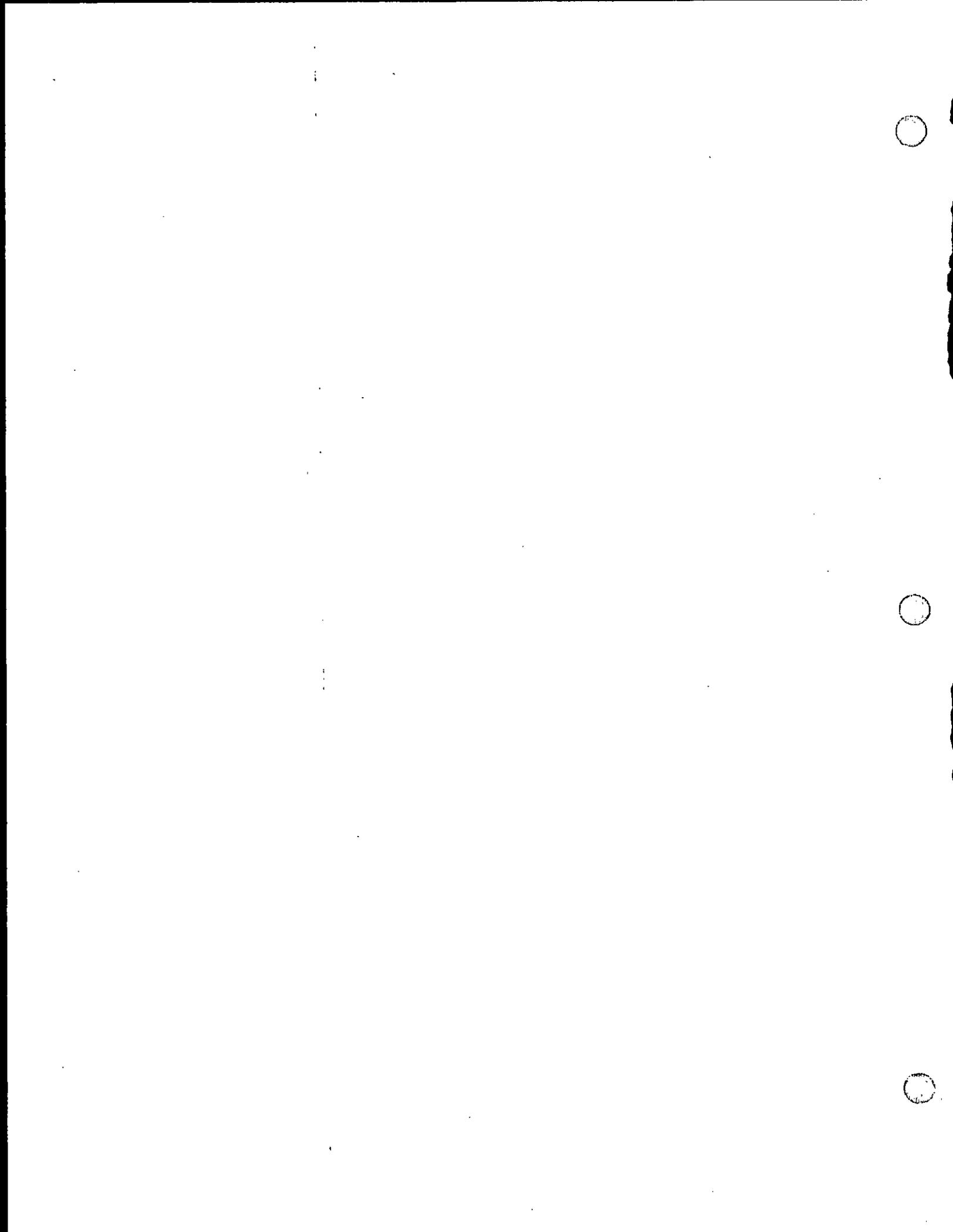
Gateway CCR Management Team utilizes a staging plan for its Customer Care agents by virtually mapping airport terminals into an optimal number of zones. These zones are identified in order to facilitate the assignment of Customer Care agents during peak flight hours and to assure the most efficient utilization and allocation of staff.

b. Organizational Hierarchy - Complementing the Staging Plan

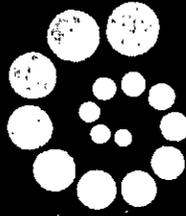
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To maximize the average number of passenger touches per CCR per hour in the busy, dispersed and fast-paced airport environment requires logistical and organizational expertise which Gateway has developed and refined through its many years of field experience. CCR personnel are organized in a hierarchical structure as follows:

- a. Supervisors who are responsible for operations at the concourse or terminal level
- b. Customer Care Agents are responsible to serve individual passengers originating in the zone to which they are assigned. Each of these key individuals are responsible for the seamless and efficient delivery of services which originate within their zone.

| Average number of passenger touches per CCR per hour | |
|--|-----------------------------|
| EWR | 48 Touches per hour average |
| JFK | 45 Touches per hour average |
| LGA | 30 Touches per hour average |
| These numbers include passenger contacts that extend beyond a simple response to a question. | |
| Examples: Assisting persons with disabilities, escorting elderly passengers, assisting large families. | |

c. Staffing Model – Optimizing Human Resource Allocation

Gateway's staffing model is based on experience, historical data, and the test of time. A determination of an optimal staffing model for peak and non-peak periods as well as the number of CCR's needed to support the forecasted passenger demand during these periods is initially made utilizing an analysis of the terminal layout, flight schedules, peak versus non-peak periods, passenger flow, and a review of historical data by airline. This information is refined on a regular basis.

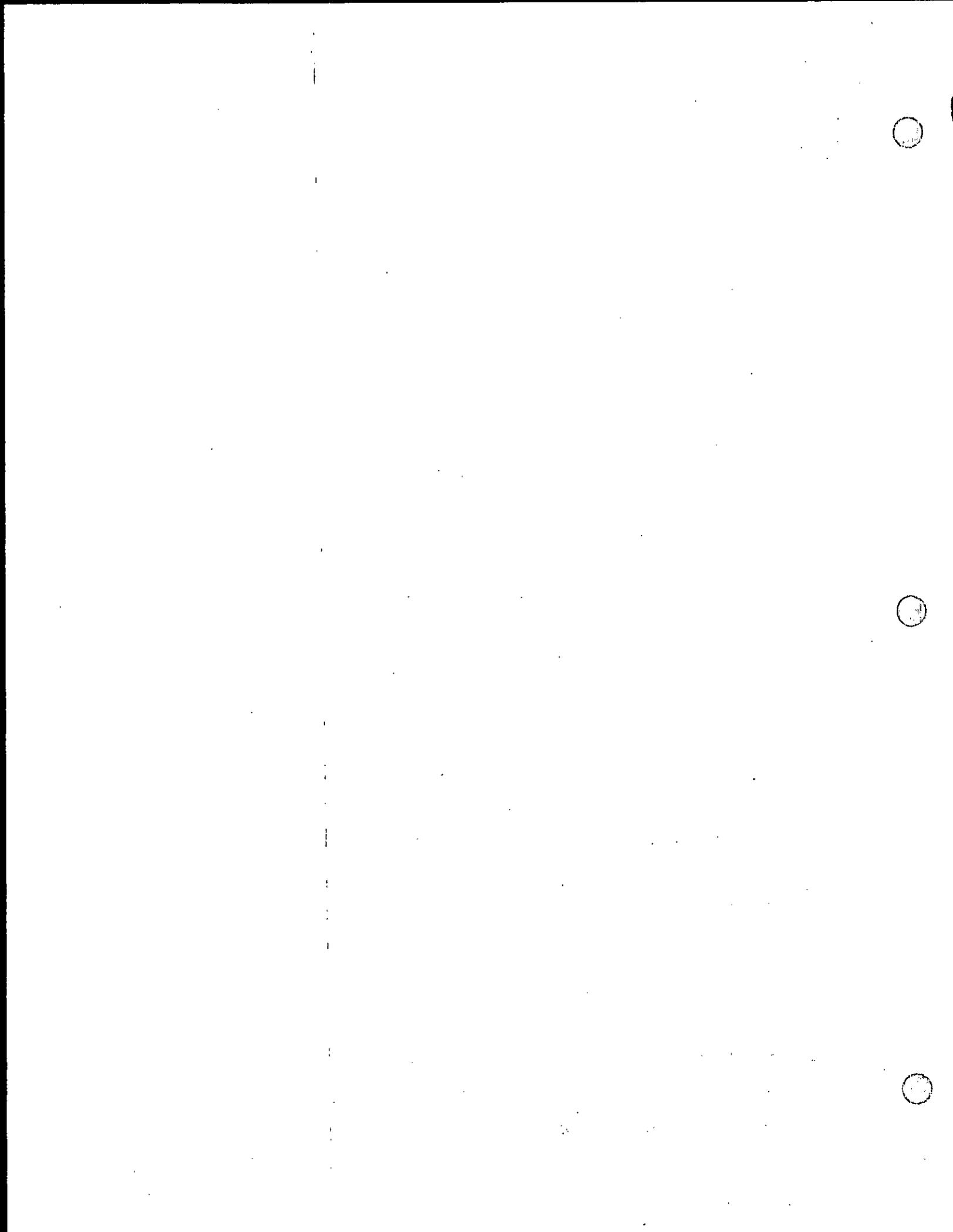
d. Operations Service Protocols – Assuring Consistent Quality Service Each and Every Time

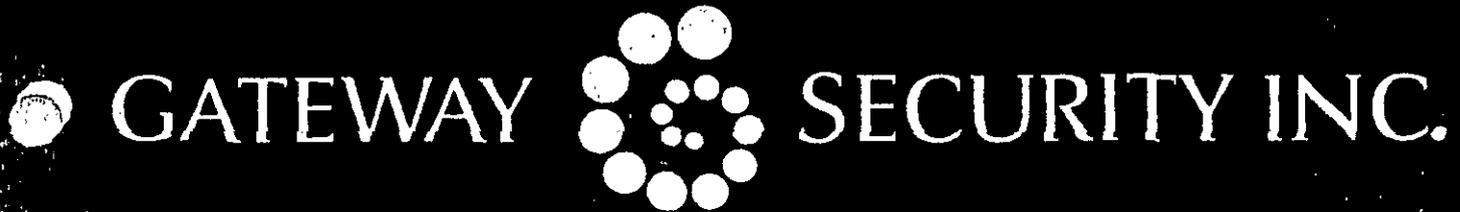
Quality Service Day:

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Quality Service Day (QSD) is a term we coined to measure our own success for a regular day in which we have met our own set highest standards. The following standards are what we expect our team members to achieve on a daily basis. The day we have scored a perfect 100, we call a Quality Service Day.

Success Measurement Bar:

- CCR attendance and timeliness
- Conformance with uniform and appearance standards
- Appropriate greetings conveyed to passengers
- Knowledgeable of airport and associated services when questioned by a passenger or quizzed by supervisory personnel.
- Maintaining a clean work environment.
- Prompt submission of detailed legible reports
- CCRs consistent proactive approach to Passengers utilizing 50-10-5 Rule
- Attention to duties, not eating, talking on cell phone, fraternizing with other employees
- Providing reliefs to fellow CCRs promptly
- Signs in and out legibly
- Comprehensive inspection of permittee vehicles
- Prompt reporting of Hustling activity.
- Proficient making shuttle reservations through the GTIS system

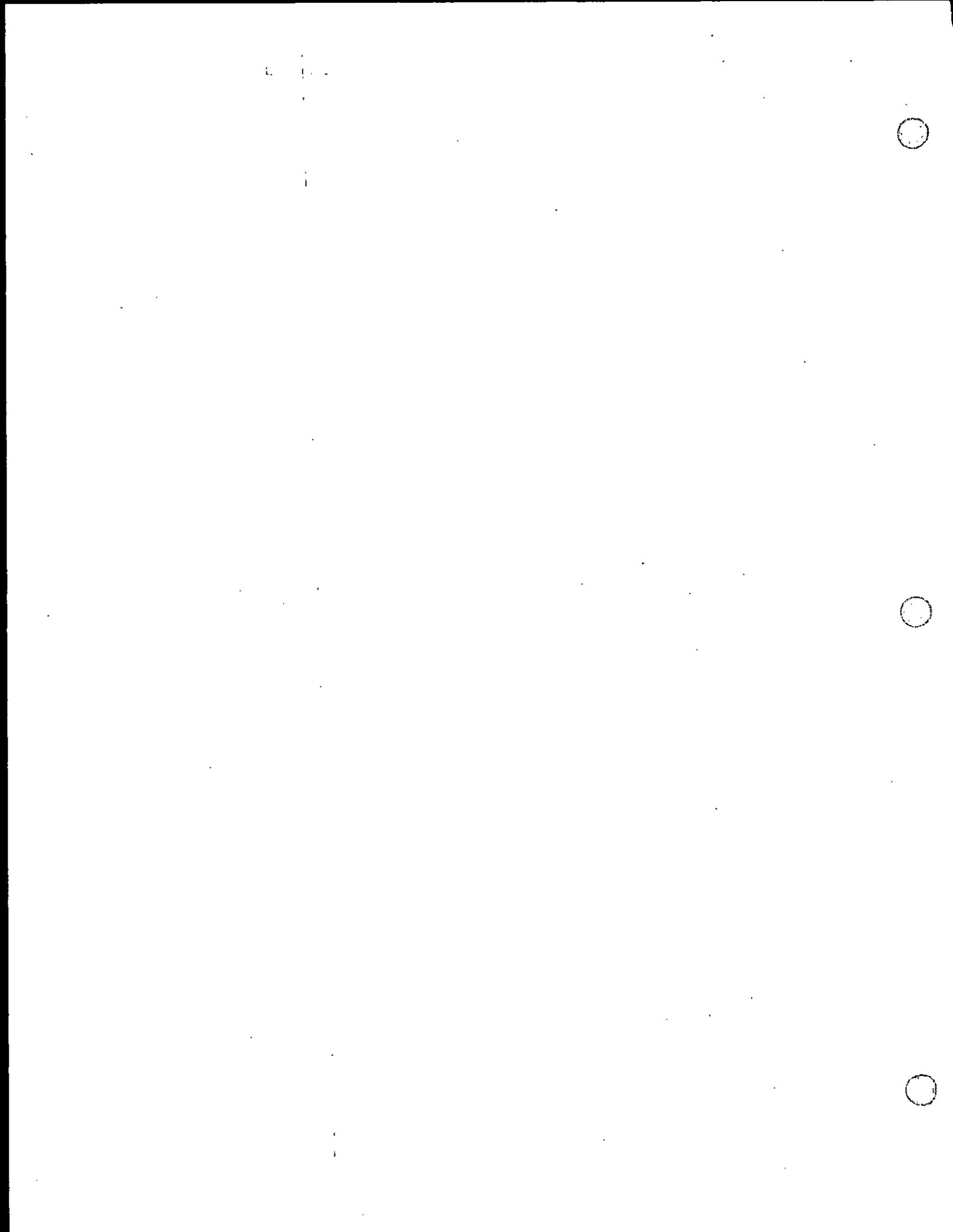
5. HUMAN INTERACTION PROTOCOLS

Customer Service Representatives are partnered with supervisors to learn hands on functions of their new position and to understand that human interaction is paramount and there are protocols. Some of the protocols followed are:

- Putting the Customer First
- Knowing Your Customers
- Engaging the Customer
- Providing Superior Service
- Dealing with Dissatisfied Customers
- Customer Diversity
- Security Awareness

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It is through such interaction that CCR's understand what to expect and how to respond. Below, Assistant Manager Luis Enrique Alvarado of LGA, describes both a "regular" day and an "irregular" day:

Regular Day:

As an Assistant Project Manager I know I must consistently be a positive leader. My duties on a regular day is to insure that my LGA team is

- Consistent in their level of service
- Monitor all radio trans actions
- Monitor and attend all roll calls
- Make my rounds at least twice a day to all locations
- Assist my Supervisory team
- Maintain a team environment
- Personally reach out to all my staff
- Monitor reservation count
- Monitor CRM percentage
- Insure all inventory is accurate and place orders
- Train or retrain as needed
- Attend our ACC trainer's classes periodically to insure consistency
- Coach/council / reprimand if needed
- Encourage our staff to consistently go above and beyond
- Respond to all unusual incidents
- Read all logs, post inspections, day off requests forms, swaps
- Come up with new ways to increase our level of service
- Attend meetings
- Schedule, billing, Valiant payroll
- Pick up MTA delivery
- Follow up with the Port Authority on any pending activities or reports

Irregular Day:

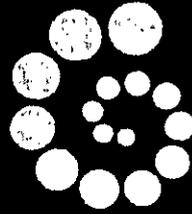
However, irregular days occur due various reasons such as Bomb evacuation (restoring order), Winter storms and bad weather conditions(perfect attendants), Black outs (lost of power), Miracle on the Hudson or Catastrophes, Construction and Terminal floods. It is on these volatile days that the strength and commitment of the Gateway team shines. Below are some of the experiences of our team on irregular days and how they dealt with the situation:

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May 2006: An irregular day:

In the AM:

It was a hot summer day and the CTB (Central Terminal Building) lost all power. Flight delays were two and three hours. All flight carriers had to manually book all passengers. Lines were intertwining. TSA CTX machines were down. Passenger luggage was piling up. The media was on location. This is where we come in.

- First we transported all CCR's from the remotes to the CTB.
- We separated into two teams.
- One supervisor with his team of CCR's would take control of the EW departures
- The other Supervisor and his team of CCR's would take control of the WW departures
- We organized all the lines by departure times
- Assisted TSA and skycaps with the luggage
- We gave out water provided by the Port Authority
- All passengers in need of a wheel chair were escorted to the food courts and were provided with a chair till it was time to depart.
- Additional CCR's were called in

In the PM

- We paired up the CCR's into teams of two and insured that they stayed together in the dark at all times
- We put out lanterns provided by the Port Authority
- We continued to give out water and relieved the CCR's
- We allowed the CCR's to sit in the company vehicles in air conditioning to cool off
- I remember when an American Airlines passenger approached me and informed me that she had a heart condition and needed to take her medication but her medication was in her luggage that she checked in. Her luggage was already on its way to the belly of the plane. I called operations and PA 76 Eric responded. Eric and I went down on to the runway into the belly of the plane found the bag and got the medication. Passenger was extremely relieved.
- As I was making my rounds at terminal C, a US Airline employee brought a passenger that was mute, deaf and blind accompanied by a working dog to the ground transportation counter. How do you communicate with someone who is deaf, mute and blind? The passenger grabbed my hand and began to spell out letters with his index finger on the palm of my hand. I then told Haniff what he was spelling out on my hand and she wrote it out on a piece of paper. I would then write on his hand, what we wanted to say to him. After 30 minutes we found him transportation to Long Island.

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An irregular day for Vera Gomes, Manager, EWR:

On one specific occasion while doing a random night inspection of the airport, she came across a young woman who had arrived at the wrong airport. Earlier in the day she was robbed in her hostel in New York City and after waiting hours at a NY City Police Station to file a report proceeded onto Newark Airport to catch her flight back to Finland. When she arrived, she was informed she was at the wrong airport. She was scheduled to fly out of JFK instead. The flight was scheduled to leave at 9:04pm and the time was approximately 8:00pm. The passenger was in such despair; she had no money and had no way of paying the difference for a seat on a scheduled flight to depart from Newark to her home destination. After hearing her situation, I informed the passenger that I would pay the difference and she would be able to board her flight. We both ran to Terminal B Departures, paid the difference and the young woman boarded her flight. (Please see e-mail sent by the passenger when she reached home as part of our testimonials).

There are many examples of outstanding and exemplary services provided by our CCR team. The emails and letters received by the port Authority and us are proof of it. Some of them are attached for your reference.

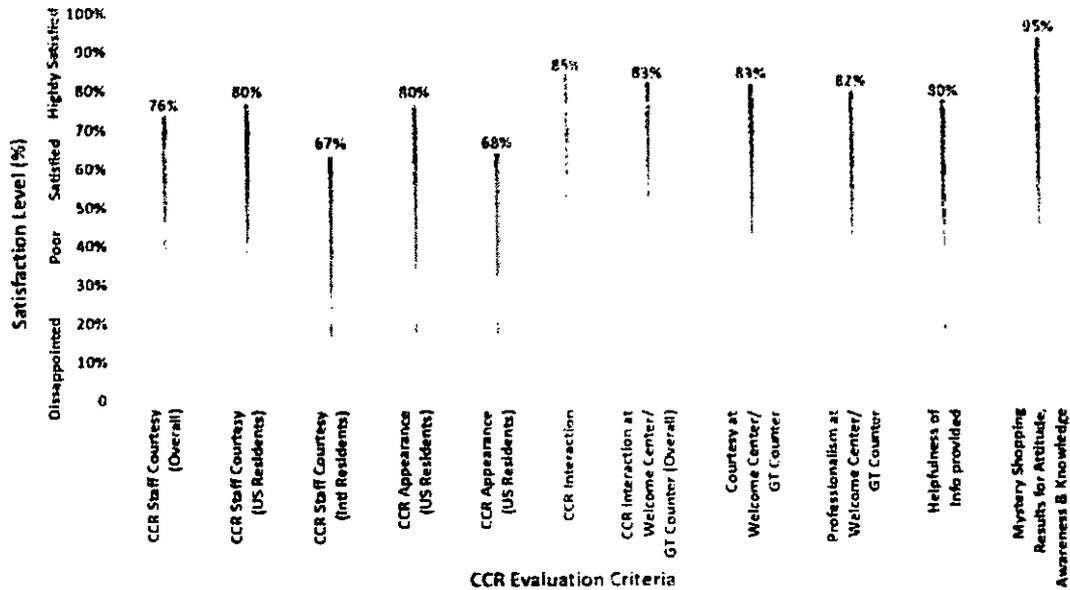
OPERATION EXCELLENCE YIELDS RESULTS:

The following chart, based on Port Authority's 2010 Spring Terminal-by-Terminal Customer Satisfaction Study showed the following results:



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SATISFACTION RATING WITH CUSTOMER CARE REPRESENTATIVES & PROGRAM (*Based on a 2010 Port Authority Spring Terminal-by-Terminal Satisfaction Study)



Our determined efforts to give the best is evident as on the whole Gateway has the following:

- Low employee turnover rate
- Low Workers Compensation claims
- 99% of staff are valiant trained
- 60% of employees have been with Gateway for 3 years or more
- Consistent 90% or better scoring on Mystery Shopping assessments.





8F. 2. CUSTOMER SERVICE & RELATED PROGRAMS

A. Implementing and Enforcing Customer Services Standards

The Airport Customer Service Standards are the foundation of our training programs and secret shopper criteria.

Reinforcing the Service Standards that enable Gateway and the Port Authority to provide world-class service to our customers concludes every training module and employee interaction.

Our Customer Care Representatives, Supervisors and Management Staffs primary responsibility will be to implement and enforce these standards:

- Greet all customers in a friendly and professional manner.
- Display a positive attitude toward passengers and fellow employees at all times.
- Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customers problem, Be capable of communicating clearly In English when In contact with customers.
- Refrain from using foul or inappropriate language at anytime.
- Use proper and courteous vocabulary and tone of voice with customers. For example, use words such as "please", "yes", "hello" and "thank you"
- Address customers proactively - be friendly and approachable - anticipate customer's needs. Customers and passengers shall not have to initiate contact.

The 5ft/10ft/50ft Rule:

At 50 feet you should be able to recognize a customer who needs help by their non-verbal actions.

- Passengers who Look Lost, or Show Anxiety, Nervousness; Pacing, Jumpy, Sweating, Rocking, Talking to Self, Repeatedly Checking Displays.
- Find the Passengers who look like they need help.

At 10 feet away, employees shall make positive eye contact.

- When you find the passenger who really needs help; Really Help Them!

At 5 Feet Engage Verbally, smile and greet the customer

- Proactively engage with eye to eye contact
- Find creative ways to provide that help.

- Treat the passengers the way you would want your love ones treated when they are in need of help.
- Focus on customers and not gather in a group to chat while on duty.
- Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- Assure that the customers' needs are met by providing or calling the appropriate services,
- Not nap or sleep while on duty or in a public area.
- Not use personal radios or tape/disc players or cellular phones. The only music audible to customer shall be provided by the unit audio system.
- Be well groomed, clean and present a professional appearance.
- Wear only appropriate accessories, as determined by Gateway Security, while on duty
- Wear nametags and official identification at all times.
- Wear clean, neat and pressed Uniforms while on duty.
- When speaking to customers, unless medically required, remove sunglasses to facilitate eye contact.
- Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- Convey accurate information using clear and understandable terms.
- When encountering a dissatisfied customer, employees obtain the facts: 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.
- Know where and how to obtain assistance to resolve customers' questions or problems if language barriers arise.
- Know where and how to obtain assistance in order to respond to medical and operational emergencies.

Our implementation and enforcement of Customer Service Standards are carried out through a system of components. Each compliments and strengthens our program as a whole, building upon the previous and bringing forward accountability, motivation and reward. The ultimate product of our system is outstanding customer service.

After a Customer Care Representative completes an extensive training program including both classroom and in-service training, they must then pass a test on all service standards. This testing gives the employee an in depth understanding of our service initiatives such as demeanor attitude, courtesy and helpfulness to name just a few. Once educated to our standards we hold employees accountable for any variations from our



service standards. We keep the standards fresh in every employee's mind on a daily basis. The result: a greatly motivated work force as positive performance is rewarded through our recognition program and employees see negative performance held accountable. To date this program has proven to be an *invaluable management tool and is just the first component of our Quality Assurance Program as a whole.*

Once a daily ratio of compliance is derived we place those numbers against our corporate sponsored secret shopper initiatives. Our own secret shoppers are people not known to our workforce who evaluate our CCR's on their compliance to our standards as well as those outlined in the Port Authority Sponsored program. During our tenure, we have utilized our own secret shopper program, establishing a compliance ratio program as outlined in the following section.

B. Performance Measurement to Airport Standards

Gateway has established a strategic alliance with Customer Service Experts (CSE), a mystery shopping company who is also certified with the Port Authority as a W/BE. As a company CSE has been conducting Mystery Shopping Services for 17 years and they are currently conducting shops at LaGuardia Airport, Westfield in Terminal C for Newark Liberty, American Airlines Terminal at John F. Kennedy International Airport.

In Addition to the Port Authority operated airports, CSE has done extensive work with many other airports across the country by shopping their services based on their established standards. We have determined a shopping schedule with CSE and they will shop each facility on a quarterly basis. While each facility will be shopped quarterly the results will be compiled and distributed monthly for each facility.

Employees are shopped for:

- Personal Grooming
- Attitude
- Compliance with the 5ft /10ft/50ft Rule
- Smile and demeanor
- Friendly greeting
- Pro-Active Posture
- Competency in knowledge
- Ability to communicate a clear message
- Interaction with other CCR's
- Full Presentation at the counter
- Monitor any steering
- Uniform Appearance





| Mystery Shopping Criteria for CCR Interaction | | | |
|--|--|-----|-----|
| 1 | Did the CCR smile? | 1/1 | Yes |
| 2 | Did the CCR offer a verbal greeting? | 1/1 | Yes |
| 3 | Did the CCR offer a verbal closing? | 1/1 | Yes |
| 3A | If the CCR offered a verbal closing, did it include a thank you? | 1/1 | Yes |
| 4 | Did the CCR have a neat and clean uniform? | 1/1 | Yes |
| 5 | If not with a customer, did the CCR make eye contact at 10 ft? | 1/1 | Yes |
| 6 | If not with a customer, did the CCR verbally greet you at 5 ft? | 1/1 | Yes |
| 7 | Was the CCR fraternizing with other airport employees? | 1/1 | Yes |
| 8 | Did the CCR offer correct information? | 1/1 | Yes |
| 9 | Did the CCR pro-actively engage you? | 1/1 | Yes |
| 9A | If the CCR was pro-active, did they approach or address you first? | 1/1 | Yes |
| 10 | Did the CCR project a positive attitude? | 1/1 | Yes |
| 10A | If the CCR projected a positive attitude, did they seem to truly enjoy their job? | 1/1 | Yes |
| 11 | Did the CCR completely engage you in the conversation and not seem distracted? | 1/1 | Yes |
| 12 | Did the CCR assist you with patience and/or empathy when handling your questions? | 1/1 | Yes |
| 13 | Did the CCR have a welcoming posture and demeanor before you approached them (ex. Not leaning, sitting or hiding)? | 1/1 | Yes |
| 14 | Would you utilize this CCR for service again? | 1/1 | Yes |
| 14A | If you were to require service again while in the airport would you seek out this particular CCR to assist you with a critical need (ex. Left a package on the plane)? | 1/1 | Yes |
| 15 | Did the CCR satisfy your immediate need? | 1/1 | Yes |
| 15A | If the CCR satisfied your needs, did they exceed your need and go beyond your expectations of service? | 1/1 | Yes |



We have shopped on the following Schedule:

JFK - December / March / June / September... 30 Shops per Month

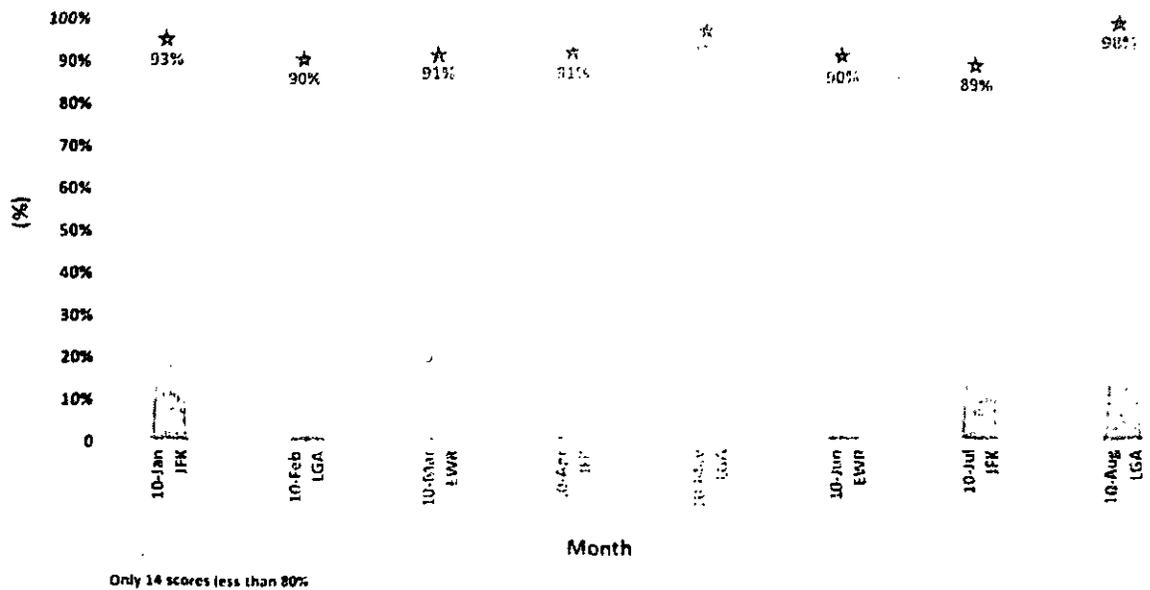
EWR - January / April / July / October... 36 Shops per Month

LGA - February / May / August / November... 15 Shops per Month

With multiple shops being conducted in each month of the year, we collect performance data and compile and compare it to established Airport Standards. Employees who did not meet our standards were and will continue to be counseled and disciplined accordingly. Those who have met 100% of our standards are and will continue to be rewarded within our recognition and rewards program. All Gateway Shops and Port Authority Mystery Shops are compiled and reviewed no less than monthly with Program Management.

Gateway's diligence can be seen in the mystery shopping results:

2010 MYSTERY SHOP RESULTS



Managing to Established Standards...

During the daily management of this program we monitor our compliance with established standards. It is important we continually scale, monitor and benchmark our performance. This data comes from many places both internal and external sources. We have learned over the years that our front line service personnel are fully aware of what works and does not work in the delivery of World Class Service.

We have developed a proprietary process in the communication process that starts with.

- ✓ Establish expectations from employees. Communicate expectations from employees.
- ✓ Listen to employees expectations of our company.
- ✓ Train employees to expectations.
- ✓ Respond to employees' expectations of our company.
- ✓ Test employees on competencies.
- ✓ Monitor employees in field through supervisor reports, mystery shops, management walk through and Port Authority observations.
- ✓ Immediately bring unacceptable behavior to the employee's attention and set in motion a plan to correct behavior.
- ✓ Communicate positive and negative actions for employee being monitored.
- ✓ Provide daily praise and recognition for employees who are upholding established standards.
- ✓ Set apart those employees who act above and beyond their immediate mission.
- ✓ Give public praise and recognition of jobs well done.
- ✓ Discipline those employees who are not functioning at desired levels.
- ✓ Remove those employees from the program who do not function so as not to "infect" the rest of the employee base.
- ✓ Solicit feedback from employees during role call, tabletop discussions and one on one interviews.
- ✓ Implement feedback that has merit and recognize the employees who have suggested the change.
- ✓ Review of employees on annual basis to determine if employee has met established expectations.

The above process can be summed up in two words - **We CARE**. We care about our employees, we care about our client and business partner and we care what our customers think when they enter the airports. It is this attitude that has forged our commitment in continually evaluating and developing this program.

Our Employee Handbook details each of the processes we take in deriving feedback and ensuring our performance is exceeding that of established standards.

Employee Handbook...

We find it crucial for all employees to understand what is expected from them as a customer Care representative. It is important that they too understand what they can expect from us as their employer. To this



degree; all of our employees receive a handbook, which outlines our expectations, job standards, benefits, vacation policy, disciplinary guidelines and operational guidelines. Changes if any are made quarterly and an addendum is distributed at that time.

Employee Feedback...

Daily Management - Ed Koch popularized the saying, "How am I doing?" when he walked the streets of New York meeting its citizenry as the Mayor. While on the surface it seems simple, but he would get an earful so to speak. He would hear the good and the bad of what was happening in the city, Ed Koch received the feedback because he was accessible to the citizens of the city. He did not just sit in an office and wait for the information to be filtered to his chair. He took his mission to the street.

Gateway management spends hours each day with our front line service providers asking them, "How are we doing?" With that simple question we are able to connect with our employees and hear first hand their accolades and their concerns. With this direct and personalized interaction we are able to quickly respond with the appropriate response to the employee.

This daily interaction allows management to monitor, praise and counsel employees on a daily basis. Immediate feedback can correct improper behavior quickly and re-enforce positive behavior with recognition of a job well done. At the end of the shift management "debriefs" with each shift to discuss any operational concerns we should monitor and correct. Management can get a real feel for what has happened during the day through this daily interaction with our staff.

Feedback Hot Line - We pride ourselves on being the ethical company you can do business with. We have always felt even the appearance of impropriety is not acceptable to our high standards. As a company we have provided an ethics hotline for our employees to utilize if they see or hear something that violates our demand for the highest of integrity within our staff. An employee can call and make a report to a third party, they may leave a name or not and the information is received and reviewed directly by our ownership and executive management team. Through this program we have ensured the continued ethical behavior of our employees and staff.

Annual Review of Employees - Within any environment it is important for an employee to receive feedback on their performance on a consistent basis. While all our employees are monitored each day for adherence to performance standards, we make certain their annual performance is documented and then shared with each employee individually. Through this process the Supervisory and Management Teams get together and review multiple aspects of an employee's performance. Some aspects include:

- Adherence to the 10ft/5 ft rule
- Attendance
- Pro-Activity Levels
- Overall Attitude
- Team Work
- Willingness to work OT
- Technological competency
- Potential for Advancement
- Leadership Qualities and Abilities



It is this honest communication between our employees and management in regard to their performance that keeps their performance directly in the front of their mind and ensures a consistent level of service.

Role Call - Perhaps the best time to share with our employees is the time each day before the start of each shift. During this time we meet with our staff to discuss pertinent issues of the day. Information is disseminated and feedback is solicited for the smooth daily operation of the program. Role call time is also used to praise and give out rewards for recognition among the CCR's peers & fellow employees.

We often times invite the Port Authority to say a few words to our staff and to make certain our CCR's operate with the clear vision of our partnership on a shift by shift basis. We have found this time to be most important in addressing employees needs and concerns prior to their departure to the terminals.

Incident Reporting - Management receives feedback in written form each day from incident reports completed by CCR's while at the counters or in the field. Our management reviews these reports daily and reports any deficiencies or items of concern to the Port Authority.

Daily Operating Log - All supervisory staff maintain a daily operations log for all events that occur within the program. Each day the management team reviews the items in the log and takes appropriate action. All items out of the ordinary are reported to our contrast representative at the Port Authority.

Company Bulletin Board - Each facility has a company bulletin board where we post daily items for review, letters from passengers and any operational item we would like to share with the team. We also have many CCR's who have chosen to post pictures of their children, birth announcements and wedding pictures. It is dear the family atmosphere we have been able to foster over the years at each facility.

Progressive Disciplinary Program...

In the event the employee does not adhere to established standards and is found to not be in compliance to our standards through a mystery shopper program, supervisory observation or Port Authority Report, the employee would be subject to disciplinary procedures as follows.

Gateway has established a Customer Care Program Specific Guideline to progressive discipline. We provide this guideline for all managers at each airport in order to mediate consistent and progressive discipline. Our program is designed to be corrective in nature and not punitive. Almost all interaction allow a CCR to correct undesirable behavior and take advantage of a path of corrective activity. By outlining a pre-determined course of action for our management team, they take the personalization out of the process and mediate a consistent policy across the three airports. We have found this program addresses the need for communication between our CCR team members and our management team members. CCR's can appreciate an honest discussion about their performance and the opportunity to correct their behavior.

Employee Disciplinary Process

1. **Warning** - Our employee is sat down and explained how their behavior is disruptive to the smooth running of the program. A time line is set and the employee is monitored for further infractions. Feedback is provided daily to the employee, their performance if corrected is encouraged.





2. Write - up - If the employee continues to show signs of negative behavior or has had another infraction, the employee is now written up and the action is placed in their file. The employee must now correct their behavior or they will progress further up the disciplinary chain. The employee will sit with the manager and if warrants they will be placed on a specific monitoring period. The consequence of continued inappropriate behavior will be discussed with the employee.

3. Suspension - Should the employee's behavior continue to be poor, a suspension is issued and the employee is placed on administrative probation. Should another infraction occur during this period, they could be terminated from their position.

4. Termination - All terminations are reviewed by our Human Resources Manager and they make certain a fair course of action was taken and the employee was given an opportunity to correct their behavior.

Motivating our TEAM...

Gateway has been the leader in developing motivational and spot bonus programs to reward our employees. We feel it is important to stress the good each day that our staff has done. Nothing motivates a staff more than public recognition of Job well done. We utilize several programs for rewarding positive behavior.

Job Well Done - Our Job Well Done motivational program addresses an employees performance as it relates to consistency and pro-activity as observed by GSI management, supervisors, corporate employees and Port Authority supervisors. The program is designed to provide immediate recognition for consistent and pro-active posture in the field.

The following is an explanation of how the program works:

- Each facility is budgeted a certain amount of Amex Gift Checks per month. It is important the reward is based outside of the payroll process so that it can be an immediate motivational tool issued within 72 hours of the observation.
- The employee is a part of the process. When a nomination is made by one or the qualified nominators, the nomination is given to the employee for them to turn into their manager. This puts the recognition process in gear from the actual observation. Once the manager receives the nomination they follow up with the nominator to confirm the observations, request an email if possible to attach to the nomination and then forward to corporate for the issuance of a gift check. The employee receives their gift check no later than 72 hours after the actual incident is observed.

It is important to distinguish this program from the Port Authority Reward and Recognition program as this will reward consistent and pro-active service and not just for a specific act Criteria for qualification and issuance should include but not be limited to the following:

- Observation of CCR in performing the 50ft/10ft/5ft rule on more than 3 occasions in a day and doing so "larger than life".
- Consistently observing a CCR giving a full presentation at the GT counters to include all aspects of the script through invite to counter.
- Consistent positive attitude and team spirit.

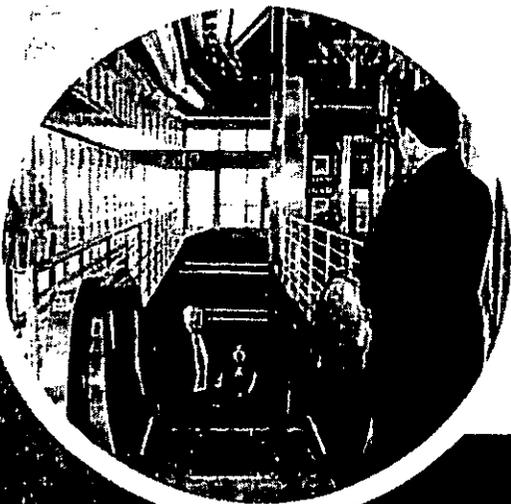
- Reward of employee's who do not have occasion to receive letters from passengers as they are not in the public eye.
- If an employee consistently fills call offs and comes in on short notice on more than 3 consecutive occasions
- Assistance above and beyond that of their job requirement.
- Reward for work on special projects

These awards are issued at role calls and are recognized in front of their peers. A brief description is provided for the reason the person is receiving the award.

By recognizing consistent and proactive performance on almost a daily basis, employees will strive to be the next person rewarded at their role call. This program will put in play a competition between employees and the by-product becomes a daily awareness of pro-activity and consistency that is rewarded with a different type of award than a payroll check.

Employee of the Month - While this contract does not provide a funding mechanism for the issuance of Port Authority Incentive Awards, we will keep in place the employee of the month award for each airport. This monthly award will be all encompassing and include all eligible employees in their total employment record with Gateway. Letters from passengers, supervisory and management experience and Port Authority recommendations shall all be considered in the determination of each months Employee of the Month Award.

The selected Employee of the Month receives a \$75 Bonus and have their picture taken and placed on a plaque in the office for all to see. At the end of the year all 36 winners from the three airport facilities will attend a luncheon sponsored by Gateway Security and each will be honored for their outstanding service to this contract and the airport community.





Holiday/ Year End Celebrations – To celebrate a year of diligence and hard work, each airport team is given a holiday party to re-enforce a sense of camaraderie and fun in the daily duties of our jobs. We try not to lose the focus that this is a fun job and we continue to promote a fun and an exciting atmosphere with team building exercises and relationship building activities all the while building our teams personal and professional performance together.

Stepping Up - This program is designed to provide a competitive spirit between our CCRs. We believe in order to fully take advantage of the benefits of the 50 ft 10ft 5ft rule, we must maintain a constantly moving CCR staff. Our program puts in place a friendly competition among (earns at the airport







8F. (3) EXPERIENCE

Gateway Security Inc. has built, established and retained such formidable ties that some of our very first client are still with us. The following are a few handpicked names for your reference.

A. List of Relevant Contracts (partial listing):

CUSTOMER NAME: Port Authority of NY& NJ

ADDRESS: Newark International Airport, Newark, NJ; John F. Kennedy & LaGuardia Airport, New York, NY

CONTACT: Maggie Villane, Maggie Villane, Manager, Customer Care Programs

PHONE: (212) 435 3749

CONTRACT DATE: August 2001 to August 2005; August 2005 to Present

CONTRACT COST: \$\$14,750,000 Annual

DESCRIPTION: We are the current provider of Customer Care Representatives for the Port Authority across all three airports. We are operating 17 Ground Transportation counters, providing 350 Customer Service Representatives, Supervisors, and Management all in the delivery of the finest Customer Service. In totality, we are providing over 10,000hours per week of service. Our CCR's represent the Port Authority in proactively welcoming passengers and their families and disseminating information and rendering assistance in the utmost courteous manner.

CUSTOMER NAME: Port Authority of NY& NJ

ADDRESS: LaGuardia Airport, Port Authority Bus Terminal, New York, NY

CONTACT: Jim Lackener, Supervisor

PHONE: (718) 533 3404

CONTRACT DATE: April 1, 2002 to Present

CONTRACT COST: \$3, 000, 000 Annual

DESCRIPTION: Gateway Security administers the Taxi Dispatch Contract for LaGuardia Airport and the Port Authority Bus Terminal in Midtown manhattan. Our Taxi Dispatchers responsibilities include but are not limited to maintaining a safe and orderly flow of passengers and taxicabs on departure level of LGA and in front of the PABT. Taxi Dispatchers distribute literature and advise passengers of pertinent information regarding rules, regulations and fares,

assist with alternate means of transportation when taxicabs are not readily available, issue Hack complaints and follow-through with TLC hearings. Overall, our Taxi Dispatch Staff, from Management Reps to Taxi Dispatchers are responsible for conveying a memorable last impression of customer service excellence at these facilities.

CUSTOMER NAME: Port Authority of NY& NJ

ADDRESS: Newark International Airport, Newark, NJ

CONTACT: Glen Taylor

PHONE: (973) 621 6213

CONTRACT DATE: November 1, 2002 to Present

CONTRACT COST: \$2,253,000 Annual

DESCRIPTION: Gateway Security administers the Taxi Dispatch Contract for Newark Liberty International Airport. Our Taxi Dispatchers responsibilities include but are not limited to maintaining a safe and orderly flow of passengers and taxicabs on departure levels of EWR. Taxi Dispatchers distribute literature and advise passengers of pertinent information regarding rules, regulations and fares, assist with alternate means of transportation when taxicabs are not readily available, issue Hack complaints and follow-through with TLC hearings. Overall, our Taxi Dispatch Staff, from Management Reps to Taxi Dispatchers are responsible for conveying a memorable last impression of customer service excellence at these facilities.

CUSTOMER NAME: New Jersey Transit

ADDRESS: 1 Penn Plaza East, Newark, NJ

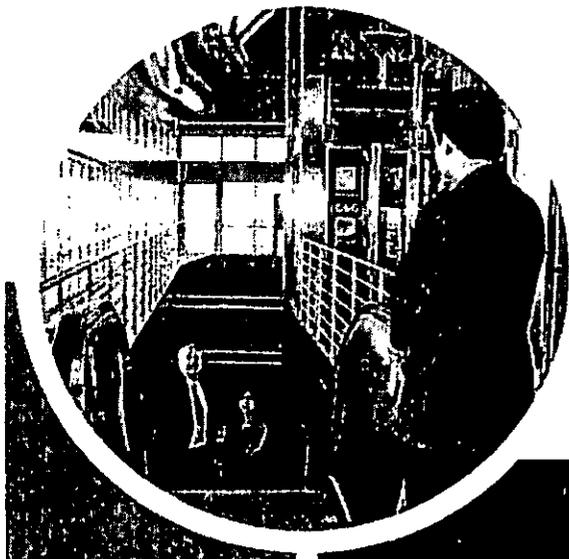
CONTACT: Frank Fittipalsi

PHONE: (973) 491 8215

CONTRACT DATE: February 1978 to Present

CONTRACT COST: \$4, 500, 000 Annual

DESCRIPTION: In 1987, New Jersey Transit began a relationship with Gateway Security, replacing their existing security service due to high incidence of theft by the guard force. Gateway was mandated with zero tolerance on any theft or misappropriation. In our twenty three of service for NJ Transit, we have



never experienced an incident of theft or misappropriation of our guard force.

In 1997, a video badging system was implemented for NJ Transit's 10,000 employees. Gateway Security staff was trained to capture images and produce the ID cards. In 1999, the time and attendance system was implemented at the Transit's six major locations along with the final phase of the electronic card access systems. Today, Gateway's computer literate security professionals manage and monitor the entire access control program across the State as well as oversee the installation of these components at remote sites that are commissioned as funds become available.

Gateway Security's adaptability and commitment to Customer service was proven once again by meeting and exceeding every challenge presented by our client. This contract has expanded to include both Newark and New York Penn Stations and various NJ Transit properties in the metropolitan area.

Under our current contract with the NJ Transit, Gateway Security also provides Taxi Dispatcher Service to control taxi traffic at the busy Penn Station in the heart of downtown Newark. Our Taxi Dispatchers undergo extensive customer service and interpersonal skills training in addition to the training and certification program presented by the Newark Taxi and Limousine Commission.

Gateway Security's Taxi Dispatchers work in tandem with the NJ Transit Police in enforcing the law and maintaining an orderly flow of more than 100,000 daily passengers and traffic in the otherwise chaotic lanes adjacent to Penn Station.

CUSTOMER NAME: Prudential Insurance Company of America

ADDRESS: 213 Washington Street, Newark, NJ





Gateway Security to infuse their Van Shuttle Service with our own unique blend of service through customer satisfaction.

In May 1999, Gateway Security was awarded the Prudential Van Shuttle Services contract – a new customer service arena. Once Gateway assumed control of the van shuttle service we quickly identified key areas of less than satisfactory performance, which historically attributed to the inferior level of overall service. The following areas were identified:

1. Van drivers had “customer last” attitudes and were unassuming toward Prudential employees (patrons).
2. Lack of pride was reflected in shabby uniform appearance from some van drivers.
3. No quality assurance program was in place to monitor and make sure the clients were diligently served.
4. No accountability for vehicle maintenance, repair and refueling.
5. No responsibility for vehicle safety or preparedness. Safety was not a priority thereby creating huge amounts of downtime on vehicles.

Gateway Security personalized the service program and did a signature overhaul. Our van drivers were given a new image starting with the “Customer First” attitude. Upon undertaking the assignment to provide Van Shuttle Service for Prudential, Gateway Security instituted numerous procedures to eliminate negative aspects associated with past service. In addition to the specialized training which included emphasized customer service and accredited driving programs, memorandum were/are issued to each driver detailing duties for their continued employment. Improvements to ensure cost efficiency and accountability were implemented as well.

1. Patrons were surveyed to determine their concerns and desires and they were directly addressed.



2. Elimination of redundant driver positions and the reassignment of the remaining driver slots to a more efficient method.
3. Research was conducted to provide the client with a vehicle repair vendor who had achieved a substantial reduction in the cost of vehicle repairs.
4. Employed a qualified vehicle maintenance attendant who is responsible for ensuring the safety and preparedness for each vehicle in the fleet.
5. Instituted a vehicle "prevention maintenance program" to circumvent future major vehicle repairs.
6. Provide on-going, in-service training to van drivers pertaining to public relations and customer service.
7. Drivers are mandated to attend and complete a "safe driver" course and "in-service" driver training, as a prerequisite of employment.

The hub of the present day van shuttle service, another innovative solution developed by Gateway Security, is a Central Van Dispatching (Van Central). The dispatcher on duty is responsible to ensure faster site location pick-up of employees and to divert vans from their normal travel routes to areas experiencing higher employee transportation needs. Records are maintained of persons utilizing the van shuttle service to enable accurate accounting and end of the month reporting. A centralized telephone point of contact (802-VANS) was also implemented to promote the program.

Van drivers complement the security force in that they serve as additional eyes and ears to report emergencies and/or other concerns to the dispatcher for immediate attention. The vans, which carry first-aid kits, are utilized to transport those employees who become ill or sustain minor injuries to central medical staff for treatment. These transports are given a "Priority Transport Status."

Prudential's employees who ride the shuttle vans are assured safe and comfortable transits to their destinations without interference from weather or criminal element, provided by courteous, friendly and knowledgeable drivers. Employee foot travel within the buildings' has decreased, thereby reducing the need for Security Officer posts along those routes which in turn has led to a substantial cost savings for Prudential. An innovative approach that resulted in a win-win strategy and maintained the Gateway commitment to Total Customer Satisfaction.



Risk Assessment & Succession Planning

As the current provider of Customer Care Representative Service for the Port Authority, the hours represented in this contract pose no additional risk to our company as we are currently meeting all contract requirements.

It is important to note even with the reduction in contracted hours of 50% from the original award of this contract, we have maintained our average hourly obligation to our employees often times exceeding it in multiple years. Through all the reductions we never reduced our employee's salaries and they continued to receive a CPI increase at additional expense to Gateway Security. Inc.

Financial Information:

Financial information is submitted as part of the Section E. Documentation of Respondent Prerequisite.



8F. (4) CONTRACTOR IDENTITY CHECK / BACKGROUND SCREENING PLAN

Screening begins with our selection process...

Every step is geared to produce a highly skilled, customer-service-oriented person. The close proximity of our corporate headquarters enables Gateway Security to keep our finger on the pulse of the community and know the effective ways of attracting quality people. Our multilateral selection process ensures the employment of successfully prescreened applicants only. The selection process includes:

- Quick Screen - telephone based pre-application screening method
- Two-step written application
- Customer service adaptability test
- Structured interview with panel

Our applicants are pre-screened and this is where Gateway's applicant selection process is truly innovative. We have developed customized applicant behavioral assessment surveys that identify characteristics and strengths of applicants and employees, as opposed to perceived weaknesses. Our behavioral assessment survey was modeled after the best people in our customer service representative programs as well as our security programs thus generating an employee who will excel in both areas.

Pre-employment screening...

Gateway has one of the most comprehensive applicant screening processes in the industry. Screening procedures include:

- Past employment references for ten years
- Education verification
- Personal reference interviews
- Written aptitude exams
- Mandatory substance abuse testing - 10-Panel Test in accordance with
- FAA and DOT standards
- ChoicePoint - Extensive criminal and personal/professional background screening

Gateway's methodology for pre-employment background screening includes the following:

Verification of Identity – ChoicePoint

ChoicePoint is a leading business-to-business information solutions provider in the United States. ChoicePoint serves the pre-employment requirements of half the Fortune 500 companies nationwide and has nearly 100 years of experience helping businesses make safer and more secure working environments.

Achieved through a search of 190 million consumer records contained in credit bureau files. Our social security number search warns when a Social Security number may never have been issued, may have been issued to a person who has been reported deceased, currently being used by other individuals or has been issued after 1989 indicating that the number belongs to a child.

Employment History Verification

Is obtained through contact with a supervisor or through the Human Resources Department. Information regarding name of employer, dates employed, job title, job performance, reason for separation, eligibility for re-hire, and other job-related details are available. All reported dates obtained from former employers are arranged in chronological order, this enables us to determine gaps in employment of 30 days or more and identify partial and full overlap periods.

License, Credentials & Certification Verification

Are conducted through appropriate state governments or professional associations when the license designation and the source to be contacted is provided (i.e., attorney license, health care certifications, CPA, etc.) The license grantor is asked about the date the license was issued, expiration date and any restrictions to the license.

Business and Personal Reference Verification

Includes contact with references listed on the application or developed during the investigation to determine time known, frequency of contact, relationship, whether or not the reference would recommend the applicant for employment. Employment references are checked for a ten-year period. Negative references and unexplained gaps in employment will disqualify applicant for employment.

Criminal History

Gateway security is the first in the state to get the state-of-the-art fingerprint system that verifies an applicant's criminal history and we have the ability to provide fingerprint results in a very short time.



Port Authority
**Customer
Care**

The Morpho Integrated Live Scan System was developed by SAGEM the world leader in advanced automated fingerprint identification systems.

This system simplifies all aspects of the criminal background check process. The portability of the system allows us to conduct fingerprint checks at any facility. Negative fingerprint results will disqualify applicant for employment.

Motor Vehicle Record Search

Utilizes an exclusive Motor Vehicle Record Information System, which obtains the driving record report from the specified state's Department of Motor Vehicles. A direct connection with most state Department of Motor vehicles means quick turnaround time. All motor vehicle records through Gateway have a user friendly, readable format that interprets the various state codes and provides a report that is uniform across all states.

Credit History

Is reviewed by obtaining a credit bureau report from a national credit bureau repository. We have on-line access to all major credit bureau systems including Equifax Credit Information Services, the largest national credit bureau operation in North America. The bureaus are repositories of trade information and public records such as bankruptcy proceedings, collection accounts and civil litigation records.

Military History

Is obtained through the national Personnel Records Center in St. Louis. A copy of the full military record is available as well as a copy of the DD214 (discharge summary).

Education

Education history verification is accomplished directly through the educational institution represented on the application. Inquires are made concerning dates of attendance, date of graduation and award, type of degree, areas of study and Grade Point Average. If the applicant is current a student, an inquiry is made of current student status, dates of attendance, date of planned completion, areas of study, credits earned, and whether he/she has applied for graduation is obtained.

Other Searches...

Character references checks are obtained through personal and telephone interviews with listed references, neighbors, acquaintances, etc.





Drug Testing

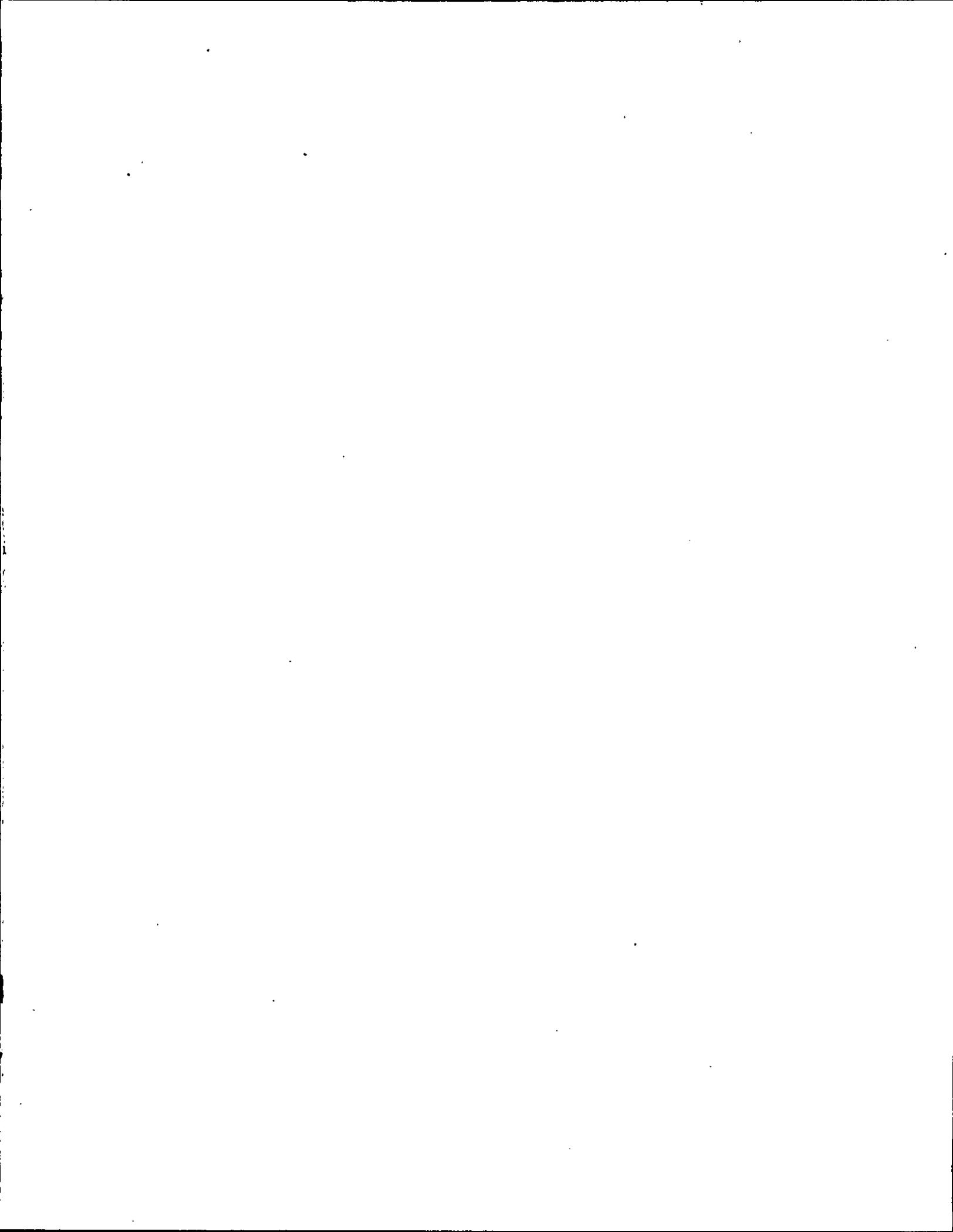
Substance abuse testing is performed during the pre-employment stage and randomly thereafter throughout our employees tenure with Gateway Security. This is performed through Quest Diagnostics the nation's leading provider of drug and alcohol diagnostic testing. Quest Diagnostics clients include patients and consumers, physicians, hospitals, health insurers, employers and government agencies. All substance abuse specimens are initially tested using a screening technique called Enzyme Immunoassay (EIA). This method of screening is objective, computerized and automated. Turn around time on results is 24 hours.

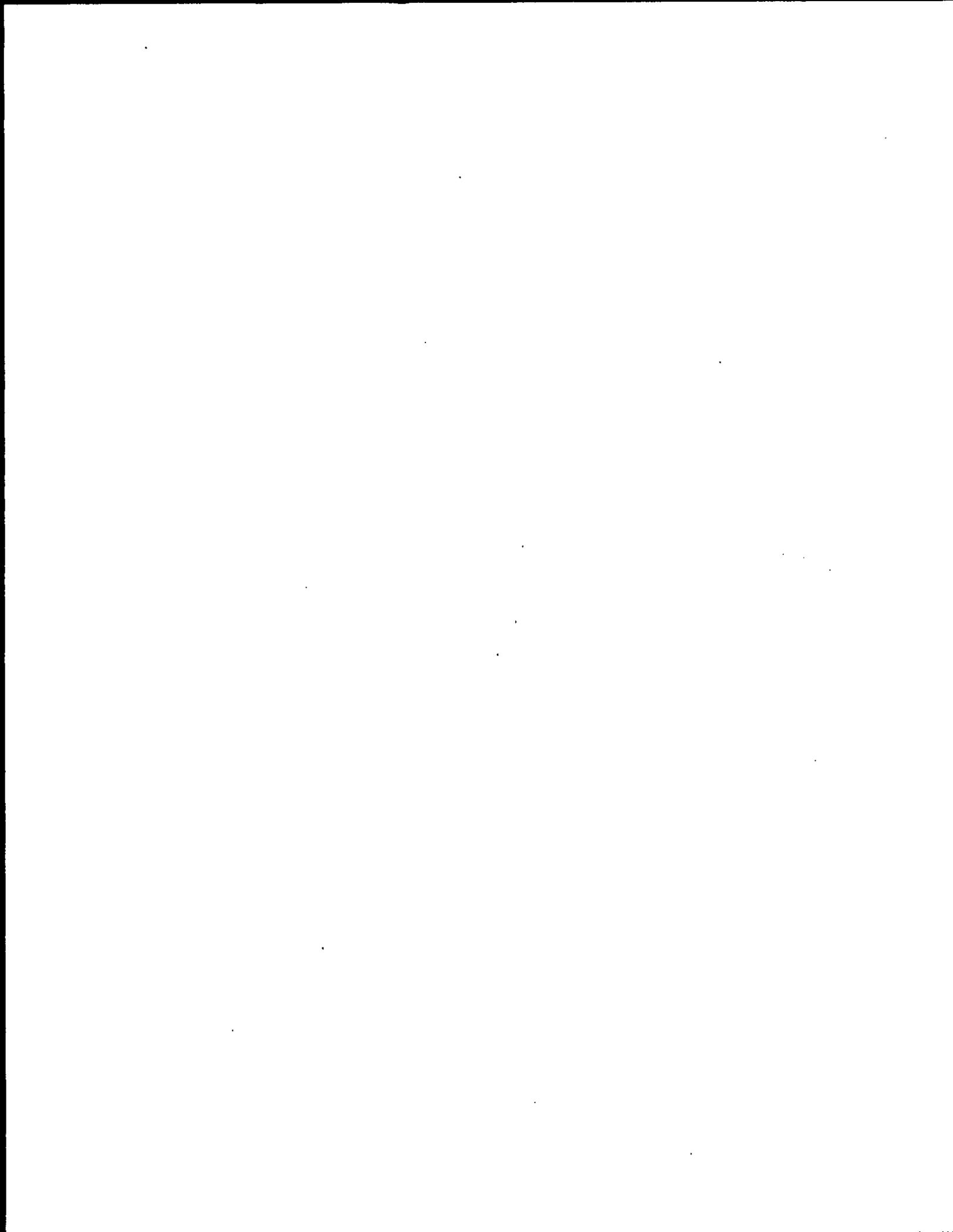
In addition to the federally mandated NIDA panel, Quest Diagnostics offers a variety of test panels and cut off levels, which can be combined with TestSure™ adulterant testing. Adulterant testing detects substances (either added to the urine specimen or ingested) that are promoted as "cleansing agents" to prevent the detection of drug use.

Company Identification

Gateway employee identification is achieved through digital electronic data imaging. Once an employee has cleared background screening, approximately 5 days, he/she is issued an ID badge featuring the employee's name, photo, assignment and employee code. Employee information is compiled in a Human Resources database dedicated solely for this purpose.

Upon termination employee ID's are returned with the employees final paycheck. If a final paycheck is not forthcoming the ID is confiscated through our Compliance Management Department.





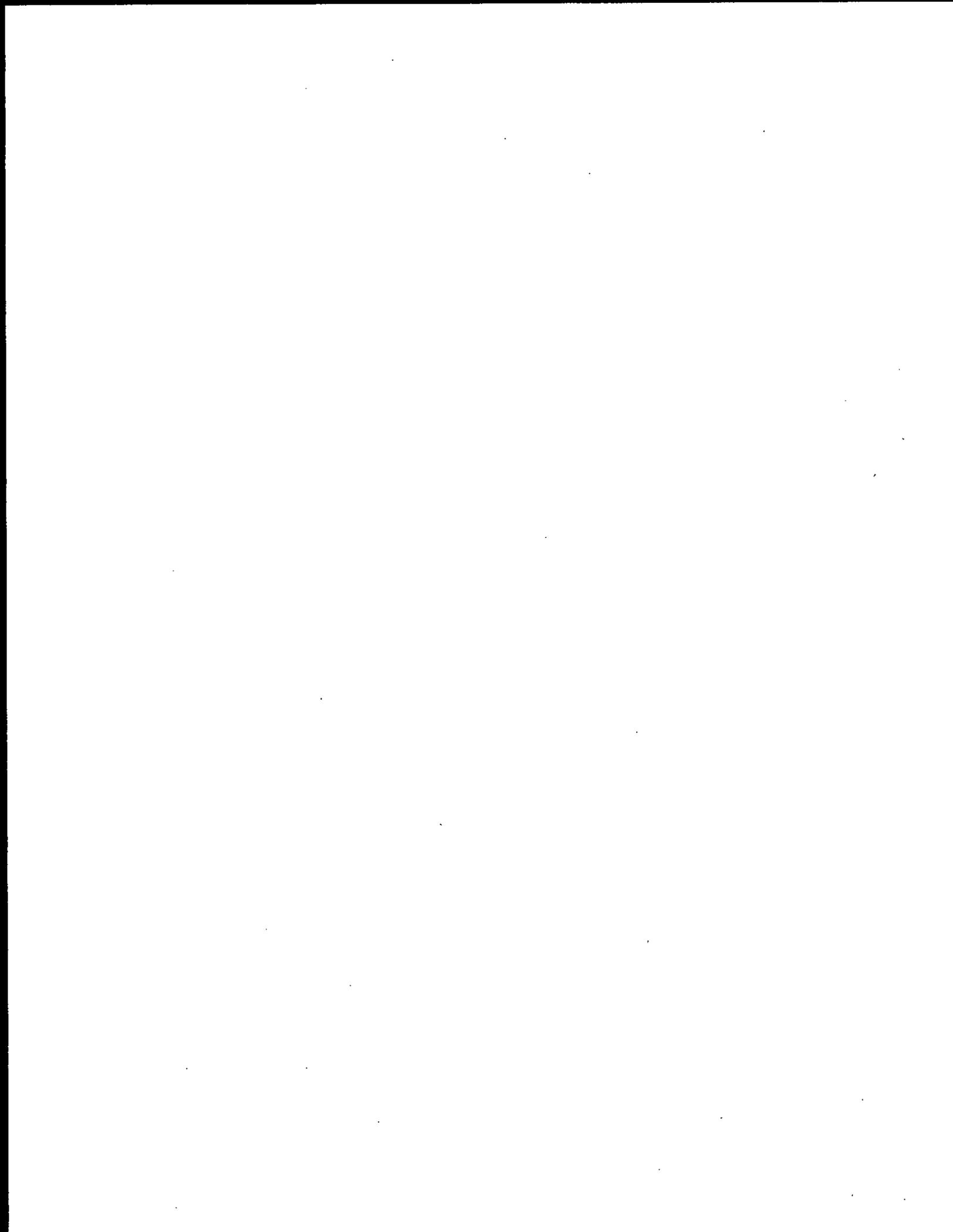


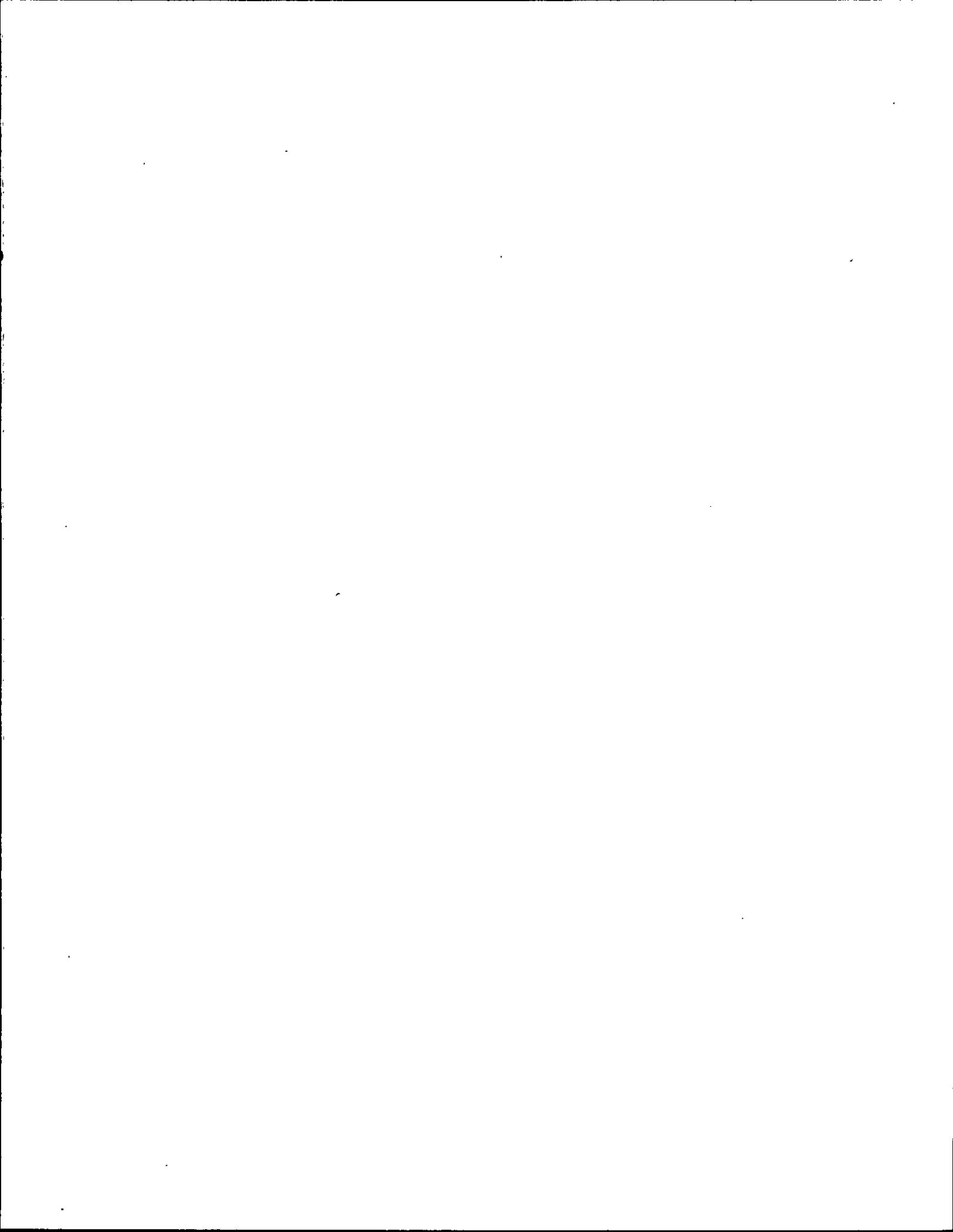
G. ACKNOWLEDGEMENT OF ADDENDA

Please find enclosed Addenda sent by the Port Authority of NY & NJ as part of this EQIB.

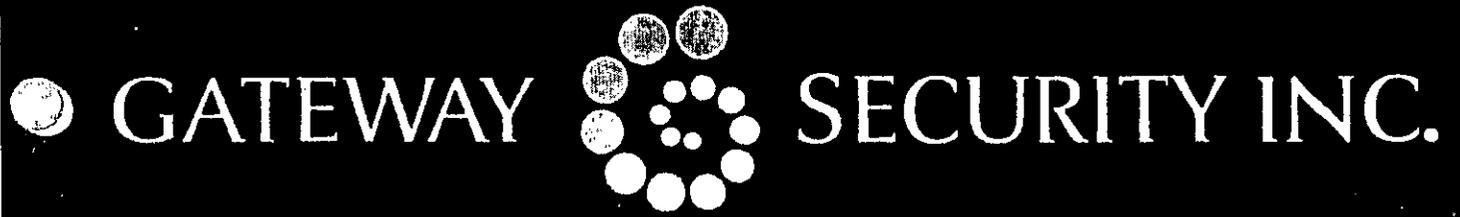
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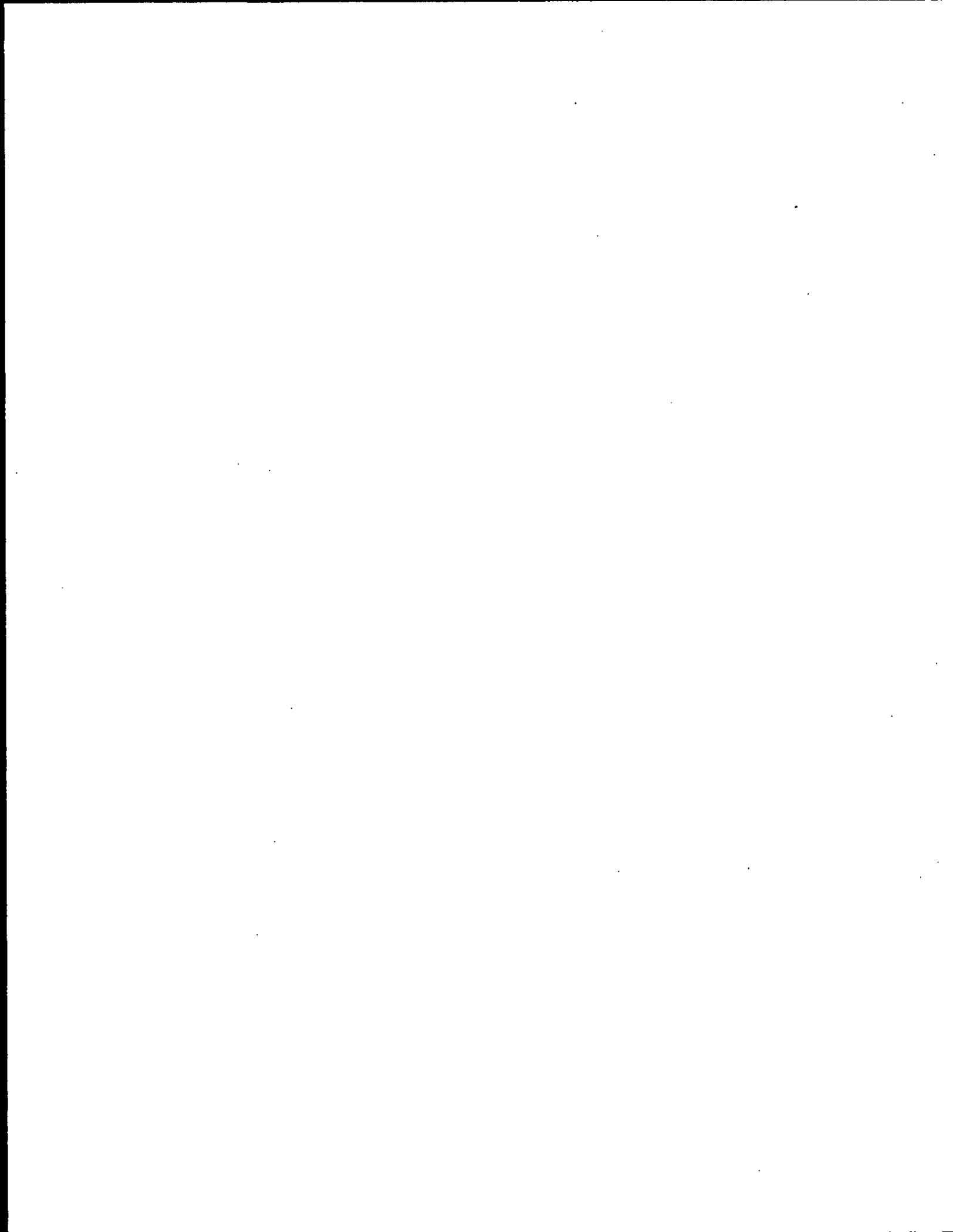


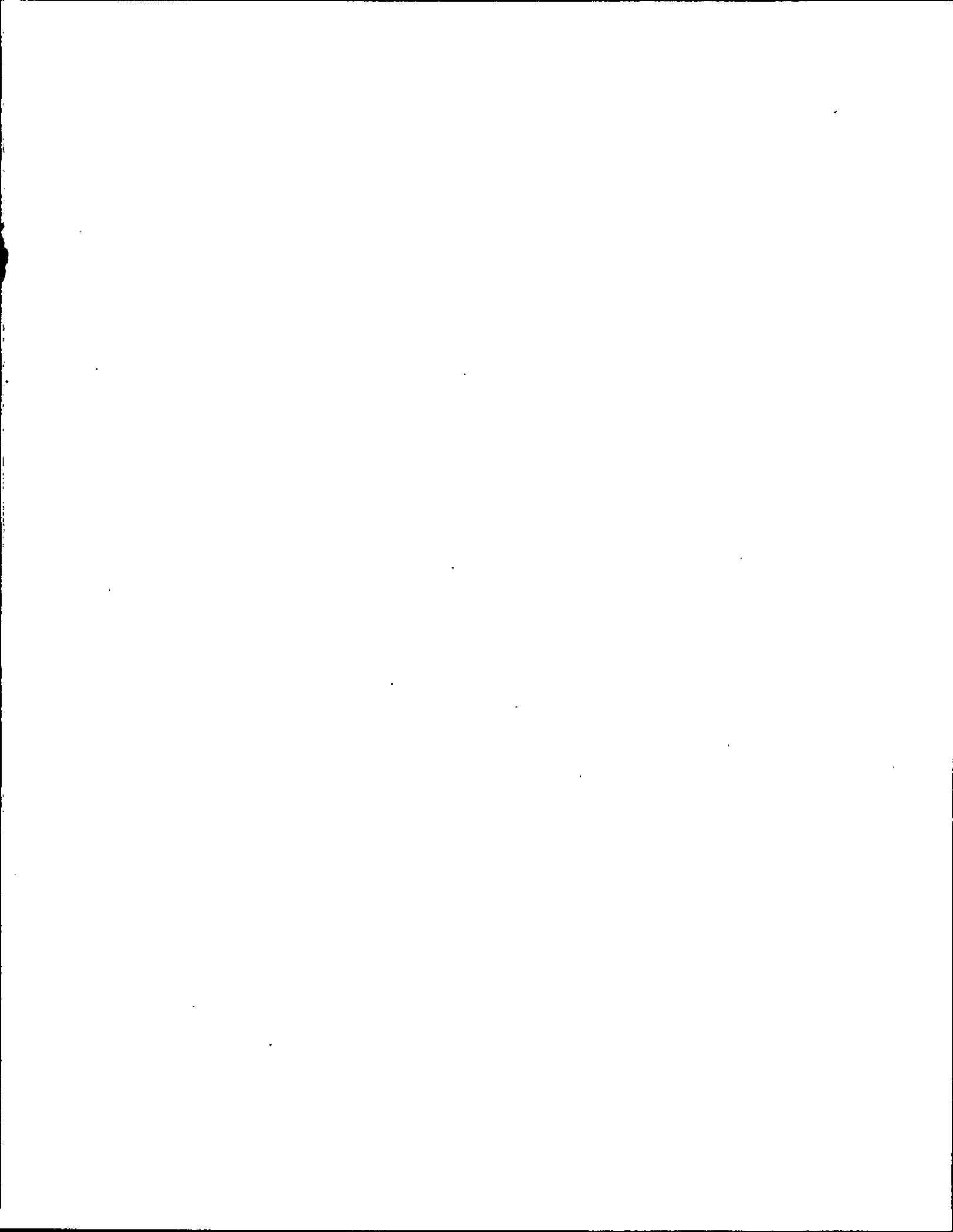
H. ACCEPTANCE OF STANDARD CONTRACT TERMS & CONDITIONS

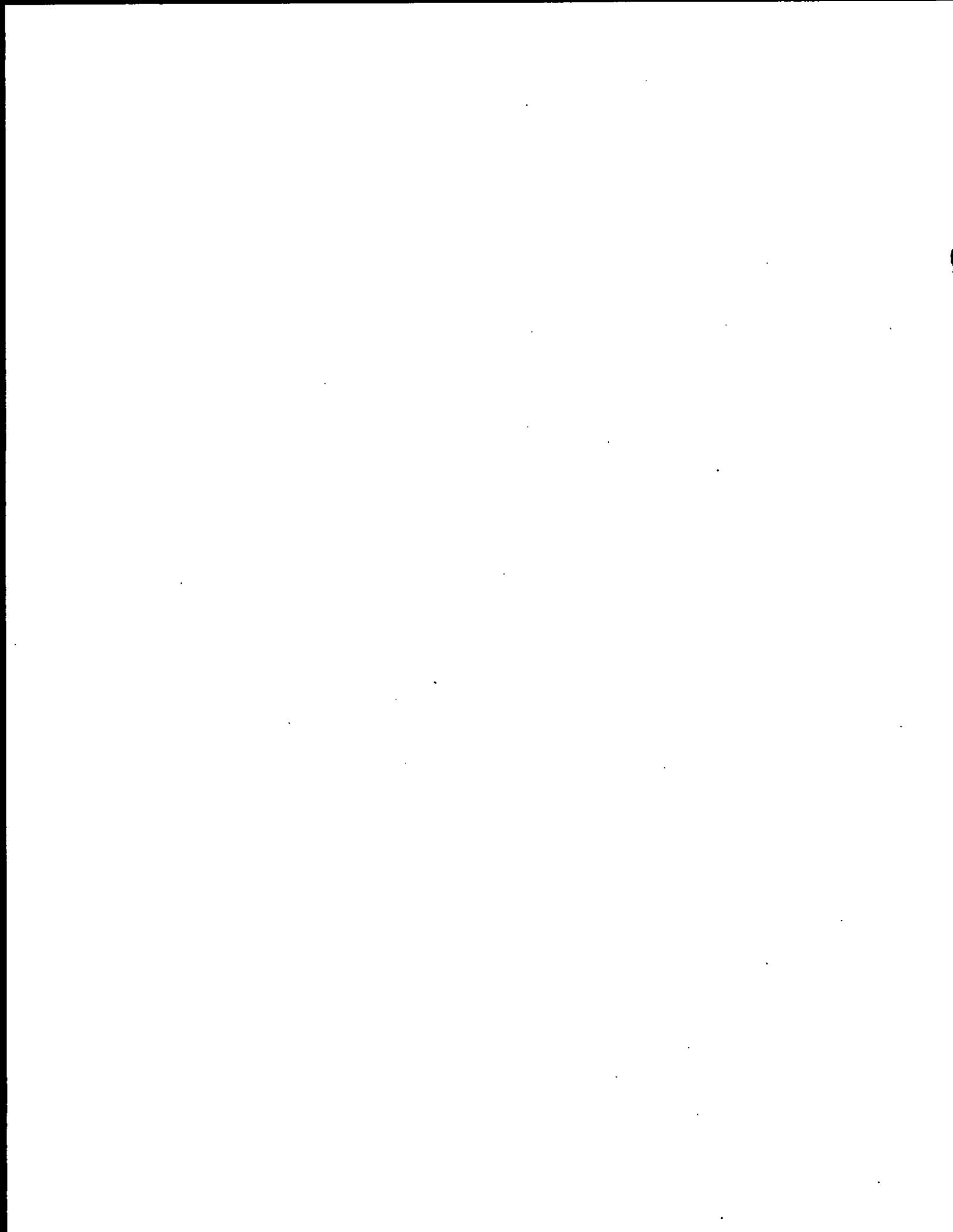
Gateway Security, Inc. agrees without exception to the Standard Contract Terms and Conditions as stated in the EQIB as Attachment B, Standard Contract Terms and Conditions.

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I. M/WBE PLAN

Gateway Security, Inc. strives to promote Minority and Women-Owned Business Enterprises. We make every attempt to partner with M/WBE firms in all procurement and ancillary services. We intend to dedicate 18% of procurement opportunities relating to this contract to the following M/WBE vendors.....

UNIFORMS....

Unipro Uniforms (W/MBE)
320 Elizabeth Avenue
Newark, NJ 07112
(O) (888) 691 6200

COMMUNICATIONS EQUIPMENT...

Leonard Communications, LLC (WBE)
1382 Crane Street
Schenectady, NY 12303
(O) (518) 372 5600

SECRET SHOPPER....

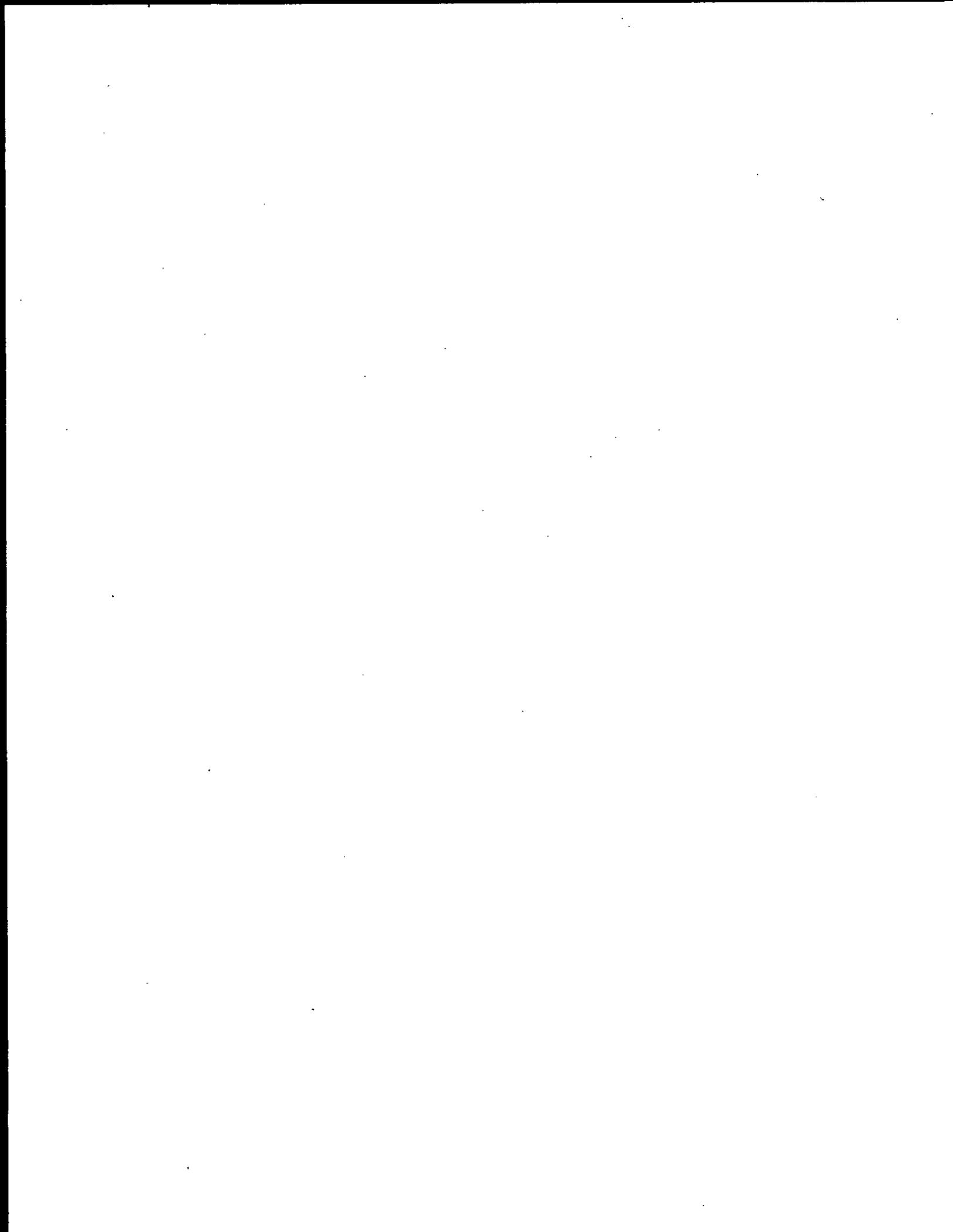
Customer Service Experts (WBE)
116 Defense Highway, Suite 205
Annapolis, MD 21401
(O) (410) 897 8444

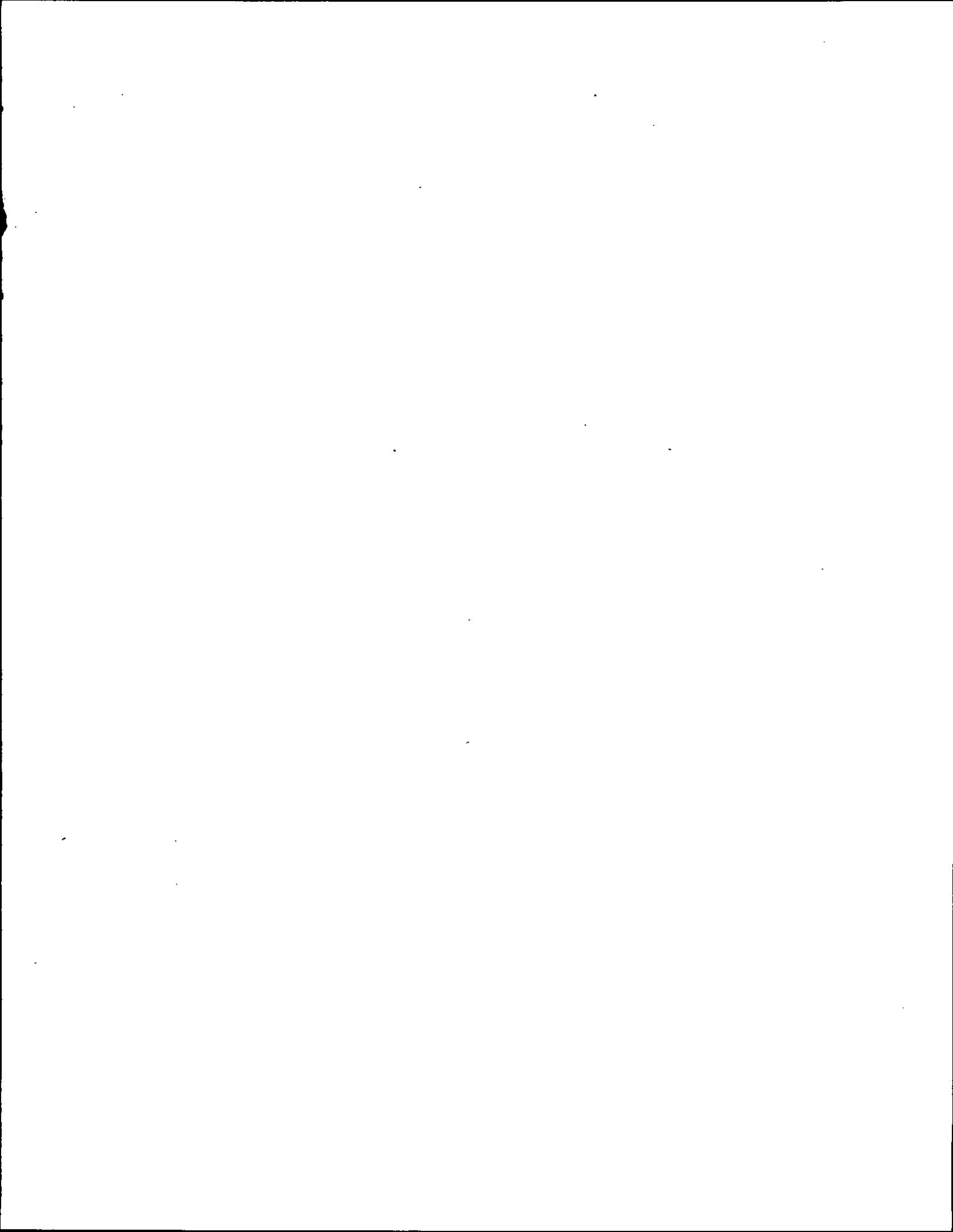
CONSULTING SERVICES...

Banker Media Group, LLC
200 Middlesex Essex Turnpike, Suite #306H
Iselin, NJ 08830
(O) (732) 744 0037

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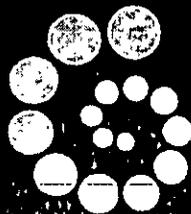
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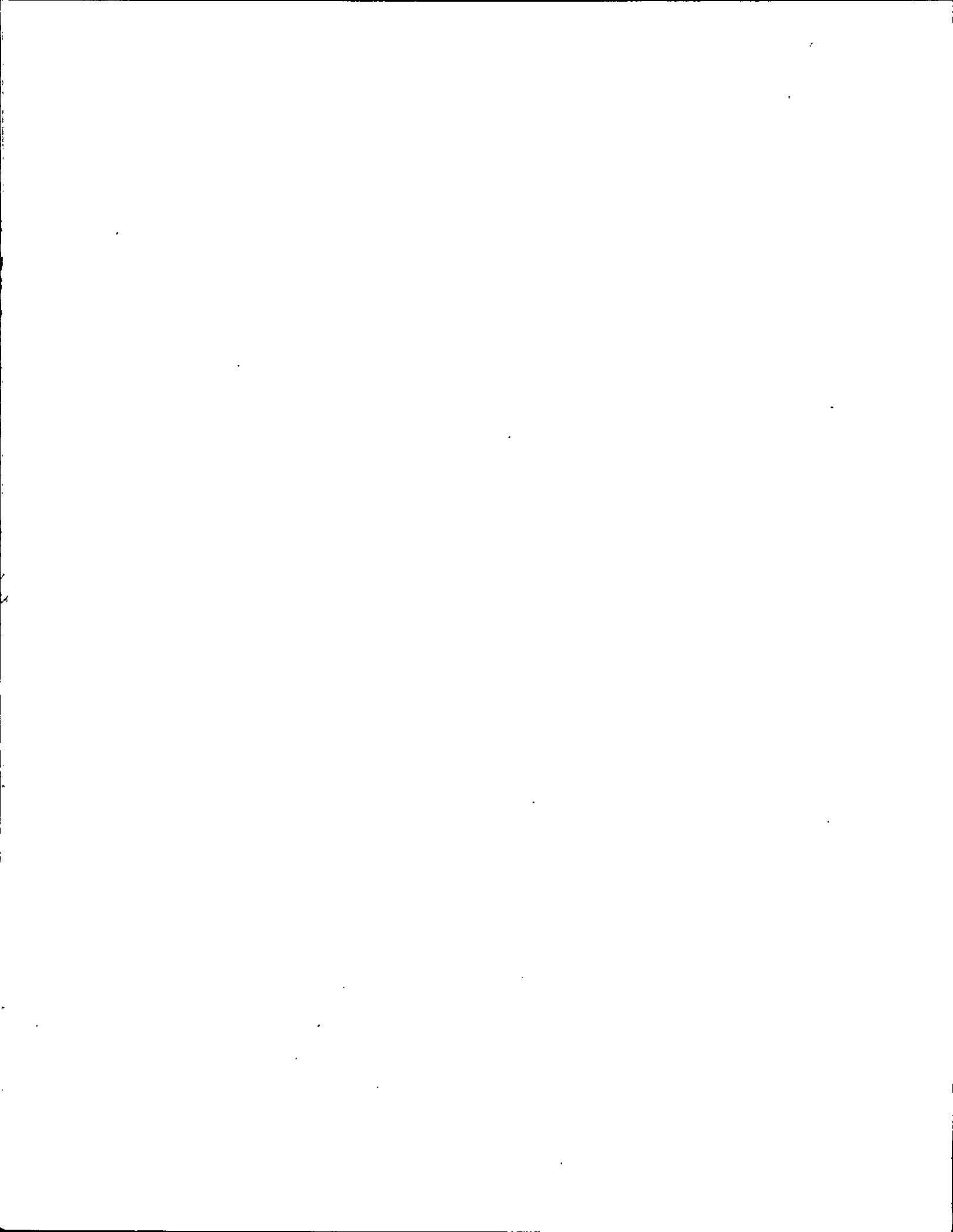
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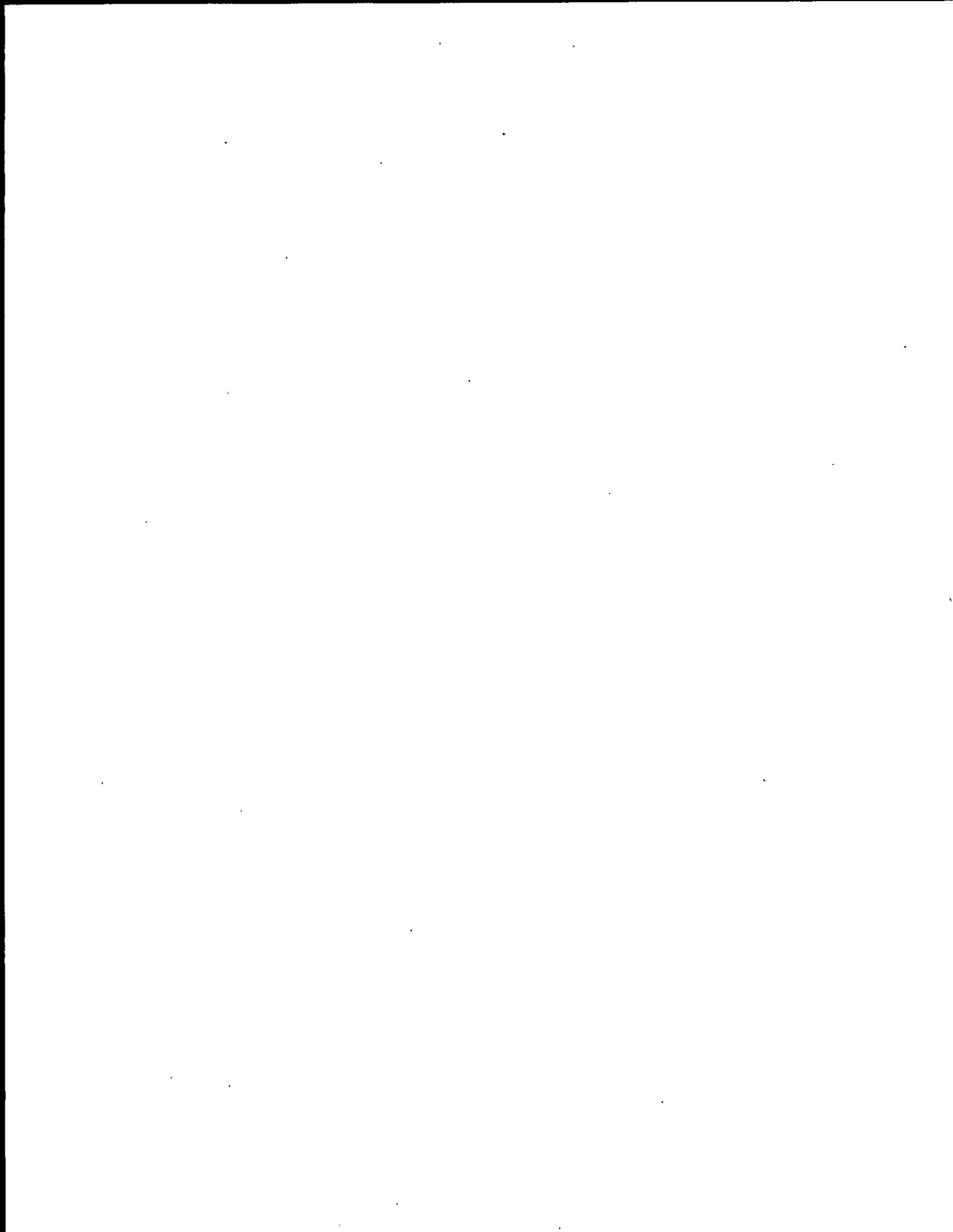


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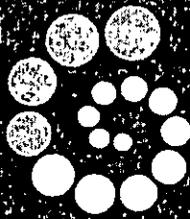
GATEWAY TRAINING MATRIX:
BASIC TRAINING FOR NEW HIRES
SUPERVISOR & PORT AUTHORITY
TRAINING

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SECURITY INC.

October 27, 2010

Priscilla Duncan
Principal Contract Specialist
Technology & Operational Procurement Services Division
Procurement Department
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Re: EQIB # 21266; Questions and Clarifications

Please find below answers and clarifications to the best of our ability the questions posed:

Question #1:

Provide your succession Plan.

Response:

Gateway Security Inc has been in business for 30 years and for the past 20 years we have said a resounding "NO" to suitors. We have stayed true to our game in growing this organization alone from a local, regional to a national level. We are looking forward to serve our customers perpetually in the same service tradition as we have a strong "bench team" of Management and Executive Leadership. Gateway is no longer a one man company but a brand that is worked on by all in one team to assure future growth and success.

Please find attached a copy of Gateway's Business Continuity Plan.

Question #2:

Address staffing as it applies to the requirements of the EQIB and transition into the new contract.

Response:

We anticipate sustaining the current staffing plan that is in place and expect a seamless transition in to the new contract cycle.

Question #3:

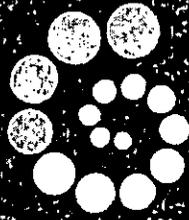
Explain the intent of retaining the current work force and detail seniority and no diminution of wages.

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Response:

We anticipate retaining the current workforce, maintaining their seniority and wages as it is currently. No diminution of wages is anticipated.

Question #4:

If your plan is not to retain the current employees explain why.

Response:

We plan to retain all our current employees.

Question#5:

How will you establish labor harmony?

Response:

We currently share a harmonious and mutually respectful relationship with then representatives of the Labor Unions.

Question #6:

Explain the extent of your experience with contracts requiring face-to-face interaction with the public and how those individuals are trained to achieve the goals of superior customer service. Elaborate on your Customer Service Program and the Service Training Program and specifically, how the trainer provided to each of the Airports GFK, EWR/SWF, LGA } to train all airport employees (as set forth in Section 20 of the Contract) will perform the requirements of the PA's Customer Care Training Program.

Response:

We have an extensive business portfolio of contracts that involve face-to-face contact with the public. In addition to the service we provide to the Port Authority via the CCR and Taxi programs, we direct customer care programs in Phoenix Sky Harbor and in India. We also provide direct service to the public in the airport environment through Mobility assistance, skycap and queue management programs in several markets throughout the Nation.

Question #7:

Elaborate on your Customer Service Program and the Service Training Program and specifically, how the trainer provided to each of the Airports GFK, EWR/SWF, LGA } to train all airport employees (as set forth in Section 20 of the Contract) will perform the requirements of the PA's Customer Care Training Program.

Response:

Gateway currently has three full time instructors who are assigned to; JFK, LGA and EWR/SWF to provide the PA's thrity minute and ninty minute Customer Care Training Programs.

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All three instructors have more than five years experience as a CCR and as an instructor in delivering the PA Customer Care Training Programs. The instructors use a combination of video, PowerPoint presentation and personal experience to provide all airport employees with a functional understanding of the skills and importance of customer care in an airport environment.

Question #8:

Will you be able to meet the vehicles requirements by start of Contract and, if not, what is your proposed plan?

Response:

We currently have a fleet of vehicles in place that upon awarding of the contract we will replace in accordance with the specifications in the RFP.

Question #9:

Please address the foreign language requirements for the CCRs.

Response:

All our employees can speak, read and write English fluently. More than 50% our CCR's demonstrate competency in a language other than English. The following chart depicts the numerous languages our current CCR's speak.

| Languages Spoken by our CCR's | | | | |
|-------------------------------|---------|----------|------------|-----------|
| Akan | Chinese | Gujarati | Mandarin | Russian |
| Arabic | Creole | Hindi | Polish | Spanish |
| Bengali | English | Ibo | Portuguese | Tagalog |
| Bulgarian | French | Italian | Punjab | Ukrainian |
| Cantonese | Greek | Japanese | Romanian | Urdu |

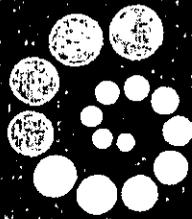
Question #10:

Describe in detail your customer service training for the CCR program (e.g. training modules and information about who will do/provide your training).

Response:

In addition to the three instructors assigned to the PA Customer Care Training Program,

GATEWAY



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Gateway has four additional instructors who conduct both new hire and recurrent training. Program managers and assistant managers also assist in the development and implementation of all CCR training.

The following descriptions of the CCR training were included in the original EQIB Response.

COURSE DESCRIPTION FOR TRAINING INCLUDED IN THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY CUSTOMER CARE PROGRAM

CC 101A: Embracing Customer Care for CCRs (8 Hours)

Gateway instructors teach an interactive eight hour block of customer service skills training specifically designed to meet the requirements of the Port Authority Customer Care program and develop the skills required to succeed as a Customer Care Representative. This training program combines real world practical experience with the contractually required training. Some of the topics included in the eight blocks of instruction are; Understanding Passenger's Needs, Meeting Their Needs and Exceeding Their Expectations, Understanding Airport Operations, Understanding Airline Operations, Facilities Communications, Duties and Reporting Relationships, Forms and Reports, Ethics and Conduct, Emergency Procedures and Progressive Discipline.

The individual blocks of instruction included in the Customer Service Training Program are as follows:

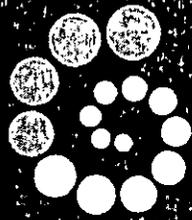
- Putting the Customer First
- Knowing Your Customers
- Engaging the Customer
- Providing Superior Service
- Dealing with Dissatisfied Customers
- Customer Diversity
- Passenger's with Disabilities
- Security Awareness

CC 104: Airport Orientation – 8 Hours

This Orientation includes both classroom instruction and a facility walk-through to enable new hires to familiarize themselves with the individual operation of their assigned airport. This extensive introduction to the Customer Service Program and airport demographics is intended to focus new personnel towards understanding where they will be working and what their goals for service will be. This orientation includes the following:

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- Tour of the appropriate airport facility
- Review of local demographics including on and off airport facilities
- Detailed review of post locations, duties and schedules
- Radio and communications procedures
- Uniform and personal appearance standards
- Introduction and meet and greet of current staff
- In depth review of the complete job description, their duties and our expectations of service
- Review and discussion of the Airport Service Standards Manual
- Review of specific post assignments and corresponding job responsibilities with focus on positive behaviors to ensure complete customer satisfaction

CC 105: On the Job Field Training – 24 Hours

Newly hired Customer Service Representatives are partnered with supervisors to learn hands on functions of their new position. New hires are monitored closely and daily evaluation reports are forwarded to Customer Service Managers for review and progress discussion with the new CCR.

- This cross training process takes place, under strict supervision by superiors with whom new hires are partnered.
- Managers receive daily feedback and evaluations on the new hires performance during this training period
- Upon completion the New Hires are announced at a role call and welcomed as a full-fledged Customer Care Representative.

CC 106: Ground Transportation Information System (GTIS) Training – 8 Hours

Newly hired Customer Service Representatives will learn the purpose of the GTIS and through hands on learning and role-play will be able to offer all options in an unbiased manner and complete a reservation to include the efficient dispatch of the customer and their corresponding Permittee driver. This program is designed into modules with simple step-by-step instructions for the user to follow. Upon completion the CCR will be proficient in booking and completing ground transportation reservations in a professional manner. In addition, users will learn how to utilize the manual reservation process, should the computer system experience a delay or failure. This specifically designed computerized reservations training program ensures seamless post-flight ground transportation options for all passengers at Port Authority of New York & New Jersey facilities. The topics include in this training are:

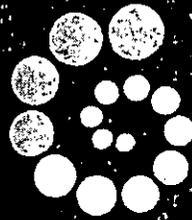
- Learning the GTIS system and applicable terminology
- Understanding of system security and screens
- Learned proficiency with logon procedures, IDs and passwords

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- Understanding how to use the Destination Inquiry and Make Reservations functions with integrity and credibility
- Understanding the various Permittee services, destinations and fares.
- Providing unbiased passenger information for public transportation, taxi service, shared door-to-door and private service.
- Updating, canceling and closing reservations
- Develop a functional level of proficiency for every function on the GTIS System to ensure accurate passenger reservations and ticket printing
- Identifying un-authorized transportation providers (hustlers)

CC 106: Ground Transportation Information System On the Job Field Training – 16 Hours

Newly hired Customer Service Representatives are partnered with supervisors or senior CCRs to learn the hands on functions of the Ground Transportation Information System. New hires are monitored closely and daily evaluation reports are forwarded to Customer Service Managers for review and progress discussion with the new CCR.

- This training process takes place, under strict supervision by superiors with whom new hires are partnered.
- Managers receive daily feedback and evaluations on the new hires performance during this training period
- Upon completion the New Hires are prepared for the Comprehensive Testing Program

CC 104: AirTrain Outage Training (JFK & EWR) – 4 Hours

Newly hired Customer Service Representatives at JFK and LGA will learn the proper procedures too effectively and efficiently deal with AirTrain outages. Topics included in this training are:

- Types of AirTrain outages, the pinched loop
- Alternate transportation
- Guiding and assisting passengers
- General announcements and individual interaction
- Dealing with unhappy passengers
- Restoration of service

CC 107: Comprehensive Testing Program

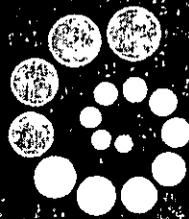
At the conclusion of all standard CCR training and the demonstrated successful completion of CC101A, CCR104, and CCR105 all CCRs will participate in a testing program that is specifically designed for each airport. Each CCR is given an exam containing 100 questions addressing the airport, its demographics, and their mission as a CCR. They must attain a grade of 85% or above to pass and

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be placed into service. Should a CCR score below the passing grade of 85% they may be allowed one additional opportunity to re-test. At the passing of this test, a final review of all aspects of the CCR's performance during this intensive training period is conducted and if the employee has demonstrated a complete and comprehensive understanding of what it means to be a Customer Care Representative they are officially assigned to their respective facility.

CC 108: Annual Embracing Customer Care Refresher -4 Hours

All CCR are required to attend a yearly Customer Care refresher training. The training includes a review of the CCR customer care standards including the 50-10-5 Foot Rule, the One Minute Rule and meeting the passenger's needs and exceeding the passenger's expectations. Remedial topics that have been uncovered the program management or the Quality Assurance/Quality Control program in the previous year's operation are also included in the refresher training.

SEC 215: Smith System Advanced Driver Training Program – 8 Hours

Gateway Smith Driving System certified instructors provide certification courses in driver safety. The Smith Driving System class is an eight hour course that combines classroom and behind the wheel instruction for all employees that are required to operate a vehicle. The Smith Driving System concentrates on the cushion driving method that has proven effective in reducing motor vehicle accidents.

SEC 201: Conflict Resolution/Crisis Management Training - 8 Hours

Gateway instructors teach the Crisis Prevention Institute Inc. Non-Violent Conflict Resolution and Crisis Intervention Training Program. This eight hour block of instruction has been proven very effective in developing the skills required to resolve conflicts and de-escalate a potential crisis situation. The course combines classroom lecture with extensive role plays to ensure both a comprehensive understanding of the concepts and the practical skills required to resolve conflict and prevent crisis. The topics include in this training are:

- The Crisis Development Model
- The Verbal Escalation Continuum
- Verbal De-Escalation Techniques
- Non-verbal Communication
- Para-verbal Communication
- Active/Empathic Listening
- The Art of the Apology

MAN 101: Ethics for Supervisors -2 Hours

The Ethics for Supervisors training program provides the supervisor with a formal code of ethics to provide guidance in making sound, fundamentally fair workplace decisions in situations where the

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company policy and procedure manual does not apply. Topics covered in this training are:

- Ethics Defined
- Benefits of a Code of Ethics
- Quality Control
- Formal Code of Ethics
- Ethical Decision Making
- Workplace Safety
- Vicarious Liability
- Unethical acts in the CCR Program
- Core Values in the Workplace
- Prevention of Unethical Acts

MAN102: Coaching and Mentoring – Basic Supervision - 2 Hours

The coaching and mentoring training program will enhance supervisor's leadership development and their ability to motivate employees as well as take effective corrective action of substandard employee job performance. This program combines classroom lecture on social science with real world situations. It uses role plays and group discussion to put the supervisor in practical situations to implement the social science theories. Topics covered in this training are:

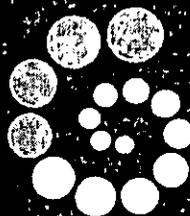
- The coaching and mentoring process; Leadership and Inspiration
- Developing a working relationship through mutual respect
- Employee motivation concepts
- Needs Theory - Maslow and Hertzberg
- Reinforcement Theory
- Expectancy Theory
- Equity Theory
- The sandwich technique for corrective action
- The 3 to 1 rule
- Systemic vs. Individual Counseling

MAN 103 - Diversity and Sexual Harassment - 4 Hours

This workshop discusses and examines the social impact of harassing behavior in the workplace along with historical development of Law and legal decisions. A review and analysis of the Gateway Group One anti-harassment policies are included along with the awareness of how sexual harassment and discrimination affects the workplace, its employees, vendors, visitors and internal management. Through interactive self-tests, discussions and case study analysis, participants recognize the impact on both

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individuals and organizations caused by harassing behavior in the workplace. Promotion of a comfortable, safe and appropriate work environment is the end result. The program is enhanced with videos, role-plays, self-quizzes, and interactive group discussion. Topics covered in this training are:

- Understanding the definitions of sexual harassment, sex discrimination, quid pro quo and hostile environment
- Some mistakes made by business decision makers
- Development of the laws: the changing climate
- Stereotypes and Assumptions
- Conditioning and Traditions
- Responding effectively to those who are culturally different – differences vs. values, language and cultural identity
- Using interpersonal skills and empathy to accommodate the needs of others
- Progressive Discipline

SEC 109: Report Writing E-Learning Course

This block of instruction is designed to provide the employee with the skills needed to write a professional report. This is accomplished by reviewing basic writing skills and using these skills to complete the Gateway Incident Report. This block of instruction is divided into two modules; Basic Report Writing Skills, and the Gateway Group One Incident Report. Some of the topics covered in this instruction are:

Basic Report Writing Skills

- Types of Reports
- The Importance of Taking Proper Notes
- The Building Blocks of Report Writing; Who, What, Where, When, How and Why
- Basic Rules of Report Writing
- Common Problems in Report Writing
- Grammar and Spelling

Gateway Group One Incident Report

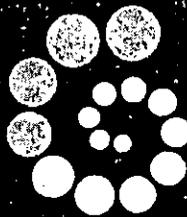
Gateway Incident Report Policy
Gateway Incident Report
Gateway Incident Report Log
Management Statistics
Scenario Based Incident Report Completion

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MAN 200: Gateway Group One Management Development Program - 16 Hours

The following program was developed specifically to address the needs of Lead Officers, current site supervisors and high-potential security officers. High-potential security officers must be recommended by their supervisor to attend this program. The program consists of eight two-hour instructor lead classes held biweekly over a period of two months. Upon successful completion of all eight classes the student is awarded a Frontline Academy, Management Certificate. Each of the eight classes includes a college level PowerPoint lecture, a Gateway Group One specific practical activity and a quiz. The eight class topics are:

- Supervising in Uncertain Times
- The Managerial Functions
- Communications: The Vital Link in Supervisory Management
- Motivational Principles as Applied to Supervision
- Solving Problems
- Positive Discipline
- Supervisory Planning
- Supervising a diverse workforce

SEC 211: OSHA Workplace Hazard Awareness and Safety Awareness Training – 16 Hours

The purpose of the course is to provide a “Safe and Secure” workplace for Gateway employees,

Gateway’s client’s employees and Gateway’s client’s visitors. In addition to providing Safe and Secure workplace, the OSHA workplace hazard awareness and safety course has been shown to be very effective in reducing the costs that are related to workplace accidents and injuries, including liability and workmen’s compensation insurance costs. Topics in the OSHA workplace hazard and safety awareness training include:

- Walking and Working Surfaces
- Fire Protection
- Emergency Action Plan
- Flammable Liquids,
- Electrical Safety
- Blood Born Pathogens
- Hazard Communications
- Machine Guarding
- Lock Out Tag Out
- Construction Safety

SEC 106: First Aid, CPR and AED Awareness – 2 Hours

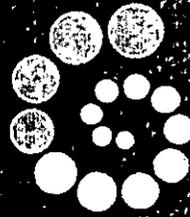
This block of instruction is designed to provide the employee with a basic understanding of First Aid, CPR and AED in a non-certification course. This instruction uses a combination of instructor led

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information and video instruction. Some of the topics covered in this instruction are:

- Certification Instruction vs. Awareness Instruction
- The Good Samaritan Act
- First Aid Video including treatment for; Bleeding and Wounds, Shock, Burns, Head and Spinal Injuries, Chest and Pelvic Injuries, Bone and Muscle Injuries, Sudden Illnesses, Poisoning, Bites and Stings, Heat and Cold Related Emergencies, and Rescuing and Moving Victims.
- CPR and AED Video including; Adult, Child and Infant CPR, Adult, Child and Infant Airway Obstruction, Automated External Defibrillation (AED) overview, AED Operation and AED Maintenance.

SEC 203: Certified First Aid, CPR and AED Training – 8 Hours

Gateway American Heart Association certified instructors provide certification courses in First Aid, CPR and AED for all employees and managers where certification is required.

The American Heart Association certification is a two year certification and is renewed bi-annually.

SEC 202: Blood Born Pathogen Training – 1 Hour

Blood Born Pathogen Training is included in the e-learning system as an optional course that can be offered to all employees. The E-learning Blood Born Pathogen Training is designed to meet the OSHA Training Institute's specifications for Blood Born Pathogen Training and can fulfill one hour of the OSHA 10 Hour General Industry Safety Course Certification. This training is recommended as a companion class to either the SEC 106: First Aid, CPR and AED Awareness training or the SEC 203 First Aid, CPR and AED certification training to instruct employees on universal blood born pathogen protection techniques in first aid situations.

Question #10:

Describe what technology you plan to use for training and quality assurance. What do you currently use?

Response:

In addition to the normal video and PowerPoint presentation technology Gateway uses a web based E-Learning and Learning Management System (LMS). The E-Learning/LMS provides employees with a twenty- four hour a day, three hundred and sixty five day a year, learning tool that provides both initial and refresher training on a wide variety of topics. One of the new additions to the E-Learning/LMS is a CCR refresher video on the functions of a PA CCR.

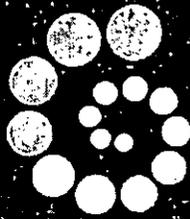
In addition to the Gateway Quality Assurance/Quality Control program, Gateway uses an Ethics Hotline where an employee can anonymously report via a toll free telephone number any workplace issue of concern to that employee. All Ethics Hotline complaints are investigated by the Gateway Office of Compliance and Professional Standards and the results are incorporated into both management practices and remedial training.

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Question #11:

Unipro Uniforms, Leonard Communications Inc. and Customer Service Experts are not certified M/WBEs by the Port Authority of New York and New Jersey. Only Port Authority certified M/WBE receive credit toward M/WBE goals. M/WBE applications and the M/WBE Directory, Mini-Profile can be accessed at <http://www.panynj.gov/businessopportunities/supplier-diversity.html>.

Response:

We have advised our current vendors who are M/WBE to be certified with the port Authority of NY and NJ. They are in the process of doing so.

We hope our responses are adequate. If you need any further assistance, please feel free to contact me.

Thank you.

Sincerely,

Kurus J. Elavia
Chief Executive Officer
Gateway Security, Inc.



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Newark, NJ 07105
Phone: 973-465-8006
Fax: 973-465-2389
www.GatewayGroupOne.com

January 18, 2011

Ms. Priscilla Duncan
Port Authority of New York and New Jersey
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010

Re: EQIB No. 21266

Dear Ms. Duncan:

The purpose of this letter is to respond to questions posed by Mr. Lawrence Waxman in his letter dated January 14, 2011, a copy of which is attached.

Question 1: In accordance with the Bid Document, Part V – Specifications, Task C, Item 3, “Wages, Health and Supplemental Benefits” Section “D (2)”, provide independent supporting documentation, in writing and signed by an officer of your company, of the items i. through vii and documentation from Gateway’s health care provider that such benefits satisfy these enumerated items.

Response 1: Gateway retained the services of Chernoff Diamond & Co. LLC, 990 Stewart Avenue, Garden City, NY 11530 to assist in identifying a health benefit provider and plan that both met the requirements of the Bid Document and accomplishes the objectives of Phase 2 of the EQIB as expressed in Item C. “Brief Summary of the EQIB Process” and emphasized by Mr. Waxman during his closing comments at the conclusion of our Phase 1 presentation.

The attached document “Select Benefits Proposal for Gateway Security, Inc. provides a summary description of the plan coverage. As a point of reference, the Level III column is for employees that worked 131 or more hours in the previous month, meeting the 30 hour per week full-time threshold.

This letter should serve to confirm that the benefits proposed meet the requirements of EQIB 22166.

Question 2: Confirm in writing that there is no enrollment fee (charge) or membership/employee fee (charge) for employees covered under this health plan who will be performing work under this contract and that such employees will each be covered under said health benefits no more than thirty (30) days after start of work.

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Response 2: This letter should serve to affirm that there are no enrollment, membership or employee fees of any kind under this plan and that employees will be covered no more than thirty days after the start of work

Question 3: Provide a specific response to the following items:

Question 3a)

We have identified that Gateway may have undervalued the cost of health insurance. Explain the assumptions and methodology behind how Gateway elected to utilize the value it did for Average Health Benefits on the Calculation of Hours Rate forms, and confirm that the employers under this contract shall be provided Family Coverage, where applicable, as required in the solicitations.

Answer 3a)

We provided Chernoff Diamond with the Port Authority's specifications and asked them to identify a health benefit plan meeting the requirements of Part V – Specifications, Task C, Item 3, "Wages, Health and Supplemental Benefits" Section "D (2) – D (7)". They were asked to provide the lowest cost plan that met the specifications. Among the issues that they necessarily considered were uncertainties related to the mix of full and part-time employees, the mix of employee only and dependent coverage, the requirement to continue health benefits of substantially the same quality or better as those initially provided and the challenge to the Patient Protection and Affordable Care Act on constitutional grounds.

After considering more traditional medical plans similar to those currently offered only to employees, we concluded that the only cost competitive alternative was to propose the benefit package to be provided by Symetra Select Benefits.

Question 3b)

We have identified in the Calculation of Hourly Rate (the form) forms that you have submitted focusing on ITEM # 3 AVERAGE SUMMPLEMENTAL BENFITS (ITEMS NOT REQUIRED BY LAW), specifically Holiday allowance. Gateway may have undervalued its costs across the various required positions at all airports and for all contract years. Explain the assumptions underlying your valuation and confirm that employees will be provided the specified number of days you have indicated in each calculation of hourly rate form and the correct benefit value...

As an example, for the Supervisor position, holidays, number of days indicated by Gateway is 11 days. This monetary value stated in the form appears to be insufficient and may be undervalued by an estimated 35 center per hour per person.

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Answer 3b)

We have attached details of our computation of hourly holiday costs for the year 1. Gateway pays employees time and one half the regular rate for hours worked on holidays. Accordingly, we included only the half time premium portion of holiday pay on the holiday allowance line of ITEM # 3, Average Supplemental Benefits. The approach is also consistent with past experience during Port Authority average wage and benefit audits.

In closing, our frontline team members are the face of our organization. We have held them sacred for the past three decades. We discussed with our airport management long and hard the effects of a negative result in the EQIB process, understanding the grim economic reality in the job market. Our collective wisdom stated that gainful employment was of paramount importance to all frontline team members and management. Our mission was to be responsive to the to the language detailing the scope, wage and benefits and standards established in the EQIB document, responsible to our shareholders and stakeholders and, above all, continue the tradition of service excellence.

As routine Port Authority audits have demonstrated over the past 10 years. Gateway has a long history of contract compliance. I look forward to answer any further questions you may have regarding our submissions.

A handwritten signature in black ink, appearing to read 'Kurus J. Elavia', written over the typed name and title below.

Yours truly,

Kurus J. Elavia
Chief Executive Officer

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Gateway Security, Inc.
Computation of Hourly Holiday Allowance In Response to Item # 3, Average Supplemental Benefits (Items not Required by Law)

Year 1

| | JFK CCR | LGA CCR | SWF CCR | EWR CCR | JFK CCR Supervisor | LGA CCR Supervisor | COL CCR Supervisor | EWR CCR Supervisor |
|---------------|------------|-----------|----------|------------|--------------------|--------------------|--------------------|--------------------|
| Annual Hours: | | | | | | | | |
| Full-time | 121,230.00 | 81,875.00 | 5,260.00 | 208,962.00 | 18,710.00 | 11,826.00 | 14,140.00 | 37,449.00 |
| Part-time | 13,470.00 | 9,075.00 | 590.00 | 2,318.00 | 2,190.00 | 1,314.00 | 1,460.00 | 4,161.00 |
| Total | 134,700.00 | 90,950.00 | 5,850.00 | 211,280.00 | 21,900.00 | 13,140.00 | 15,600.00 | 41,610.00 |

Daily Hours (Annual / 365)

| | | | | | | | | |
|-----------|--------|--------|-------|--------|-------|-------|-------|--------|
| Full-time | 332.14 | 224.32 | 14.41 | 572.50 | 54.00 | 32.40 | 38.74 | 102.60 |
| Part-time | 36.90 | 24.86 | 1.62 | 6.35 | 6.00 | 3.60 | 4.00 | 11.40 |
| Total | 369.04 | 249.18 | 16.03 | 578.85 | 60.00 | 36.00 | 42.74 | 114.00 |

Number of Holidays Provided

| | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|
| | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 |
|--|-------|-------|-------|-------|-------|-------|-------|-------|

Annual Holiday Hours: (Daily Hrs x Number of holidays)

| | | | | | | | | |
|-----------|----------|----------|--------|----------|--------|--------|--------|----------|
| Full-time | 3,653.54 | 2,467.52 | 158.51 | 6,297.50 | 594.00 | 356.40 | 426.14 | 1,128.60 |
| Part-time | 405.90 | 273.46 | 17.82 | 69.85 | 66.00 | 39.60 | 44.00 | 125.40 |
| Total | 4,059.44 | 2,740.98 | 176.33 | 6,367.35 | 660.00 | 396.00 | 470.14 | 1,254.00 |

S/T Pay Rate

| | | | | | | | | |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Full-time | 13.48 | 13.00 | 12.92 | 13.11 | 17.29 | 17.15 | 17.29 | 17.36 |
| Part-time | 13.48 | 13.00 | 12.92 | 13.11 | 17.29 | 17.15 | 17.29 | 17.36 |

Holiday premium (50% of S/T rate)

| | | | | | | | | |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Full-time | 6.740 | 6.500 | 6.460 | 6.555 | 8.645 | 8.575 | 8.645 | 8.680 |
| Part-time | 6.740 | 6.500 | 6.460 | 6.555 | 8.645 | 8.575 | 8.645 | 8.680 |

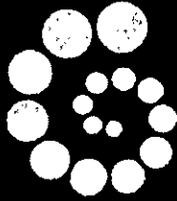
Annual Holiday premium pay

| | | | | | | | | |
|-----------|-----------|-----------|----------|-----------|----------|----------|----------|-----------|
| Full-time | 24,624.86 | 16,038.88 | 1,023.97 | 41,280.11 | 5,135.13 | 3,056.13 | 3,683.98 | 9,796.25 |
| Part-time | 2,735.77 | 1,777.49 | 115.12 | 457.87 | 570.57 | 339.57 | 380.38 | 1,088.47 |
| Total | 27,360.63 | 17,816.37 | 1,139.09 | 41,737.98 | 5,705.70 | 3,395.70 | 4,064.36 | 10,884.72 |

Holiday premium pay/hour (premium pay/annual hours):

| | | | | | | | | |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Full-time | 0.203 | 0.196 | 0.195 | 0.198 | 0.261 | 0.258 | 0.261 | 0.262 |
| Part-time | 0.203 | 0.196 | 0.195 | 0.198 | 0.261 | 0.258 | 0.261 | 0.262 |
| Total | 0.203 | 0.196 | 0.195 | 0.198 | 0.261 | 0.258 | 0.261 | 0.262 |

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SECURITY INC.

January 24, 2011
Via Email Lwaxman@panynj.gov
And Overnight FedEx

Attn: Mr. Lawrence Waxman
Procurement Manager
Procurement Department
The Port Authority of NY & NJ
1 Madison Avenue, 7th Floor
New York, NY 10010

Re: Request for Additional Information and Required Supporting Documentation

Reference: CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT - EQIB COLLECTIVE NO. 21266

Dear Mr. Waxman:

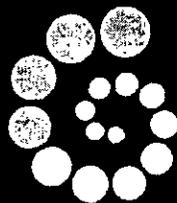
The purpose of this letter is to respond to the questions posted in your letter dated January 21, 2011. Our response is as follows.

Questions 1. Please confirm that incumbent employees shall suffer no diminution in wages;

In the context of Gateway Security Inc. 's (Gateway) highly competitive bid, confirm Gateway's understanding that there shall be no additional compensation by the Port Authority of New York and New Jersey (Port Authority) to Gateway either directly or indirectly for any anticipated and/or unanticipated factors. In the event a Contract is awarded, the only adjustments shall be those, which are specifically, stated in Part I, Section 5. Entitled "Escalation" in the Contract.

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Response 1. We confirm that incumbent employees who elect to continue employment and meet our requirements and values set forth in this contract will suffer no diminution of wages. We shall seek NO additional compensation directly or indirectly for any factors and the only adjustments will be those stated in Part I, Section 5. Entitled "Escalation" in the Contract.

Question 2. Gateway's attention is called to page 8, Part 1. Information For Interested Companies, paragraph J. entitled "Union Jurisdiction" and page 7 of 27 of the Standard Contract Terms and Conditions, Article 9, entitled "Harmony". It is Gateway's obligation under this Contract to maintain labor harmony as well as to provide notice to the Port Authority of "any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof." Confirm that Gateway has assessed the impact of its bid and any change in compensation or benefits reflected therein on its employees and that Gateway has incorporated the cost to maintain labor harmony in light of these changes with existing and/or replacement labor organizations under this contract.

Response 2. Gateway has in our previous two contract terms maintained "Harmony" with all of its diverse collective bargaining units and intend to continue in this tradition. We have on our team an in-house general counsel and a NY/NJ collective bargaining unit specialist with thirty years of bargaining experience who will manage this process diligently. We confirm that we understand and recognize the requirements under Article 9. As stated in my last response we have responded to this EQIB with great responsibility towards our stakeholders, shareholders and the Port Authority of New York and New Jersey.

We look forward to serving your organization and our shared asset "The Passengers" who we serve with pride and excellence.

Sincerely,

Kurus J. Elavia
Chief Executive Officer

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February 1, 2011

Mr. Lawrence Waxman
Procurement Manager
Port Authority of New York and New Jersey
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010

Re: EQIB No. 21266

Dear Mr. Waxman:

The purpose of this letter is to respond to questions posed by in your letter dated January 31, 2011, a copy of which is attached.

Question 1: Your bid will result in an hourly billable approximately three dollars (\$3.00) per hour less than you bill the Port Authority now. Please describe where you have been able to achieve the cost savings that will be passed on to the Port Authority.

Response 1: Generally, direct hourly wages are \$1.35 less than inflation adjusted wage rates dictated by contract number 46000006023. This difference is compounded since holidays, vacations, personal time, relief and roll call, payroll taxes and insurance all are driven by the direct hourly wage. We also were able to reduce the hourly cost of health insurance, from \$2.10 per hour currently, to \$1.00 per hour in our proposal, by restructuring our plan to provide only the benefit levels required by the EQIB.

Note also that the actual current cost of health benefits exceeds that budgeted in our previous contract. Under the contract, wages, health and other supplemental benefits are aggregated when measuring contract compliance, so direct wage shortfalls are offset by health cost overruns.

Question 2: In the context of this lower hourly billable rate, how does Gateway plan to maintain the same level, quality and provision of service as the existing contract?

Response 2: Gateway has managed the CCR program since its infancy. The recruitment, screening, training, scheduling and deployment of field CCR's is a skillset that has been continuously improved. Further, no turnover is expected among managers, assistant managers, and little or no turnover is expected among supervisors. Today's labor market is drastically different than it was 5 years ago. The Port Authority obviously recognized that reality when specifying the minimum hourly direct wages since the minimums specified were a dollar or more below current actual wages.

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Newark, NJ 07105
Phone: 973-465-8006
Fax: 973-465-9380
www.GatewayGroupOne.com

Question 3: Provide a summary of the health coverage provided to employees under the existing contract and the current cost for such coverage.

Response 3: As noted above, health benefits in our current contract were projected to cost \$2.10 per hour. Until October, 2010, benefits at LaGuardia, JFK and Stewart were provided through the union welfare fund at a cost of \$399.00, or \$2.30 per hour for a 40 hour full time employee. In October, employees at JFK were enrolled in Gateway's United Healthcare "Core Plan" costing \$400.65 per month (\$2.31). Newark employees have been enrolled in Gateway's United Healthcare "Premier Choice Plan", with monthly premiums of \$527.10 per month, or \$3.04 per hour. The above premiums reflect employee only coverage. Monthly premiums for family coverage would be roughly triple the employee rate based on 2010 rates.

The projected cost of continuing these programs, especially with family coverage to be provided at no cost to employees and with restrictions on plan changes throughout the contract, made the proposed limited plan best suited to meet the Port Authority's low cost objective.

Exhibit A attached provides a summary comparison of current plans.

Question 4: Provide Gateway's "plan for retaining current employees for this contract" in the transition from the existing contract to the new contract and advise if any turnover is expected.

Response 4: Proposed wage and benefit rates are adequate to recruit and retain a qualified team of employees. Our proposal contemplates the prospect that CCR turnover rates may approximate 30%. In mid-2007, when coverage was increased dramatically, we successfully recruited, trained and deployed a similar number of CCR's within a few months.

We recognize that we are not precluded from paying more than the proposed wage rates and will do what is necessary to assure a smooth transition.

Question 5: Pursuant to Section 7, Entitled Wages, Health and Supplemental Benefits, subsection (d) 2), Gateway is required to provide prenatal services as part of its Health Benefits. The health insurance information provided does not state that employees and their families will receive prenatal services. Please provide proof that prenatal services will be provided to all full time employees.

Response 5: Exhibit B attached was forwarded by our benefit consultants from the provider. The response makes it clear that prenatal services are included.

Question 6: Please also confirm that \$1/hr. quoted for health coverage will cover an entire family, regardless of size.

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www.GatewayGroupOne.com

Response 6: Health coverage is provided to families regardless of size. As also indicated in Exhibit B, family coverage is provided. Family size is considered by the insurer in their actuarial assumptions.

Finally, we acknowledge and understand the Standard Contract Terms and Conditions for this solicitation, Section 6, entitled "Rights and Remedies of the Port Authority".

Yours truly,

Kurus J. Elavia
Chief Executive Officer

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Exhibit B

Richard Arnesman

From: CHRISTINE MCCARTON [cmccarton@chernoffdiamond.com]
Sent: Monday, January 31, 2011 6:36 PM
To: Richard Arnesman
Cc: FRANK AIOSA; Kurus Elavia; Idellemo@gatewaygrouponline.com
Subject: RE: Gateway

Rich -

Below is the confirmation from Symetra of the pre-natal benefits being covered under the plan and confirmation of family coverage.

Please advise if you need anything further.

Thank you.

Christine

Christine McCarton
Principal
Chernoff Diamond & Co., LLC
990 Stewart Avenue
Garden City NY 11530
516-247-3337 Phone
516-683-6163 Fax
cmccarton@chernoffdiamond.com

-----Original Message-----

From: Hendrickson, Jon [mailto:jon.hendrickson@symetra.com]
Sent: Monday, January 31, 2011 5:33 PM
To: CHRISTINE MCCARTON
Cc: FRANK AIOSA
Subject: RE: Gateway

Dear Christine & Frank,

Pre-natal office visits have always been covered under the Office Visit Benefit. If preventative, it would be covered under the separate Preventative benefit. Thought we had addressed this earlier in my 1/10/2011 plan revision, which I attached so you don't have to look for it.

The composite rate covers single as well as family covered participants.

Jon Hendrickson





THE PORT AUTHORITY OF NY & NJ

October 25, 2010

VIA EMAIL kjelavia@gatewaygroupone.com

Attn: Mr. Kurus J. Elavia, CEO
Gateway Security, Inc.
604-608 Market Street
Newark, NJ 07105

*Lillian D. Valenti
Director, Procurement*

RE: CUSTOMER CARE REPRESENTATIVE SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK), LAGUARDIA (LGA), NEWARK LIBERTY INTERNATIONAL (EWR) AND STEWART INTERNATIONAL (SWF) AIRPORTS; EQIB # 21266; Questions and Clarifications, Presentations

Dear Mr. Elavia,

Thank you for submitting your response to the above referenced EQIB. We would like to invite you and key staff that will be assigned to this operation, including the proposed Contract Representative and Contract Managers for a discussion of your proposal and a question and answer period to be held on Wednesday, October 27, 2010 at 9:30 am till 11:00 am at 225 Park Avenue South NY NY, 9th Floor room 930. You must have a picture I.D. (preferably your company I.D.) to enter the premises. Please submit all attendees' names and titles to me via email mvillane@panynj.gov by Tuesday (10/26/10) Noon. Your presentation should take approximately one hour and a half including questions and answers and closing statements.

Please find attached questions and clarifications regarding your EQIB response. The format for the questions and clarifications is to state the questions and clarifications first then state the answer directly after. Your response to these issues will help make a determination on our evaluation.

We ask that you bring one original and 10 copies of the presentation documentation.

This request should not be construed as a limitation on the information that the Port Authority may request in the course of evaluating your proposal.

Please contact Priscilla Duncan on (212) 435-3946, if there are any further questions.

Very truly yours,


Priscilla Duncan

Principal Contract Specialist
Technology and Operational Procurement Services Division
Procurement Department

*One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427*

Questions and Clarifications:

Provide your succession Plan.

Address staffing as it applies to the requirements of the EQIB and transition into the new contract.

Explain the intent of retaining the current work force and detail seniority and no diminution of wages.

If your plan is not to retain the current employees explain why.

How will you establish labor harmony?

Explain the extent of your experience with contracts requiring face-to-face interaction with the public and how those individuals are trained to achieve the goals of superior customer service.

Elaborate on your Customer Service Program and the Service Training Program and specifically, how the trainer provided to each of the Airports (JFK, EWR/SWF, LGA) to train all airport employees (as set forth in Section 20 of the Contract) will perform the requirements of the PA's Customer Care Training Program.

Will you be able to meet the vehicles requirements by start of Contract and, if not, what is your proposed plan?

Please address the foreign language requirements for the CCRs.

Describe in detail your customer service training for the CCR program (e.g. training modules and information about who will do/provide your training).

Describe what technology you plan to use for training and quality assurance. What do you currently use?

Unipro Uniforms, Leonard Communications Inc. and Customer Service Experts are not certified M/WBEs by the Port Authority of New York and New Jersey. Only Port Authority certified M/WBE receive credit toward M/WBE goals. M/WBE applications and the M/WBE Directory, Mini-Profile can be accessed at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>.



THE PORT AUTHORITY OF NY & NJ

January 14, 2011

Via Email kjelavia@gatewaygroupone.com
And Overnight Mail

Attn: Mr. Kurus Elavia, CEO
Gateway Security, Inc.
604-608 Market St.
Newark, N.J. 07105

Subject: Request for Clarification Information and Required Supporting Documentation,
Phase 2, 'The Bid'.

Reference: CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES
AND CUSTOMER ASSISTANCE AT JOHN F KENNEDY INTERNATIONAL AIRPORT,
NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND
STEWART INTERNATIONAL AIRPORT -EQIB COLLECTIVE NO. 21266

Dear Mr. Elavia:

We have begun to review your bid submission and have identified a few preliminary areas of concern that require clarification and supporting documentation. As we continue to review, we may have more questions and requests that will need to be answered. Please provide the following information in connection with the above referenced bid.

The requirement for the coverage under this agreement was different from the existing contract.

- 1) In accordance with the Bid Document, Part V – Specifications, Task C, Item 3, “Wages, Health and Supplemental Benefits” Section “D(2)”, provide independent supporting documentation, in writing and signed by an officer of your company, of enumerated items i. through vii and documentation from Gateway’s health care provider that such benefits satisfy these enumerated items.
- 2) Confirm in writing that there is no enrollment fee (charge) or membership/employee fee (charge) for employees covered under this health plan who will be performing work under this contract and that such employees will each be covered under said health benefits no more than thirty (30) days after start of work.

*One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 7000*



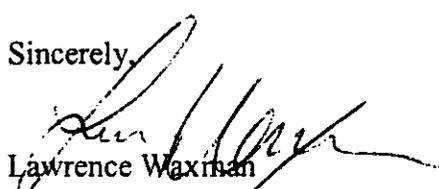
- 3) Provide a specific response to the following items:
- a) We have identified that Gateway may have undervalued the cost of health coverage. Explain the assumptions and methodology behind how Gateway elected to utilize the value it did for Average Health Benefits on the Calculation of Hourly Rate forms, and confirm that the employees under this contract shall be provided Family Coverage, where applicable, as required in the solicitation.
 - b) We have identified in the Calculation Of Hourly Rate (the form) forms that you have submitted focusing on ITEM # 3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW), specifically Holiday Allowance. Gateway may have undervalued its costs across the various required positions at all airports and contract years. . Explain the assumptions underlying your valuation and confirm that the employees will be provided the specified number of days you have indicated in each calculation of hourly rate form and the correct benefit value...

As an example, for the Supervisor position, holidays, number of days indicated by Gateway is 11 days. This monetary value stated in the form appears to be insufficient for 11 holidays and may be undervalued by an estimated 35 cents per hour/per person.

There is a concern that Gateway may have undervalued the total cost associated in its submitted bid. The bidder may not adjust its bid prices to reflect an increase due to undervaluing, underbidding or expect any monetary relief by the Port Authority to Gateway or any other entity under the contract (pending any award).

Provide the requested information via email to pduncan@panynj.gov by noon Tuesday, January 18, 2010, with a signed original hard copy to follow sent to the attention of Priscilla Duncan, Port Authority of New York and New Jersey, Procurement Department, One Madison Avenue, 7th Floor, New York, NY 10010 .

Sincerely,


Lawrence Waxman
Procurement Manager
Procurement Department



THE PORT AUTHORITY OF NY & NJ

January 21, 2011
Via Email kjelavia@gatewaygrouponone.com
And Overnight UPS Express Mail

Attn: Mr. Kurus Elavia, CEO
Gateway Security, Inc.
604-608 Market St.
Newark, N.J. 07105

Subject: Request for Additional Information and Required Supporting Documentation

Reference: CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT - EQIB COLLECTIVE NO. 21266

Dear Mr. Elavia:

We continued to review your bid submission and have identified additional areas in need of clarification. As we continue to review your submission, we may have more questions and requests.

Please provide a specific response to the following items, in connection with the above referenced bid:

1. Please confirm that incumbent employees shall suffer no diminution in wages;

In the context of Gateway Security Inc.'s (Gateway) highly competitive bid, confirm Gateway's understanding that there shall be no additional compensation by the Port Authority of New York and New Jersey (Port Authority) to Gateway either directly or indirectly for any anticipated and/or unanticipated factors. In the event a Contract is awarded, the only adjustments shall be those, which are specifically, stated in Part I, Section 5. entitled "Escalation" in the Contract.

2. Gateway's attention is called to page 8, Part 1. Information For Interested Companies, paragraph J. entitled "Union Jurisdiction" and page 7 of 27 of the Standard Contract Terms and Conditions, Article 9, entitled "Harmony". It is Gateway's obligation under this Contract to maintain labor harmony as well as to provide notice to the Port Authority of "any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof." Confirm

*Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 7000*



THE PORT AUTHORITY OF NY & NJ

that Gateway has assessed the impact of its bid and any change in compensation or benefits reflected therein on its employees and that Gateway has incorporated the cost to maintain labor harmony in light of these changes with existing and/or replacement labor organizations under this contract.

Provide the requested information via email to Lwaxman@panynj.gov by 9 A.M., Monday, January 24, 2011 with a signed original letter to follow sent to my attention at the Port Authority of New York and New Jersey, Procurement Department, One Madison Avenue, 7th Floor, New York, NY 10010 .

Sincerely,

Lawrence Waxman
Procurement Manager
Procurement Department



THE PORT AUTHORITY OF NY & NJ

January 31, 2011

Via Email kjelavia@gatewaygroupone.com
And Overnight UPS

Attn: Mr. Kurus Elavia, CEO
Gateway Security, Inc.
604-608 Market St.
Newark, N.J. 07105

Subject: Request for Additional Information and Required Supporting Documentation

Reference: CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT – EQIB COLLECTIVE NO. 21266

Dear Mr. Elavia:

We continued to review your bid submission and have identified additional areas in need of clarification. As we continue to review, we may have more questions and requests.

Please provide a specific response to the following items:

1. Your bid will result in an hourly billable approximately three dollars (\$3.00) per hour less than you bill the Port Authority now. Please describe where you have been able to achieve the cost savings that will be passed on to the Port Authority.
2. In the context of this lower hourly billable rate, how does Gateway plan to maintain the same level, quality and provision of service as the existing contract?
3. Provide a summary of the health coverage provided to employees under the existing contract and the current cost for such coverage.
4. Provide Gateway's "plan for retaining current employees for this contract" in the transition from the existing contract to the new contract and advise if any turnover is expected.
5. Pursuant to Section 7. Entitled Wages, Health and Supplemental Benefits, subsection (d) 2), Gateway is required to provide prenatal services as part of its Health Benefits. The health insurance information provided does not state that employees and their

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 7000



THE PORT AUTHORITY OF NY & NJ

families will receive prenatal services. Please provide proof that prenatal services will be provided to all full time employees.

6. Please also confirm that \$1/hr quoted for health coverage will cover an entire family, regardless of size.

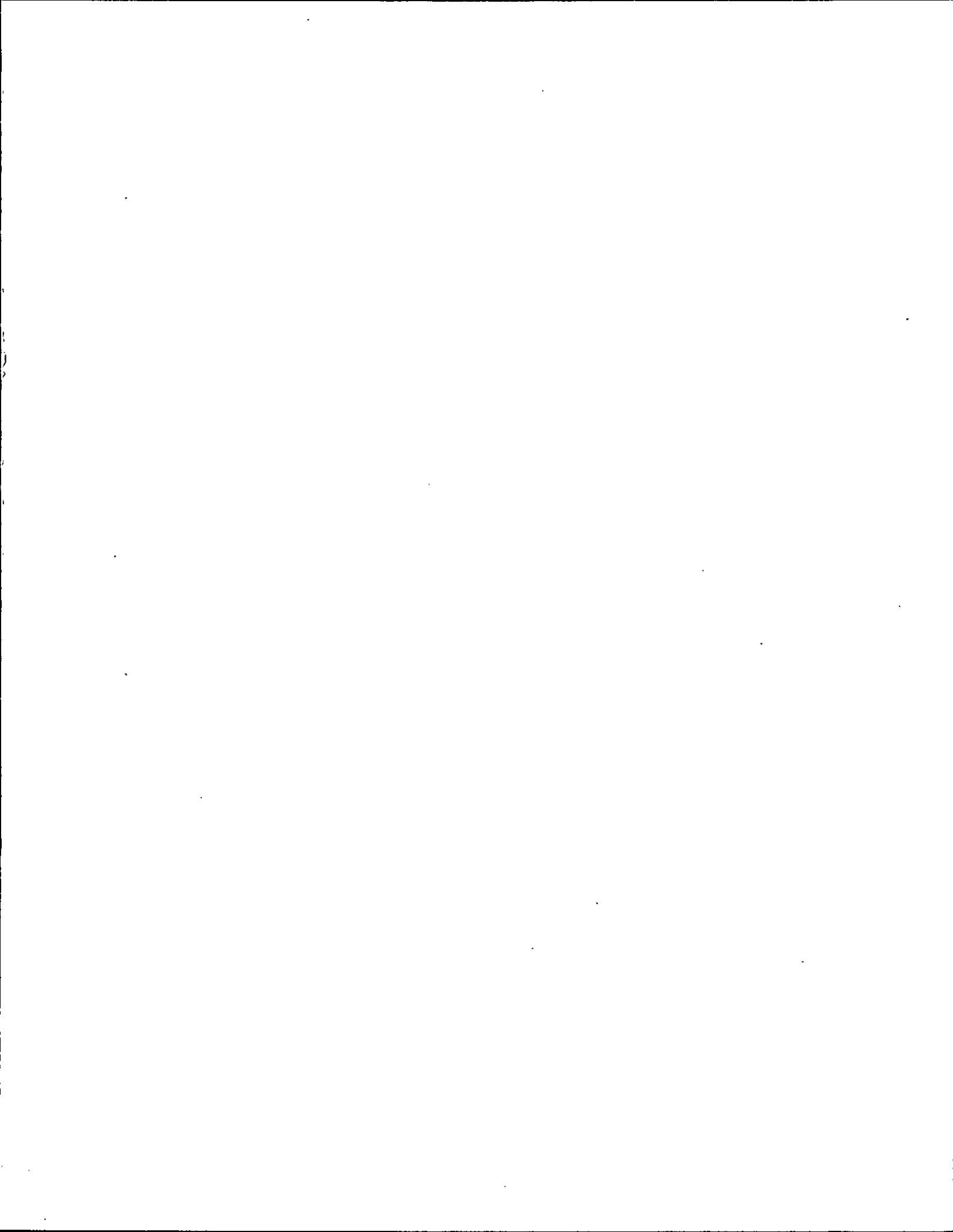
You are hereby directed to the Standard Contract Terms and Conditions for this solicitation, Section 6, entitled "Rights and Remedies of the Port Authority". The Port Authority will consider any request for additional compensation, other than what is provided for in the Contract, "a statement by the Contractor...indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract" and the Port Authority will treat such request as a breach of the Contract.

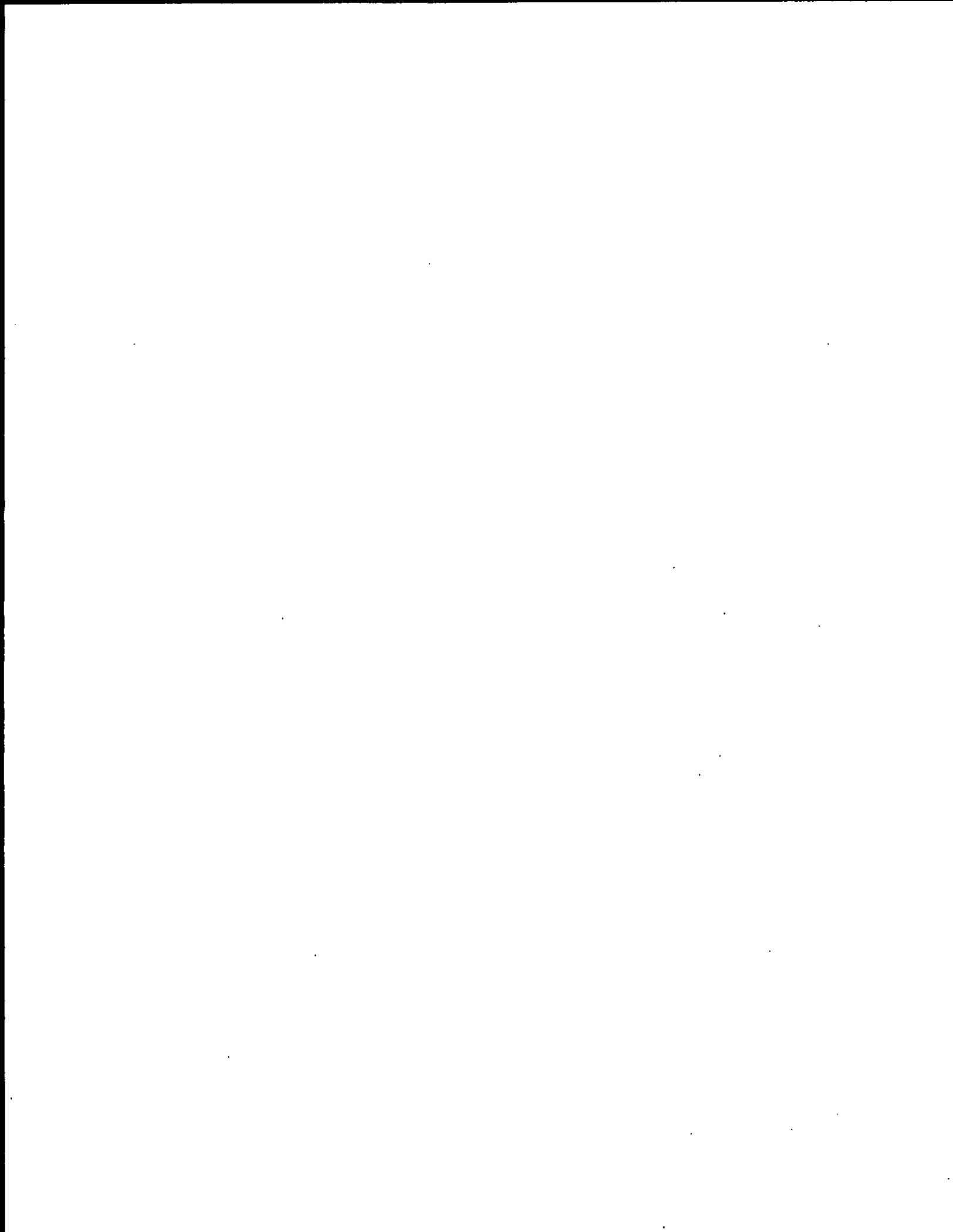
Provide the requested information via email to Lwaxman@panynj.gov by 3:00 p.m. Tuesday, February 1, 2011, with a signed original letter to follow sent to my attention at the Port Authority of New York and New Jersey, Procurement Department, One Madison Avenue, 7th Floor, New York, NY 10010.

Sincerely,



Lawrence Waxman
Procurement Manager
Procurement Department





**THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: 10/8/10

ADDENDUM #1

To prospective Respondents on EQIB # 21266 for CONTRACT TO PROVIDE CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT

Due back on October 13, 2010, no later than 2:00PM

Originally due on October 13, 2010 no later than 2:00PM

Changes to the solicitation are described in this addendum:

DELETE

Section 1. The item A 1. of the section entitled "Wages, Health and Supplemental Benefits"

a. Definitions:

"1. "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, including those holding the positions of Airport Security Agents, Lead Airport Security Agents, Central Security Station Guard/Identification Office Specialist, Tour Supervisors, Perimeter Intrusion Detection System Security Professional, Human Resources Manager, Human Resources Assistant, Office Managers, Assistant Project Managers, Project Managers and other administrative personnel performing such duties exclusively."

REPLACE it with the following:

1.a. Definitions

"1. "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, including those holding the positions of Customer Care Representative, Customer Care Representative Supervisor, Assistant Manager JFK, Assistant Manager EWR/SWF, Assistant Manager LGA, Manager JFK, Manager EWR/SWF, Manager LGA, Contract Representative and other administrative personnel performing such duties exclusively."

DELETE on page 8, Section 6. Audit, in its entirety and **REPLACE** with:

Section 6. Audit

The Port Authority has the unlimited right to audit any section, provision, detail or obligation under this contract with no restriction. The Contractor shall provide system access and reasonable assistance to the Port Authority's External and Internal Audit staff or its consultants in their performance of work under the contract, including producing specific requested information, extraction of data and reports.

PS11AII

The Contractor shall support requests related to audits of the agreement and administration tasks and functions covered by this Contract. The Contractor shall ensure that the same level of access is provided to the records of any subcontractor performing work under the Contract.

The Port Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor information "owned" by the Port Authority.

The Port Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this agreement. All Contractor records shall be kept and documents of subcontractors, if applicable. Such access shall be given or obtained during the term of the contract and for a period of three years after Final Payment to the Contractor, provided, however, that 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 his 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.

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 the Port Authority would have in the absence of such provision.

Unless otherwise approved by the Port Authority, all records required to be retained shall be kept at all times within the Port District and, during such time, the Contractor shall permit, (and shall cause its subcontractors to permit) during ordinary business hours, the examination and audit of such records and books of account by the duly authorized representatives of Port Authority. If Contractor receives approval from the Port Authority to keep any records related to this Contract outside of the Port District, the Contractor shall be responsible for the cost for transportation and accommodations and other related expenses for Port Authority representatives seeking access to such records and this cost shall be borne solely by Contractor.

DELETE on Page 9, under SECTION 7, Wages, Health and Supplemental Benefits, Subsection A.1) in the second paragraph, second sentence the following "for which an employee is paid" and **REPLACE** with "for which an Employee is paid".

DELETE on Page 10, under SECTION 7, Wages, Health and Supplemental Benefits, Subsection A.2) the following "the time an employee spends" and **REPLACE** with "the time an Employee spends".

DELETE on Page 10, under SECTION 7, Wages, Health and Supplemental Benefits, Subsection A.3) the following "to its employees for straight time" and **REPLACE** with "to its Employees for straight time".

DELETE on Page 11, under SECTION 7, Wages, Health and Supplemental Benefits, Subsection A.10) the following "cash, but including" and **REPLACE** with "cash, including".

DELETE on Page 11, under SECTION 7, Wages, Health and Supplemental Benefits, Subsection B, in its entirety and **REPLACE** with:

Supplemental Benefits including but not limited to holiday, sick time and vacation time that are payable in one year but not paid until the following year are allowed to be included in the computation of benefits until they are paid.

For example: Assume an Employee begins working for the Contractor on January 1, 2011. Although the Employee earns 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The Employee finally takes his/her vacation in February 2012. The Employee's vacation benefits earned in 2011 but were never paid. Therefore, the Contractor may not include the Employee's vacation benefits in the computation of Supplemental Benefits until 2012 when it is actually paid. If the Employee is permitted to take vacation in 2011, but chose not to do so until 2012, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2011.

DELETE on Page 12, under SECTION 7, Wages, Health and Supplemental Benefits, the following section of Subsection D:

Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) no less than Health benefits set forth herein and reduced to a dollar amount in the Calculation of Average Hourly Rate Form. Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

and **REPLACE** with:

Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) no less than Health Benefits set forth herein and reduced to a dollar amount in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and the Health Benefits shall be subject to the requirements as set forth below.

DELETE on Page 13, under SECTION 7, Wages, Health and Supplemental Benefits, the following from the first sentence of Subsection E "not less than Supplemental Benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements"

and **REPLACE** with "not less than the Supplemental Benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental Benefits shall be subject to the requirements".

DELETE on page 14 under Section 7 entitled "Wages, Health and Supplemental Benefits" subsection G in its entirety and replace with:

G. It is understood that it is the Contractor's obligation to pay or provide at least the Minimum Direct Salary and Minimum Hourly Wages as set forth above and the Average Hourly Direct Wages, the Supplemental Benefits and Health Benefits as set forth in the Calculation of Average Hourly Rate Forms and accepted by the Port Authority. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Cost Proposal, Pricing Forms and Calculation of Average Hourly Rate Forms submitted by the Contractor allow the Contractor to pay or provide its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the minimum amounts herein before described. The Contractor's entries on the Calculation of Average Hourly Rate Forms for Average Hourly Direct Wages, Average Health Benefits and Average Supplemental Benefits that are accepted by the Port Authority shall become requirements under this Contract and the Contractor must maintain the Averages quoted (and adjusted, if adjustments are provided for under the Contract) at all times.

DELETE on page 15 under Section 7 entitled "Wages, Health and Supplemental Benefits", the following from the last sentence of subsection J "the level of detail specified in Exhibit 1" and replace with "the level of detail specified in Exhibit 1 and if a certified statement identifies an underpayment, the Contractor shall immediately pay the shortfall amount to the affected Employees, and provide proof of such payment to the Port Authority."

DELETE in Attachment B Part III the title page "Part III SAMPLE BID PRICING FORMS FOR INFORMATIONAL PURPOSES ONLY" and **REPLACE** with:

Part III SAMPLE BID PRICING FORMS, COST PROPOSAL AND CALCULATION OF AVERAGE HOURLY RATE FORMS

THESE FORMS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – ACTUAL FORMS PROVIDED TO PHASE 2 PARTICIPANTS MAY DIFFER.

A Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements of the contract if the proposal and phase 2 bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

DELETE on page 16 under Section 7 entitled "Wages, Health and Supplemental Benefits" the following from subsection K "as accepted by the Port Authority. Acceptance (the "employee payments")," and **REPLACE** with "as accepted by the Port Authority (the "employee payments"),".

PLEASE NOTE:

Please be advised that there will be a public bid opening only for Phase 2 of this process at a date to be determined after Phase 1 is complete. An addendum will be posted on the Port Authority's Web site stating the public bid opening date. Please visit our Web site at www.panynj.gov regularly after Phase 1 is due for further information.

The following information is available in response to questions submitted by prospective Bidders/Proposers. The responses should not be deemed to answer all questions, which have been submitted by Bidders/Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidders/Proposers, by submitting its bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidders/Proposers required by this Bid or Contract and the Bidders/Proposers agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

1. Q. Will the Port Authority provide the current monthly contract cost?

A. EWR - \$645,000

JFK - \$377,000

LGA - \$225,000

SWF - NONE- IT IS A NEWLY ADDED FACILITY

2. Q. Would the Port Authority identify who the current minority and women owned subcontractors are?

A. Unipro Uniforms, Newark, NJ - MBE

Leonard Communication, Schenectady, NY – WBE

Customer Service Experts, Annapolis, MD - WBE

3. Q. Are the security officers part of a Union? And if so, would the Port Authority please provide a copy of the current Collective Bargaining Agreement (CBA) to all offerors? Additionally, would the Port Authority please identify when the CBA expires?

A. This contract is for Customer Care Representative (CCRs) **not Security Guards**.

Communications Workers of America (CWA) Local 1032 currently represents the CCRs at EWR.

CWA, Local 1032

Mickey Santiago, Representative

290 Ferry Street

Newark, NJ 07105

The current union for the CCRs at LGA and SWF is United Service Workers Union (USWU) Local 74.

USWU, Local 74

Anna Kubas, Representative

24-09 38th Avenue

Long Island City, NY 11101

The Port Authority does not have copies of these agreements, nor does it know the expiration dates.

Note: JFK's Union Agreement with USWU was terminated earlier by the CCRs, effective 9/30/10, prior to the agreement expiration date. At this time JFK CCR's are not represented. They are currently in the process of voting for a new union.

4. Q. Would the Port Authority please provide a seniority list of the incumbent personnel to include dates of employment on the Port Authority contract, current position and full time/part

time status to allow offerors to accurately calculate vacation, sick time and personal time benefit eligibility based on tenure?

A. The Port Authority has attached a listing of all employees of incumbent personnel (dated 2/14/10) that lists employees by Airport, Position, Employee Number, Straight time Pay, Bi-Weekly Hours and Hire Date.

5. Q. Would the Port Authority please provide a current list of the incumbent personnel covered under the medical plan by category, family and single coverage?

A. The Port Authority does not possess this information.

6. Q. Would the Port Authority please provide the incumbent's employee turnover rate on the contract for 2009?

A. The turnover rates average less than 2%.

7. Q. Would the Port Authority identify to what percentage is the current incumbent staffed in relation to the required post hours? This information is necessary to determine the cost of recruitment and training for any staffing shortages.

A. The required post hours under the new contract are currently in place. However, the Contractor understands that Exhibit A "Required Post Hours" is subject to change as described in Section 24 'Customer Service Hours Increase/Decrease.'

8. Q. Would the Port Authority please identify what position required relief? Are any positions or posts self relieving?

A. All posts require relief. All restroom and 10 minute breaks are self relief, based on notification to supervisor. All posts require relief to cover meal periods. A relief is not required when a CCR takes personal excused time to use the restroom and to take the two separate 10 minute breaks during their eight hour tour of duty.

9. Q. Are the Customer Care Representatives allowed to take their breaks in terminal or must they return to the central location utilized for briefings?

A. CCRs are permitted to take their breaks within the terminal. However, as they are seen in public they must be available to answer any customer questions.

10. Q. Would the Port Authority please identify how many vehicles are currently being provided at each airport by the incumbent, as there appears to be a discrepancy in the solicitation between the specifications and the sample pricing sheets?

A. Current contract vehicle requirements

EWR – One (1), seven passenger minivan

Three (3), fifteen passenger vans

One, (1) fifteen passenger handicapped equipped van

LGA – One (1), seven passenger minivan

One (1), twelve passenger minivan

JFK – Two (2), seven passenger minivans

Two (2), fifteen passenger vans

One (1), fifteen passenger handicapped equipped van

New Contract requirements

EWR – One (1), five passenger hybrid SUV

Three (3), fifteen passenger vans

One (1), seven passenger handicapped equipped minivan

LGA – One (1), five passenger hybrid SUV

One (1), fifteen passenger van*

One (1), seven passenger handicapped equipped minivan

JFK – Two (2), five passenger hybrid SUV

Two (2), fifteen passenger vans

One (1), seven passenger handicapped equipped minivan

*Price sheet should reflect one (1) fifteen passenger van for LGA. Note at this time the sample price sheets are for illustration purposes only. Companies deemed qualified will receive formal price sheets.

11. Q. The EQIB allows for 30 day transition from contract award date to start of service. What type of considerations will there be to acquire customized vehicles, such as the handicap van, which van take 7-10 weeks for delivery?

A. Respondents shall submit a transition plan. The Port Authority will be flexible; however, the contractor is responsible to have vehicles at the start of Service.

12. Q. Would the Port Authority please provide the average mileage each vehicle is uses in a year by airport?

A. Port Authority does not have this information.

13. Q. There are a number of vehicles required to support the contractual requirements. Are these vehicles used to only transport contractor employees? Or are they also utilized to transport Port Authority and other vendor employees?

A. They are to be used for contractual purposes only. This would include transporting contractor employees to their posts as well as providing transportation to customers as directed by Port Authority representatives. They are not used to transport Port Authority or other Vendors employees.

14. Q. Is there a special license required for individuals to operate the 15 passenger van beyond a standard driver's license?

A. No.

15. Q. Will the Port Authority identify how many radios and the type of radios that are required for each airport?

A. EWR – 83 Motorola CP 200 radios for the CCRs

LGA – 37 Motorola radios

JFK – 105 Motorola radios – 99 for CCR (CP200) and 6 for CCR Supervisors (HT750)

SWF – New facility

However, other types of radios can be explored.

16. Q. Will the contractor be required to install repeaters for the radios each airport? And if so, how many repeaters are required for each airport?

A. Repeaters already exist at each airport. However, if a repeater requires replacement, that is to be discussed with the Port Authority for its approval.

17. Q. In Part I, Contract Specific Terms and Conditions, Section 30, there are a number of training requirements identified. However, basic first aid and other first responder training such as AED and CPR are not included. Does the Port Authority expect for the Customer Care Representative staff to be able to provide basic first aid and other first responder services and if so, is this training contractor provided?

A. The Port Authority Police are the first responders.

18. Q. During the site visits, it was indicated that the contractor for the CCR program is also responsible for training Port Authority and other vendor employees on customer service. Is this

training conducted by supervisors during their normal shifts or is it conducted in a classroom environment?

A. The Trainers are listed in Exhibit A, Daily Post Hours Charts, pg. 6 for the Central Office Location (COL) but are assigned to JFK, LGA and EWR/SWF. The Customer Care training takes place during scheduled SIDA classes at each of the airports in a classroom environment. There is also training classes that are arranged with a variety of our airport partners and companies that do business on our airport at various locations including off-airport sites. This training is provided free of charge to all airport partners.

19. Q. Would the Port Authority please identify what percentage of the current security force requires training to meet contract requirements?

A. This is a CCR workforce not a security force contract. Currently 100% of the Customer Care Contract work force requires training. There is regular recurrent training.

20. Q. There are several references to security training or security awareness training throughout the solicitations, both in Part I, Contract Specific Terms and Conditions and in Section 8, Phase 1 Submission Requirements, Sub-Section F. Both the States of New York and New Jersey have regulations outlining the standards for security personnel that all organizations must adhere to for training. Is it the intent of the Port Authority that the contractor meet both New Jersey Security Officer Regulation Act (SORA) and New York State security officer training requirements?

A. No.

21. Q. Section 8, Phase 1 Submission Requirements, Sub-Section F requires offerors to outline their OSHA safety training. Would the Port Authority please clarify the OSHA requirements of the contract?

A. The Port Authority is looking for what the Respondent has or does not have in the field of OSHA training.

22. Q. Would the Port Authority please provide the amount of the last two year's worth of liquidated damages assessed by the Port Authority for the incumbent?

A. Airport Assistance:

EWR – No information available

LGA – Approximately \$500

JFK – Approximately \$3,500

SWF –Newly added facility

23. Q. Does the Port Authority require each vendor/contractor to have a Port Authority service permit to operate on site? Will there be any considerations given to allow the successful offeror to start service while the permit application is being processed?

A. There are no permit requirements under this service contract.

24. Q. The Port Authority has provided data results from the customer service satisfaction survey, mystery shopper summaries and scorecards from 2007. Will the Port Authority please provide the 2009 data to allow offerors an opportunity to assess the current program and identify opportunities for improvement.

A. That information is not available.

25. Q. During the site visit, the Port Authority discussed that the Customer Care Representatives are occasionally held over to assist during times of inclement weather and other emergencies. Are additional hours of service provided during the hold over periods billable at the 120% of the hourly charge rates as well?

A. Under Part I Contract Specific Terms and Conditions, Section 24, 'Customer Care Hours increase/Decrease' the Port Authority can request additional hours on at least two (2) hours notice and shall be billed at the hourly Charge for each category of service. If the Contractor is

notified for additional hours on less than two (2) hours notice then the Port Authority is billed at the "Overtime Hourly Rate" of 120% of the Hourly Charge for each level of service.

26. Q. Will the Port Authority provide the 2007, 2008 and 2009 historical data of additional/temporary hours?

A. Airport Assistance:

EWR – 2007 – not available; 2008 – not available; 2009 – 4,476 hours

LGA – 2007 – 250 hours; 2008 – 325 hours; 2009 – 450 hours

JFK – 2007 – 11,550 hours; 2008- 9,189 hours; 2009 – 910 hours

SWF – New Facility

27. Q. The pay rates identified in the existing contract differ dramatically from the EQIB. Will the Port Authority please confirm what the current rates of pay are for each position at each airport?

A. The current contract had a fixed costs 3-year base and one 2-year option.

CPI increases took place at the start of the 2-year option.

**CURRENT MINIMUM COMBINED AVERAGE HOURLY WAGE AND
SUPPLEMENTAL BENEFITS PER HOUR**

EWR - CCR - \$25.80/hour

CCR Supervisor - \$28.56

LGA - CCR - \$25.64/hour

CCR Supervisor - \$28.37/hour

JFK - CCR - \$25.64/hour

CCR Supervisor - \$28.37/hour

SWF - CCR - \$25.80/hour

CCR Supervisor - \$28.56/hour

28. Q. Will the Port Authority allow offerors to make an appointment to review the existing contract in more detail?

A. As stated in the EQIB in part 1. "Information for Interested Companies" section M entitled "Available Documents" on page 9 you may make an appointment with Ronnie Bendernagel to view the existing contract by calling 718-244-4453.

29. Q. Will the Port Authority allow additional questions by the offerors during Phase 2?

A. To be Determined at that time.

30. Q. Would you please provide the current vendor contact information for the company supplying the radio equipment (Section 34)?

A. Jan Communications, Pennsauken, NJ

31. Q. What are the specific FCC licensing requirements necessary for the job?

A. An FCC License is required to operate on the CCR radio frequency which is held by the current contractor. In the event a new vendor is awarded the contract, the transfer of that license is coordinated between the two entities. Whomever holds the contract is responsible for keeping the FCC license current.

32. Q. Is parking available for the employees? If not, please specify the costs for employee parking in all airport in this job.

A. LGA - CCRs currently park in LGA's Employee Parking Lot at a cost of \$80 per month per employee. Currently 15 CCRs park in the Employee Lot and the current contractor picks up the cost. In addition, the current contractor pays a portion of the cost for bus transportation to the Central Terminal Area, a minimal cost. The bus transportation contract is through LAAMCO (LaGuardia Airport Airline Management Council).

JFK - Parking is available for employees near their office at no cost currently at the discretion of the Airport General Manager.

EWR - Parking is provided for employees at or near their office at no cost.

SWF - Available at no cost

33. Q. Is an office available? If not, what are the costs involved?

A. Office space with electricity is available at LGA, JFK and EWR. SWF offices are not required at this time under the contract.

34. Q. Are we required to hire any of the current CCRs? If so, would they be grandfathered? Would you please provide a list of their dates of hire?

A. While not a requirement, your plan for retaining current employees and ensuring that the same employees who performed the same and/or similar roles under the previous Port Authority contract suffer no diminution in wage rate under the new contract will be evaluated. (Part 1, Section 5. "Evaluation Criteria of Qualification Information Required to be Eligible to Bid," A. Management Approach, 4th bullet). Dates of hire are included in the employee listing attached.

35. Q. Is the HR/HR Assistant included as part of the "management fee"?

A. Yes. For each position, an "Annual Salary Position Form" should be filled out.

36. Q. Is any other equipment required besides the vehicles? If so, what are the quantities?

A. Required equipment is listed in the contract document.

37. Q. Can the trainers for the CCRs rotate among the airports or are trainers required for each airport?

A. Trainers are split between EWR/SWF and JFK/LGA.

38. Q. Under the section titled 'Training Provided by the Contractor,' we noticed that there are approximately eight (8) working days in durations, five (5) of which shall be in the classroom and three (3) on the job for CCR and CCR Supervisor training. Will there also be required training for the Welcome Center? (Part I, Section 30.c., pg. I-40)

A. Duties within the Welcome Center are contained under Section 30 and will be also be covered during on-the-job training.

39. Q. Under the section titled 'Radios' it states that the contractor must supply radios upon the request of the Port Authority. Does it mean there is not a requirement to supply radios upon the award of this contract? (Part I, Section 34, pg. I-46)

A. Radios are a requirement of the Contractor.

40. Q. Due to demand and factory production of Hybrid units, would the PANYNJ consider a unit equipped with an E-85 FLEX-Fuel engine? (Exhibit C & Exhibit D)

A. E-85 fuel is not available at any of the airport facilities; therefore, the Port Authority will NOT consider this type of vehicle as an alternate.

41. Q. Will the PANYNJ provide no cost parking to the employees at JFK, EWR and SWF on this contract or should the bidder include the cost of employee parking in the management fee to the PANYNJ?

A. Transportation costs to and from the Airport is the responsibility of the Contractors employees. It is a business decision if the contractor wants to bear this cost.

42. Q. Will the PANYNJ provide no cost bus transportation to the airport employee parking lot at LGA or should the bidder include the cost of employee bus transportation into the management fee to the PANYNJ?

A. Currently, the contractor is paying for employee transportation to the parking lot.

43. Q. Can you please provide the plan design and carrier information for the health benefits approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term? Can you please provide the Employers Contribution for the above described health benefits? Is it possible to receive census data on the current employees covered under the health benefits program approved by the Authority and initially provided under this contract, throughout the duration of the contract? Is it possible to receive enrollment data such as number of participating employees and participating coverage by tier?

A. See Part I Contract Specific Terms and Conditions section 7 entitled Wages, Health and Supplemental Benefits and as amended herein for the requirements under this Contract.

44. Q. Can you please provide the current health benefits provided to the current Contractors employees if they are different from those initially approved by the Authority? Can you please provide the Employers Contribution for the above described health benefits? Is it possible to receive census data on the current employees covered under the current health benefits program if different from the benefits approved by the Authority and initially provided under this contract, throughout the duration of the contract? Is it possible to receive enrollment data such as number of participating employees and participating by tier?

A. See Part I Contract Specific Terms and Conditions section 7 entitled Wages, Health and Supplemental Benefits and as amended herein for the requirements under this Contract.

45. Q. What are the current Supplemental Benefits provided to the employees of the current Contractor? What are the details of these benefits (example: How many days of vacation/sick

leave, what holidays are observed, Dental, how much life insurance, if any). What are the Employer and Employee Contributions for each of the Supplemental Benefits if applicable?

A. See Part I Contract Specific Terms and Conditions section 7 entitled Wages, Health and Supplemental Benefits and as amended herein for the requirements under this Contract.

46. Q. Can the Port Authority please clarify what document will take precedence over the contract with regard to wages and benefits, the Collective Bargaining Agreement (CBA) or the solicitation document?

A. The contract is between The Port Authority and the Contractor. If a CBA is entered into between the Contractor and that party, that is a business decision of the contractor of which the Port Authority shall bear no burden of responsibility.

47. Q. Can the Port Authority confirm whether or not the Contract may use its discretion in providing relief as long as all posts are covered?

A The contractor makes that determination. Port Authority focus is on ensuring that the posts are covered.

48. Q. Part I, page 37, (f): can the Port Authority provide a comprehensive list of languages for the purposes of fulfilling the 50% language requirement?

A. Under the current Contract, the following languages are spoken:

English, Spanish, French, Creole, Hindi, Gujardi, Urdu, Punjab, Chinese, Polish, Russian, Arabic, Mandarin, Ukrainian, Italian, Japanese, Bulgarian, Greek, Portuguese, Romanian, Tagalog, Ibo, Akan, Cantonese and Bengali

49. Q. Part I, page 38, refers to ability to obtain Port Authority issued identification cards for JFK and Newark Liberty International Airports. Can the PA advise how many employees will need to obtain same (historical for current contract if possible)?

A. JFK – Approximately 60 employees currently provide services in the Federal Inspection Service area.

EWR – All employees are required to obtain an airport identification card.

50. Q. Is there a responsibility to relieve CCRs for the ½ hour lunch breaks? If so, can you please describe how this is being accomplished and how many man hours are being expended per airport for this purpose?

A. The contractor is required to provide a relief person to cover meal periods. The contractor hires additional staff to cover meal periods at no additional cost to the Port Authority. The Port Authority doesn't know how many hours are expended by existing contractor for this effort.

51. Q. The required roll call location – can this be more than one location per airport or must it be one consolidated location for all staff?

A. One location only as supervisor must check to see that the contract employees are in uniform and get all the necessary information. Employees are then transported to posts by the contractor.

This communication should be initialed by you and annexed to your bid/proposal/submittal upon submission.

In case any bidder/proposer/Respondent fails to conform to these instructions, its submission will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

LAWRENCE WAXMAN, MANAGER

BIDDER'S/PROPOSER'S/RESPONDENT'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Priscilla Duncan, WHO CAN BE REACHED AT (212) 435-3946 or at pduncan@panynj.gov.

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay Rate | Total Hours | Hire Date |
|----------------------------------|--------|-----------------|---------------|-----------|
| Stewart Airport CCR | 107617 | \$ 13.00 | 16.00 | 11/27/07 |
| Stewart Airport CCR | 107620 | \$ 14.00 | 70.25 | 11/27/07 |
| Stewart Airport CCR | 107622 | \$ 13.00 | 56.00 | 11/27/07 |
| Stewart Airport CCR | 107757 | \$ 13.00 | 56.00 | 01/03/08 |
| Stewart Airport CCR | 109396 | \$ 12.00 | 23.25 | 03/27/08 |
| Total Stewart Airport CCR | | \$ 13.21 | 221.50 | |

| | | | | |
|---------------------------------|--------|-----------------|--------------|----------|
| Newark CCR Manager | 020213 | \$ 32.86 | 80.00 | 11/20/85 |
| Total Newark CCR Manager | | \$ 32.86 | 80.00 | |

| | | | | |
|------------------------------------|--------|-----------------|-----------------|----------|
| Newark CCR Supervisor | 001046 | \$ 18.50 | 80.00 | 04/10/97 |
| Newark CCR Supervisor | 001051 | \$ 22.75 | 80.00 | 04/10/97 |
| Newark CCR Supervisor | 001096 | \$ 16.50 | 80.00 | 02/16/95 |
| Newark CCR Supervisor | 001184 | \$ 22.75 | 80.00 | 04/01/98 |
| Newark CCR Supervisor | 001326 | \$ 18.50 | 80.00 | 10/14/99 |
| Newark CCR Supervisor | 001394 | \$ 16.50 | 80.00 | 02/17/00 |
| Newark CCR Supervisor | 001612 | \$ 17.00 | 54.00 | 09/07/00 |
| Newark CCR Supervisor | 001915 | \$ 16.50 | - | 07/18/00 |
| Newark CCR Supervisor | 001985 | \$ 16.00 | 52.00 | 08/06/01 |
| Newark CCR Supervisor | 001991 | \$ 16.50 | 80.00 | 08/20/01 |
| Newark CCR Supervisor | 001994 | \$ 18.50 | - | 07/31/01 |
| Newark CCR Supervisor | 002026 | \$ 18.50 | 80.00 | 02/16/95 |
| Newark CCR Supervisor | 021116 | \$ 18.50 | 80.00 | 08/19/01 |
| Newark CCR Supervisor | 021418 | \$ 17.50 | 64.00 | 10/07/02 |
| Newark CCR Supervisor | 021508 | \$ 18.25 | 80.00 | 01/13/03 |
| Newark CCR Supervisor | 021686 | \$ 17.00 | 64.00 | 05/19/03 |
| Newark CCR Supervisor | 021749 | \$ 17.00 | 80.00 | 08/13/03 |
| Newark CCR Supervisor | 022085 | \$ 17.50 | 80.00 | 02/24/04 |
| Newark CCR Supervisor | 022471 | \$ 16.00 | - | 04/28/05 |
| Newark CCR Supervisor | 022764 | \$ 16.50 | 80.00 | 09/01/05 |
| Newark CCR Supervisor | 022777 | \$ 16.00 | - | 09/15/05 |
| Newark CCR Supervisor | 105847 | \$ 24.00 | 80.00 | 04/05/98 |
| Newark CCR Supervisor | 105849 | \$ 17.00 | 40.00 | 02/24/05 |
| Newark CCR Supervisor | 105850 | \$ 18.50 | 72.00 | 12/27/98 |
| Newark CCR Supervisor | 106584 | \$ 16.00 | 60.00 | 06/05/07 |
| Newark CCR Supervisor | 107421 | \$ 16.00 | - | 10/30/07 |
| Newark CCR Supervisor | 108175 | \$ 16.00 | - | 05/06/08 |
| Total Newark CCR Supervisor | | \$ 16.29 | 1,526.00 | |

| | | | | |
|------------|--------|----------|-------|----------|
| Newark CCR | 001053 | \$ 14.55 | 80.00 | 04/10/97 |
| Newark CCR | 001100 | \$ 14.55 | - | 02/16/95 |
| Newark CCR | 001116 | \$ 15.10 | 80.00 | 03/08/98 |
| Newark CCR | 001391 | \$ 14.55 | 80.00 | 02/16/95 |
| Newark CCR | 001430 | \$ 15.15 | 80.00 | 04/13/00 |
| Newark CCR | 001612 | \$ 17.00 | 8.00 | 09/07/00 |
| Newark CCR | 001645 | \$ 14.55 | 80.00 | 09/29/00 |
| Newark CCR | 001647 | \$ 14.60 | 80.00 | 09/29/00 |
| Newark CCR | 001915 | \$ 14.25 | 80.00 | 07/18/00 |
| Newark CCR | 001938 | \$ 14.25 | 80.00 | 07/03/01 |
| Newark CCR | 001946 | \$ 14.25 | 80.00 | 12/21/00 |
| Newark CCR | 001985 | \$ 14.25 | 32.00 | 08/06/01 |

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay | | Total Hours | Hire Date |
|------------|--------|----------|--|-------------|-----------|
| | | Rate | | | |
| Newark CCR | 001989 | \$ 14.55 | | 80.00 | 01/19/06 |
| Newark CCR | 001994 | \$ - | | - | 07/31/01 |
| Newark CCR | 002025 | \$ 14.55 | | 72.00 | 01/19/06 |
| Newark CCR | 021185 | \$ 12.00 | | 72.00 | 05/30/02 |
| Newark CCR | 021218 | \$ 14.25 | | 72.00 | 07/11/02 |
| Newark CCR | 021416 | \$ 14.25 | | 80.00 | 10/07/02 |
| Newark CCR | 021468 | \$ 14.25 | | 64.00 | 12/09/02 |
| Newark CCR | 021689 | \$ 14.25 | | 80.00 | 05/20/03 |
| Newark CCR | 021750 | \$ 14.25 | | 80.00 | 08/13/03 |
| Newark CCR | 021800 | \$ 14.25 | | 80.00 | 08/13/03 |
| Newark CCR | 021965 | \$ 14.25 | | 80.00 | 10/24/02 |
| Newark CCR | 022372 | \$ 14.25 | | 32.00 | 01/20/05 |
| Newark CCR | 022455 | \$ 14.25 | | 64.00 | 05/06/05 |
| Newark CCR | 022471 | \$ 14.25 | | 40.00 | 04/28/05 |
| Newark CCR | 022515 | \$ 14.25 | | 60.00 | 05/20/05 |
| Newark CCR | 022519 | \$ 13.75 | | - | 05/20/05 |
| Newark CCR | 022561 | \$ 14.25 | | 64.00 | 06/21/05 |
| Newark CCR | 022579 | \$ 13.75 | | 80.00 | 06/22/05 |
| Newark CCR | 022581 | \$ 14.25 | | 80.00 | 06/23/05 |
| Newark CCR | 022587 | \$ 14.25 | | 80.00 | 06/23/05 |
| Newark CCR | 022588 | \$ 14.25 | | 70.00 | 06/23/05 |
| Newark CCR | 022596 | \$ 13.75 | | 68.00 | 06/23/05 |
| Newark CCR | 022602 | \$ 13.75 | | 80.00 | 06/23/05 |
| Newark CCR | 022706 | \$ 14.25 | | 72.00 | 08/03/05 |
| Newark CCR | 022733 | \$ 14.25 | | 80.00 | 08/17/05 |
| Newark CCR | 022738 | \$ 13.25 | | 52.00 | 08/17/05 |
| Newark CCR | 022742 | \$ 13.75 | | | 08/17/05 |
| Newark CCR | 022744 | \$ 13.75 | | 68.00 | 08/22/05 |
| Newark CCR | 022766 | \$ 13.75 | | 80.00 | 08/31/05 |
| Newark CCR | 022777 | \$ 13.75 | | 30.00 | 09/15/05 |
| Newark CCR | 022988 | \$ 13.25 | | 80.00 | 04/13/06 |
| Newark CCR | 023053 | \$ 13.25 | | 56.00 | 05/22/06 |
| Newark CCR | 023087 | \$ 13.00 | | 17.50 | 07/29/99 |
| Newark CCR | 023312 | \$ 13.25 | | 68.00 | 07/24/06 |
| Newark CCR | 023349 | \$ 13.25 | | 70.00 | 08/21/06 |
| Newark CCR | 023417 | \$ 13.25 | | 80.00 | 09/14/06 |
| Newark CCR | 023443 | \$ 13.25 | | 80.00 | 09/14/06 |
| Newark CCR | 023613 | \$ 13.25 | | 80.00 | 11/20/06 |
| Newark CCR | 023615 | \$ 13.25 | | 80.00 | 11/20/06 |
| Newark CCR | 105440 | \$ 13.25 | | 80.00 | 03/27/06 |
| Newark CCR | 105844 | \$ 15.10 | | 80.00 | 02/16/95 |
| Newark CCR | 105849 | \$ 14.25 | | - | 02/24/05 |
| Newark CCR | 105863 | \$ 14.55 | | 80.00 | 07/28/00 |
| Newark CCR | 105885 | \$ 12.50 | | 40.00 | 07/21/09 |
| Newark CCR | 106070 | \$ 14.55 | | 64.00 | 01/03/99 |
| Newark CCR | 106073 | \$ 14.60 | | 80.00 | 06/27/99 |
| Newark CCR | 106074 | \$ 14.55 | | 80.00 | 07/14/99 |
| Newark CCR | 106344 | \$ 13.00 | | 80.00 | 12/15/06 |
| Newark CCR | 106349 | \$ 13.25 | | 80.00 | 05/17/07 |
| Newark CCR | 106350 | \$ 13.25 | | 80.00 | 05/17/07 |
| Newark CCR | 106354 | \$ 13.25 | | 80.00 | 05/17/07 |

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay | | Total Hours | Hire Date |
|------------|--------|----------|--|----------------|-----------|
| | | Rate | | | |
| Newark CCR | 106368 | \$ 13.25 | | 80.00 | 05/17/07 |
| Newark CCR | 106550 | \$ 13.25 | | 32.00 | 06/04/07 |
| Newark CCR | 106561 | \$ 13.25 | | 80.00 | 06/04/07 |
| Newark CCR | 106566 | \$ 12.00 | | 72.00 | 06/04/07 |
| Newark CCR | 106577 | \$ 13.25 | | 80.00 | 06/04/07 |
| Newark CCR | 106578 | \$ 13.25 | | 64.00 | 05/31/07 |
| Newark CCR | 106584 | \$ 13.25 | | 22.00 | 06/05/07 |
| Newark CCR | 106628 | \$ 13.00 | | 58.00 | 06/07/07 |
| Newark CCR | 106629 | \$ 13.25 | | 80.00 | 06/12/07 |
| Newark CCR | 106631 | \$ 13.25 | | 59.00 | 06/12/07 |
| Newark CCR | 106633 | \$ 13.25 | | 80.00 | 06/12/07 |
| Newark CCR | 106635 | \$ 13.00 | | 67.00 | 07/25/06 |
| Newark CCR | 106636 | \$ 13.25 | | 72.00 | 06/12/07 |
| Newark CCR | 106638 | \$ 13.25 | | 72.00 | 10/28/02 |
| Newark CCR | 106640 | \$ 13.00 | | 72.00 | 06/13/07 |
| Newark CCR | 106641 | \$ 13.25 | | 64.00 | 06/13/07 |
| Newark CCR | 106654 | \$ 13.25 | | 80.00 | 06/04/07 |
| Newark CCR | 106659 | \$ 13.25 | | 80.00 | 06/13/07 |
| Newark CCR | 106736 | \$ 13.25 | | 80.00 | 06/27/07 |
| Newark CCR | 106738 | \$ 13.25 | | 80.00 | 06/27/07 |
| Newark CCR | 106745 | \$ 13.25 | | 62.00 | 06/27/07 |
| Newark CCR | 106772 | \$ 13.00 | | 63.00 | 07/12/07 |
| Newark CCR | 106807 | \$ 13.25 | | 80.00 | 07/05/07 |
| Newark CCR | 106821 | \$ 13.25 | | 80.00 | 07/24/07 |
| Newark CCR | 106870 | \$ 13.25 | | 72.00 | 07/24/07 |
| Newark CCR | 106871 | \$ 13.25 | | 80.00 | 07/24/07 |
| Newark CCR | 106872 | \$ 13.00 | | 64.00 | 07/24/07 |
| Newark CCR | 106874 | \$ 13.25 | | 76.00 | 07/25/07 |
| Newark CCR | 106880 | \$ 13.25 | | - | 07/26/07 |
| Newark CCR | 106916 | \$ 13.00 | | 72.00 | 08/03/07 |
| Newark CCR | 107035 | \$ 13.25 | | 54.00 | 08/22/07 |
| Newark CCR | 107036 | \$ 13.25 | | 72.00 | 08/22/07 |
| Newark CCR | 107037 | \$ 13.25 | | 54.00 | 08/22/07 |
| Newark CCR | 107121 | \$ 13.00 | | 40.00 | 01/15/08 |
| Newark CCR | 107124 | \$ 13.25 | | 80.00 | 09/26/07 |
| Newark CCR | 107129 | \$ 13.25 | | 80.00 | 09/26/07 |
| Newark CCR | 107132 | \$ 13.25 | | 80.00 | 09/26/07 |
| Newark CCR | 107367 | \$ 13.00 | | 56.00 | 10/16/07 |
| Newark CCR | 107368 | \$ 13.25 | | - | 10/16/07 |
| Newark CCR | 107370 | \$ 13.25 | | 64.00 | 10/16/07 |
| Newark CCR | 107386 | \$ 13.25 | | 80.00 | 10/16/07 |
| Newark CCR | 107421 | \$ 13.25 | | 72.00 | 10/30/07 |
| Newark CCR | 107422 | \$ 13.25 | | 56.00 | 10/30/07 |
| Newark CCR | 107424 | \$ 13.25 | | 80.00 | 10/30/07 |
| Newark CCR | 107425 | \$ 13.25 | | 80.00 | 10/30/07 |
| Newark CCR | 107526 | \$ 13.25 | | 80.00 | 11/16/07 |
| Newark CCR | 107527 | \$ 13.25 | | 64.00 | 08/03/05 |
| Newark CCR | 107736 | \$ 13.00 | | 64.00 | 12/04/07 |
| Newark CCR | 107787 | \$ 13.00 | | 80.00 | 01/15/08 |
| Newark CCR | 107793 | \$ 13.00 | | 80.00 | 01/15/08 |
| Newark CCR | 107907 | \$ 13.00 | | 80.00 | 02/06/08 |

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay | | Total Hours | Hire Date |
|--|--------|-----------------|--|-----------------|-----------|
| | | Rate | | | |
| Newark CCR | 107941 | \$ 13.00 | | 64.00 | 02/25/08 |
| Newark CCR | 107942 | \$ 13.00 | | 80.00 | 02/25/08 |
| Newark CCR | 107943 | \$ 13.00 | | 80.00 | 02/25/08 |
| Newark CCR | 107945 | \$ 13.00 | | 72.00 | 02/25/08 |
| Newark CCR | 107946 | \$ 13.00 | | 58.00 | 02/25/08 |
| Newark CCR | 107999 | \$ 13.00 | | 80.00 | 03/18/08 |
| Newark CCR | 108010 | \$ 13.00 | | 72.00 | 03/20/08 |
| Newark CCR | 108021 | \$ 13.00 | | 40.00 | 03/25/08 |
| Newark CCR | 108079 | \$ 13.00 | | 56.00 | 04/08/08 |
| Newark CCR | 108080 | \$ 13.00 | | 48.00 | 04/08/08 |
| Newark CCR | 108125 | \$ 13.00 | | 72.00 | 04/22/08 |
| Newark CCR | 108127 | \$ 13.00 | | 72.00 | 04/21/08 |
| Newark CCR | 108141 | \$ 13.00 | | 64.00 | 04/22/08 |
| Newark CCR | 108175 | \$ 13.00 | | 64.00 | 05/06/08 |
| Newark CCR | 108438 | \$ 13.00 | | 64.00 | 07/15/08 |
| Newark CCR | 108510 | \$ 12.50 | | 80.00 | 08/06/08 |
| Newark CCR | 108512 | \$ 12.50 | | 40.00 | 08/06/08 |
| Newark CCR | 108537 | \$ 13.00 | | 80.00 | 01/01/75 |
| Newark CCR | 109156 | \$ 12.50 | | 32.00 | 07/13/09 |
| Newark CCR | 109162 | \$ 12.50 | | 80.00 | 07/14/09 |
| Newark CCR | 109166 | \$ 12.50 | | 16.00 | 07/14/09 |
| Newark CCR | 109181 | \$ 12.50 | | 48.00 | 07/21/09 |
| Newark CCR | 109212 | \$ 12.50 | | 32.00 | 08/05/09 |
| Newark CCR | 109213 | \$ 12.00 | | 64.00 | 08/05/09 |
| Newark CCR | 109218 | \$ 12.50 | | 80.00 | 05/05/09 |
| Newark CCR | 109219 | \$ 12.50 | | 32.00 | 08/05/09 |
| Newark CCR | 109345 | \$ 12.00 | | 72.00 | 11/23/09 |
| Newark CCR | 109346 | \$ 12.00 | | 80.00 | 11/23/09 |
| Newark CCR | 109347 | \$ 12.00 | | 56.00 | 11/23/09 |
| Newark CCR | 109348 | \$ 12.00 | | 80.00 | 11/23/09 |
| Newark CCR | 109349 | \$ 12.00 | | 80.00 | 11/24/09 |
| Newark CCR | 109350 | \$ 12.00 | | 80.00 | 11/24/09 |
| Newark CCR | 109351 | \$ 12.00 | | 80.00 | 12/04/09 |
| Newark CCR | 109352 | \$ 12.00 | | - | 12/04/09 |
| Newark CCR | 109353 | \$ 12.00 | | 80.00 | 12/04/09 |
| Newark CCR | 666334 | \$ 13.00 | | 56.00 | 08/16/05 |
| Newark CCR | 109161 | \$ 12.00 | | 32.00 | 07/14/09 |
| Total Newark CCR | | \$ 13.38 | | 9,740.50 | |
| JFK CCR Manager | 023486 | \$ 32.86 | | 80.00 | 10/30/06 |
| Total JFK CCR Manager | | \$ 32.86 | | 80.00 | |
| JFK CCR Assistant Manager | 003288 | \$ 22.74 | | 80.00 | 08/19/01 |
| Total JFK CCR Assistant Manager | | \$ 22.74 | | 80.00 | |
| JFK CCR Supervisor | 003131 | \$ 18.50 | | 80.00 | 08/19/01 |
| JFK CCR Supervisor | 003149 | \$ 18.50 | | 80.00 | 08/19/01 |
| JFK CCR Supervisor | 003181 | \$ 17.50 | | 70.00 | 08/19/01 |
| JFK CCR Supervisor | 003193 | \$ 18.50 | | 80.00 | 08/19/01 |
| JFK CCR Supervisor | 003239 | \$ 18.50 | | 80.00 | 08/19/01 |
| JFK CCR Supervisor | 003284 | \$ 16.00 | | 40.00 | 08/19/01 |

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay | | Total | Hire Date |
|---|--------|-----------------|-----------------|-------|-----------|
| | | Rate | Hours | Hours | |
| JFK CCR Supervisor | 003318 | \$ 17.50 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR Supervisor | 003330 | \$ 18.75 | 80.00 | 80.00 | 08/21/01 |
| JFK CCR Supervisor | 020289 | \$ 16.50 | 80.00 | 80.00 | 10/15/01 |
| JFK CCR Supervisor | 020291 | \$ 18.50 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR Supervisor | 022606 | \$ 16.50 | 89.00 | 89.00 | 06/21/05 |
| JFK CCR Supervisor | 023466 | \$ 16.50 | 87.00 | 87.00 | 10/10/06 |
| JFK CCR Supervisor | 108120 | \$ 16.00 | 90.00 | 90.00 | 04/24/08 |
| JFK CCR Supervisor | 109061 | \$ 16.00 | 71.00 | 71.00 | 05/22/09 |
| Total - JFK CCR Supervisor Total/Average | | \$ 17.45 | 1,087.00 | | |
| JFK CCR | 002090 | \$ 14.55 | 64.00 | 64.00 | 08/19/01 |
| JFK CCR | 003091 | \$ 14.55 | 64.00 | 64.00 | 08/19/01 |
| JFK CCR | 003093 | \$ 14.55 | 56.00 | 56.00 | 08/19/01 |
| JFK CCR | 003109 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003133 | \$ 14.55 | 72.00 | 72.00 | 08/19/01 |
| JFK CCR | 003142 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003150 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003152 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003163 | \$ 14.55 | 40.00 | 40.00 | 08/19/01 |
| JFK CCR | 003164 | \$ 14.55 | 40.00 | 40.00 | 08/19/01 |
| JFK CCR | 003165 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003166 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003170 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003187 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003201 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003202 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003207 | \$ 14.55 | 24.00 | 24.00 | 08/19/01 |
| JFK CCR | 003212 | \$ 14.55 | 48.00 | 48.00 | 08/19/01 |
| JFK CCR | 003214 | \$ 14.55 | 56.00 | 56.00 | 08/19/01 |
| JFK CCR | 003221 | \$ 14.55 | 64.00 | 64.00 | 08/19/01 |
| JFK CCR | 003225 | \$ 14.55 | 64.00 | 64.00 | 08/19/01 |
| JFK CCR | 003249 | \$ 14.55 | 72.00 | 72.00 | 08/19/01 |
| JFK CCR | 003262 | \$ 14.55 | 72.00 | 72.00 | 08/19/01 |
| JFK CCR | 003270 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003271 | \$ 14.55 | 72.00 | 72.00 | 08/19/01 |
| JFK CCR | 003275 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003279 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 003290 | \$ 14.55 | 64.00 | 64.00 | 08/19/01 |
| JFK CCR | 003305 | \$ 14.55 | 64.00 | 64.00 | 08/19/01 |
| JFK CCR | 003321 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 020343 | \$ 14.55 | 64.00 | 64.00 | 08/19/01 |
| JFK CCR | 021338 | \$ 14.55 | 80.00 | 80.00 | 08/19/01 |
| JFK CCR | 021630 | \$ 14.55 | 64.00 | 64.00 | 03/21/03 |
| JFK CCR | 021897 | \$ 14.40 | 64.00 | 64.00 | 11/04/03 |
| JFK CCR | 021902 | \$ 14.40 | 64.00 | 64.00 | 11/04/03 |
| JFK CCR | 021977 | \$ 14.40 | 74.00 | 74.00 | 12/18/03 |
| JFK CCR | 021985 | \$ 14.40 | 80.00 | 80.00 | 12/19/03 |
| JFK CCR | 022266 | \$ 14.40 | 60.00 | 60.00 | 09/21/04 |
| JFK CCR | 022270 | \$ 14.40 | 54.00 | 54.00 | 09/21/04 |
| JFK CCR | 022271 | \$ 14.00 | 64.00 | 64.00 | 09/21/04 |
| JFK CCR | 022272 | \$ 14.40 | 74.00 | 74.00 | 09/21/04 |

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay | | Total Hours | Hire Date |
|-----------|--------|----------|--|----------------|-----------|
| | | Rate | | | |
| JFK CCR | 022347 | \$ 14.40 | | 54.00 | 03/08/04 |
| JFK CCR | 022407 | \$ 14.40 | | 80.00 | 02/03/05 |
| JFK CCR | 022465 | \$ 14.40 | | 80.00 | 12/22/03 |
| JFK CCR | 022489 | \$ 14.40 | | 80.00 | 05/04/05 |
| JFK CCR | 022491 | \$ 14.40 | | 64.00 | 05/04/05 |
| JFK CCR | 022608 | \$ 14.40 | | 56.00 | 06/21/05 |
| JFK CCR | 022609 | \$ 14.40 | | 80.00 | 06/21/05 |
| JFK CCR | 022610 | \$ 14.40 | | 64.00 | 06/21/05 |
| JFK CCR | 022618 | \$ 14.40 | | 80.00 | 06/21/05 |
| JFK CCR | 022682 | \$ 13.70 | | 76.00 | 07/05/05 |
| JFK CCR | 022710 | \$ 14.40 | | 74.00 | 07/25/05 |
| JFK CCR | 022850 | \$ 14.55 | | 80.00 | 08/19/01 |
| JFK CCR | 022930 | \$ 14.40 | | 64.00 | 05/04/05 |
| JFK CCR | 022931 | \$ 14.40 | | 80.00 | 05/04/05 |
| JFK CCR | 022969 | \$ 13.70 | | 64.00 | 03/27/06 |
| JFK CCR | 022970 | \$ 13.70 | | 32.00 | 03/27/06 |
| JFK CCR | 023034 | \$ 13.70 | | 64.00 | 05/10/06 |
| JFK CCR | 023038 | \$ 13.70 | | 72.00 | 05/10/06 |
| JFK CCR | 023039 | \$ 13.70 | | 72.00 | 05/10/06 |
| JFK CCR | 023040 | \$ 13.70 | | 76.00 | 05/10/06 |
| JFK CCR | 023057 | \$ 13.70 | | 64.00 | 05/17/06 |
| JFK CCR | 023058 | \$ 13.70 | | 56.00 | 05/17/06 |
| JFK CCR | 023065 | \$ 13.70 | | 60.00 | 05/17/06 |
| JFK CCR | 023067 | \$ 13.70 | | 16.00 | 05/17/06 |
| JFK CCR | 023068 | \$ 13.70 | | 24.00 | 05/17/06 |
| JFK CCR | 023070 | \$ 13.70 | | 64.00 | 05/17/06 |
| JFK CCR | 023462 | \$ 13.70 | | 64.00 | 10/10/06 |
| JFK CCR | 023463 | \$ 13.70 | | 80.00 | 10/10/06 |
| JFK CCR | 023592 | \$ 13.70 | | 64.00 | 11/13/06 |
| JFK CCR | 023594 | \$ 13.70 | | 64.00 | 11/13/06 |
| JFK CCR | 106304 | \$ 14.40 | | 56.00 | 05/10/06 |
| JFK CCR | 106376 | \$ 13.70 | | 64.00 | 05/19/07 |
| JFK CCR | 106377 | \$ 13.70 | | 80.00 | 05/19/07 |
| JFK CCR | 106378 | \$ 13.70 | | 80.00 | 05/19/07 |
| JFK CCR | 106388 | \$ 13.70 | | 64.00 | 05/19/07 |
| JFK CCR | 106394 | \$ 13.70 | | 64.00 | 05/19/07 |
| JFK CCR | 106395 | \$ 13.70 | | 56.00 | 05/19/07 |
| JFK CCR | 106398 | \$ 13.70 | | 32.00 | 05/19/07 |
| JFK CCR | 106401 | \$ 13.70 | | 8.00 | 05/19/07 |
| JFK CCR | 106961 | \$ 13.25 | | 40.00 | 08/19/01 |
| JFK CCR | 106962 | \$ 13.25 | | 40.00 | 08/02/07 |
| JFK CCR | 106968 | \$ 13.25 | | 40.00 | 08/02/07 |
| JFK CCR | 107598 | \$ 13.00 | | 56.00 | 11/16/07 |
| JFK CCR | 107876 | \$ 13.00 | | 40.00 | 01/18/08 |
| JFK CCR | 107877 | \$ 13.00 | | 24.00 | 01/18/08 |
| JFK CCR | 107881 | \$ 13.00 | | 40.00 | 01/18/08 |
| JFK CCR | 107882 | \$ 13.00 | | 16.00 | 01/18/08 |
| JFK CCR | 107883 | \$ 13.00 | | 40.00 | 02/05/08 |
| JFK CCR | 107885 | \$ 13.00 | | 40.00 | 01/18/08 |
| JFK CCR | 107886 | \$ 13.00 | | 40.00 | 01/18/08 |
| JFK CCR | 107888 | \$ 13.00 | | 24.00 | 01/18/08 |

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay Rate | Total Hours | Hire Date |
|--|--------|-----------------|-----------------|-----------|
| JFK CCR | 107953 | \$ 14.40 | 64.00 | 11/04/03 |
| JFK CCR | 108303 | \$ 12.50 | 24.00 | 06/09/08 |
| JFK CCR | 108305 | \$ 12.50 | 40.00 | 06/09/08 |
| JFK CCR | 003119 | \$ 14.55 | 64.00 | 08/19/01 |
| JFK CCR | 108308 | \$ 12.50 | 16.00 | 06/09/08 |
| Total - JFK CCR | | \$ 14.15 | 5,714.00 | |
| LaGuardia CCR Manager | 021388 | \$ 25.26 | 80.00 | 09/26/02 |
| Total LaGuardia CCR Manager | | \$ 25.26 | 80.00 | |
| LaGuardia CCR Assitant Manager | 105792 | \$ 20.21 | 80.00 | 08/19/01 |
| Total LaGuardia CCR Asst. Manager | | \$ 20.21 | 80.00 | |
| LaGuardia CCR Supervisor | 002055 | \$ 17.50 | 80.00 | 08/19/01 |
| LaGuardia CCR Supervisor | 020212 | \$ 18.50 | 80.00 | 08/19/01 |
| LaGuardia CCR Supervisor | 020860 | \$ 17.50 | 72.00 | 02/22/02 |
| LaGuardia CCR Supervisor | 021664 | \$ 16.50 | 56.00 | 08/19/01 |
| LaGuardia CCR Supervisor | 022258 | \$ 17.50 | 4.00 | 08/18/04 |
| LaGuardia CCR Supervisor | 022663 | \$ 18.50 | 80.00 | 06/22/05 |
| LaGuardia CCR Supervisor | 022952 | \$ 16.50 | 80.00 | 03/16/06 |
| LaGuardia CCR Supervisor | 106219 | \$ 16.00 | 32.00 | 04/13/07 |
| LaGuardia CCR Supervisor | 106826 | \$ 16.00 | 64.00 | 07/17/07 |
| Total - LaGuardia CCR Supervisor | | \$ 17.28 | 648.00 | |
| LaGuardia CCR | 002057 | \$ 14.55 | 50.00 | 08/19/01 |
| LaGuardia CCR | 002064 | \$ 14.55 | 72.00 | 08/19/01 |
| LaGuardia CCR | 002076 | \$ 14.55 | 48.00 | 08/19/01 |
| LaGuardia CCR | 002082 | \$ 14.55 | 80.00 | 08/19/01 |
| LaGuardia CCR | 002084 | \$ 14.55 | 50.00 | 08/19/01 |
| LaGuardia CCR | 003237 | \$ 14.55 | 16.00 | 08/19/01 |
| LaGuardia CCR | 020192 | \$ 14.55 | 80.00 | 08/19/01 |
| LaGuardia CCR | 020214 | \$ 14.55 | 80.00 | 08/19/01 |
| LaGuardia CCR | 021636 | \$ 14.35 | 32.00 | 03/26/03 |
| LaGuardia CCR | 21664 | \$ 14.55 | 32.00 | 08/19/01 |
| LaGuardia CCR | 022258 | \$ 14.00 | 80.00 | 08/18/04 |
| LaGuardia CCR | 022648 | \$ 14.00 | 72.00 | 06/22/05 |
| LaGuardia CCR | 022650 | \$ 14.00 | 72.00 | 01/08/04 |
| LaGuardia CCR | 022651 | \$ 14.00 | 80.00 | 06/22/05 |
| LaGuardia CCR | 022655 | \$ 14.00 | 32.00 | 06/22/05 |
| LaGuardia CCR | 022657 | \$ 14.00 | 64.00 | 06/22/05 |
| LaGuardia CCR | 022658 | \$ 14.00 | 64.00 | 06/22/05 |
| LaGuardia CCR | 022659 | \$ 12.00 | 80.00 | 06/22/05 |
| LaGuardia CCR | 022743 | \$ 14.00 | 64.00 | 08/02/05 |
| LaGuardia CCR | 022923 | \$ 14.55 | 72.00 | 01/31/02 |
| LaGuardia CCR | 022977 | \$ 13.70 | 80.00 | 04/06/06 |
| LaGuardia CCR | 023129 | \$ 13.70 | - | 06/02/06 |
| LaGuardia CCR | 023345 | \$ 13.70 | 80.00 | 07/24/06 |
| LaGuardia CCR | 023482 | \$ 13.70 | 54.00 | 10/28/06 |
| LaGuardia CCR | 105318 | \$ 14.55 | 54.00 | 08/19/01 |
| LaGuardia CCR | 106219 | \$ 13.70 | 49.00 | 04/13/07 |
| LaGuardia CCR | 106404 | \$ 13.70 | 80.00 | 05/21/07 |

Gateway Security, Inc.
CCR Employee Roster as of February 14, 2010

| Dept Name | FILE # | S/T Pay | | Total Hours | Hire Date |
|----------------------|--------|-----------|--------------|-----------------|-----------|
| | | | Rate | | |
| LaGuardia CCR | 106405 | \$ | 13.70 | 64.00 | 05/21/07 |
| LaGuardia CCR | 106408 | \$ | 13.70 | 80.00 | 05/21/07 |
| LaGuardia CCR | 106409 | \$ | 13.70 | 80.00 | 05/21/07 |
| LaGuardia CCR | 106410 | \$ | 13.70 | 80.00 | 05/21/07 |
| LaGuardia CCR | 106475 | \$ | 13.70 | 80.00 | 05/31/07 |
| LaGuardia CCR | 106609 | \$ | 13.70 | 65.50 | 06/07/07 |
| LaGuardia CCR | 106824 | \$ | 13.25 | 72.00 | 07/17/07 |
| LaGuardia CCR | 106825 | \$ | 13.25 | 68.00 | 07/17/07 |
| LaGuardia CCR | 106826 | \$ | 13.25 | 16.00 | 07/17/07 |
| LaGuardia CCR | 107066 | \$ | 13.25 | 80.00 | 08/30/07 |
| LaGuardia CCR | 107069 | \$ | 13.25 | 80.00 | 09/05/05 |
| LaGuardia CCR | 107150 | \$ | 13.00 | 80.00 | 10/04/07 |
| LaGuardia CCR | 107153 | \$ | 13.00 | 80.00 | 10/04/07 |
| LaGuardia CCR | 107513 | \$ | 13.00 | 64.00 | 11/07/07 |
| LaGuardia CCR | 107607 | \$ | 13.00 | 80.00 | 10/18/07 |
| LaGuardia CCR | 107784 | \$ | 13.00 | 80.00 | 01/09/08 |
| LaGuardia CCR | 107935 | \$ | 13.00 | 80.00 | 02/22/08 |
| LaGuardia CCR | 108122 | \$ | 12.00 | 80.00 | 04/24/08 |
| LaGuardia CCR | 108123 | \$ | 13.00 | 80.00 | 04/24/08 |
| LaGuardia CCR | 108124 | \$ | 13.00 | 60.00 | 04/24/08 |
| LaGuardia CCR | 108385 | \$ | 12.00 | 80.00 | 07/03/08 |
| LaGuardia CCR | 108386 | \$ | 12.00 | 64.00 | 07/03/08 |
| LaGuardia CCR | 108433 | \$ | 12.50 | 80.00 | 07/06/08 |
| LaGuardia CCR | 109287 | \$ | 12.00 | 80.00 | 10/01/09 |
| LaGuardia CCR | 109290 | \$ | 12.00 | 80.00 | 10/01/09 |
| LaGuardia CCR | 109312 | \$ | 12.00 | 68.00 | 11/03/09 |
| LaGuardia CCR | 109314 | \$ | 12.00 | 80.00 | 11/03/09 |
| LaGuardia CCR | 109328 | \$ | 12.00 | 80.00 | 11/13/09 |
| LaGuardia CCR | 109329 | \$ | 12.00 | 80.00 | 11/17/09 |
| LaGuardia CCR | | \$ | 13.37 | 3,758.50 | |

**THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: 10/12/10

ADDENDUM #2

To prospective Respondents on EQIB # 21266 for CONTRACT TO PROVIDE CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT

Due back on October 13, 2010, no later than 2:00PM

Originally due on October 13, 2010 no later than 2:00PM

Changes to the solicitation are described in this addendum:

The following information is available in response to questions submitted by prospective Bidders/Proposers. The responses should not be deemed to answer all questions, which have been submitted by Bidders/Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidders/Proposers, by submitting its bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidders/Proposers required by this Bid or Contract and the Bidders/Proposers agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

1. Q. Would the Port Authority please provide guidance as to what allowances will be provided to the successful contractor to comply with 2014 mandated requirements or costs incurred as a result of the "Patient Protection and Affordable Care Act of 2010"?

A. The Contractor is obligated to follow any law, rule or regulation that may be applicable.

This communication should be initialed by you and annexed to your bid/proposal/submittal upon submission.

In case any bidder/proposer/Respondent fails to conform to these instructions, its submission will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

LAWRENCE WAXMAN, MANAGER

BIDDER'S/PROPOSER'S/RESPONDENTS FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Priscilla Duncan, WHO CAN BE REACHED AT (212) 435-39460 or at pduncan@panynj.gov.

**THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: 12/8/10

ADDENDUM #3

SUBJECT - EQIB # 21266 for CONTRACT TO PROVIDE CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT

Phase 2 Public Bid Opening will be held on December 16, 2010, 11:00 AM

Please be advised that Phase 2 "The Bid" of the above subject EQIB will be publicly opened and read on the date indicated above.

Parties interested in attending the bid opening at the address shown above, shall bring valid photo ID necessary to gain access into the building.

THE PORT AUTHORITY OF NY & NJ



LAWRENCE WAXMAN, MANAGER
PROCUREMENT DEPARTMENT

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
Priscilla Duncan, WHO CAN BE REACHED AT (212) 435-39460 or at pduncan@panynj.gov.

**THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: 12/14/10

ADDENDUM #4

SUBJECT - EQIB # 21266 for CONTRACT TO PROVIDE CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT

Phase 2 Public Bid Opening will be held on January 5, 2011, 11:00 AM

**PLEASE NOTE the due date has been extended from December 16, 2010
to January 5, 2011, 11:00 AM**

Please be advised that Phase 2 "The Bid" of the above subject EQIB will be publicly opened and read on the date indicated above.

Parties interested in attending the bid opening at the address shown above, shall bring valid photo ID necessary to gain access into the building.

THE PORT AUTHORITY OF NY & NJ

**LAWRENCE WAXMAN, MANAGER
PROCUREMENT DEPARTMENT**

**QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
Priscilla Duncan, WHO CAN BE REACHED AT (212) 435-39460 or at pduncan@panynj.gov.**

THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

January 3, 2011

ADDENDUM #5

SUBJECT - EQIB # 21266 for CONTRACT TO PROVIDE CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT

Phase 2 Public Bid Opening will be held on January 11, 2011, 11:00 AM

PLEASE NOTE the due date has been extended from January 5, 2011, 11:00 AM to January 11, 2011, 11:00 AM.

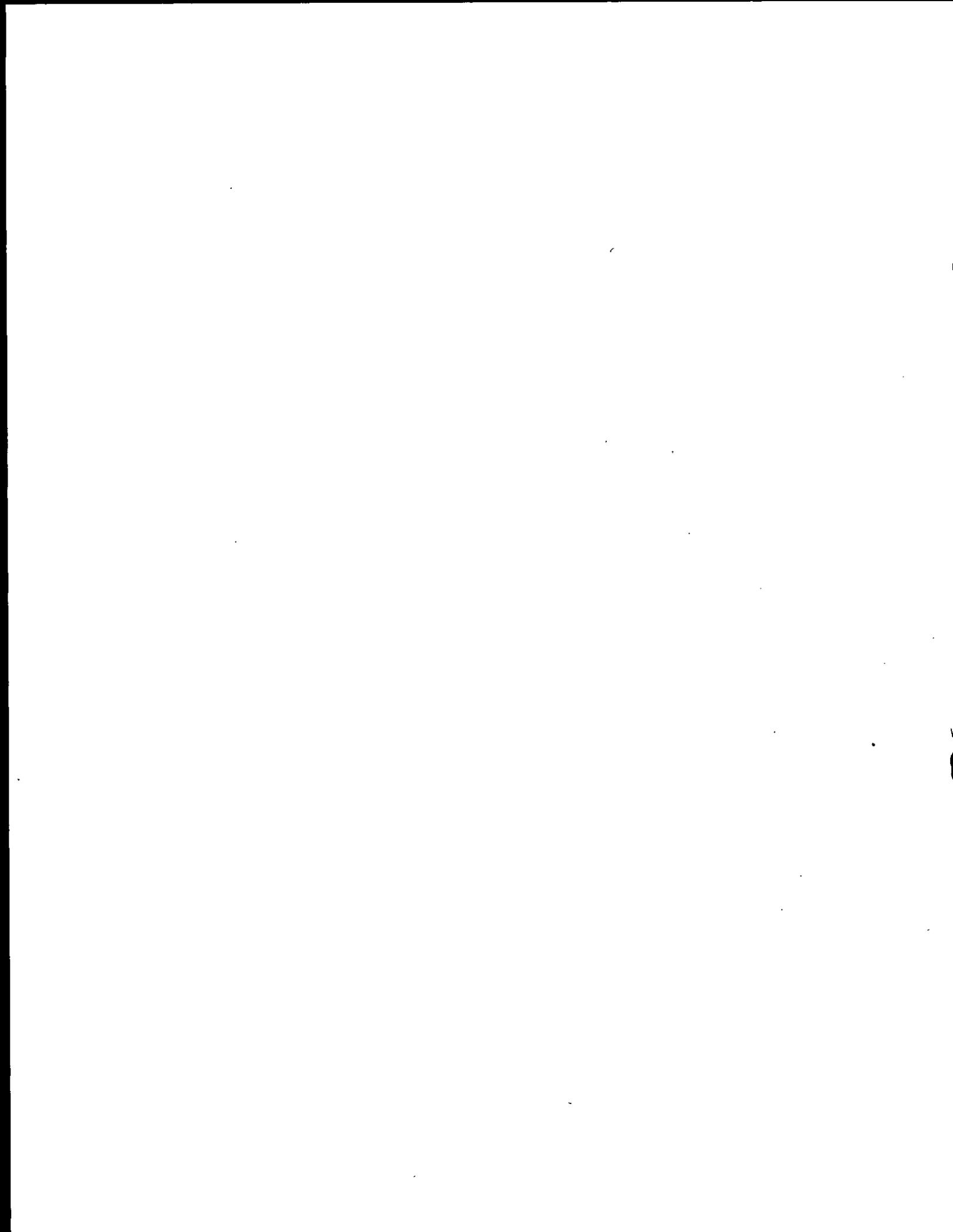
Please be advised that Phase 2 "The Bid" of the above subject EQIB will be publicly opened and read on the date indicated above.

Parties interested in attending the bid opening at the address shown above, shall bring valid photo ID necessary to gain access into the building.

THE PORT AUTHORITY OF NY & NJ

LAWRENCE WAXMAN, MANAGER
PROCUREMENT DEPARTMENT

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
Priscilla Duncan, WHO CAN BE REACHED AT (212) 435-39460 or at pduncan@panynj.gov.





THE PORT AUTHORITY OF NY & NJ

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

**REQUEST FOR EVALUATION OF QUALIFICATION INFORMATION (EQIB)
REQUIRED TO BE ELIGIBLE TO BID**

TITLE: Contract to Provide Customer Care Representatives and Management Services and Customer Assistance at John F. Kennedy International Airport, Newark Liberty International Airport, LaGuardia Airport and Stewart International Airport

COLLECTIVE NO.: 21266

TO ALL PROSPECTIVE RESPONDENTS:

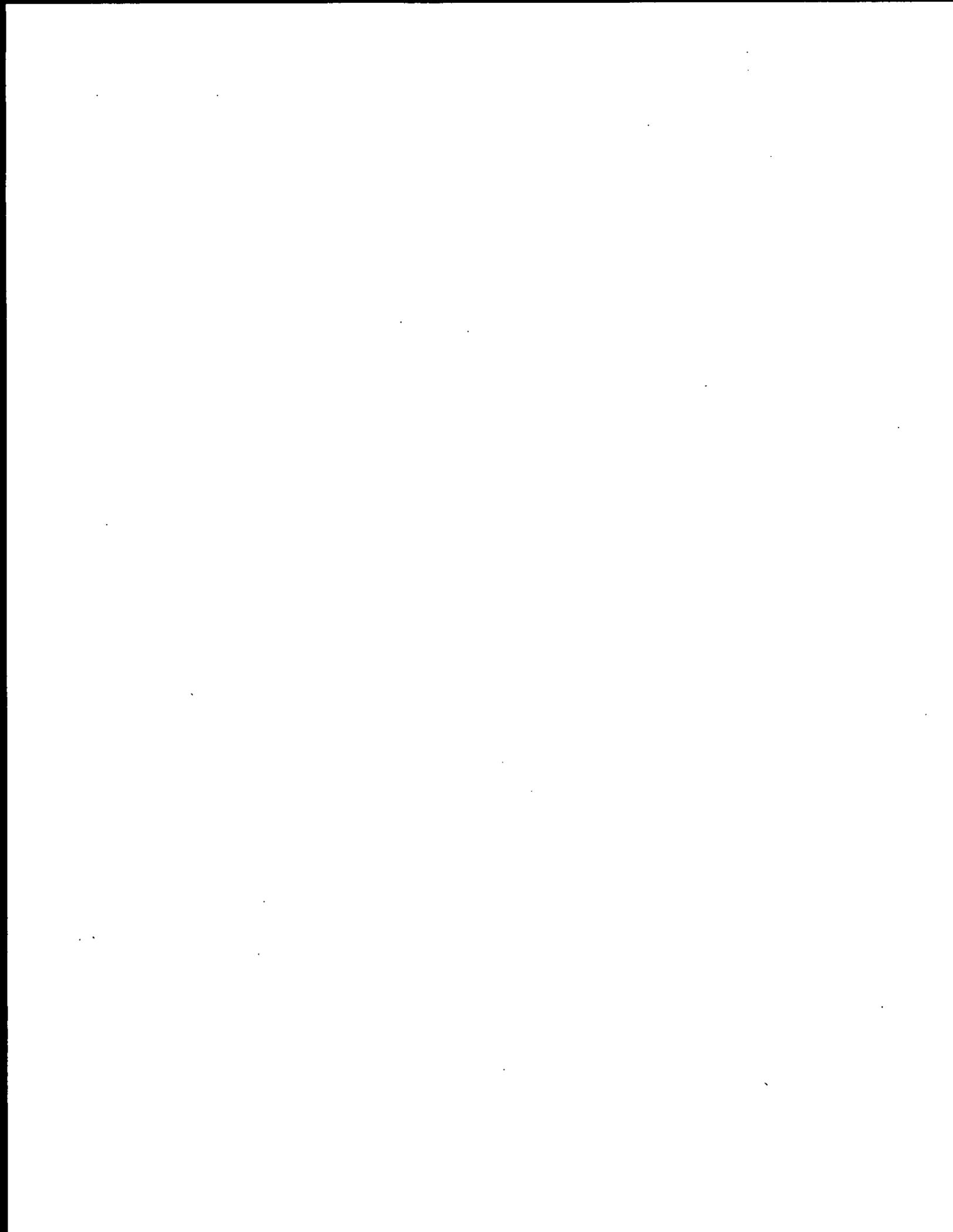
Enclosed is a CD of EQIB, Number 21266, titled Contract to Provide Customer Care Representatives and Management Services and Customer Assistance at John F. Kennedy International Airport, Newark Liberty International Airport, LaGuardia Airport and Stewart International Airport

Note: No hardcopy is attached in this mailing from the Port Authority to potential respondents.

In order produce a hardcopy, open the attached CD on your computer. Then download the document to generate a hardcopy via your printer and follow the directions as outlined in the document.

If you have questions, contact the Buyer of Record on the front cover page.

**Larry Waxman, Manager
Technology and Operational Procurement Services Division
Procurement Department**



THE PORT AUTHORITY OF NY & NJ

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

REQUEST FOR EVALUATION OF QUALIFICATION INFORMATION REQUIRED TO BE ELIGIBLE TO BID

**TITLE: CONTRACT TO PROVIDE CUSTOMER CARE REPRESENTATIVES AND
MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY
INTERNATIONAL AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT,
LAGUARDIA AIRPORT AND STEWART INTERNATIONAL AIRPORT**

NUMBER: 21266

SUBMIT BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

QUESTIONS SHOULD BE SUBMITTED BY: September 30, 2010 TIME: 3:00 PM

PRESUBMISSION MEETINGS:

**Newark Liberty International Airport September 28, 2010 TIME: 10:00 AM
John F. Kennedy International Airport September 29, 2010 TIME: 10:00 AM**

SUBMISSION DUE DATE: October 13, 2010 TIME: 2:00 PM

BUYER NAME: Priscilla Duncan

**PHONE#: (212) 435-3946
FAX#: (212) 435-3959
EMAIL: PDUNCAN@PANYNJ.GOV**

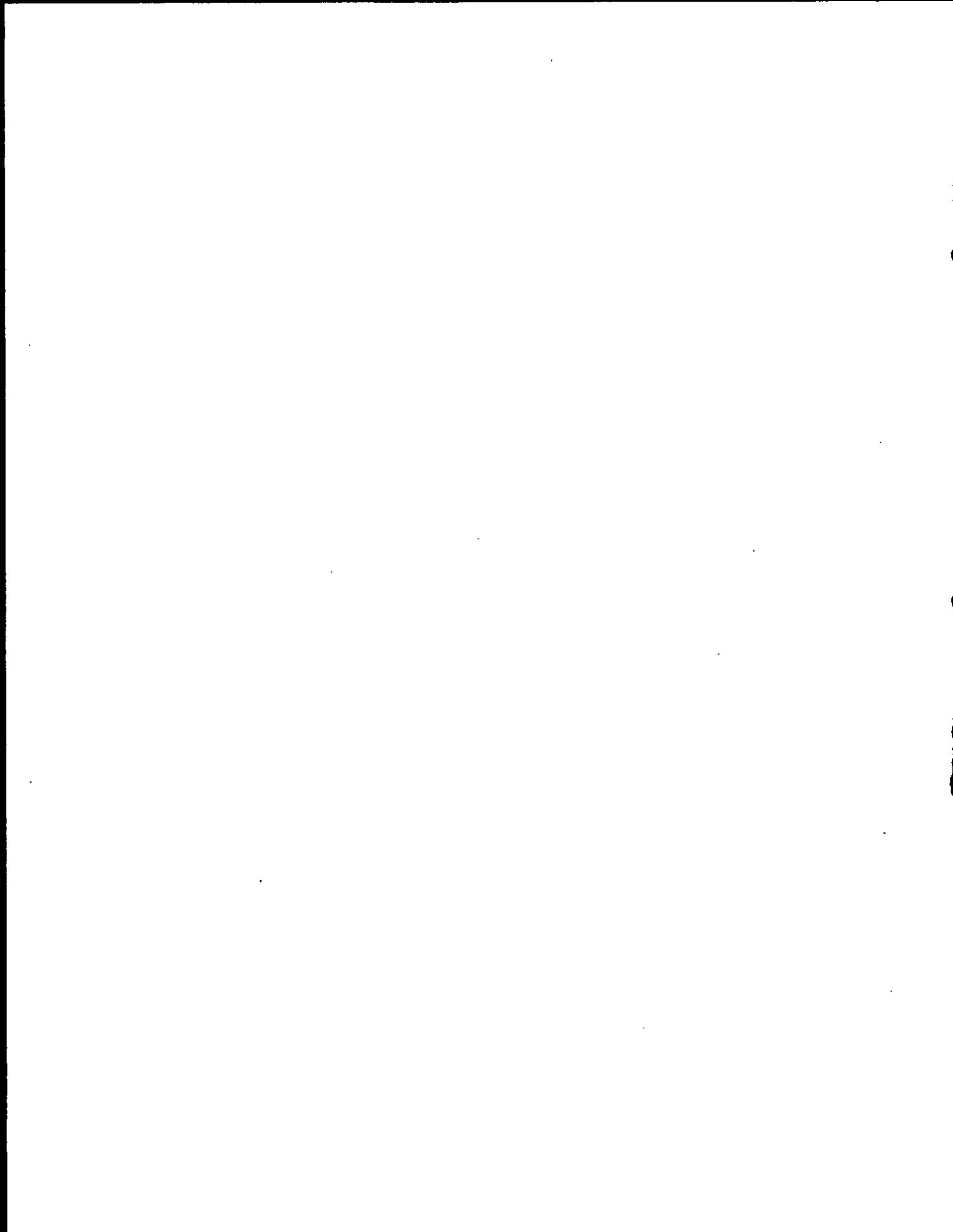


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1. INFORMATION FOR INTERESTED COMPANIES

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

The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

The Port Authority is hereby seeking submittals from firms to provide Customer Care Representative services at John F. Kennedy International (JFK), LaGuardia (LGA), Newark Liberty International (EWR) and Stewart Airports (SWF) as more fully described herein.

B. Brief Summary of Scope of Work

As the operator of John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and Stewart International Airport (herein referred to as the "Airport" or "Airports,") the Port Authority is committed to providing the highest levels of service to our customers. To assist it in doing so, the Port Authority is seeking a qualified firm to provide Customer Care Representative Services ("CCR

Services" or "Services") at the Airports and to furnish all labor, supervision, uniforms, equipment, including material and supplies, and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of the Contract and the Firm further agrees to assume and perform all other duties and obligations imposed upon it by the Contract.

The Port Authority is seeking a firm that will take a leading role, proactively identifying opportunities to enhance service with the intent of making the Airports recognizable as welcoming, secure and customer service driven. The firm selected to provide CCR Services must furnish staff that are highly motivated to serve travelers, who are eager to welcome Airport customers with a smile and who will assist travelers who are lost, confused, uncertain or distressed, and will assist the Port Authority in the event of emergencies and coordinate activities with Airport personnel when appropriate. Personnel must be able to speak English clearly to individuals or groups of travelers who may need to be given directions or instructions. The Port Authority will conduct surveys of Airport customers and mystery shop the services provided through the CCR Services Contract (the "Contract") to assess the quality of services provided by the selected firm. Such efforts are intended to, among other things, assist the Port Authority in determining the extent of employee attitude, appearance, awareness and knowledge.

Respondents are required to submit information and documentation for the evaluation of their qualifications in determining eligibility to bid (EQIB), for CCR Services at the Airport. Respondents that have been deemed qualified in this process to bid will then be offered the opportunity to submit pricing in a bid format on the forms provided in Phase 2 (sample forms are provided herein for informational purposes only).

It is expected that the Contract will be in effect for a five (5) year term with one (1), two (2) year Option Period (which can be exercised exclusively at the Port Authority's Option), subject to the earlier termination by the Port Authority without cause as provided in Attachment B entitled "Contract Terms and Conditions for Facility Services". The Contract will commence on or about April 12, 2011 ("Commencement Date") and the Base Term shall expire on or about April 11, 2016 ("Expiration Date").

The Port Authority shall have the absolute right to extend the Contract for an additional one hundred twenty (120) day period ("Extension Period") subsequent to the Expiration Date herein before established or subsequent to the Option Period, if any, subject to the same terms and conditions of the Contract. The charges quoted by the Contractor that are in effect during the last year of the initial term of the Contract or during the last year of the Option Period shall remain in effect during such Extension Period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the Expiration date hereinbefore established as the same may have been extended that the Contract term is so extended or further extended.

Maps of the Airports are displayed on Exhibit G of Attachment G – Exhibits

C. Brief Summary of EQIB Process

Interested firms are required to submit information and documentation for the evaluation of their qualifications in determining eligibility to bid (EQIB), for customer care services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and Stewart International Airport.

Phase 1 is the scoring evaluation portion of this 2-part EQIB process. Interested firms will submit documentation establishing that they have met the prerequisites and will supply information responsive to the specific evaluation criteria enumerated in this document ("Submission" or "Submittal"). Firms may also be required to have key staff make on-site presentations to Port Authority representatives regarding their Phase 1 Submittals and to address clarifications and concerns.

Upon completion of Phase 1, Respondents that have met the prerequisites and have been evaluated and deemed qualified to submit a bid will then be offered the opportunity to submit pricing in a bid format (Phase 2).

Phase 2 is the low bid (lowest cost) portion of this solicitation. Phase 2 may include pre-award and post-award meeting(s) with the low bid firm. Upon completion of both phases of this format, a recommendation of award by the Port Authority committee will be made to key staff members within the Port Authority whose authorization will be sought in the selection of the responsive and responsible firm. The Phase 1 accepted Submittals, as well as the accepted Phase 2 Pricing Sheets, shall become part of the Contract.

It is the intent of the Port Authority to award this Contract to the responsive, responsible qualified firm offering the lowest bid price.

The Port Authority may negotiate with more than one firm during Phase 1 process in order to reach an agreement on all Port Authority requirements and firms' submittals.

Bids will be received at a date and time designated by the Director of Procurement or her designated Manager at 1 Madison Avenue, 7th floor, Procurement Department, New York, New York 10010.

Complete instructions for Phase 2 submission of bids shall be included in the invitation document issued to those firms given the opportunity to submit a bid during Phase 2.

No effort is made to emphasize any particular provision of the document, but firms must familiarize themselves with every provision and its effect. The issuance of this document is an invitation by the Port Authority to firms to submit information, documentation of how your firm meets or exceeds the prerequisite and evaluation criteria and, if approved, to participate in the cost phase of this Contract.

If the Port Authority has directly solicited your firm, there is no guarantee in whole or in part that your company meets or exceeds any requirement of the document. All

costs and business risks associated with this solicitation are borne by the firm(s) without any cost to Port Authority.

D. Customer Service Requirements

The Port Authority has established a policy that responsive, respectful and helpful customer service is of the utmost importance in providing service to all its customers. 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. This policy also applies to employees who work for companies under contract with the Port Authority.

Contract Employees providing the CCR Services are involved directly with our customers. The demeanor and attitude of the Contractor's employees, including supervisory staff, will leave a lasting impression of the Airport. The Port Authority is interested in evaluating Submittals from Contractors willing to rise to the challenge of providing the CCR Services as further described in this Evaluation of Qualification Information Required to be Eligible to Bid (EQIB) and Attachment B (entitled "Contract Terms and Conditions for Facility Services") and to become an important member of the Airport community, dedicated to meeting or exceeding the needs of our customers. In order to ensure excellent performance and superior customer service, the Respondent must clearly demonstrate to the satisfaction of the Port Authority that it will meet and exceed our expectations with respect to the performance under this Contract. The Respondent shall also demonstrate how its performance and customer service standards will help it achieve the objective to provide superior customer service and define how excellence will be awarded, poor performance remedied or improved, and provide a narrative description of how wages and incentives (i.e., monetary or otherwise) will be provided to employees (without furnishing or supplying bid pricing) to ensure continuity of service, excellent performance, and responsiveness to customer needs. To provide Respondents with an understanding of our expectations concerning customer service, attached as Exhibit E to Attachment G is the "Customer Care Airport Standards Manual".

E. Deadline for Receipt of EQIB

The due date specified on the cover page is the EQIB Due Date. Closing of due date is 2:00 P.M., EASTERN DAYLIGHT SAVINGS TIME.

The Port Authority assumes no responsibility for delays caused by any delivery service.

F. Vendor Profile

To ensure maximum opportunities, it is vitally important that Respondents keep their vendor profiles up to date with appropriate e-mail addresses, as this will enable their firms to receive timely notice of advertisements, reminders, solicitations and addenda. Respondents may update their vendor profiles or register as Port Authority Vendors

by accessing the online registration system at
<https://panynjprocure.com/VenLogon.asp>.

G. Submission of EQIB

One reproducible original (containing original signatures and clearly designated as such) and twelve (12) double-sided copies of the EQIB must be submitted on or before the due date and time in accordance with the information on the cover page of this EQIB and sent or delivered to the Port Authority Custodian at the address specified on the cover page. Each copy of the EQIB as well as the parcel(s) used for shipping must be conspicuously marked with the Respondent's name and address as well as the Respondent's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this EQIB, the number of this EQIB and the EQIB Due Date. Failure to properly label the EQIB submissions may cause a delay in identification, misdirection or disqualification of the referenced submission(s).

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver any submission/document information. If your Submittal is to be hand-delivered, please note that only individuals with valid photo identification will be permitted access to the Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted.

Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled and to provide only supporting literature which directly relates to the EQIB being submitted.

H. Communications Regarding this EQIB

All communications concerning this EQIB should be directed to the Contracts Specialist listed on the cover page. Any suggested modifications to this EQIB, terms and conditions of this solicitation must be submitted in writing in the form of a question. All questions regarding this EQIB should be submitted in writing to the Contracts Specialist at the address or facsimile number listed on the cover page no later than 3:00 p.m. (EST) on September 30, 2010.

The Contracts Specialist is authorized only to direct the attention of prospective Respondents to various portions of this EQIB so they may read and interpret such portions themselves.

Neither the Contracts Specialist nor any other employee of the Port Authority is authorized to interpret the provisions of this EQIB or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to prospective respondents by written addenda and such writing shall form a part of this EQIB.

I. EQIB Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Firm in its submission, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the submission is accepted and requesting submission of a bid for prices as part of Phase 2 of this EQIB; upon review of the bids received in Phase 2, a recommendation for award to the lowest responsive, responsible Bidder will be made. Acceptance of the Bid and therefore award of the Contract shall be only by mailing to or delivering at the office designated by the Firm in its Submission, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the Bid has been accepted. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of an EQIB. Rejection of a EQIB shall be only by either (a) a notice in writing specifically stating that the EQIB is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Respondent at the office designated in the Submission or (b) omission of the Port Authority to accept the Submittal and request a Phase 2 Bid within 180 days after the Phase 1 Submission Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a submission and or a Bid.

J. Union Jurisdiction

Respondents are advised to ascertain whether any union now represented or not represented at the Airports will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this EQIB entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

K. City Payroll Tax

Respondents should be aware of the payroll tax imposed by the:

- a. City of Newark, New Jersey for services performed in Newark, New Jersey;
- b. City of New York, New York for services performed in New York, New York;
- c. City of Yonkers, New York for services performed in Yonkers, New York; and
- d. City of Newburgh, New York for services performed in Newburgh, New York.

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

L. Pre-Submittal Meeting(s)/Site Inspection(s)

A Pre-Submittal Meeting is scheduled for September 28, 2010 at 10:00 AM at Newark Liberty International Airport, Port Authority Administration Building #1, Conrad Road (off Brewster Road), 2nd Floor, General Manager's Conference Room and September 29, 2010 at 10:00 AM, John F. Kennedy International Airport, Port Authority Administration Building #14, 2nd Floor, Main Conference Room.

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

Attendance is strongly recommended. Information conveyed may be useful to Respondents in preparing their Submittals and Respondents not attending assume all risks, which may ensue from non-attendance. Attendees interested in attending should RSVP to Ms. Ronnie Bendernagle at 1-718-244-4101 no later than 12 noon EASTERN DAYLIGHT SAVINGS TIME of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions. Valid photo identification is required to attend said meetings.

M. Available Documents

Certain documents, specified below, will be made available for examination by attendees at the Site Inspection or by appointment by contacting Ronnie Bendernagle at 718-244-4101.

These documents were not prepared for the purpose of providing information for attendees on this EQIB but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this EQIB. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for inferences or conclusions drawn therefrom. They are made available to attendees merely for the purpose of providing them with such information, whether or not such information may be accurate, complete, pertinent or of any value to Respondents.

Said documents are as follows:

A conformed copy of the existing Contract for Customer Service Representative Services at John F. Kennedy International Airport, LaGuardia Airport and Newark Liberty International Airport. (Contract 4600006023)

N. Additional Respondent Information

Prospective Respondents are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

<http://www.panynj.gov/business-opportunities/become-vendor.html>

2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachment B, Part I entitled "Contract Specific Terms and Conditions".

3. PREREQUISITES

Only Respondents who can demonstrate that they comply with the following should make Submissions, as only Submissions from such Respondents will be considered:

A. The Respondent shall have had at least three (3) years of successful experience immediately prior to the date of its Submission in the management and operation of a business in which the provision of customer information and assistance services face to face with the general public, on a 24 hour a day, 7 days a week basis, was a primary function of the entity actually engaged in providing service to commercial accounts under contract, at a transportation facility or in a comparable environment. The Respondent may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Respondent have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to this Submission as is required of the Respondent or has owned and controlled other entities which meet the requirement.

B. During the time period stated in (A) above, the Respondent shall demonstrate satisfactory performance of at least one contract for similar services of similar scope.

C. The Respondent shall demonstrate that it has earned gross revenues of at least \$3,000,000 a year for the last fiscal or calendar year(s) from the type of services described herein.

In the event a Submission is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Submission as follows:

With respect to subparagraph (A) and (B) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. With respect to subparagraph (C), the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite.

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

All Respondents should include documentation that they meet the above prerequisites.

By furnishing this solicitation document to Respondents, the Port Authority has not made a determination that the firms have met the prerequisites or have otherwise been deemed

qualified to perform the services. In addition, a determination that a firm has met the prerequisites is no assurance that it will be deemed qualified in connection with other Submission requirements included herein and any issued by Addendum.

4. FINANCIAL INFORMATION

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

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

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

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

5. EVALUATION CRITERIA OF QUALIFICATION INFORMATION REQUIRED TO BE ELIGIBLE TO BID

All Submissions will be reviewed by the Port Authority to determine if they adhere to the format required in this EQIB, if they contain all required submissions and if the Respondent(s) meets the prerequisites required for submission of a response. For Respondents meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the EQIB.

- A. Management Approach

- The clarity and feasibility of the Submittal, which shall include the Respondent's management philosophy, principles and programs, including training and the Respondent's quality assurance and control, to be utilized in performing the CCR Services.
- The number and relevant experience of managerial and supervisory personnel proposed to be dedicated to this Contract.
- The Respondent's certification that it will meet all wages and benefits requirements of the Contract. The Submittal shall include a narrative description of how wages and incentives (i.e., monetary or otherwise) will be provided to employees (without furnishing or supplying bid pricing), as well as the Respondent's plan to ensure compliance with the Wage and Health Benefit and other supplemental benefits requirements of this Contract.
- Respondent's proposed labor and supervisory staffing, on-site management plan and work plan for this Contract, which includes a staffing plan addressing the full-time and part-time employees, a plan for retaining current employees for this Contract and ensuring that the employees who performed the same and/or similar roles under the previous Port Authority Contract suffer no diminution in wage rate under the new Contract, and its plan for recruiting and providing for a stable labor force.
- Respondent's M/WBE participation plan, Certification of Environmentally Preferable Products/Practices, and subcontracting plan.

B. Customer Service and Related Programs

- Respondent's plan to implement and enforce the Port Authority's Customer Service Standards, Respondent's Customer Service program, service training program, customer-service related quality assurance and quality control measures, and adherence to all applicable Standards included in this EQIB.

C. Experience of Respondent, Technical Expertise, the Respondent's Capability to Meet the Requirements of this EQIB and Financial Capability

- The degree and extent to which the Respondent has relevant and successful experience in providing similar scope and size of services that interface directly with the general public at a transportation facility or in a comparable environment, often working under stressful conditions while providing a high level of service to customers.
- The degree and extent to which the Respondent has relevant and successful technical expertise including the utilization of technological advances in Customer Care Service.
- The extent to which the Respondent is financially capable of performing the Contract and has the management and corporate infrastructure to undertake a significant amount of new work, such capability being evidenced in its risk assessment and succession plans, as well as in other documentation.

- The capability of the firm to meet all requirements of the EQIB, including the firm's ability to comply with the Standard Terms and Conditions. Consideration will be given to the degree of business risk assumed by the Port Authority. This will include, but not be limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract. As part of the evaluation, business risk will also be measured by the Port Authority's assessment of its ability to immediately replace the Contractor in a manner that maintains or improves the quality and continuity of facility Customer Care Services at the Airports.

D. Background Check Plan

The Respondent must submit a Background Check plan in accordance with this document, which will be considered "pass/fail."

NOTE: Cost of Services is not an evaluation criteria in first phase of EQIB. Only prequalified firms will be allowed to participate in the second phase of the EQIB, which shall result in recommendation of award to the lowest responsive, responsible bidder. The pages in this document that refer to pricing, prices, costs, billing, rates, etc. including Customer Care Representative, related positions, titles and quantities are for informational purposes only. Actual EQIB pricing sheets will be made available only to those companies deemed qualified by the Port Authority to submit a bid during the second phase of this EQIB.

Any cost /pricing data submitted to the Port Authority as part of a Respondent's Phase 1 Submission may be found non-responsive. The Port Authority may redact pricing information from Submittals during Phase 1 and such information shall not be evaluated nor considered.

6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Firm will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

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.

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.

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

- 1) Dividing the services and materials to be procured into small portions where feasible;
- 2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- 4) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- 5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Companies are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as Attachment D or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- **Identification of M/WBE's:** Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- **Level of Participation:** Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- **Scope of Work:** Describe the specific scope of work the M/WBE's will perform.

- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Firm has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to <https://panynjprocure.com/VenLogon.asp> to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Companies shall include their M/WBE Participation Plan with their submission, to be reviewed and approved by the Authority's Office of Business and Job Opportunity ("OBJO").

Companies may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its submission, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business and Job Opportunity ("OBJO"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at <http://www.panynj.gov/business-opportunities/sd-become-certified.html>. In addition, to update your certification file and to advise OBJO of changes to any information, please email these changes to OBJOCert@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Respondents should include with its submission the Certified Environmentally Preferable Products / Practices Form included herein attesting that the products or items offered by the Firm contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having

completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

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

8. PHASE 1 SUBMISSION REQUIREMENTS

In order to expedite the evaluation of Phase 1 Submissions, Respondents to this EQIB shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

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

The Letter of Transmittal shall contain:

- (1) Name and address of the firm and an original signature on the Letter of Transmittal by an authorized representative on behalf of the firm;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorize to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this EQIB;
- (4) Name and address of subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Phase 1 Submissions;

- ii. If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;
- iii. If an individual: a statement of residence;
- iv. If a joint venture: information on each of the Respondents' members consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

B. Executive Summary

The Respondent shall submit a summary presenting the major features of its offer and how the Respondent satisfies the requirements contained in this EQIB as well as the special competencies and expertise of the Respondent to meet the requirements of this EQIB.

C. Agreement on Terms of Discussion

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

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

The Respondent, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included in Attachment B, Part II Standard Contract Terms and Conditions of this EQIB. If the Respondent cannot make any such certifications, it shall enclose an explanation of that inability

E. Documentation of Respondent Prerequisites

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

F. SUBMITTAL

The Respondent must submit information that details and clearly describes its experience and capability to perform Customer Care Representative Services described in this EQIB and its approach to such work to the Port Authority. At a minimum, the Submission shall address the following:

- (1) Management Approach

- A. The Respondent should provide a complete description of how it intends to implement and manage the required CCR Services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the CCR Services described in the EQIB.
- B. The Respondent should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized and those to be utilized under this Contract, including, but not limited to:
- Customer Care Service-related training
 - Security training
 - OSHA safety training
 - Employee motivation and incentive programs
 - Quality Assurance/Quality Control programs
- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).
- C. The Respondent shall describe, in outline form, how employees will be recruited, hired, and trained. The Respondent shall show the number of full time and part time employees (excluding Temporary Summer employees), to be utilized in providing the CCR Services, including supervisory staff. The Respondent shall submit a plan to minimize employee turnover. The Respondent shall also specify what it considers an acceptable employee turnover rate for this Contract and shall identify its annual retention statistics for non-supervisory positions over the past five (5) years. It is the Port Authority's preference to have the Respondent submit a staffing plan that maximizes the use of full-time employees.
- D. The Respondent shall submit a narrative description of its Wage, Health and Supplemental Benefits Plan for the Contract.
- E. The Respondent shall submit documentation demonstrating its ability to comply with the Contract requirements including M/WBE subcontracting and insurance. Respondent shall also submit evidence of compliance with such requirements on other Contracts, including Contracts with the Port Authority and its subsidiaries, if any. The Respondent shall describe its plan to ensure that an employee who performed a similar role, including but not limited to, the current workforce under the existing Contract at any of the Airports under a previous Port Authority Contract, suffers no diminution in wage rate under the new Contract.
- F. The Respondent should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the Respondent who are to be exclusively dedicated to the Contract including:

- Their length of service with the firm
- The anticipated function of each person on the Contract
- A summary of the relevant experience of each person listed
- A statement that the minimum wages/ salaries will be met for the Contractor Representative and Customer Care Representative (CCR) Manager and Customer Care Representative (CCR) Assistant Manager at each Airport.

The resumes of the individuals who are being recommended for these positions should be included in the Submittal.

The Respondent shall submit a comprehensive organizational chart indicating the reporting structure.

(2) Customer Service and Related Programs

A. The Respondent shall submit, consistent with Exhibit E of the attached Form of Contract entitled "Airport Standards Manual," information on how it plans to implement and enforce customer service standards, including, but not limited to, the following areas:

- Customer Interaction
- greetings
- addressing customers
- attitude
- helpfulness
- demeanor
- courtesy
- technology
- Appearance and Uniforms

B. The Respondent shall provide as part of its response, as it relates to customer service, a complete description of how it will measure its performance against the PA Aviation Customer Service standards included herein established for the Contract, including but not limited to, how often staff evaluations will be performed, who will perform the evaluations and what will be done with the information once the evaluations are completed. Evaluations should cover both supervisory and non-supervisory staff. The Respondent shall also describe how it will communicate and reinforce these standards, as well as how it expects to obtain feedback from its employees with regard to them.

C. In addition, the Respondent should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and Stewart International Airport, including how it will determine and maintain performance measurements.

(3.) Experience of Respondent, Technical Expertise, the Respondent's Capability to Meet the Requirements of this EQIB and Financial Capability

A. The Respondent shall submit a listing of all relevant Contracts that were performed by or are currently being performed by the Respondent within the last three (3) years. For each Contract listed, include:

- The name and address of the Contracting party
- The locations where the work was performed
- Duration of the Contract
- The approximate dollar amount of the Contract
- The annual staff hours of full and part time labor expended in the performance of the Contract
- A summary of the types of work performed
- The names, addresses and telephone numbers of the owners
- Representatives familiar with the work that the Port Authority may contact.

B. The Respondent shall submit to the Port Authority a detailed itemized description explaining technical expertise and past experience the Respondent has in the following areas:

- Utilization of technological advances in Customer Care Service and resulting benefits;
- Management of Customer Care Service in buildings and facilities, of similar size.

C. The Submittal must include the Respondent's plan to ensure compliance with the requirements of this Contract.

- The Respondent shall submit risk assessment and succession plans to the Port Authority, that assess the business risk in taking on the significant amount of new work that will be required under this Contract. The risk assessment plan should take into account all work currently under contract, as well as work that is under contract to companies which the Respondent/Firm owns, controls or has an interest.

(4.) Contractor Identity Check/Background Screening Plan

A. The Respondent shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Respondent will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

- The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

B. The Respondent shall provide any other information that is related to the requirements in this Section (Section F), that the Respondents believes would be helpful to the Port Authority in the evaluation of its EQIB.

G. Acknowledgment of Addenda

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

If the Respondent downloaded this EQIB it is the responsibility of the Respondent to periodically check the Port Authority website at <http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php> and download any Addenda that might have been issued in connection with this solicitation.

H. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this EQIB as Attachment B, Standard Contract Terms and Conditions governing the Contract. The Respondents are required to agree with these Standard Contract Terms and Conditions. The firm is expected to respond to this solicitation's requirements as outlined herein and altered by any Addenda or clarifications.

I. M/WBE Plan

The Respondent shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder included in section 6 entitled "M/WBE Subcontracting Provisions".

J. PHASE 2 INFORMATION

NOTE: Phase 2 Submission requirements will be outlined in a Phase 2 solicitation document, which will only be provided to firms that have been deemed qualified in Phase 1.

During Phase 2, the Respondent shall submit bid pricing indicating the compensation that it expects to receive. The Pricing requirements shall be complete and inclusive of all work required by this EQIB and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, health benefits and other benefits, overheads, profits, etc. The pricing should be submitted on designated Pricing Form(s) furnished only to qualified firms/Respondents.

In addition, the Respondent shall submit a completed "Calculation of Hourly Rate" form and "Monthly Management Fee Calculation" form, which upon acceptance by

the Port Authority shall become part of the Contract and subject to audit in accordance with the Wages, Health and Supplemental Benefits requirements hereunder or established at the time of submission acceptance.

9. CONDITIONS FOR THE SUBMISSION OF AN EQIB

In addition to all other requirements of this EQIB, Respondents agree to the following conditions for their Submissions:

A. Changes to this EQIB

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

B. Preparation Costs

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

C. Disclosure of Submission / Bid Contents / Use of Ideas and Materials

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

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this EQIB shall become the property of the Port Authority. Failure of a firm to be deemed prequalified or invited to participate in Phase 2 shall not affect this right with respect to that firms submitted materials.

E. Subcontractors

If a firm intends to use subcontractor(s), the firm must identify in its Submission the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. Subcontractor(s), prior to beginning any work, must be approved by the Port Authority.

F. Conflict of Interest

If the firm or any employee, agent or subcontractor of the Respondent may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the firm shall include in its reply a statement indicating the nature of the conflict. The Port Authority

reserves the right to disqualify the firm's Submission, if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

Submissions must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the firm to the provisions of its submission and this EQIB.

H. References

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

I. Evaluation Procedures and Negotiation

Only firms which meet the prerequisites, if any, may have their Submissions evaluated based on the evaluation criteria set forth in this EQIB. The Port Authority may use such procedures that it deems appropriate to evaluate such Submissions. In Phase 1 of this EQIB, the Port Authority may elect to initiate contract negotiations with one or more firms. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

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

K. Most Advantageous Offer/No Obligation to Award

A recommendation will be made to award the Contract to the lowest responsive and responsible firm of the prequalified firms that are invited to participate in Phase 2. Neither the release of this EQIB nor the acceptance of any documentation shall compel the Port Authority to accept any Submission. The Port Authority shall not be obligated in any manner whatsoever to any firm until a Submission is accepted by the Port Authority in the manner provided in the Section of this EQIB entitled "EQIB Acceptance or Rejection". The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

L. Multiple Contract Awards

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

M. Right to Extend Contract

If this is a submission for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful firm.

N. Rights of the Port Authority

1. The Port Authority reserves all its rights at law and equity with respect to this EQIB including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this EQIB, to reject any and all Submissions, to waive defects or irregularities in Submissions received, to seek clarification of Submittals, to request additional information, to request any or all submitters/bidders to make a presentation, to undertake discussions and modifications with one or more firms, or to negotiate an agreement with any firm or third person who, at any time, subsequent to the deadline for submissions to this EQIB may express an interest in the subject matter hereof, to terminate further participation in the submittal process by a firm or to proceed with any EQIB or modified EQIB, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete Submissions or to request or accept additional material or information. The holding of any discussions with any firm shall not constitute acceptance of a Submission and a Submission may be accepted with or without discussions.
2. No Respondent shall have any rights against the Port Authority arising from the contents of this EQIB, the receipt of Submissions or the incorporation or rejection of information contained in any Submittal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each firm making a Submission, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Respondent required by this EQIB or Contract and the firm agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

3. At any time and from time to time after the opening of the Submission the Port Authority may give oral or written notice to one or more firm to furnish additional information relating to its submittal and/or qualifications to perform the services contained in this EQIB or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of an Submission. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a firm or another or held liable to a firm or another under any term or provision of this EQIB any statements made herein, or because of the Submission or attempted Submission or other response hereto or otherwise.

ATTACHMENT A
AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/Freedom-of-Information-Policy-and-Procedure.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a Submittal.

(Firm)

(Signature)

(Title)

(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

ATTACHMENT B

CONTRACT TERMS AND CONDITIONS FOR FACILITY SERVICES

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PART I- CONTRACT SPECIFIC TERMS AND CONDITIONS

Section 1. General Agreement

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

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

Section 2. Description of Services

The Contractor shall provide Customer Care Representatives ("CCRs") and management oversight for information and customer assistance services at numerous locations throughout John F. Kennedy International Airport, Newark Liberty International Airport, LaGuardia Airport and Stewart International Airport (hereinafter collectively referred to as "the Airports" or "the Facilities" and individually as "the Airport" or "Facility"), as well as furnishing ground transportation information and reservation services at ground transportation information counters and/or other locations at the Airports as designated by the Port Authority for the purpose of providing information to the traveling public about commercial ground transportation services, general airport information, directions, tourism information, baggage assistance, aiding passengers with disabilities and such other services as necessary to make a customer's trip through each Airport more pleasant, efficient and convenient. Customer Care Representatives will make, or assist customers in making, reservations with ground transportation providers through the use of computers or other technology. Customer Care Representatives will also be stationed at a Central Office Location(s) currently located at 225 Park Avenue South, New York, N.Y. (hereinafter sometimes called the "COL") to provide information via telephone about ground transportation and other airport services.

The Contractor acknowledges and agrees that the work to be performed under this Contract shall include the provision of airport customer service and accordingly it is of the essence of this Contract that such customer service be provided at all times in a high quality, courteous and professional manner.

Section 3. Duration

- (a) The term of this Contract shall be for a five (5) year period (the "Initial Term") commencing on or about April 12, 2011 at 12:01 o'clock a.m. (said date and time hereinafter sometimes called "the Commencement Date") and unless sooner terminated or revoked or extended as provided in Paragraph (b) and (c) hereof shall expire on or about April 11, 2016 at 11:59 o'clock p.m. (said date and time hereinafter sometimes called the "Expiration Date").
- (b) The Port Authority shall have the right to extend this Contract for one (1) additional two (2) year period to April 11, 2018 (hereinafter called the "Option Period") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- (c) The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

Section 4. Billing and Payment

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

- (a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Cost Proposal Forms, as the same may be adjusted from time to time as specified herein, minus any deductions for services not

performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.

- (b) On or before the Friday of the calendar week following the week in which the Commencement Date falls and on or before the Friday of each and every calendar week thereafter during the term of this Contract including the calendar week following the expiration of this Contract, the Contractor shall submit to the Port Authority separate itemized invoices for each Airport (and any Central Office Location) setting forth total amounts due for the previous weekly period and setting forth the total Customer Care Representative Hours, Customer Care Representative Supervisor Hours, Part Time Employee Hours, Temporary Summer Employees Hours and applying the appropriate rates thereto. Such invoice shall also separately list the total number of hours of post coverage provided per shift and per day during the entire applicable Weekly Period. The Contractor shall, in addition, furnish any and all pertinent information as may be required from time to time by the Port Authority. Within thirty (30) days upon receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice. Payments made hereunder are subject to such adjustments as may be necessitated following Port Authority verification of the accuracy of amounts invoiced. Such payments are further subject to deductions for such liquidated damages to which the Port Authority may be entitled pursuant to the Section of this Contract entitled "Liquidated Damages."
- (c) The Monthly Operating Charge Per Vehicle, Monthly Management Fee and Monthly Cost of Space, if any, the charges for reimbursable expenses, if any, and the charges for Extra Work, if any, shall be paid by the Port Authority to the Contractor monthly at the rate specified on the Cost Proposal Form as the same may have been adjusted as hereinafter set forth (hereinafter referred to as the "Total Monthly Amount"). Such amount for each calendar month shall be submitted on separate itemized invoices for each Airport (and any Central Office Location) hereunder by the Contractor to the Airport Manager for each Airport on or before the tenth day of the month following the month in which the Commencement Date occurs and on or before the tenth day of each and every calendar month thereafter during the term of this Contract including the calendar month following the expiration of this Contract. Payments of amounts for a period of less than a full calendar month shall be computed by multiplying the applicable monthly amount by a fraction the numerator of which shall be the number of days this Contract was in effect for said month and the denominator of which shall be the number of days contained in such monthly period. Within thirty (30) days upon receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice. Payments made hereunder are subject to such adjustments as may be necessitated following Port Authority verification of the accuracy of amounts invoiced. Such payments are further subject to deductions for such liquidated damages to which the Port Authority may be entitled pursuant to the Section of this Contract entitled "Liquidated Damages."
- (d) The Monthly Management Fee shall be apportioned to each Facility hereunder in the same percentage amount that represents the percentage of staffing hours at each Facility unless

otherwise directed by the Port Authority (for example, if twenty percent of staffing hours is at one Airport, the Monthly Management Fee allocated to that Airport shall be twenty percent). The Monthly Operating Charge Per Vehicle and Monthly Cost of Space, as well as any other expenses incurred by the Contractor which are billable to the Port Authority under the terms of this Contract, shall be apportioned to each Airport in accordance with the actual costs incurred. (Such apportionment, which shall apply only if this Contract covers more than one Airport, is for Port Authority billing purposes and is not an indication that the parties deem the same to be appropriate for other purposes).|

- (e) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- (f) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.
- (g) "Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.
- (h) In the event any statement required hereunder to be submitted to the Port Authority is not submitted within the time specified, then the time when the Port Authority is obligated to pay the amount covered by said statement to the Contractor, pursuant to this Section, shall be extended so that in all cases the Port Authority shall not be required to pay any amount to the Contractor prior to the thirty (30) day period set forth herein for payment.

Section 5. Escalation

For each year following the third year of the Base Term and for any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period

as described in the paragraph entitled "Duration" in Section 3, hereof) the Port Authority shall adjust the amounts payable to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the fourth Contract year, the Price Index shall be determined for the months of November 2012 and November 2013. The amounts payable to the Contractor in the third year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for November 2013 and the denominator of which is the Price Index for November 2012. The resulting product shall be the amounts payable to the Contractor in the fourth year of the Contract.

For the fifth Contract year, the Price Index shall be determined for the months of November 2013 and November 2014. The amounts payable to the Contractor in the fourth year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for November 2014 and the denominator of which is the Price Index for November 2013. The resulting product shall be the amounts payable to the Contractor in the fifth year of the Contract.

For the first year of the two-year Option Period of the Contract, the Price Index shall be determined for the months of November 2014 and November 2015. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for November 2015 and the denominator of which is the Price Index for November 2014. The resulting product shall be the amounts payable to the Contractor in the first year of the two year Option Period.

For the second year of the two year Option Period of the Contract, the Price Index shall be determined for the months of November 2015 and November 2016. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for November 2016 and the denominator of which is the Price Index for November 2015. The resulting product shall be the amounts payable to the Contractor in the second year of the two year Option Period.

Notwithstanding the provisions of this section, in no event shall any annual adjustment hereunder be greater than three percent (3%) per annum or less than zero percent (0%).

In the event the amounts payable to the Contractor as set forth on the Price Sheet shall be adjusted hereunder, then, simultaneously with such adjustment, the Minimum Direct Hourly Wage, Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority (cumulatively the "employee payments"), the Minimum Direct Annual Salaries of the Contractor Representative, Customer Care Representative Manager, Customer Care Representative Assistant Manager shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments and the Minimum

Direct Annual Salaries of the Contractor Representative, Customer Care Representative Manager, Customer Care Representative Assistant Manager shall be in effect and payable as though set forth in the Form of Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to the Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period. In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Minimum Direct Hourly Wage, Average Hourly Direct Wages and the Supplemental Benefits, the Minimum Direct Annual Salaries of the Contractor Representative, Customer Care Representative Manager, Customer Care Representative Assistant Manager and the pricing currently in effect required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits and or direct salaries at its own discretion.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate. Notwithstanding the provisions of this section, in no event shall any annual adjustment hereunder be greater than three (3%) or less than zero percent (0%) per annum.

The amounts payable to the Contractor for service costs during the 120-day Extension Period shall not be subject to adjustment. Labor and service costs for the 120-day Extension Period shall be the same as in effect during the contract year prior to the start of the 120-day Extension Period.

If after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority, the Contractor shall refund to the Port Authority excess amounts theretofore paid by the Port Authority for such period.

Section 6. Audit

The Port Authority has the unlimited right to Audit any section, provision, detail or obligation under this contract with no restriction. The Contractor shall provide system access and reasonable assistance to the Port Authority's External and Internal Audit staff or its consultants in their performance of work under the contract, including producing specific requested information, extraction of data and reports. The Contractor shall support requests related to audits of the agreement and administration tasks and functions covered by this Contract. The Contractor shall ensure that the same level of access is provided to the records of any subcontractor performing work under the Contract.

The Port Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor information "owned" by the Port Authority.

The Port Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this agreement. All Contractor records shall be kept and documents of subcontractors, if applicable. Such access shall be given or obtained both before and within a period of three years after Final Payment to the Contractor, provided, however, that 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 his 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.

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 the Port Authority would have in the absence of such provision.

All records required to be retained shall be kept at all times within the Port District and, during such time, the Contractor shall permit, (and shall cause its subcontractors to permit) in ordinary business hours, the examination and audit of such records and books of account by the duly authorized representatives of Port Authority. If Contractor elects to keep any records related to this Contract outside of the Port District, the Contractor shall be responsible for the cost for transportation and accommodations for Port Authority Audit staff seeking access to such records and this cost shall be borne solely by Contractor.

Section 7. Wages, Health and Supplemental Benefits

(a) Definitions:

- 1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, including those holding the positions of Airport Security Agents, Lead Airport Security Agents, Central Security Station Guard/Identification Office Specialist, Tour Supervisors, Perimeter Intrusion Detection System Security Professional, Human Resources Manager, Human Resources Assistant, Office Managers, Assistant Project Managers Project Managers and other administrative personnel performing such duties exclusively.

"Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time

basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent

- 2) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, even meal periods and relief time shall be excluded, whether or not paid.
- 3) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.
- 4) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 5) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
- 6) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.
- 7) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
- 8) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 9) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance that are not required by law, but excluding Health Benefits.

- 10) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
- 11) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 12) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.
- (b) Supplemental Benefits including but not limited to holiday, sick time and vacation time that are payable in one year but not paid until the following year are allowed to be included in the computation of benefits until they are paid.
For example: Assume an employee begins working for the Contractor on January 1, 2011. Although the employee earns 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2012. The employee's vacation benefits earned in 2011 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. If the employee is permitted to take vacation in 2011, but chose not to do so until 2012, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2011.
- (c) Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages

The following values represent the Direct hourly minimum wage(s) and direct annual minimum salary(s) for each year of the first three years of the Five (5) year base period.

| <u>Minimum Hourly Wages *</u> | <u>Year 1</u> | <u>Year2</u> | <u>Year3</u> |
|--|----------------|---------------|---------------|
| Customer Care Representative- | \$12.36 / hour | \$12.73/ hour | \$13.11/ hour |
| Customer Care Representative Supervisor- | \$16.48 /hour | \$16.97 /hour | \$17.48 /hour |

The Contractor shall pay each of the positions under this contract listed below the stated Minimum Direct Annual Salaries exclusive of any supplemental or other type of benefit required by law, not less than the following:

| Minimum Direct Annual Salaries * | Year 1 | Year2 | Year3 |
|----------------------------------|-----------|----------|----------|
| ASST MGR JFK | \$ 46,092 | \$47,013 | \$47,954 |
| ASST MGR EWR/SWF | \$ 48,242 | \$49,207 | \$50,191 |
| ASST MGR LGA | \$42,878 | \$43,736 | \$44,610 |
| MGR JFK | \$69,673 | \$71,066 | \$72,488 |
| MGR EWR/SWF | \$69,673 | \$71,066 | \$72,488 |
| MGR LGA | \$53,595 | \$54,667 | \$55,760 |
| CONTRACT REP | \$ 85,751 | \$87,466 | \$89,215 |

(b) Temporary Summer Employees *

The Minimum Direct Hourly Wage and Supplemental Benefits set forth herein will not apply to the category of employee identified in the Section of this Contract entitled "Temporary Summer Employees" nor do the hours worked for this category of employee count towards the calculation used in determining the Minimum Direct Hourly Wage and Supplemental Benefits. The Contractor shall compensate these employees at each Facility at a minimum direct hourly wage of eleven dollars and forty cents (\$11.40) per hour for year one, eleven dollars and seventy two cents (\$11.72) per hour for year two and twelve dollars and nine cents (\$12.09) per hour for year three exclusive of any benefits (the "Minimum Direct Hourly Wage"). In addition, the Temporary Summer Employees must be identified, in advance, by name and social security number in writing to distinguish them from other employee wage groups. All other requirements of this Contract will apply to the Temporary Summer Employees, including any employee incentive programs.

(d) Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) no less than Health benefits set forth herein and reduced to a dollar amount in the Calculation of Average Hourly Rate Form. Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

- 1) Health Benefits shall be provided to Employees and their families.
- 2) Health Benefits shall include a health insurance program that includes all of the following components:
 - i. up to and including family coverage, as applicable
 - ii. inpatient hospital services
 - iii. outpatient surgical facility
 - iv. emergency room services
 - v. prenatal services

- vi. well visits/immunizations/routine visits for illness
 - vii. prescription drug benefit
- 3) The Cost of Health Benefits shall be as set forth in the Authority's letter of submission acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
- i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
 - ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
 - iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
- 5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.
- (e) Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental Benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.
- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to

rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits

- 2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are *not includable in the Cost of Supplemental Benefits*
 - 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority
- (f) In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- (g) Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that it is the Contractor's obligation to pay or provide the at least the Minimum Hourly Wages as set forth above and the Average Hourly Direct Wage set forth in the Calculation of Average Hourly Rate Form, the Supplemental Benefits and Health Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.
- (h) Contractors (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph

entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

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

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

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

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

- (j) Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit 1.

- (k) In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Authority's Letter of submission. Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority) , the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.
- (l) In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.
- (m) If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

Section 8 Insurance Procured by the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability endorsement covering the obligations assumed by the Contractor under this Contract AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date Insurance Services Office (ISO) form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy(ies) must contain the following endorsement for the above liability coverages:

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

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

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional

premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance must show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. *[CITS#3561N]*

Section 9. Holidays

No additional compensation is provided to the Contractor by the Port Authority hereunder for services provided on holidays as defined in the Standard Contract Terms and Conditions.

Section 10. Mission Statement

From and after the Commencement Date and continuing throughout the balance of the term of the Contract, including the Option Period and Extension Period, if any, the Contractor shall develop and establish a mission statement for the operation and management of the Customer Care Representative Services, which shall be subject to the continuing approval of the Airport Manager at the respective airport. Within thirty (30) days of the Commencement Date, the Contractor shall, at its expense, post its mission statement in conspicuous on-airport locations including its role-call site and locations in which the general public interfaces with the

Contractor's employees. The location and means of posting the mission statement shall be subject to the prior approval of the Airport Manager. Personnel who interface with the public are expected to be able to explain, upon request, how the mission statement impacts their respective jobs.

The Contractor shall take measures to ensure compliance with all standards referenced in the "Customer Care Airport Standards Manual," attached hereto and made a part hereof as Exhibit E.

Section 11. Job Classifications

The Contractor shall furnish personnel to provide the Customer Care Representative Service, whose duties are more fully described herein, in the following job classifications:

- (a) Customer Care Representative or "CCR"
- (b) Customer Care Representative Supervisor or "CCR Supervisor"
- (c) Temporary Summer Employee
- (d) Customer Care Representative Assistant Manager or "CCR Assistant Manager"
- (e) Customer Care Representative Manager or "CCR Manager"
- (f) Contractor Representative

The Port Authority shall have the right to suspend one or more CCR Manager and/or Assistant CCR Manager positions and/or the Contractor Representative position on fifteen (15) days' notice to the Contractor, the number of which are set forth in Section 14, Section 15 and Section 16. In such event, the Monthly Management Fee shall be reduced by an amount equal to the monthly salary (ies) paid to such CCR Manager(s), CCR Assistant Manager(s) and/or Contractor Representative. In the event such suspension occurs on a day other than the first day of the month, the Management Fee shall only include the salary (ies) for that portion of the month in which the CCR Manager(s), CCR Assistant Manager(s) and/or the Contractor Representative provided services prior to the effective date of such suspension. The Port Authority shall have the right at any time to reinstate such position(s) on fifteen (15) days' notice to the Contractor at which time the CCR Manager's salary (ies), CCR Assistant Manager's salary (ies) and/or the Contractor Representative's salary shall be reinstated.

Section 12. Duties of Customer Care Representatives

- a) The Contractor shall furnish uniformed trained Customer Care Representatives who shall perform general duties at various locations at the Airport which shall include, but shall not be limited to, the following services:
 - (1) Assist airport customers at locations throughout the Airport, including on both the arrivals and departures levels, at general information or other counters or kiosks, on or within the airport transit systems, in the parking lots, in Federal Inspection Areas or anywhere passenger assistance may be required, by providing general information, help with baggage and providing other such services that will make a customer's on-airport experience more efficient, convenient and trouble-free. Such assistance will require interaction with airlines and other Airport tenants and contractors, including giving directions and instructions to find services such as shops, airline ticket counters, baggage

claim areas, restaurants, ground transportation (i.e., taxis, airport buses, public transit buses and subways, express bus and shuttle services, etc.), Welcome Centers, restrooms, etc., and will include escorting them to reach these locations, if necessary, with special attention to passengers with disabilities, the elderly, passengers with children, or others with special needs.

- (2) Assist airport customers using the Welcome Centers or any such counters, kiosks or locations designated by the Port Authority for airport customers to obtain such assistance, by presenting in an unbiased manner, through the use of Port Authority supplied computer equipment or otherwise, the ground transportation options available to them, including rail transportation, from the Airport and, if requested, to make ground transportation reservations with Port Authority ground transportation permittees in accordance with airport customers' instructions.
- (3) Maintain post coverage in accordance with the assigned schedule of the day.
- (4) Monitor Port Authority ground transportation permittees.
- (5) Report and document incidents, notify Port Authority and terminal security of any illegal or unusual activity such as solicitations and unattended items.
- (6) Perform audits and inspections of airport services as directed by the Airport Manager, including, but not limited to, cleanliness, condition, availability of and insure that facilities function in all public areas, including the intra-airport transit services, concessions, restrooms, etc., as directed by the Port Authority.
- (7) Report hazardous conditions within assigned areas of coverage to appropriate parties as directed by the Airport Manager including, but not limited to, ice, snow, flooding, holes in fencing, lighting, telephone and related electronic access equipment outages and broken gates.
- (8) Shall notify the designated Port Authority staff, of any medical emergency and render assistance (non Medical) to persons in post areas until the arrival of medical personnel.
- (9) Respond to and assist in situations involving fires, explosions, bomb threats, floods, crowd control and all other types of unspecified emergencies; as required and directed by the Airport Manager, or his or her authorized representative.
- (10) Report vehicle and patron accidents occurring within the assigned post area to the designated Port Authority representative. Prepare handwritten reports as required.
- (11) In the event of a fire, after notification of the incident to the designated Port Authority representative, assist in safeguarding the patrons pending the arrival of emergency response personnel and equipment.
- (12) Identify situations where passengers are inconvenienced due to maintenance or construction activity and provide assistance where necessary.

- (13) Report and document undesirable behavior on the part of Port Authority ground transportation permittees, their employees or other representatives to ensure appropriate follow up.
- (14) Report any discrepancies with patrons to the CCR Supervisor for resolution regarding the CCR Service or the service rendered by Port Authority ground transportation permittees.
- (15) Evaluate airport customer demand and notify a CCR Supervisor when additional CCRs are required.
- (16) Assist passengers at the bus stops during AirTrain planned shutdowns and outages.
- (17) Collect and report flight delays and cancellations. Report status of terminal conditions during flight delays.
- (18) Determine whether all electronic equipment, computer hardware and software and telephones used at the Welcome Centers and other items that may be specified by the Airport Manager are functioning properly. Notify the CCR Supervisor regarding any of the foregoing that are not functioning properly and assist in the repair or replacement of same as requested.
- (19) Document incidents, maintain records, compile data and prepare reports as determined by the Port Authority, including the preparation of reports to document transactional activities related to the CCR Services.
- (20) Respond to telephone inquiries from the public.
- (21) Post signs or remove signs, distribute brochures and fill brochure racks. Report inaccuracies in signage, brochures or other information material to the CCR Supervisor.
- (22) At the Welcome Center or any other information counters, maintain clean and presentable work stations.
- (23) Update information listed in the ground transportation computer data base, entering fares, schedules, transportation companies, etc. as directed by the Contractor Representative, CCR Manager, CCR Assistant Manager or CCR Supervisor.
- (24) Assist in the issuance of Port Authority ground transportation "Vehicle Stickers" to vehicles operated by Port Authority ground transportation permittees as directed by the Contractor Representative, CCR Manager, CCR Assistant Manager or CCR Supervisor.
- (25) Monitor vehicles operated by Port Authority ground transportation permittees to determine whether or not only vehicles with Port Authority ground transportation "Vehicle Stickers" are being utilized as directed by the Contractor Representative, CCR Manager, CCR Assistant Manager or CCR Supervisor.

- (26) Conduct tours of the Airport as directed by the Airport Manager for individuals or groups, including but not limited to, travel industry representatives, school children, VIPs, etc.
 - (27) Provide Additional Staffing as provided in the Section of this Contract entitled "Additional Staffing Requirements."
 - (28) Assist Patrons requiring language interpretation.
 - (29) Perform related duties as directed by the Contractor Representative, CCR Manager, CCR Assistant Manager or CCR Supervisor.
- b) In dealing with Port Authority ground transportation permittees and the general public, CCRs must maintain neutrality at all times in order to avoid even the appearance of impropriety.

Section 13. Duties of Customer Care Representative Supervisors

The Contractor shall provide the number of post hours for the Customer Care Representative (CCR) Supervisors in accordance with Exhibit A attached hereto and hereby made a part hereof, for each shift at each Airport, whose responsibilities shall include direct supervision of all CCRs. CCR Supervisors shall not perform duties required under the CCR Service or drive CCRs to their assigned posts except as shall be approved by the Port Authority. CCR Supervisors shall devote their time primarily to the supervision of the CCRs on their shift performing CCR Service and to the administration of this Contract, including but not limited to, record keeping and such other matters necessary for the provision of proper CCR Service in accordance with the following:

- (1) Supervise all activities for which the Contractor is responsible at the Airport, including motivating CCRs through direct field contact. Assist the CCR Manager in overseeing all activities carried out by the Contractor and assume management responsibilities as directed by the Contractor.
- (2) Ensure that CCRs are on post, dressed in complete uniform, in compliance with all rules and regulations, and are fulfilling their duties with enthusiasm and excellence.
- (3) Oversee duties performed by CCRs. Review operating logs and reports on physical conditions of terminals, frontages, bus stops and parking lots, etc.
- (4) Transmit information between CCRs and the CCR Manager and CCR Assistant Manager.
- (5) Maintain personnel and attendance files of CCRs.
- (6) Notify Port Authority supervisory staff of any significant delays due to weather or any unusual or emergency situation.

- (7) Be responsible for the optimum utilization of personnel and other resources on an assigned shift, including assistance in establishing scheduling patterns necessary to meet adequate service standards.
- (8) Train personnel with respect to their functions and responsibilities and evaluate subordinates' performance.
- (9) Arrive for duty in sufficient time to ensure a smooth turnover from the previous shift.
- (10) Submit recommendations regarding the hiring and dismissal of employees to higher management as directed. Perform absence control functions.
- (11) Keep the CCR Manager and CCR Assistant Manager fully informed on daily operations.
- (12) Instruct staff on necessity of good public relations and instill the concept of courteous and attentive treatment to the public.
- (13) Make arrangements to replace CCRs who must leave their posts.
- (14) Obtain personnel for overtime, as necessary.
- (15) "On the job" training of new supervisory staff. Explain new procedures to CCRs as they are implemented.
- (16) Monitor Port Authority ground transportation permittees, including shopping their services and riding their vehicles, to determine whether they are providing satisfactory levels of service and conducting ground transportation operations in accordance with prescribed procedures. Prepare written evaluations of the service provided and promptly report illegal or unusual activity observed personally or reported by CCRs.
- (17) Evaluate customer demand and the reports of CCRs regarding the same and notify the CCR Manager or CCR Assistant Manager when additional CCRs are required.
- (18) Prepare for and conduct/attend roll calls.
- (19) Contact CCRs to schedule their work.
- (20) Provide, maintain and file approved sign-in sheets of each tour at the end of each tour and prepare written reports of each tour at the end of each tour as required.
- (21) Regularly determine whether all electronic equipment, computer hardware and software, telephones and any other items required by the Airport Manager to provide the service hereunder are functioning properly; such determination to include the evaluation of reports from CCRs that any of the foregoing are not functioning properly. In the event of malfunction notify the Airport Manager or their designee.

- (22) Perform the duties of the CCR Manager and/or CCR Assistant Manager, as necessary, in his or her absence (only with the prior approval of the Port Authority) at no additional cost to the Port Authority.
- (23) Perform related duties as directed by the Contractor Representative, CCR Manager or CCR Assistant Manager.
- (24) Report any unusual incidents or circumstances to the Airport Manager or its designee. Prepare a detailed written report regarding the incident to be submitted to CCR Manager or CCR Assistant Manager.
- (25) Investigate any and all complaints concerning the actions of Customer Care Representatives.
- (26) Provide Additional Staffing as may be directed by the Airport Manager or CCR Assistant Manager pursuant to the Section of this Contract entitled "Additional Staffing Requirements".
- (27) Ensure prompt compliance with orders, instructions, directions and information from the Port Authority and the Contractor, given in writing or orally regarding the performance of services under this Contract.

Section 14. Duties of Customer Care Representative Assistant Manager

The Contract shall provide a Customer Care Representative Assistant Manager to the Airport who shall report to the Customer Care Representative Manager. All references in this Contract to the Customer Care Representative Manager shall be deemed to include the Customer Care Representative Assistant Manager.

- (a) There shall be one (1) CCR Assistant Manager for JFK
- (b) There shall be one (1) CCR Assistant Manager for LGA
- (c) There shall be one (1) CCR Assistant Manager for EWF. and SWF

The Customer Care Representative Assistant Managers may be required to work weekends on an as needed basis as part of their five-day work-week, at no additional cost to the Port Authority.

Section 15. Duties of Customer Care Representative Manager

The Contractor shall provide a Customer Care Representative(s) (CCR) Manager during normal business hours and/or at those times specified by the Airport Managers for the purpose of supervising the CCRs and CCR Supervisors hereunder. The CCR Manager shall be assigned in the following manner:

- (a) There shall be one (1) CCR Manager for JFK
- (b) There shall be one (1) CCR Manager for LGA
- (c) There shall be one (1) CCR Manager for EWR and SWF

The CCR Manager shall have no other employment with the Contractor than the performance of the duties of a CCR Manager under this Contract. The CCR Manager shall not perform any CCR Service (i.e., the CCR Manager shall not serve in the capacity of a CCR Supervisor or CCR on any regular tour or scheduled relief tour.), except as may be authorized by the Airport Manager, and shall devote his or her time exclusively to supervision and management of the CCRs, CCR Supervisors, and CCR Assistant Manager hereunder in performing their duties and, to the extent directed by the Contractor Representative, to the administration of this Contract including but not limited to scheduling, training of personnel and such other things necessary to the provision of proper CCR Service as specified in this Contract. At its expense, the Contractor shall furnish the CCR Manager with a cell phone or beeper by which the Airport Manager can contact the CCR Manager at any time, 24 hours a day, 365 days a year.

In the event of a weather event, AirTrain outage, or other emergency condition, such condition being at the sole determination of the Airport Manager, the CCR Manager shall be required to work extended hours at the Airport to ensure the CCR Service is provided in a satisfactory manner. Extended CCR Manager hours of work shall be determined by the Airport Manager.

The Contractor shall designate a CCR Supervisor who, in times of emergency, will assist the CCR Manager and CCR Assistant Manager and be required to perform the duties of the CCR Manager and CCR Assistant Manager during hours when the CCR Manager and CCR Assistant Manager are not at the Airport. Hours worked by such CCR Supervisor shall be in addition to and not in place of those identified in Exhibit A of this Contract, and shall be billed at the CCR Supervisor Hourly Rate.

The duties of the Customer Care Representative Manager shall include, but not be limited to, the following:

- (1) Keep the Airport Manager apprised of the general status of the CCR Service including staffing requirements, and be available to meet with the Airport Manager at those times specified by the Airport Manager (which may be outside of the CCR Manager's regular working hours) for prompt attention to and compliance with orders, instructions, directions and information written or orally given by the Airport Manager regarding the performance of the work specified in this Contract and for inspection tours of the Airport. At no additional cost to the Port Authority.
- (2) Plan, organize, direct and control the work required of all the Contractor's administrative and supervisory personnel operating at the Airport.
- (3) Abide by and ensure adherence to established policies, rules, procedures and regulations of the Port Authority as applicable at the Airport.
- (4) Respond orally or in writing (subject to the direction of the Airport Manager) to written and oral complaints regarding the CCR Service or the service rendered by Port Authority ground transportation permittees; keep the Contractor Representative and the Airport Manager advised regarding the status and nature of such complaints.

- (5) Maintain close communication and liaise with the Airport Manager or his/her duly designated representative on day-to-day operational problems and assure cooperation of his/her staff with authorized representatives of the Port Authority.
- (6) Maintain a professional, business-like relationship with the Port Authority ground transportation permittees to ensure service is provided to customers in a high quality manner and the needs of the permittees are addressed.
- (7) Be responsible for achieving a superior level of customer service by all employees of the Contractor at the Airport.
- (8) Be proactive in analyzing operational activities and developing procedures to improve service. In those cases where Port Authority action is required, the Customer Care Representative Manager is expected to submit recommendations for Port Authority consideration.
- (9) Assist in setting and enforcing standards regarding the Contractor's employees' personal appearance and demeanor.
- (10) Oversee the selection and discipline of the Contractor's employees working at the Airport.
- (11) Initiate and direct the orientation and training of all employees of the Contractor to assure maximum efficiency.
- (12) Review all records and reports and take necessary action directly or through supervisors to correct errors and improve the proficiency and accuracy of the Contractor's employees.
- (13) Authorize and approve the purchase of supplies, services and materials associated with the administration and operation of the CCR Services in accordance with this Agreement. At no additional cost to the Port Authority (Cost are as included in the Contractor's Monthly Management fee)
- (14) Be responsible for maintaining a daily record, to be called " the Manager's Log," which will note by time and date of all instances of unusual events and will record the nature and result of all communications with Port Authority representatives. A summary of the Manager's Log shall be forwarded daily to the Airport Manager (or such office as he/she designates) as a morning report for the previous day, including among other things special payment authorization sheets submitted for approval.
- (15) Investigate and respond either verbally or in writing as directed by the Port Authority to complaints raised by customers or permittees.
- (16) Conduct unannounced personal inspections at various times of the day and week to observe and evaluate the performance of subordinate personnel in fulfilling customer service standards and contractual obligations.

- (17) Establish and maintain an on-going quality assurance program for all subordinate employees (i.e., a quality assurance evaluation will be conducted every 90 days).

Section 16. Duties of Contractor Representative

- (a) The Contractor shall provide a Contractor Representative for the purpose of coordinating and supervising the activities of the CCRs, CCR Supervisors and CCR Managers at all of the Airports hereunder. The Contractor Representative shall have overall responsibility for the CCR Service to be provided by the Contractor under this Agreement and shall have a complete and current understanding of the CCR Service, including the services of Port Authority ground transportation permittees and other ground transportation operators for whom the CCR Service provides services hereunder, and shall be fully responsible for the coordination and implementation of all Port Authority directives in connection with the CCR Service.
- (b) The Contractor Representative shall be stationed at each of the Airports hereunder apportioning his/her time generally in equal amounts to each Airport. The Contractor Representative shall have no other employment with the Contractor other than the performance of the duties of a Contractor Representative under this Contract. The Contractor Representative shall make his or her presence available to the Airport Manager during normal business hours and/or at those times specified by the Airport Manager, for prompt attention to and compliance with orders, instructions, directions and information written or orally given regarding the performance of the work specified in this Contract and for inspection tours of the Facility. The Contractor Representative shall have full power and authority to act on behalf of the Contractor with respect to this Contract.

Section 17. Schedule of Customer Care Representative Service

The Contractor shall furnish uniformed CCRs and CCR Supervisors who shall be assigned to the Facilities for the number of hours per day as listed in Exhibit A, on a seven (7) days per week, three hundred sixty-five (365) days per year (three hundred sixty-six (366) days per year during leap year) basis, except as otherwise indicated in Exhibit A. The Contractor understands and agrees that Exhibit A is subject to change as described in the Section of this Contract entitled "Customer Service Hours Increase/Decrease."

Section 18. Tours of Duty

- (a) The Port Authority will compensate the Contractor for post hours. Post hours include only that time at which an employee is on his or her post. Post hours do not include roll call, transportation to or from the roll call location, meal breaks, or any other time off post. Post coverage is to be continuous during the hours specified, except for personal excused time as specified in paragraph (g) of this Section.
- (b) The Contractor shall, at its expense, transport CCRs from the roll call area to their assigned posts at the start of the tour and return them at the end of the tour. Such drivers are not to be

considered as providing post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed

- (c) A regular 8-hour tour for a CCR shall include a minimum of a ½ hour meal period. All Contractor's personnel assigned to duty at the Facility will report for duty ½ hour prior to each assigned tour for the purpose of roll call unless otherwise directed by the Port Authority. The location at which roll call is conducted shall be subject to approval of the Airport Manager. All employees must sign in at the onset of each tour and sign out at the completion of each tour at a location designated by the Port Authority. Sign in and sign out records must be made available to the Airport Manager within 24 hours after the close of the business day. The CCR Manager or his/her authorized representative will conduct roll call and dispatch the Contractor's personnel to their assigned posts. Roll call time prior to the commencement of actual post coverage is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed; however, such time will be considered hours worked for the purpose of computing Average Hourly Wage and Supplemental Benefits specified in the Section of this Contract entitled "Wages and Supplemental Benefits." Meal periods will not be considered post coverage and will not be included in the post hours for which the Port Authority is to be billed. For the purpose of computing the Average Hourly Wage and Supplemental Benefits under the Section of this Contract entitled "Wages and Supplemental Benefits," meal periods will not be considered hours worked; however, wages paid, if any, shall be considered for such computation. These breaks shall be logged by the CCR Supervisor or such other Contractor personnel as may be determined by the Airport Manager and a copy of this form forwarded to the Port Authority daily. CCRs shall be relieved from duty during the meal period and will not be permitted to take this break on post or in the vicinity of the post area or areas where other CCRs are on duty.
- (d) Relief for CCR Supervisors shall not be furnished by the Contractor during meal periods scheduled for CCR Supervisors, unless the Airport Manager requires post coverage for such meal times as set forth below. CCR Supervisors shall not leave the Airport during such meal periods and shall be available by telephone, two-way radio, or beeper during such meal periods to respond to occurrences at the Airport and to directions from the Airport Manager. The Airport Manager may require post coverage during such meal periods with respect to one or more CCR Supervisor posts and, if such coverage is so required, shall by notice to the Contractor increase the number of CCR Supervisor hours under this Contract and shall pay the Contractor for such hours at the CCR Supervisor Hourly Charge.
- (e) Individual CCRs shall not be scheduled for more than eight (8) hours of duty (not including meal periods but including any breaks) within a twenty-four (24) hour period nor shall an individual be scheduled for more than forty (40) hours of duty per week nor less than thirty two (32) hours per week (not including meal periods but including any breaks), except for those CCRs designated as Part Time Employees or as may be approved by the Airport Manager. In the event, however, that such personnel are on duty beyond that time, the Contractor shall have all responsibility for and the Port Authority shall not be responsible for overtime payments, except as provided in the Section of this Contract entitled "Customer Service Hours Increase/Decrease."

- (f) No CCRs shall be on duty for more than twelve (12) hours in a twenty-four (24) hour period except in the case of an emergency situation; such emergency situations hereunder to be determined by the Airport Manager. Even during emergency situations, however, CCRs will not in any event be permitted to work more than sixteen (16) continuous hours (not including meal periods).
- (g) CCRs shall not leave their posts unattended, at any time, unless permission is obtained from the Airport Manager or his/her designated representative. Personal excused time, subject to the discretion of the Airport Manager, shall be permitted by the Contractor's personnel for the use of restrooms. This excused time shall not exceed two (2) separate ten (10) minute breaks during an eight (8) hour tour of duty and is not to be combined with any meal periods. These breaks shall be logged and a copy of this form forwarded to the Port Authority daily.
- (h) The Contractor shall submit to the Airport Manager a monthly schedule, one (1) week in advance of the commencement of each calendar month during the term of this Contract, showing the names of all personnel to be assigned to the Facility including CCRs, CCR Supervisors, CCR Assistant Manager and the CCR Manager, the dates each is to work, the shifts and posts to which each is to be assigned and the scheduled meal periods of each person. The Airport Manager shall be advised of any changes that are made in this schedule as soon as they are known.
- (i) The Contractor shall provide clerical support at each Airport which is not to be considered as post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed.
- (j) The normal workday for the Contractor Representative and CCR Manager will be 8:00 A.M. to 5:00 P.M., Monday through Friday. The normal workday hours for the CCR Assistant Manager will be from 3:00 P.M. to Midnight. An employee of the Contractor, acceptable to the Airport Manager, must cover all absences such as those due to illness, holidays or vacation, or liquidated damages will be imposed as cited in the Section of this Contract entitled "Liquidated Damages." The CCR Manager is not permitted to leave the Airport during his/her scheduled workday without the approval of the Airport Manager.

Section 19. AIR-RIDE Telephone Information Services

The AIR-RIDE Telephone Information Office responds to requests by telephone for information about ground transportation and other services available at John F. Kennedy International Airport, Newark Liberty International Airport and LaGuardia Airport. The Port Authority hereby initially designates two posts for the AIR-RIDE Telephone Information Service at a Central Office Location (COL) to be staffed as provided in this paragraph. The Port Authority shall have the right to direct from time to time the Contractor to provide up to a total of eight (8) such posts, the location of which shall be at any Airport hereunder, to be staffed by either CCRs or CCR Supervisors. These posts will consist of a continuous eight (8) hour shift and shall be staffed by full time employees of the Contractor who shall arrive at 7:30 o'clock a.m. and depart at 4:00 o'clock p.m., Monday through Friday, or any other eight and one half (8 1/2) hour period as the Port Authority may designate. The Contractor shall not provide replacement coverage for

break and meal periods but shall provide replacement coverage for the sick time, regular days off, and vacation time, etc., of such employees only if so directed by the Port Authority. The Port Authority shall pay the Contractor at the applicable CCR Hourly Charge or CCR Supervisor Hourly Charge for eight (8) hours for each such shift as aforesaid actually completed.

Duties relating to the AIR-RIDE Telephone Information Services include, but are not limited to the following:

- (a) Responsibility for manning the AIR-RIDE phone system that includes providing information on transportation to and from the airports. Will also provide other airport information if customer requests it.
- (b) Tracking AIR-RIDE calls for statistical purposes.
- (c) Using the Ground Transportation Information System (GTIS) computer equipment supplied by the Port Authority and updating the GTIS system for fares, schedules, new stops, new Permittees and airline information as directed by the Port Authority.
- (d) Preparing monthly/annual statistical reports on GTIS activity.
- (e) Tracking Permittee information, prepare monthly reports for Permittee sticker billing and inventory and produce paperwork for new Permittee stickers.
- (f) Researching and assisting in resolution of customer complaints regarding Permittees.

Section 20. Customer Care Training Services

The Contractor shall assume responsibility for conducting "Customer Care Training" for staff employed at the four Port Authority Airports that include but are not limited to Contractors, Airline Terminal Concession employees and other Airport employees as may be determined by the Port Authority from time to time. The Contractor will provide Customer Care training at all Security Identification Display Area (SIDA) classes that will be 30 minutes in duration. Other training classes will be required on an as needed basis when airport partners request additional training or if the Port Authority deems them necessary. These additional training classes will be 60 to 90 minutes in duration. Materials for conducting such training including audio visual equipment as well as classroom space for such purposes shall be provided by the Port Authority. Detailed monthly reports shall be prepared by the trainers for each Airport and shall be submitted to the Port Authority Representative. The Port Authority shall provide the initial training for one or more employees of the Contractor who shall then be responsible for subsequent training of any additional trainers. The trainers furnished by the Contractor, as well as the content of all training classes, shall be subject to the prior and continuing approval of the Port Authority. The Port Authority shall pay the Contractor at the applicable CCR Hourly Charge or CCR Supervisor Hourly Charge for the actual number of hours such employees conduct training. The Contractor shall not be responsible for wages of staff who receive Customer Care Training and are not its employees. The Port Authority reserves the right to increase or decrease the number of training classes or the duration of the classes that the Contractor will be required to provide.

Section 21. Part Time Customer Care Representative Employees

The Contractor shall use Part Time Customer Care Representative Employees (hereinafter referred to as "Part Time Employees"). A Part Time Employees shall perform the duties of the Customer Care Representatives and will work less than thirty (30) hours per week during a seven (7) day consecutive period continually throughout each Contract Year. Wherever the term Customer Care Representative is used in this Contract, it shall also be deemed to include Part Time Employees, except for the Section of this Contract entitled "Wages and Supplemental Benefits". The Manager or his/her authorized designee shall approve the schedule necessary to maintain coverage of part time post hours under this contract.

Section 22. Temporary Summer Employees

The Contractor shall use Temporary Summer Employees (hereinafter sometimes referred to as the "Temporary Summer Employees") during the peak summer travel season (generally from Memorial Day through late September), Temporary Summer Employees will be required to accommodate the increased number of summer travelers. The Port Authority shall designate from time to time the number of Temporary Summer Employees that will be required. Temporary Summer Employees shall perform the duties of the Customer Care Representatives. Whenever the term Customer Care Representative is used in this Contract, it shall also be deemed to include Temporary Summer Employees, except for the Section of this Contract entitled "Wages and Supplemental Benefits." The Port Authority reserves the right, in its sole discretion, to require the use of Temporary Summer Employees during non-summer months as may be determined by the Airport Manager, such as when year-end holiday traffic or construction activity requires additional staffing on a temporary basis.

Section 23. Management and Supervision

- (a) CCR Supervisors, CCR Assistant Managers, CCR Managers and the Contractor Representative (sometimes hereinafter referred to as "the Supervisory Personnel") must maintain neutrality at all times in dealing with Port Authority ground transportation permittees and the general public in order to avoid even the appearance of impropriety.
- (b) The Port Authority shall have the right of prior approval for all Contractor Representative, CCR Manager, CCR Assistant Manager and CCR Supervisor personnel hereunder. Prior to assigning any personnel to this Contract as a Contractor Representative, CCR Manager, CCR Assistant Manager and CCR Supervisor, the Contractor shall furnish to the Port Authority the resume of the proposed Contractor Representative, CCR Manager, CCR Assistant Manager or CCR Supervisor detailing his or her experience and qualifications for the past five (5) years. In addition, a personal interview may be required by the Airport Manager prior to the assignment of any such personnel to this Contract.
- (c) The Contractor shall furnish a sufficient number of trained personnel to perform the functions required of the Contractor Representative, the CCR Manager, CCR Assistant Manager and the CCR Supervisors under this Contract. If any such personnel are found by the Airport Manager to be unable to perform the services to be furnished hereunder in a

proper and satisfactory manner, then upon notice from the Airport Manager, the Contractor shall immediately remove any such personnel and replace them with personnel satisfactory to the Airport Manager and the requirements hereof.

- (d) The Contractor hereby acknowledges and agrees that the duties of the Supervisory Personnel are such that the persons employed by the Contractor to provide the same must be able to communicate in person and by radio and telephone clearly and effectively and must be able to make decisions rapidly and correctly. Only experienced persons shall be engaged by the Contractor to provide supervisory services hereunder. Any action of any Supervisory Personnel shall be deemed to have been performed by the Contractor and any failure to act shall be the responsibility of the Contractor.
- (e) All Supervisory Personnel as hereinabove set forth shall devote the hours that they are on duty as hereinabove set forth exclusively to operations under this Contract.

Section 24. Customer Care Hours Increase/Decrease

- (a) The Port Authority shall have the right to increase or decrease on at least two (2) hours' notice to the Contractor, any category of customer care hours previously scheduled to be provided under this Contract. Any increase or decrease in the requirement for the CCR Service hours hereunder shall be limited so that no decrease or increase therein shall be made that will result in a schedule which will be reduced or increased by more than twenty-five (25%) of the total hours scheduled during the immediately preceding 24-hour period. In the event the Port Authority decides to increase or decrease the scheduled service as aforesaid, it shall give not less than 24-hours prior written notice to the Contractor to such effect, said changes to be effective on the date specified in the notice.
- (b) The Port Authority shall have the right to request, on less than two (2) hours' notice to the Contractor, that the customer care hours previously scheduled to be provided under this Contract be increased. The Contractor shall use its best efforts to fulfill such request. Any increase of such hours provided on less than two (2) hours' notice, as aforesaid, shall be compensated to the Contractor at the CCR Overtime Hourly Charge or the CCR Supervisor Overtime Hourly Charge, as the case may be, in effect at the time of providing such service. Nothing in this paragraph shall obligate or be deemed to obligate the Port Authority to pay at any other rate than the CCR hourly Charge and the CCR Supervisor Hourly Charge as established hereunder for additional hours for which the Contractor was provided with two (2) or more hours' notice to the Contractor.
- (c) The term "Overtime Hourly Charge" shall mean one hundred twenty percent (120%) of the Hourly Charge to be paid for additional hours of staffing on post for each of the categories of Customer Care Hours requested on less than two (2) hours' advance notice to the Contractor. Such charge is payable instead of and not in addition to the Hourly Charge for each category of service.

- (d) The Port Authority shall have the right to direct the Contractor to place and relocate CCRs and CCR Supervisors at the Airport from time to time and at any time on notice to the Contractor where such placement or relocation of CCRs and CCR Supervisors neither increases nor decrease the Contractor's overall staff schedule for duty at any time.
- (e) In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.
- (f) No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.
- (g) Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

Section 25. Additional Staffing Requirements

Without limiting the rights of the Port Authority, in the event an Airline, Airport Tenant, Other Airport Contractor or Airport customer requests staffing by CCRs or CCR Supervisors at locations not covered in this Contract or, if requested by the Airport Manager, the Port Authority shall have the right from time to time to direct that the Contractor furnish post coverage by CCRs or CCR Supervisors as may be specified by the Port Authority in accordance with the following:

- (a) Airline, Airport Tenant or Other Airport Contractor Requested Staffing - The Contractor shall, subject to prior approval and direction of the Airport Manager, furnish such staffing at the times and locations so requested. The Port Authority shall not be billed for any hours the CCRs or CCR Supervisors are furnishing post hours to an Airline, Airport Tenant or Other Airport Contractor, it being understood that the Contractor shall arrange with the airline, airport tenant or other airport contractor requesting staffing to reimburse it directly for the cost of such staffing, at the same CCR Hourly Charge and CCR Supervisor Hourly Charge charged to the Port Authority. The Contractor may add a surcharge to such Hourly Charges to cover administrative costs associated with providing this staffing, the amount of which shall be subject to the prior and continuing approval of the Port Authority. All other terms and conditions of this Contract apply to Airline, Airport Tenant or Other Airport Contractor requested staffing as if such staffing had been requested by the Port Authority.
- (b) Customer Requested Staffing – At the direction of the Airport Manager, the Contractor shall implement a Customer Service Personal Assistance Initiative, providing staffing and assistance at times and locations requested by customers who, in advance of arriving at the Airport, make a reservation for personal assistance via telephone, internet or other electronic medium. The Port Authority shall not be billed for any hours the CCRs or CCR Supervisors are furnishing post hours to a customer, it being understood that the Contractor shall arrange with the customer requesting such staffing to reimburse it

directly via credit card, and/or other methods of payments satisfactory to the Port Authority, at the same CCR Hourly Charge and CCR Supervisor Hourly Charge charged to the Port Authority. The Contractor may add a surcharge to such Hourly Charges to cover administrative costs associated with implementation and operation of this initiative. The amount of such surcharge as well as the plan for implementing this Customer Service Personal Assistance Initiative shall be subject to the prior and continuing approval of the Port Authority. All other terms and conditions of this Contract apply to Customer Requested Staffing as if such staffing had been requested by the Port Authority.

Section 26. Observation of Work

- (a) The Port Authority by its officers, employees, and representatives shall have the right at all times to observe the performance by the Contractor of its obligations under this Contract.
- (b) The Port Authority, at its sole cost and expense, may retain an independent third party contractor to conduct random surveys eliciting information from customers or random observations and interaction with the Contractor's employees through mystery shopping or otherwise to determine the extent of staff helpfulness, attitude, appearance and ability and other such measures of performance and compliance with the "Customer Care Airport Standards Manual" attached hereto as Exhibit E and hereby made a part hereof, and any other measures of performance as may be designated by the Port Authority.

Section 27. Non-Performance of Contractor's Duties - Liquidated Damages

- (a) In the event that the Contractor fails to provide CCR and CCR Supervisor hours as required under this Contract (such failure shall include, among other things, excessive break time on the part of employees) then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Airport and disruption of the CCR Service which will result from the nonperformance, cannot or may be difficult to calculate, the Port Authority may in lieu of and in liquidation of damages for such breach, assess the Contractor an amount equal to the product obtained by multiplying one hundred percent (100%) of the applicable hourly charge by the number of post hours or fractions thereof that the Contractor fails to provide such CCRs and CCR Supervisors (it being understood that in addition to the foregoing assessment by the Port Authority, no amount shall be payable by the Port Authority for CCRs and CCR Supervisor service hours not actually provided or unsatisfactorily provided by the Contractor) said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion. Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall waive, limit, satisfy or affect in any way any claims or demands against the Contractor by the Port Authority or others arising from the failure of the Contractor to perform the CCR Service hereunder.
- (b) In the event that the required Contractor Representative, CCR Manager or CCR Assistant Manager fails to report and complete his or her duty for any reason whatsoever at the locations and times specified herein or, in the event that the required Contractor Representative, CCR Manager or CCR Assistant Manager fails to provide the services hereunder then, inasmuch as the damage and loss to the Port Authority, including disruption

of the operation of the Airports and disruption of the CCR Service which will result from the *non performance* of the portion of the service not performed cannot be calculated and will be incapable of determination, in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to Fifty Dollars and No Cents (\$50.00) for each hour (for each such employee) up to a maximum of Three Hundred Dollars and No Cents (\$300.00) per day per employee that the Contractor Representative, CCR Manager or CCR Assistant Manager fails to perform as required (it being understood that, in addition to the foregoing, in no event shall any amount be payable by the Port Authority for the services of a Contractor Representative, CCR Manager or CCR Assistant Manager not actually provided or unsatisfactorily provided by the Contractor) said amount or amounts to be paid by the Contractor to the Port Authority or deducted from any sums due and owing from the Port Authority to the Contractor, as the Port Authority shall determine from time to time in its sole discretion. Nothing contained in this paragraph nor the exercise of any right by the Port Authority hereunder shall waive, limit, satisfy or affect in any way any claims or demands against the Contractor by the Port Authority or others arising from the failure of the Contractor to perform the CCR Service hereunder.

- (c) In the event that, for any reason, any required CCR Vehicle shall not be available when required for use in providing the CCR Services for any day or portion thereof, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the CCR Service at the Facility will result from the non-availability of such CCR Vehicle cannot be easily calculated and will be incapable of accurate estimation, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying one hundred percent (100%) of the applicable daily vehicle rate (determined by dividing the applicable monthly vehicle rate by the number of calendar days in the applicable month) by the number of days (full and partial) that the Contractor fails to provide each CCR vehicle, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.
- (d) In the event that, for any reason, any two-way voice communications equipment or wireless phones or the required number of radios as established at each Airport shall not be available or operational when needed for use in providing the CCR Services for any day or portion thereof, then inasmuch as the damage and loss to the Port Authority including disruption of the CCR Services at the Facility will result from the non-availability of such equipment, cannot be easily calculated and will be incapable of accurate estimate, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to Twenty Five Dollars and No Cents (\$25.00) per day for each radio or two-way communications device that falls below the number established by each Airport as necessary.
- (e) In the event that the Contractor's employee fails to comply with the uniform and identification requirements as set forth herein, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per violation,

multiplied by the number of days or major infractions thereof that the Contractor employees fail to comply with the uniform and/or identification requirements.

- (f) In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority or fails to submit any documentation, reports or records, or any other documentation as required, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by the amount equal to One Hundred Dollars and No Cents (\$100.00) per day per record or item multiplied by the number of days or fractions of days thereof of the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.
- (g) *In the event the Contractor fails to provide the information as required in the section hereunder entitled, "Wages and Supplemental Benefits", then the monthly installment payable hereunder shall be reduced by One Hundred Dollars and No Cents (\$100.00) for each day the Contractor fails to provide said information.*
- (h) The Airport Manager shall determine whether the Contractor has performed in a satisfactory manner and his or her determination shall be final, binding and conclusive upon the Contractor.
- (i) Failure of the Airport Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or failure to perform on the part of the Contractor.
- (j) Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall be deemed to be a waiver or relinquishment by the Port Authority of any other right it may have hereunder including any right to terminate this agreement based on the Contractor's breach at Law or in equity.

Section 28. Customer Care Representatives, Customer Care Representative Supervisors, Customer Care Representative Assistant Manager and Customer Care Representative Manager Requirements and Qualifications

CCRs, CCR Supervisors, CCR Assistant Managers and CCR Managers shall meet the following qualifications:

- (a) Ability to deal with the public in a courteous, enthusiastic and professional manner at all times and maintain an effective working relationship with the Port Authority, its ground transportation permittees, the airlines and other airport tenants or contractors.
- (b) Ability to effectively use interpersonal skills in order to resolve problems and customer complaints.
- (c) Exhibit an attitude and maintain an appearance that clearly reflects pride in work and care for the customer.

(d) Ability to perform normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking an entire tour, climbing stairs, lifting and carrying baggage weighing up to 50 pounds, and exposure to severe weather conditions for an entire shift. Will require periods of prolonged standing and walking. May not have less than 20/30 corrected vision in each eye; color confusion or impaired color and depth perception; or impaired hearing. Must pass a physical examination and drug screening tests, including a comprehensive ten-panel drug screen or its equivalent, to include screens for the following. Tests shall be administered by and at the sole expense of the Contractor, at the commencement of this Contract or immediately prior to working at the Airport under this Contract, and randomly thereafter at the written request of the Port Authority.

| | | | |
|---------------------|--------------|-------------------------|---------------------|
| Amphetamines | Methaqualone | Benzodiazepenes | 6MAM – if indicated |
| Barbiturates | Methadone | Opiates | |
| Marijuana | Propoxyphene | Morphine – if indicated | |
| Phencyclidine (PCP) | Cocaine | Codeine – if indicate | |

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

(e) Available to work rotating shifts, which include weekends and holidays.

(f) Education:

All employees must possess a high school diploma or a general equivalency diploma. College courses in business administration, management or public relations are desirable for all CCRs and CCR Supervisors. The CCR Assistant Manager and CCR Manager shall possess a Bachelor's degree in business administration management, public relations or other related field. All employees must demonstrate the ability to read, speak, and write English fluently. A minimum of fifty percent (50%) of the personnel assigned to this Contract will be required to also demonstrate competency in a language other than English, which may include: American Sign Language, Arabic, Cantonese, French, German, Hebrew, Italian, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Ukrainian, Hindi, and Creole. No more than twenty percent (20%) of personnel who speak a second language may speak any one particular second language for purposes of meeting this language requirement. The preceding list of languages is not intended to constitute a comprehensive list of languages for purposes of fulfilling the fifty percent (50%) second language requirement. The variety of languages spoken by personnel assigned to this Contract and their competencies in same shall be subject to approval of the Airport Manager.

(g) Experience and Training:

- (1) Have a minimum of three (3) years full-time work experience in a sales or customer service-oriented position involving direct contact with the general public. Ninety (90) college credits may be substituted for three (3) years of experience.
 - (2) Have a working familiarity with the geography of the New York/New Jersey metropolitan area as measured by a screening examination, with content approved by the Port Authority, to be administered to potential CCRs prior to hiring or training.
 - (3) Ability to type and use computer equipment common to an office environment.
 - (4) Possess a valid Driver's License.
 - (5) Successfully complete the examination which is given at the conclusion of the eight (8) day training course.
- (h) Ability to obtain Port Authority issued identification cards as required in the Section of this Contract entitled "Customs Area Security Bond For Newark Liberty International Airport and John F. Kennedy International Airport." (Note: Does not apply to employees assigned to LaGuardia Airport and Stewart International Airport).
- (i) The Contractor shall use its best efforts to employ CCRs, CCR Supervisors, CCR Assistant Managers and CCR Managers meeting all of the above-listed qualifications. In the event the Contractor can demonstrate, to the Airport Manager's satisfaction, that it is unable to employ a sufficient number of personnel meeting the said qualifications, the Airport Manager may, with reference to particular candidates for employment, waive one or more of the above-listed qualifications for CCRs only.

Section 29. Uniforms

- (a) The Contractor shall provide and pay for a distinctive uniform satisfactory to the Port Authority for all of the Contractor's personnel acting as CCRs and CCR Supervisors at the Airport. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the replacement of the aforementioned uniforms shall be borne solely by the Contractor. Cost associated with the cleaning of such uniforms shall be the responsibility of the Contractor or its employees. At the expiration or earlier termination of the Contract, the uniforms shall be and become the sole property of the Port Authority. A Port Authority patch shall be affixed to each shirt, vest, jacket, blazer or outer garment as directed by the Port Authority. The Contractor's personnel shall not wear any insignia, badges, buttons, patches or embroidered emblems or letters, which identifies the Contractor's company or corporate name. The Contractor shall also supply to its personnel, at no cost to the Port Authority, related equipment as specified by the Port Authority. The cost of uniforms shall not be included as a Supplemental Benefit under this Contract.
- (b) The Contractor shall be responsible for ensuring that its employees at all times wear their required uniforms and it shall cause its employees to change to freshly cleaned and pressed uniforms at least once every other day. Uniforms that are worn, frayed or otherwise no

longer in a first-class condition satisfactory to the Airport Manager shall be replaced at the expense of the Contactor. Uniforms shall be supplied in the minimum quantities indicated in paragraph (g) of this Section hereof and conform to the specifications set forth in Exhibit F attached hereto and hereby made a part hereof.

- (c) The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. Such insignia shall be supplied to the Contractor by the Port Authority. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.
- (d) The Contractor shall provide and its employees shall wear, carry or display as required by the Manager, a badge, number or some other appropriate means of picture identification, which shall be subject to the prior and continuing consent of the Port Authority in writing. None of the costs of such badges, means of identification and uniforms (or replacements thereof) shall be reimbursed to the Contractor.
- (e) The Contractor will be required to enforce strict grooming standards.
- (f) The Contractor shall prohibit its employees from wearing excessive jewelry.
- (g) Each CCR and CCR Supervisor uniform provided by the Contractor shall consist of the following:

- Twelve (12) shirts – (6) winter and (6) summer
- Two (2) dress blazers - year round weight
- Four (4) vests – two (2) for use under winter blazers in cooler weather, two (2) for use in place of blazers in warmer weather
- Six (6) pairs of slacks – year round weight or six (6) skirts, or any combination thereof (females) – year round weight
- One (1) belt
- Two (2) ties or scarves (females)
- One (1) winter weight parka
- One (1) winter knit cap
- One (1) pair of comfortable black work shoes (Sneakers are not acceptable as part of the uniform)

Females are permitted to wear skirts or slacks while on duty.

- (h) If the Contractor is unable to provide its employees with uniforms as specified above for a period of up to forty-five (45) days after the commencement of the Contract, the Contractor, shall not be deemed in default hereunder provided, however, that all employees during said period shall be properly and uniformly dressed in a style and color uniform utilized regularly by the Contractor and subject to the prior approval of the Manager. Effective forty-five (45) days after the commencement of the Contract, this paragraph shall be deemed null and void and paragraphs (a) through (g) above shall be controlling, and all uniform requirements and specifications shall be deemed in full force and effect.

- (i) Without limiting any other term or provision of the Contract, failure of the Contractor to provide that each CCR and CCR Supervisor is suitably attired and outfitted will be deemed a breach of the Contractor's obligations hereunder. Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions of this Section and the Contractor will be subject to Liquidated Damages in accordance to Section 27.

Section 30. Training Provided by the Contractor

- (a) Training for employees providing the CCR Service shall be mandatory unless otherwise modified or waived by the Port Authority. Any employee who has not satisfactorily completed such training shall not be permitted to provide CCR Services under this Contract. The Contractor shall certify to the Airport Manager that all new employees have satisfactorily completed the required training prior to assignment to the Airport (or any COL) for the Service. The Contractor shall identify the personnel assigned to the Service by name, job classification, date of assignment to the Airport, dates of attendance at the formal orientation training and any other required training.
- (b) All formal orientation training that is required, prior to the CCRs or CCR Supervisors being assigned to the Airport, shall be the responsibility of the Contractor. The Contractor will be responsible, at its own cost, for providing instructors, training, manuals and any other materials for the formal orientation training.
- (c) The formal orientation training for CCRs and CCR Supervisors shall be approximately eight (8) working days in duration, five (5) of which shall be in the classroom and three (3) on the job. CCR Supervisors shall also complete an additional two-day supervisory skills course as noted in paragraph (e).
- (d) The content of the formal orientation training shall be developed by the Contractor and is subject to the prior approval of the Airport Manager. The Contractor shall prepare both an instructor's and participant's training manual. Training shall culminate in a comprehensive exam and shall include, but not be limited to, the following subjects.:
- (1) Understanding, Meeting/Exceeding the Customer's needs.
 - (2) Geographic Orientation, Indoctrination and Administration.
 - (3) Airport Operations – Familiarization with the services provided at the Airports, Airline locations, Ground Transportation Services, Air Train Systems at JFK and EWR.
 - (4) Services provided by ground transportation Permittees including, but not limited to, destinations served schedules, fares, and unique characteristics of each Permittee's operation.
 - (5) Ground Transportation Information Counter reservations process including how to use the computerized reservation system.

- (6) Airline Operations – Airline codes, Airport codes, how to read a ticket, how to read a timetable, code sharing.
 - (7) Tourism Services – location of attractions, knowledge of attractions, using maps.
 - (8) Facility Communications: professional telephone conduct, airport terminology – phonetic alphabet, effective and appropriate oral and interpersonal communications, handling customer complaints, conflict resolution and dealing with irate customers.
 - (9) Understanding the needs and concerns of disabled customers and how to address these needs. This includes all types of disabilities.
 - (10) Duties and Reporting Relationships.
 - (11) Post Identification and Work Schedules.
 - (12) Familiarization with, and applicable procedures related to, required forms and reports.
 - (13) Appropriate Ethics and Conduct.
 - (14) Professional Appearance Standards.
 - (15) Appropriate Emergency Procedures and Notifications.
 - (16) Progressive Discipline.
 - (17) Radio Usage, terminology and procedures.
 - (18) Security Awareness.
- (e) In addition to the Initial Training listed in paragraph (d) above, the Contractor shall provide Leadership Training for all CCR Supervisors, CCR Assistant Managers and CCR Managers. A syllabus for the Leadership Training shall be developed by the Contractor and shall be subject to the prior and continuing approval of each Facility Manager, which shall include, but not be limited to, the following subjects and any other relevant subjects the Facility Manager may deem appropriate:
- (1) Performance management and quality control
 - (2) Setting examples of core values for the workplace
 - (3) Leading and motivating employees
 - (4) Inspiring individuals to achieve excellence

- (5) Effective discipline/absence control
 - (6) Maintaining a safe work environment
 - (7) Conflict resolution
 - (8) Customer service standards and requirements
 - (9) Incident reporting and proper log entries
 - (10) Radio communications
 - (11) Managing a diverse workforce
 - (12) Administering progressive discipline
 - (13) Incident reporting and log entries
 - (14) Customer service standards and requirements
 - (15) Dealing with irate customers
- (f) The Port Authority may require CCR Assistant Managers and CCR Managers to complete "Customer Care Training" or other such customer service training. Customer Care Training is a courtesy and customer awareness training program. The training will consist of an introductory class, which will be approximately three (3) hours in length; refresher training may also be required annually thereafter, in the sole discretion of the Port Authority, which will be approximately three (3) hours in length. The Port Authority shall reimburse the Contractor for this training in accordance with the terms and conditions set forth in paragraph (i) below.
- (g) The Contractor shall certify to the Airport Manager by the fifth (5th) business day of each month that its new employees have satisfactorily completed the required training prior to assignment to the Airport for the Service. The Contractor shall also certify to the Airport Manager that all required employees have satisfactorily completed the Customer Care Training within thirty (30) days of assignment to the Airport for the Service, unless the requirement has been waived by the Airport Manager. The Contractor shall identify the personnel assigned to the Service by name, job classification, date of assignment to the Airport, dates of attendance at the formal orientation training and date of completion of the Customer Care Training (including refresher training and any other required training).
- (h) The Contractor acknowledges that it is of the utmost importance in the Contractor's performance of this Contract to make every effort to present as candidates for the CCR and CCR Supervisor training program under this Contract only those persons that are willing to accept positions and that the Contractor shall have screened and determined can satisfactorily

complete the training program and can otherwise fulfill the responsibilities of and meet the requirements for CCRs and CCR Supervisors under this Contract.

- (i) The Contractor will be compensated for training hours as if they were post hours based upon the job classification of the employee receiving the training. No compensation will be paid for any required training of the CCR Assistant Manager and CCR Manager. All other costs shall be the responsibility of the Contractor, including without limitation any payments to instructors and the provision of instructional materials.
- (j) In addition to any Customer Care Training as specified in paragraph (f) above, the Airport Manager may require the Contractor to institute in-service and refresher training programs as he or she deems necessary.
- (k) Training of CCRs and CCR Supervisors with previous experience as CCRs or CCR Supervisors during or prior to the term of this Contract shall be conducted only if required by the Airport Manager.

Section 31. Training Provided by the Port Authority

The Port Authority will provide initial orientation training for the CCR Manager or other staff of the Contractor designated by the Port Authority who will be responsible for conducting formal orientation training, Customer Care Training and any subsequent training, refresher or otherwise, for the Contractor's employees as indicated in the Section entitled "Training Provided by the Contractor." No payment shall be made to the Contractor for the hours the CCR Manager or other staff of the Contractor designated to be instructors participate in such training by the Port Authority. The CCR Manager shall at all times be thoroughly familiar with the subject material of all training provided to its employees.

Section 32. Method of Operation

- (a) Employees shall meet or exceed the Port Authority's Customer Care Standards, attached as Exhibit E, for Employee Attitude, Appearance, Awareness and Knowledge.
- (b) Employees of the Contractor shall not solicit or accept gratuities of any kind or nature whatsoever for any reason from passengers, permittees, drivers, tenants, customers or other persons using the Facility.
- (c) Employees shall not eat, drink, smoke or use their personal electronic devices while on post.
- (d) The Contractor shall conduct all operations hereunder in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. The Port Authority shall have the right to object to the Contractor regarding the demeanor and conduct of the Contractor's employees, invitees and those doing business with it, whereupon the Contractor will take steps necessary to remove the cause of the objection.

- (e) The Contractor shall develop and administer a progressive discipline program that is satisfactory to the Port Authority.
- (f) The Contractor shall maintain individual files on each employee. These files shall be kept at the Airport and will document the employee's qualifications and any other information relative to his/her performance under this Agreement.
- (g) The Contractor shall cooperate fully with the Port Authority when operational issues require consistency or coordination between the Contractor and its personnel and other Port Authority contractors and their personnel at one or more Port Authority Airports.
- (h) The Contractor shall actively participate in "Customer Appreciation Days" and such similar programs as may be established by the Airport Manager from time to time, which may include special holiday celebrations, promotions or other efforts to make the Airport more pleasant and welcoming for customers.
- (i) Except with the prior written permission of the Airport Manager, the Contractor shall not knowingly employ anyone to work under this Contract who is or has been employed in any capacity whatsoever by a Ground Transportation Firm, as hereinafter defined, at any time during the two (2) year period preceding the date of employment for the CCR Service hereunder or who is or has been, otherwise affiliated with or has or has had a financial interest in or receives or has received remuneration from a Ground Transportation Firm at any time during the two (2) year period preceding the date of employment hereunder.
- (j) "Ground Transportation Firm" as used herein shall mean (i) any entity involved in providing ground transportation service to the public within ninety (90) miles of midtown Manhattan during the term of this Contract, including without limitation any firm operating taxicabs, limousines, vans, buses or similar vehicles on an individual fare basis and (ii) any entity engaged in providing a ground transportation service to the public operating in any manner at the Airport. The phrase "providing a ground transportation service to the public" as used in the previous sentence shall not include the CCR Service hereunder or any service paid for by the Port Authority.

Section 33. Space Provided for Contractor

- (a) The Port Authority may furnish to the Contractor, subject to availability, and without charge to the Contractor, exclusive or non-exclusive space at a location or locations at the Airport (to be designated by the Port Authority) (the "Space") to be used by the Contractor for clerical and management functions solely in connection with the Contractor's operations hereunder and for the storage of the Contractor's equipment, materials and supplies used on the Airport. The Contractor must supply all office equipment, including but not limited to, the office furniture, supplies, telephone equipment and telephone service for the Space. The Contractor shall keep the Space at all times in a clean and orderly condition and appearance. The use of the Space shall be subject to all of the terms, provisions and conditions of this Agreement, including, but not limited to, indemnification, repair and removal of property. The Contractor acknowledges that it has examined any Space provided and hereby accepts the same in its present "as is" condition. The Port Authority by its officers, employees, and

representatives shall have the right at all times to enter upon the Space for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or thing which the Port Authority may be obligated to or have the right to do under this Contract or otherwise. The Contractor shall repair all damage to the Space and all damage to fixtures, improvements, and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Contract or by any acts or omissions of the Contractor, its officers, agents, employees or representatives, whether the damage occurs during the course of their employment by the Contractor or otherwise. Without limiting the generality of the foregoing, the Port Authority shall have the right, for its own benefit and for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the Space and to enter upon the Space at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood that the foregoing shall not impose or be construed to impose upon the Port Authority any obligations to inspect, construct or maintain the Space or to make repairs, replacements, alterations or additions to the Space, nor shall it create any liability for any failure to do so.

- (b) Upon the expiration or earlier termination or revocation of this Contract or upon the substitution by the Port Authority of any of the Space, the Contractor shall promptly vacate the Space and leave the same in the condition existing as of the commencement of the Contractor's occupancy and use thereof, reasonable wear and tear excepted.
- (c) Upon the expiration or earlier termination or revocation of this Contract, the Contractor shall remove its equipment, materials, supplies, and other personal property from the Space and elsewhere at the Facility. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and in either case may dispose of the same as waste material or sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Contractor with any balance remaining to be paid to the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand. Without limiting any other term or provision of this Contract, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and contractors from all claims of third persons arising out of the Port Authority's removal and disposition of property pursuant to this Section, including claims for conversion, claims for loss of or damage to property, claims for injury to persons (including death), and claims for any other damages, consequential or otherwise.
- (d) In the event the Port Authority does not furnish the Contractor with Space, the Contractor will be required to obtain its own space either on or in close proximity to the Airport, such space to be used solely for its operations hereunder. The space furnished by the Contractor, including its size, location and condition, among other things, shall be subject to the prior and continuing approval of the Airport Manager. The Port Authority shall pay to the Contractor for the monthly cost of such space as set forth in the Contractor's Price Sheet and accepted by the Port Authority.

Section 34. Radios

- (a) The Port Authority shall have the right, upon fifteen (15) days notice to the Contractor at any time during the term of this Agreement, to require the Contractor to purchase and provide two-way radios, including antennas, beepers, cellular telephones or other communication devices, power supplies, batteries and other equipment associated therewith (such two-way radios, cellular telephones or other communication devices, together with all antennas, power supplies, batteries and other equipment associated therewith being herein called "the radio equipment") for use by Customer Service Supervisors or others performing services under this Contract. The Port Authority may also require the Contractor to install such equipment in the vehicles used to provide the CCR Transportation Services as required in the Section of this Contract entitled "Vehicular Transportation Services", as may be specified from time to time by the Airport Managers. The Contractor will be reimbursed for any equipment it purchases that has been approved and authorized by the Airport Manager. The Port Authority may also elect to provide all or part of the radio equipment and install the same itself.
- (b) The models, purchase prices and other associated equipment must be approved by the Port Authority before the purchase can be made.
- (c) The Contractor shall operate the radio equipment in such manner and using such procedures as shall be specified and directed from time to time by the Airport Manager. Such portions of the radio equipment or other communication devices as may be portable, if any, shall be returned to the Port Authority when not actually being used, if directed by the Airport Manager from time to time.
- (d) The Contractor shall also obtain a standard service contract covering the radio equipment or other communication devices at the direction of the Port Authority; such purchase shall include installation where necessary and shall be pursuant to such service contract as may be acceptable to the Port Authority, in form and substance. The maintenance and repair of the radio equipment or other communication devices shall be performed by a service company authorized by the manufacturer thereof to perform repairs on its behalf. The Contractor will be reimbursed for any service contract that it purchases upon prior approval of such purchase by the Airport Manager
- (e) All maintenance and repair of the radio equipment may be performed by the Port Authority or the Contractor, at the direction of the Airport Manager, and the Contractor shall give the Manager immediate oral notice of any defect, state of disrepair or damage to the radio equipment or any part thereof. If such repair or maintenance is due to misuse or lack of normal care in handling the radio equipment on the part of the Contractor or its employees, in as much as damage and loss to the Authority, including disruption of the operation of service from the lack of a sufficient number of radios to satisfactorily provide the Service, liquidated damages may be assessed in accordance with Section 27.

- (f) Title to the radio equipment shall be and remain in the Port Authority at all times and at the revocation, termination or expiration of this Agreement, the radio equipment shall immediately be returned to the Port Authority by the Contractor.
- (g) The Contractor shall protect and take good care of the radio equipment, shall instruct its personnel in the proper operation and care thereof, and shall return the radio equipment to the Port Authority when and as may be required by the Airport Manager from time to time in the same condition as delivered to the Contractor excepting only reasonable wear and tear.
- (h) The cost of repairs, replacements and maintenance of the radio equipment occasioned in whole or part by the acts or omissions of the Contractor or its Representatives or employees and not due to ordinary wear and tear will be the obligation of the Contractor. The Port Authority will require the Contractor to supply weekly status reports as to the condition of all radios and related equipment. Monthly audits will be made by the Port Authority supervisors to ensure that all equipment is being well-maintained and receiving proper care.
- (i) The Contractor shall obtain at its sole cost and expense, in the name of the Contractor, Federal Communications Commission (FCC) approval and all other licenses, permits or approvals as required to operate said equipment at the Airport. The Contractor shall only use such radio frequency in the manner and to the extent directed by the Port Authority so as to assure that the use of such frequency complies with any and all requirements of the FCC. The Port Authority shall have the right to physically observe the Contractor's use of the radio equipment. Upon the expiration or sooner termination of this Agreement, the Port Authority shall have the right to direct the Contractor to surrender any license issued by the FCC to the Contractor which is used in connection with this Contract to the FCC or to seek the consent of the FCC to its assignment to the Port Authority or to such other person as the Port Authority may direct.
- (j) The Contractor agrees that all costs submitted to the Port Authority hereunder shall be fair and reasonable and comparable to the charges for such work prevailing at the Airport and agrees that, where it shall contract with a third party for such equipment, installation or repair, it will at all times engage in arms length transactions with said third party contractors so as to achieve and secure fair and reasonable prices and in no event higher than those prevailing at the Airport. The payment or reimbursement of costs hereunder shall not be made unless (1) the permission to perform the work and purchase equipment and the cost thereof shall have received the prior written consent of the Port Authority, and (2) the Contractor shall have paid the same.

Section 35. Parking

Parking for vehicles of the Contractor's employees actually on duty under this Contract may be made available at the Airport by the Airport Manager at his/her discretion, from time to time, and on such terms and conditions as may be specified by the Port Authority, including the payment of charges therefor.

Section 36. Vehicular Transportation Services

- (a) The Contractor, in connection with the furnishing of CCR Service hereunder, will be required to provide vehicular transportation services for the purpose of transporting Contractor personnel to and from posts on the Airport and for carrying out all other functions and obligations of the Contractor in performing the CCR Service hereunder (said vehicular transportation service being hereinafter called "the CCR Transportation Service"). The Contractor shall provide the driver at no additional cost to the Port Authority. The vehicles to be used in the CCR Transportation Service shall consist of passenger sports utility vehicles (SUVs), passenger vans and minibuses, the number and seating capacity of such passenger vans and minibuses for each Airport as set forth in Exhibit C attached hereto and made a part hereof. The vehicles shall be available for duty on a 24-hour basis. The vehicles shall at all times be used exclusively in and shall be devoted solely to the CCR Transportation Service hereunder. Such vehicles shall be equipped with functioning air-conditioning and heating systems, in first-class operating condition and appearance and equipped to perform the Service hereunder in a satisfactory manner. The foregoing vehicles (collectively referred to as "the CCR Fleet" and individually referred to as "a CCR Vehicle") shall be at the time of entry into service under this Contract and shall at no time be more than three (3) model years old. Such vehicles shall be equipped by the manufacturer in accordance with the specifications set forth in Exhibit D attached hereto and hereby made a part hereof. The CCR Transportation Service shall be conducted and the CCR Fleet shall be available at all times that CCR Service is provided hereunder, which service may be used for the transportation of passengers, including handicapped passengers restricted to the use of wheelchairs, and other special passenger assists. The Contractor shall equip the number of vehicles in the CCR Fleet at each Airport hereunder as noted in Exhibit C with a powered lift and other such modifications so as to be wheelchair accessible, such vehicles being in compliance with the Americans with Disabilities Act of 1990.
- (b) Parking for CCR Vehicles will be provided at the Airport, at no charge, at such locations as may be designated by the Manager. Any CCR Vehicle, which at any time is not in use or on duty, shall be parked on the Airport and subject to call at such time or locations as may be designated by the Manager.
- (c) Except for fueling, maintenance, repair and cleaning, which shall all be accomplished as expeditiously as possible in order to return the CCR Vehicle to duty as quickly as possible, and except as otherwise directed or permitted by the Airport Manager for the performance of the CCR Service hereunder, no CCR Vehicle shall be removed from the Airport and each CCR Vehicle shall be used only and exclusively for providing the CCR Service under this Contract. The Contractor shall register each CCR Vehicle under the laws of the State in which the Airport is located and shall comply with all State and other laws, rules and regulations applicable to the operation thereof.
- (d) In the event, at any time during the term of this Contract, a CCR Vehicle is lost or destroyed or so damaged or is in need of such repair that it cannot be repaired in a period of fifteen (15) days, said vehicle shall be removed from and no longer be a CCR Vehicle. In the event of such permanent removal of the CCR Vehicle, the Contractor shall, at no cost or expense to

the Port Authority, replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein and equipped as required herein.

- (e) In the event that any CCR Vehicle is damaged or is in need of repair and such can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repair and provide in lieu of such CCR Vehicle or for temporary use as a CCR Vehicle hereunder, subject to the prior approval of the Airport Manager, a replacement vehicle of substantially the same carrying capacity, style and type as the one being repaired, which vehicle shall be adequately equipped for such service.
- (f) Any CCR Vehicle which, in the opinion of the Airport Manager, fails to meet the requirements as herein set forth, shall immediately, upon his/her oral direction, be removed from service and another vehicle shall be immediately substituted for the vehicle removed. The vehicle shall not be returned to service until the condition complained of has been corrected.
- (g) Without limiting the generality of any of the other terms and provisions of this Contract and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time to time by the Airport Manager with respect to the operation of the CCR Transportation Service. Such procedures shall include, but not be limited to, procedures with respect to the manner and method of dispatching vehicles, monitoring the use of vehicles, the written forms to be used by dispatchers and drivers in recording vehicular operation, usage and maintenance and any and all other procedures and forms which may be necessary or desirable in connection with the operation of the CCR Transportation Service hereunder.
- (h) In the utilization of the CCR Vehicles, the Contractor shall use proper methods of dispatch and assignment so that no one vehicle is used to a substantially greater degree or frequency than the other CCR vehicles. In the event, for any reason, a vehicle of the CCR Service Fleet shall not be available when needed for use in providing the CCR Transportation for any day or portion thereof, then Liquidated Damages may be assessed in accordance to Section 27.
- (i) Notwithstanding the generality of any other term or provision hereunder, it is expressly understood and agreed that all costs of the Contractor of whatever kind or nature or whether imposed or arising directly upon the Contractor under or because of the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the CCR Transportation Service hereunder including, but not limited to, purchase, repair, replacement, painting, fuel, oil, license fees and insurance, shall be borne by the Contractor and without compensation or reimbursement from the Port Authority except as specifically herein set forth in this provision, with the exception of fuel for the vehicles used in the operation at John F. Kennedy International Airport where the Port Authority will purchase and supply all fuel necessary to operate the CCR Transportation Service. All fuel provided by or paid for by the PA may be used only for the performance of services under the agreement with the Port Authority.
- (j) The term "Additional Service Vehicle" as used herein shall mean a motor vehicle which shall have functioning air-conditioning and heating systems and be in first-class operating

condition and appearance all as shall be approved by and be satisfactory to the Airport Manager. Such Additional Service Vehicle or vehicles shall be a vehicle requested by the Port Authority in addition to those vehicles identified in Exhibit C of this Contract.

- (k) Upon receipt of a written notice from the Port Authority that an Additional Service Vehicle is required, the Contractor shall promptly either (i) advise the Port Authority that the Contractor proposes to and will itself supply one or more Additional Service Vehicles for use in providing the Service and the Contractor's charge to the Port Authority therefor, or (ii) advise the Port Authority that the Contractor proposes to hire a vehicle from an independent third party contractor and the costs to the Contractor therefor. In the event the Contractor shall advise the Port Authority that the Contractor proposes to itself supply an additional transportation service vehicle as aforesaid, the Manager may accept or reject said proposal by the Contractor. Upon notice to the Contractor of acceptance the Contractor shall provide the Additional Service Vehicle as required. Upon notice to the Contractor of rejection by the Port Authority the Contractor shall promptly hire an Additional Service Vehicle from a third party contractor for use in the Service for the specified period.
- (l) The charge for an Additional Service Vehicle shall be paid, or the payment by the Contractor to the independent third party who shall have provided an Additional Service Vehicle or vehicles shall be reimbursed, as the case may be, by the Port Authority as provided below and in accordance with the extra work provision. The Contractor hereby agrees that it will at all times engage in arms length transactions with third party contractors so as to achieve and secure fair and equitable prices and in no event shall it pay a price above that prevailing at the Airport and further agrees that should the Contractor propose its own vehicle to the Port Authority as an Additional Service Vehicle the charge therefor will be fair and reasonable and will not be higher than that prevailing at the Airport. The payment by the Port Authority with respect to the Additional Service Vehicle or Vehicles shall not be made unless (i) the Contractor's proposal for the use of the Contractor's own Additional Service Vehicle and the cost therefor shall have received the prior written consent of the Airport Manager, or (ii) the permission to engage an Additional Service Vehicle from a third party contractor and the cost thereof shall have received the prior written consent of the Airport Manager, and the Contractor shall have fully paid the same.

Section 37. The Port Authority Right to Inspect Vehicles

The Port Authority shall have the right at any time, and as often as it may consider it necessary or desirable, to inspect the Vehicles of the Service, machines and other equipment used in the operations of the Contractor, and any services being rendered by the Contractor, and any other activities or operations of the Contractor hereunder. Upon request of the Port Authority, the Contractor shall operate or demonstrate any vehicles, machines or equipment owned by or in the possession of the Contractor on the Airport or to be placed or brought on the Airport, and shall demonstrate any process or other activity being carried on hereunder by the Contractor. Upon notification by the Port Authority of any deficiency in any vehicle of the Service or other machine or piece of equipment used by the Contractor in its operation hereunder, the Contractor shall immediately withdraw the same from service, and immediately provide a substitute satisfactory to the Airport Manager until the deficiency is corrected. In the event of such permanent removal, the Contractor shall replace said removed vehicle or other machine or piece

of equipment with another vehicle or other machine or piece of equipment meeting the requirements and specifications set forth herein as required herein.

Section 38. Ancillary Services

- (a) The Contractor shall supply all stationery and office supplies used at the Welcome Centers, including but not limited to, paper, pens, and ticket stock to be used for each customer reservation. All ticket stock, including the type and quality thereof, utilized by the Contractor herein shall be subject to the prior and continuing approval of the Port Authority. The Contractor may be required to provide (i) every four (4) weeks approximately twelve (12) copies of listings of all destinations and transportation services available at the Welcome Centers consisting of approximately three hundred fifty (350) pages printed double side on 8 1/2" X 11" white bond paper and appropriately bound for use at the Welcome Centers in event of computer system failure, (ii) reservation ticket stock of a type and quality and from a vendor specified by the Port Authority consisting of approximately five hundred thousand (500,000) tickets annually at each Airport, the cost of which shall be subject to prior approval of the Airport Manager and reimbursed by the Port Authority.
- (b) The Contractor will also be required to produce at its own cost and expense at such times as shall be directed by the Port Authority reports approximately 75 pages in length on counter activity from the computer system. Such reports must be printed on 8 1/2" X 11" and/or 8 1/2" X 14" white bond paper.
- (c) The Contractor shall be responsible for ensuring the Welcome Center counters and the equipment used at such counters, including, but not limited to computers, telephones and signing are cleaned regularly so as to be presentable to the general public. Such cleaning shall include both exterior surfaces and workstations, storage areas and any signs or directories posted thereat. All personal items belonging to employees shall be stored out of view of the public.

Section 39. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. When making a purchase for materials, supplies or equipment for Extra Work, the Contractor shall, unless otherwise directed by the Airport Manager, seek at least three bids for the supply of same and shall maintain full documentation of same.

Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

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

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) five percent (5%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

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

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within two (2) hours following the receipt by the Contractor of the Manager's written or oral notification.

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

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

Section 40 Not Used

Section 41. Self-Assessment Plan

Commencing on the first anniversary of the Commencement Date and on each anniversary of said date thereafter during the term of the Contract, including extension years, if any, the Contractor shall submit to the Port Authority, a self-assessment plan applicable to the forthcoming year, demonstrating the Contractor's compliance with the Combined Average Hourly Wage and Supplemental Benefits provisions of this Agreement.

Section 42. Airport Manager's Authority

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

As used herein, the term "Airport Manager" shall mean with respect to each Airport hereunder, the Port Authority's General Manager of such Airport or his or her designee and with respect to

the Air Ride Telephone Information Office it shall mean the Assistant Director, Customer, Cargo & Airport Services of the Aviation Department.

Section 43. Limitation on Use of Information and Competition

- (a) The Contractor understands and acknowledges that the Contractor will have access to data and information concerning ground transportation activity and business at the Airport. It is of the utmost importance to the Port Authority and of the essence of the Contractor's obligations hereunder that any such information available to the Contractor not be used by the Contractor or made available to others by the Contractor for any purpose or reason whatsoever other than to operate and provide the CCR Service under this Contract, except as required by law or approved or directed by the Port Authority. The Contractor further acknowledges and agrees that all such data and information shall be the sole and exclusive property of the Port Authority.
- (b) During the term of this Contract, the Contractor shall not be or own or operate directly or indirectly or have any interest in, financial or otherwise, nor shall its executive management include individuals having or having had such interest in, any Ground Transportation Firm, or any other entity including but not limited to, hotels, motels, restaurants or other related service industry operations which, in the opinion of the Port Authority, would create a conflict of interest or give the appearance of a conflict of interest.

Section 44. Minority and Women Owned Business Enterprise Program

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The Contractor will use a good faith effort to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

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

- (a) African-American persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Latino Americans 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 people 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.

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

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs. Good faith efforts shall include, but not be limited to the following:

- 1) Dividing the services and materials to be procured into small portions where feasible;
- 2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority and;
- 4) Ensuring that provision is made for timely progress payment to the M/WBEs; and
- 5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

The Contractor is directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as [Insert Attachment Letter or Number] or is available on line at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to <https://panynjprocure.com/VenLogon.asp> to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Companies shall include their M/WBE Participation Plan with their EQIB, to be reviewed and approved by the Authority's Office of Business and Job Opportunity ("OBJO").

Companies may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business and Job Opportunity ("OBJO"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at <http://www.panynj.gov/business-opportunities/sd-become-certified.html>. In addition, to update your certification file and to advise OBJO of changes to any information, please email these changes to OBJOcort@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

Section 45. Subcontractors

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

Section 46. Non-Performance of Services

- (a) All assigned Contractor personnel shall perform duties as shall be established from time to time by the Airport Manager. The Contractor shall provide the Customer Service Representative Service at such times and places and in such a manner as the Airport Manager shall direct or approve in accordance with the terms and provisions hereof. The Contractor shall immediately, upon the direction of the Airport Manager, correct all matters, which shall have been determined to be unsatisfactory hereunder.
- (b) The Contractor shall conduct all operations hereunder in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Port Authority shall have the right to object to the Contractor regarding the demeanor and conduct of the Contractor's employees, invitees and those doing business with it, whereupon the Contractor will take steps necessary to remove the cause of the objection.

Section 47. Complaints and Suggestions

The Contractor, within forty eight (48) hours of its receipt of a complaint, suggestion or observation as to the Service (hereunder collectively called "the Complaint") by any user of the Service, or other member of the general public, shall mail its response thereto, simultaneously delivering a copy thereof, together with a copy of the complaint to which the Contractor is replying, to the Airport Manager. If such response indicates that a further response may be forthcoming, or reasonably raises the expectation of a further response, the Contractor shall make such additional response(s) whenever the situation and good public relations require such

action (with simultaneous copy to the Port Authority as aforesaid). In addition, the Contractor agrees to make such response(s), including written and/or oral communications as the Airport Manager may direct with respect to the nature (both form and substance) of such response(s). No response by the Contractor shall be in the name of or imply that the same has the approval of or has been authorized by the Port Authority.

Section 48. Federal Airport Aid

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its Contractors, lessees and permittees thereon. The performance by the Contractor of the covenants and obligations contained in this Agreement is therefore a special consideration and inducement to the making of this Contract by the Port Authority, and the Contractor further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid shall make any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under this Contract, the Contractor will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

Section 49. Customs Area Security Bond For Newark Liberty International Airport and John F. Kennedy International Airport

The Contractor is advised that CCRs under this Contract from time to time may be required to serve areas of the Airport used by the U. S. Customs Service. The Contractor will secure, at its sole cost and expense, if required by the U.S. Customs Service, a "Customs Area Security Bond" or other assurance as required by the U. S. Customs Service in connection with the providing of CCR Service hereunder to such areas of the Airport used by the U.S. Customs Service. The failure or inability of the Contractor to obtain such Bond will be a breach of the Contractor's obligations hereunder and grounds for termination of the Contract.

Section 50. Notification of Security Requirements -

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Port Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Port Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Port Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

(a) **Identity Checks and Background Screening:**

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) 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; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Port Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Port Authority. If the Port Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Port Authority, the Port Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

(b) Issuance of Photo Identification cards:

If the Port Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Port Authority will supply such identification cards at no cost to the Contractor.

(c) Access control, inspection, and monitoring by security guards:

The Port Authority will provide for facility access control, inspection and monitoring by Port Authority retained security guards. Should the Port Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Port Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

Section 51. Miscellaneous

1. The captions, if any, in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions and terms hereof.
2. Wherever, under this Contract, written direction or prior written approval or consent is required, such direction, approval or consent may at any time and from time to time be prospectively withdrawn or modified by written notice, in the sole discretion of the Port Authority.

Section 52. Entire Agreement

The Contract consists of the following: Part I, Sections 1 through 52, inclusive, Part II, Part III and Attachments A through G including Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H and Exhibit I.

It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressly in writing in this Contract.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

Authority or Port Authority - 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 II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants 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.

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 are 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 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, of the Port Authority, of third persons, 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 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. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security 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.
- b. Twenty-four hours prior to the proposed performance of any work in a high security 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 high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security 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 Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) 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; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

- iv. The Contractor and subcontractors, when appropriate, shall 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 Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February 9, 2009)*.

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 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.

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. Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service 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 by contacting the Port Authority's Office of Business and Job Opportunity 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.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. 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.

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 which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. 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;

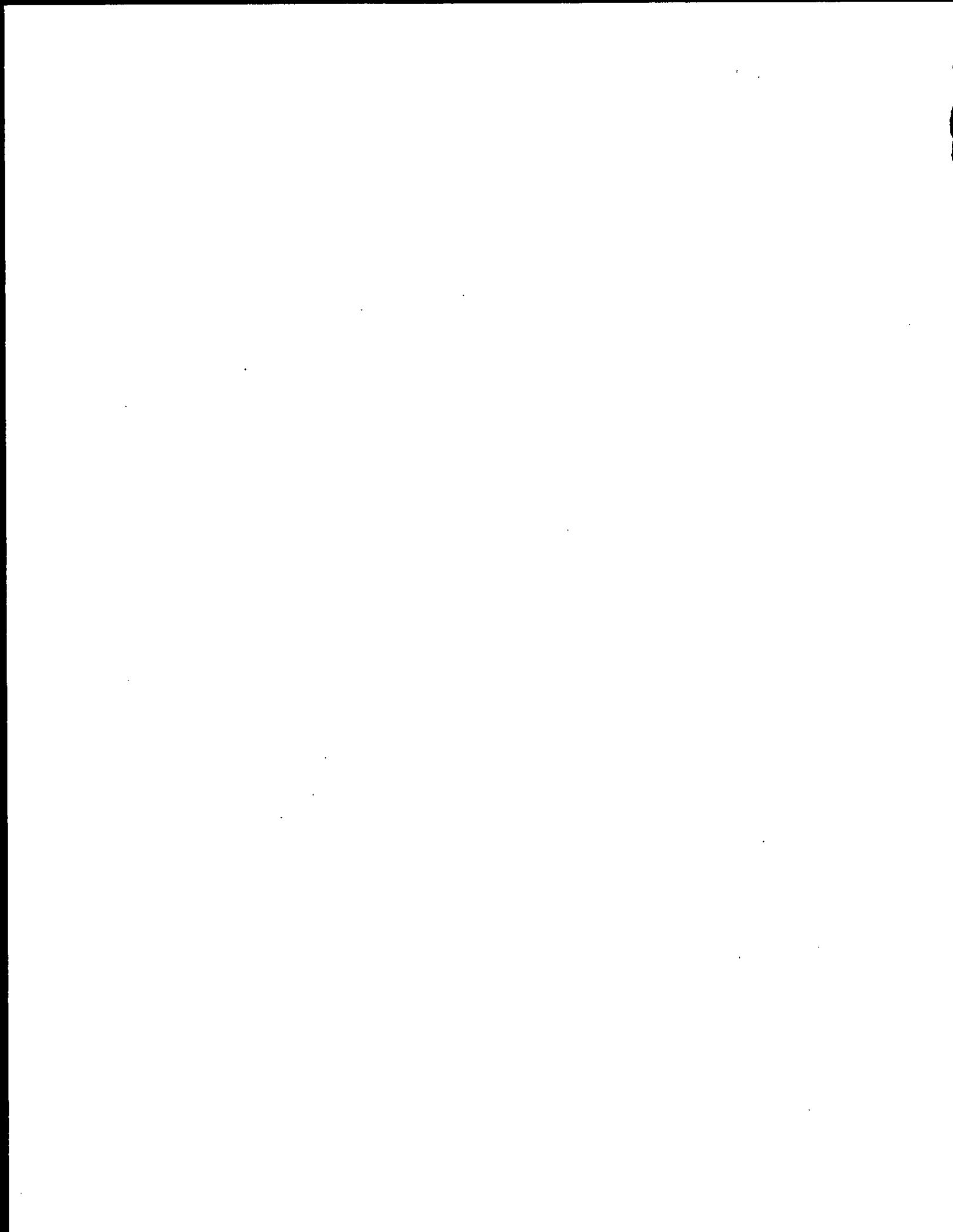
Bidding - shall mean executing this Contract.

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

FORM OF CONTRACT FOR FACILITY SERVICES

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| | CALCULATION OF ANNUAL SALARIED POSITIONS FORM |
| | CALCULATION OF MONTHLY MANAGEMENT FEE FORM |

FOR INFORMATIONAL PURPOSES ONLY - DO NOT SUBMIT

ATTACHEMENT B

PART III (A) – CONTRACTORS PRICE SHEETS

INSTRUCTIONS FOR ENTRY OF CHARGES

- A. The prices quoted shall be written in ink, preferably black, in figures where required in the spaces provided on the Pricing sheets attached hereto and made a part hereof.
- B. All Companies shall insure that all charges quoted for similar items in this Contract are consistent and meet the wage requirements set forth in this document.
- C. All Companies shall insure that all figures are inserted as required and that all computations made have been verified for accuracy.
- D. Companies are advised that the Port Authority may verify only that Bid or those Bids, which it deems appropriate and may not check each Bid submitted for computation errors. In the event errors in computations are made by the Companies, the Port Authority reserves the right to recompute any and all amounts set forth by the Companies in accordance with the figures submitted by the Contractor, and in the event of a discrepancy, the unit prices shall prevail.
- E. The "Total Estimated Contract Price" is for Bid comparison purposes only. Payment hereunder shall be on the basis of actual work performed in accordance with the terms and conditions of this Contract.

FOR INFORMATIONAL PURPOSES ONLY. DO NOT SUBMIT

ATTACHMENT B

**PART III (A) - PRICE SHEET FOR INFORMATIONAL PURPOSES ONLY
YEAR 1**

| <u>Coverage Hrs.</u> | <u>Est. Annual Post</u> | <u>**Hourly Rate</u> | |
|--|-------------------------|----------------------|--------------|
| A. Customer Care Representative | | | |
| JFK (a) Full-Time | 121,230 X | = | |
| (b) Part-Time | 13,470 X | = | |
| Sum of a & b shall equal: | 134,700 Hrs | | Sum of a & b |
| LGA(c) Full-Time | 81,675 X | = | |
| (d) Part-Time | 9,075 X | = | |
| Sum of c & d shall equal: | 90,750 Hrs | | Sum of c & d |
| EWR(e) Full-Time | 208,962 X | = | |
| (f) Part-Time | 23,218 X | = | |
| Sum of e & f shall equal: | 232,180 Hrs | | Sum of e & f |
| SFW(g) Full-Time | 5,260 X | = | |
| (h) Part-Time | 590 X | = | |
| Sum of g & h shall equal: | 5,850 Hrs | | Sum of g & h |

Year 1 - Customer Care Representatives Estimated Total (A)

| | | | |
|-------------------------------------|---------|---|--|
| B. Summer Temporary Employee | | | |
| JFK | 6,000 X | = | |
| LGA | 6,000 X | = | |
| EWR | 6,000 X | = | |

Year 1 - Summer Temporary Employee Estimated Total (B)

| | | | |
|---|------------|---|--------------|
| C. Customer Care Representative Supervisor | | | |
| JFK (a) Full-Time | 19,710 X | = | |
| (b) Part-Time | 2,190 X | = | |
| Sum of a & b shall equal: | 21,900 Hrs | | Sum of a & b |
| LGA(c) Full-Time | 11,826 X | = | |
| (d) Part-Time | 1,314 X | = | |
| Sum of c & d shall equal: | 13,140 Hrs | | Sum of c & d |
| EWR(e) Full-Time | 37,449 X | = | |
| (f) Part-Time | 4,161 X | = | |
| Sum of e & f shall equal: | 41,160 Hrs | | Sum of e & f |

**ATTACHMENT B
PART III (A) –
PRICE SHEET FOR INFORMATIONAL PURPOSES ONLY**

YEAR 1

| | | | | |
|---------------------------|--------|-----|---|--------------|
| COL(e) Full-Time | 14,140 | X | = | |
| (f) Part-Time | 1,460 | X | = | |
| Sum of e & f shall equal: | 15,600 | Hrs | | Sum of e & f |

Year 1 - Customer Care Representatives Supervisor Estimated Total (C)

| | | |
|----------------------------------|------------------------|-------------|
| D. Monthly Management Fee | *Monthly Charge | |
| JFK | - X | 12 months = |
| LGA | - X | 12 months = |
| EWR/SWF | - X | 12 months = |

Year 1 - Monthly Management Fee Estimated Total (C)

E. Monthly Cost of Space (if any) - X 12 months =

F. Fleet Operating Charge – Per Section of the Contract entitled "Vehicular Transportation Services," fuel purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at F. Kennedy International Airport at no charge to the Contractor.

| | <u>Monthly Op. Charge Per Vehicle</u> | <u>Number of Vehicles</u> | <u>Monthly Op. Charge</u> |
|-------------------|---|-------------------------------|-------------------------------|
| (a) JFK | | | |
| 5-Passenger | 2 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15-Passenger | 2 | - X | 12 months |
| (b) LGA | | | |
| 5-Passenger | 1 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15-Passenger | 2 | - X | 12 months |
| (c) EWR | | | |
| 5-Passenger | 1 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15-Passenger | 3 | - X | 12 months |

Year 1 - Fleet Operating Charge (E)

Estimated Total - Year 1 of 5-Year Base Amount (A) + (B) + (C) + (D) + (E) + (F) = _____
(Please express in words and figures)

*Note: These items subject but not limited to; CCR Assistant Manager salary, CCR Manager salary, the Contractor Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and tele

service. The Proposer is encouraged to include these costs in its Management Fee. In computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Annual Salaries are specified

****Note:** In computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified.

FOR INFORMATIONAL PURPOSES ONLY - DO NOT SUBMIT

ATTACHMENT B

**PART III (A) -
PRICE SHEET FOR INFORMATIONAL PURPOSES ONLY
YEAR 2**

| | <u>Est. Annual Post Coverage Hrs.</u> | <u>Hourly Rate</u> | <u>Est. Annual Charge</u> |
|--|---------------------------------------|--------------------|---------------------------|
| A. Customer Care Representative | | | |
| JFK (a) Full-Time | 121,230 X | = | |
| (b) Part-Time | 13,450 X | = | |
| Sum of a & b shall equal: | 134,700 Hrs | | Sum of a & b |
| LGA(c) Full-Time | 81,675 X | = | |
| (d) Part-Time | 9,075 X | = | |
| Sum of c & d shall equal: | 90,750 Hrs | | Sum of c & d |
| EWR(e) Full-Time | 208,962 X | = | |
| (f) Part-Time | 23,218 X | = | |
| Sum of e & f shall equal: | 232,180 Hrs | | Sum of e & f |
| SFW(g) Full-Time | 5,260 X | = | |
| (h) Part-Time | 590 X | = | |
| Sum of g & h shall equal: | 5,850 Hrs | | Sum of g & h |

Year 2 - Customer Care Representatives Estimated Total (A)

| | | | |
|-------------------------------------|---------|---|--|
| B. Summer Temporary Employee | | | |
| JFK | 7,000 X | = | |
| LGA | 3,000 X | = | |
| EWR | 6,000 X | = | |

Year 2 - Summer Temporary Employee Estimated Total (B)

| | | | |
|---|------------|---|--------------|
| C. Customer Care Representative Supervisor | | | |
| JFK (a) Full-Time | 19,710 X | = | |
| (b) Part-Time | 2,190 X | = | |
| Sum of a & b shall equal: | 21,900 Hrs | | Sum of a & b |
| LGA(c) Full-Time | 11,830 X | = | |
| (d) Part-Time | 1,314 X | = | |
| Sum of c & d shall equal: | 13,140 Hrs | | Sum of c & d |
| EWR(e) Full-Time | 37,449 X | = | |
| (f) Part-Time | 4,161 X | = | |
| Sum of e & f shall equal: | 41,610 Hrs | | Sum of e & f |

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ATTACHMENT B
PART III (A) -
PRICE SHEET FOR INFORMATIONAL PURPOSES ONLY
YEAR 2

| | | | |
|---------------------------|------------|---|--------------|
| COL(i) Full-Time | 14,140 | X | = |
| (j) Part-Time | 1,460 | X | = |
| Sum of i & j shall equal: | 15,600 Hrs | | Sum of i & j |

Year 2 - Customer Care Representatives Supervisor Estimated Total (C)

| | |
|----------------------------------|-----------------------|
| D. Monthly Management Fee | <u>Monthly Charge</u> |
| JFK | - X 12 months = |
| LGA | - X 12 months = |
| EWR/SWF | - X 12 months = |

Year 2 - Monthly Management Fee Estimated Total

| | |
|--|-----------------|
| E. Monthly Cost of Space (if any) | - X 12 months = |
|--|-----------------|

F. Fleet Operating Charge - Per Section of the Contract entitled "Vehicular Transportation Services," fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at John F. Kennedy International Airport at no charge to the Contractor.

| | <u>Monthly Op. Charge Per Vehicle</u> | <u>Number of Vehicles</u> | <u>Monthly Op. Charge</u> |
|-------------------|---------------------------------------|---------------------------|---------------------------|
| (a) JFK | | | |
| 5-Passenger | 2 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15 Passenger | 2 | - X | 12 months |
| (b) LGA | | | |
| 5-Passenger | | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15-Passenger | 2 | - X | 12 months |
| (c) EWR | | | |
| 5-Passnger | 1 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15-Passenger | 3 | - X | 12 months |

Year 2 - Fleet Operating Charge (E)

Estimated Total - Year 2 of 5-Year Base Amount (A) + (B) + (C) + (D) + (E) + (F) = _____
(Please express in words and figures)

*Note: These items subject but not limited to; CCR Assistant Manager salary, CCR Manager salary, the Contra Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telepho service. The Proposer is encouraged to include these costs in its Management Fee. In computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entit Wages and Supplemental Benefits, wherein certain Minimum Direct Annual Salaries are specified

****Note:** In computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly and Benefits are specified.

ATTACHMENT B

**PART III (A) -
PRICE SHEET FOR INFORMATIONAL PURPOSES ONLY
YEAR 3**

| | <u>Est. Annual Post Coverage Hrs.</u> | <u>Hourly Rate</u> | <u>Est. Annual Charge</u> |
|--|---------------------------------------|--------------------|---------------------------|
| A. Customer Care Representative | | | |
| JFK (a) Full-Time | 121,230 X | = | |
| (b) Part-Time | 13,470 X | = | |
| Sum of a & b shall equal: | 134,700 Hrs | | Sum of a & b |
| LGA(c) Full-Time | 81,675 X | = | |
| (d) Part-Time | 9,075 X | = | |
| Sum of c & d shall equal: | 90,750 Hrs | | Sum of c & d |
| EWR(e) Full-Time | 208,962 X | = | |
| (f) Part-Time | 23,218 X | = | |
| Sum of e & f shall equal: | 232,180 Hrs | | Sum of e & f |
| SFW(g) Full-Time | 5,260 | = | |
| (h) Part-Time | 590 X | = | |
| Sum of g & h shall equal: | 5,850 Hrs | | Sum of g & h |
| Year 3 - Customer Care Representatives Estimated Total (A) | | | |
| B. Summer Temporary Employee | | | |
| JFK | 6,000 X | = | |
| LGA | 3,000 X | = | |
| EWR | 6,000 X | = | |
| Year 3 - Summer Temporary Employee Estimated Total (B) | | | |
| C. Customer Care Representative Supervisor | | | |
| JFK (a) Full-Time | 19,710 X | = | |
| (b) Part-Time | 2,190 X | = | |
| Sum of a & b shall equal: | 21,900 Hrs | | Sum of a & b |
| LGA(c) Full-Time | 11,830 X | = | |
| (d) Part-Time | 1,314 X | = | |
| Sum of c & d shall equal: | 13,140 Hrs | | Sum of c & d |
| EWR(e) Full-Time | 37,449 X | = | |
| (f) Part-Time | 4,161 X | = | |
| Sum of e & f shall equal: | 41,610 Hrs | | Sum of e & f |

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ATTACHMENT B
PART III (A) -
PRICE SHEET FOR INFORMATIONAL PURPOSES ONLY
YEAR 3

| | | | | |
|---------------------------|------------|---|---|--------------|
| COL(i) Full-Time | 14,140 | X | = | |
| (j) Part-Time | 1,460 | X | = | |
| Sum of i & j shall equal: | 15,600 Hrs | | | Sum of i & j |

Year 3 - Customer Care Representatives Supervisor Estimated Total (C)

| | | | | |
|----------------------------------|-----------------------|-----------|---|--|
| D. Monthly Management Fee | <u>Monthly Charge</u> | | | |
| JFK | - X | 12 months | = | |
| LGA | - X | 12 months | = | |
| EWR/SWF | - X | 12 months | = | |

Year 3 - Monthly Management Fee Estimated Total (C)

E. Monthly Cost of Space (if any) - X 12 months =

F. Fleet Operating Charge - Per Section of the Contract entitled "Vehicular Transportation Services," fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at F. Kennedy International Airport at no charge to the Contractor.

| | <u>Monthly Op. Charge Per Vehicle</u> | <u>Number of Vehicles</u> | <u>Monthly Op. Charge</u> |
|-------------------|---------------------------------------|---------------------------|---------------------------|
| (a) JFK | | | |
| 5-Passenger | 2 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15- Passenger | 2 | - X | 12 months |
| (b) LGA | | | |
| 5-Passenger | 1 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15-Passenger | 2 | - X | 12 months |
| (c) EWR | | | |
| 5-Passenger | 1 | - X | 12 months |
| 7-Passenger (H/C) | 1 | - X | 12 months |
| 15-Passenger | 3 | - X | 12 months |

Year 3 - Fleet Operating Charge (E)

Estimated Total - Year 3 of 5-Year Base Amount (A) + (B) + (C) + (D) + (E) + (F) = _____
(Please express in words and figures)

*Note: These items subject but not limited to; CCR Assistant Manager salary, CCR Manager salary, the Contractor Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The Proposer is encouraged to include these costs in its Management Fee. In computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Annual Salaries are specified

****Note:** In computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified.

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ATTACHMENT B

**PART III (A) - COST
PRICE SHEET FOR INFORMATIONAL PURPOSES ONLY**

SUMMARY SHEET - TOTAL BASE CONTRACT

- A. Year One Estimated Total Annual Price** _____
- B. Year Two Estimated Total Annual price** _____
- C. Year Three Estimated Total Annual price** _____
- D. Years Four and Five Unadjusted
Estimated Annual price (Item C times 2)** _____
- E. Five Year Estimated Total Contract price
(Items A. + B. + C. + D.)** _____

Note: No direct reimbursement is provided in the Contract for, among other things, the CCR Assistant Manager, CCR Manager, the Contract Representative, uniforms, office clerical staff, drivers for posting employees, office supplies, telephone service, etc. and accordingly the Contractor may want to include these costs in its Management Fee. In addition, in computing the Monthly Management Fee above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Annual Salaries are specified. Also, in computing the Hourly Charges above, the Contractor is referred to Contract Specific Terms and Conditions, the Section entitled Wages and Supplemental Benefits, wherein certain Minimum Direct Hourly Wage and Benefits are specified.

Per Section of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by Port Authority at JFK only.

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ATTACHMENT B

PART III (B) CALCULATION OF AVERAGE HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Respondent shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Respondent's entries in these forms for Item#1, Item#2 and Item#3 shall become requirements if the bid is accepted by the Port Authority and the Respondent must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____ BID NUMBER _____

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JFK/LGA/COL - CUSTOMER CARE REPRESENTATIVES**

Year 1

| | FULL-TIME | PART-TIME |
|--|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | _____ | _____ |
| ITEM # 1 AVERAGE HOURLY DIRECT WAGES | \$ _____ | \$ _____ |
| ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH | \$ _____ | \$ _____ |
| ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | \$ _____ |
| VACATION ALLOWANCE | \$ _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| ITEM #4 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.I. / N.J.S.U.I. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| ITEM #5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total |
| 5TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____

BID NUMBER _____

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
SWF - CUSTOMER CARE REPRESENTATIVES
YEAR 1**

| | <u>FULL-TIME</u> | <u>PART-TIME</u> |
|--|--|--|
| <u>NUMBER OF EMPLOYEES</u> | _____ | _____ |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ _____ | \$ _____ |
| <u>ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ _____ | \$ _____ |
| <u>ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDER | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| <u>ITEM #4 AVERAGE TAXES AND INSURANCE</u> (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.I. / N.J.S.U.I. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| <u>ITEM #5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total 5 |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____

BID NUMBER _____

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVES**

YEAR 1

| | FULL-TIME | PART-TIME |
|--|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | _____ | _____ |
| ITEM #1 AVERAGE HOURLY DIRECT WAGES | \$ _____ | \$ _____ |
| ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH | \$ _____ | \$ _____ |
| ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | \$ _____ |
| VACATION ALLOWANCE | \$ _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| ITEM #4 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.I. / N.J.S.U.I. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| ITEM #5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total 5 |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____ BID NUMBER _____

**CALCULATION OF HOURLY RATE
 CUSTOMER CARE REPRESENTATIVE SERVICES
 JFK/LGA/COL - CUSTOMER CARE REPRESENTATIVES
 Year 2**

| | FULL-TIME | PART-TIME |
|--|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | _____ | _____ |
| ITEM #1 AVERAGE HOURLY DIRECT WAGES | \$ _____ | \$ _____ |
| ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH | \$ _____ | \$ _____ |
| ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| ITEM #4 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.L. / N.J.S.U.I. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE, SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| ITEM #5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total 5 |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____ BID NUMBER _____

**CALCULATION OF HOURLY RATE
 CUSTOMER CARE REPRESENTATIVE SERVICES
 SWF - CUSTOMER CARE REPRESENTATIVES
 YEAR 2**

| | FULL-TIME | PART-TIME |
|--|-------------------------------|-------------------------------|
| NUMBER OF EMPLOYEES | _____ | _____ |
| ITEM #1 AVERAGE HOURLY DIRECT WAGES | \$ _____ | \$ _____ |
| ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH | \$ _____ | \$ _____ |
| ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | \$ _____ |
| VACATION ALLOWANCE | \$ _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| ITEM #4 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.L. / N.J.S.U.L. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| ITEM #5 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total 5 |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____ BID NUMBER _____

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
EWR - CUSTOMER CARE REPRESENTATIVES
YEAR 2**

| | FULL-TIME | PART-TIME |
|--|-------------------------------|-------------------------------|
| <u>NUMBER OF EMPLOYEES</u> | _____ | _____ |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ _____ | \$ _____ |
| <u>ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ _____ | \$ _____ |
| <u>ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| <u>ITEM #4 AVERAGE TAXES AND INSURANCE</u> (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.L. / N.J.S.U.L. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| <u>ITEM #5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total 5 |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____ BID NUMBER _____

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
JFK/LGA/COL - CUSTOMER CARE REPRESENTATIVES
Year 3**

| | FULL-TIME | PART-TIME |
|---|-------------------------------|-------------------------------|
| <u>NUMBER OF EMPLOYEES</u> | _____ | _____ |
| <u>ITEM #1 AVERAGE HOURLY DIRECT WAGES</u> | \$ _____ | \$ _____ |
| <u>ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ _____ | \$ _____ |
| <u>ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| <u>ITEM #4 AVERAGE TAXES AND INSURANCE</u> (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.I. / N.J.S.U.I. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| <u>ITEM #5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total 5 |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____ BID B NUMBER _____

**CALCULATION OF HOURLY RATE
CUSTOMER CARE REPRESENTATIVE SERVICES
SWF - CUSTOMER CARE REPRESENTATIVES
YEAR 3**

| | FULL-TIME | | PART-TIME |
|---|-----------|-------------------------------|-------------------------------|
| <u>NUMBER OF EMPLOYEES</u> | _____ | | _____ |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ _____ | | \$ _____ |
| <u>ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ _____ | | \$ _____ |
| <u>ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | _____ | \$ _____ |
| VACATION ALLOWANCE | \$ _____ | _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ | \$ _____ |
| PENSION | \$ _____ | _____ | \$ _____ |
| WELFARE | \$ _____ | _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ | sub total 3 | \$ _____ |
| <u>ITEM #4 AVERAGE TAXES AND INSURANCE</u> (ITEM REQUIRED BY LAW) | | | |
| F.I.C.A. | \$ _____ | | \$ _____ |
| N.Y.S.U.I. / N.J.S.U.I. | \$ _____ | | \$ _____ |
| F.U.I. | \$ _____ | | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ | sub total 4 | \$ _____ |
| <u>ITEM #5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | | |
| UNIFORMS | \$ _____ | | \$ _____ |
| EQUIPMENT | \$ _____ | | \$ _____ |
| MATERIALS | \$ _____ | | \$ _____ |
| SUPPLIES | \$ _____ | | \$ _____ |
| RELIEF | \$ _____ | | \$ _____ |
| ROLL CALL | \$ _____ | | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ | sub total 5 | \$ _____ |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

RESPONDENT'S NAME: _____ BID NUMBER _____

**CALCULATION OF HOURLY RATE
 CUSTOMER CARE REPRESENTATIVE SERVICES
 EWR - CUSTOMER CARE REPRESENTATIVES
 YEAR 3**

| | FULL-TIME | PART-TIME |
|--|-------------------------------|-------------------------------|
| <u>NUMBER OF EMPLOYEES</u> | _____ | _____ |
| <u>ITEM # 1 AVERAGE HOURLY DIRECT WAGES</u> | \$ _____ | \$ _____ |
| <u>ITEM #2 AVERAGE HEALTH BENEFITS - HEALTH</u> | \$ _____ | \$ _____ |
| <u>ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS</u> (ITEMS NOT REQUIRED BY LAW) | | |
| | NUMBER OF DAYS PROVIDER | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | \$ _____ | \$ _____ |
| VACATION ALLOWANCE | \$ _____ | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ | \$ _____ |
| PENSION | \$ _____ | \$ _____ |
| WELFARE | \$ _____ | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #3) | \$ _____ sub total 3 | \$ _____ sub total 3 |
| <u>ITEM #4 AVERAGE TAXES AND INSURANCE</u> (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | \$ _____ | \$ _____ |
| N.Y.S.U.I. / N.J.S.U.I. | \$ _____ | \$ _____ |
| F.U.I. | \$ _____ | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ | \$ _____ |
| DISABILITY INSURANCE | \$ _____ | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #4) | \$ _____ sub total 4 | \$ _____ sub total 4 |
| <u>ITEM #5 AVERAGE ADDITIONAL COMPONENTS</u> (IF APPLICABLE) | | |
| UNIFORMS | \$ _____ | \$ _____ |
| EQUIPMENT | \$ _____ | \$ _____ |
| MATERIALS | \$ _____ | \$ _____ |
| SUPPLIES | \$ _____ | \$ _____ |
| RELIEF | \$ _____ | \$ _____ |
| ROLL CALL | \$ _____ | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ | \$ _____ |
| AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | \$ _____ | \$ _____ |
| SUB TOTAL (ITEM #5) | \$ _____ sub total 5 | \$ _____ sub total 5 |
| TOTAL (ITEMS # 1, 2, 3, 4 & 5) | \$ _____ | \$ _____ |

For Informational Purposes Only - Do Not Submit

[Type text]

ATTACHMENT B

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

Position – CCR Services Contract Representative

Year 1

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

Name of Proposed CCR Services Contract Representative - _____

Vendor Name: _____

[Type text]

For Informational Purposes Only - Do Not Submit

ATTACHMENT B

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

Position - Customer Care Representative Manager

JFK - Year 1

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

Name of Proposed JFK Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

For Informational Purposes Only - Do Not Submit

ATTACHMENT B

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

Position – Customer Care Representative Manager

LGA - Year 1

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

Name of Proposed LGA Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

For Informational Purposes Only - Do Not Submit

ATTACHMENT B

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

Position – Customer Care Representative Manager

EWR/SWF - Year 1

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed EWR/SWF Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position – Customer Care Representative Manager

JFK - Year 2

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

FOR INFORMATIONAL PURPOSES ONLY - DO NOT SUBMIT

Name of Proposed JFK Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

PART III (C) – CALCULATION OF ANNUAL SALARIED POSITIONS
(One should be completed for Each Salaried Position)

Position – Customer Care Representative Manager

LGA - Year 2

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

Name of Proposed LGA Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

For Informational Purposes Only - Do Not Submit

ATTACHMENT B

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

Position – Customer Care Representative Manager

EWR/SWF - Year 2 .

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed EWR/SWF Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position - Customer Care Representative Manager

JFK - Year 3

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

Name of Proposed JFK Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

For Informational Purposes Only - Do Not Submit

ATTACHMENT B

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

Position – Customer Care Representative Manager

LGA - Year 3

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed LGA Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position – Customer Care Representative Manager

EWR/SWF - Year 3

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed EWR/SWF Customer Care Representative Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position – Customer Care Representative Assistant Manager

JFK - Year 1

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

FOR INFORMATIONAL PURPOSES ONLY - DO NOT SUBMIT

Name of Proposed JFK Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position – Customer Care Representative Assistant Manager

LGA - Year 1

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed LGA Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position - Customer Care Representative Assistant Manager

EWR/SWF - Year 1

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed EWR/SWF Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B.

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

Position – Customer Care Representative Assistant Manager

JFK - Year 2

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed JFK Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position -- Customer Care Representative Assistant Manager

LGA - Year 2

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

FOR INFORMATIONAL PURPOSES ONLY - DO NOT SUBMIT

Name of Proposed LGA Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position – Customer Care Representative Assistant Manager

EWR/SWF - Year 2

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed EWR/SWF Customer Care Representative Assistant Manager - _____

Vendor Name: _____

ATTACHMENT B

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

Position – Customer Care Representative Assistant Manager

JFK - Year 3

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

Name of Proposed JFK Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

For Informational Purposes Only - Do Not Submit

ATTACHMENT B

PART III (C) – CALCULATION OF ANNUAL SALARIED POSITIONS

(One should be completed for Each Salaried Position)

Position – Customer Care Representative Assistant Manager

LGA - Year 3

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed LGA Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

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

Position – Customer Care Representative Assistant Manager

EWR/SWF - Year 3

| | | |
|--|---------------|-----------------|
| Direct Salary | | \$ _____ |
| Taxes | | \$ _____ |
| F.I.C.A. | | \$ _____ |
| N.Y.S.U.I./N.J.S.U. | | \$ _____ |
| F.U.I. | | \$ _____ |
| Worker's Compensation | | \$ _____ |
| General Liability Insurance | | \$ _____ |
| Disability Insurance | | \$ _____ |
| Vacation Allowance | # _____ Weeks | \$ _____ |
| Sick Time Allowance | # _____ Days | \$ _____ |
| Health Benefits | | \$ _____ |
| Other Specify | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Total Annual Salary & Supplemental Benefits | | \$ _____ |

For Informational Purposes Only - Do Not Submit

Name of Proposed EWR/SWF Customer Care Representative Assistant Manager - _____

Vendor Name: _____

[Type text]

ATTACHMENT B

PART III (D) – CALCULATION OF MONTHLY MANAGEMENT FEE

JFK – YEAR 1

ANNUAL

| | |
|---|----------|
| Contract Representative Salary/Benefits | \$ _____ |
| Customer Care Representative Manager Salary/Benefits | \$ _____ |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ _____ |
| Other Required Positions (For each position an "Annual Salary Position Form" – Part III (C) shall be filled completed) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | _____ |
| Office Furniture | \$ _____ |
| Telephone | \$ _____ |
| Office Machines | \$ _____ |
| Office Supplies | \$ _____ |
| Other Specify | \$ _____ |
| Total Annual Management Fee | \$ _____ |
| Total Monthly Management Fee (Total Annual Management Fee / 12 months) | \$ _____ |

For Informational Purposes Only - Do Not Submit

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the Sec "Insurance procured by Contractor".

Vendor Name: _____

[Type text]

For Informational Purposes Only-Do Not Submit

[Type text]

ATTACHMENT B

PART III (D) – CALCULATION OF MONTHLY MANAGEMENT FEE

LGA – YEAR 1

ANNUAL

| | |
|---|----------|
| Contract Representative Salary/Benefits | \$ _____ |
| Customer Care Representative Manager Salary/Benefits | \$ _____ |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ _____ |
| Other Required Positions (For each position an "Annual Salary Position Form" – Part III (C) shall be filled completed) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ _____ |
| Telephone | \$ _____ |
| Office Machines | \$ _____ |
| Office Supplies | \$ _____ |
| Other Specify | \$ _____ |
| Total Annual Management Fee | \$ _____ |
| Total Monthly Management Fee (Total Annual Management Fee / 12 months) | \$ _____ |

For Informational Purposes Only - Do Not Submit

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the Secti "Insurance procured by Contractor".

Vendor Name: _____

[Type text]

ATTACHMENT B

PART III (D) CALCULATION OF MONTHLY MANAGEMENT FEE

EWR/SWF - YEAR 1

ANNUAL

Contract Representative Salary/Benefits \$ _____

Customer Care Representative Manager Salary/Benefits \$ _____

Customer Care Representative Assistant Manager Salary/Benefits \$ _____

Other Required Positions
(For each position an "Annual Salary Position Form" - Part III (C) shall be filled completed)

_____ \$ _____

_____ \$ _____

* Insurance _____

Office Furniture \$ _____

Telephone \$ _____

Office Machines \$ _____

Office Supplies \$ _____

Other Specify \$ _____

Total Annual Management Fee \$ _____

Total Monthly Management Fee \$ _____
(Total Annual Management Fee / 12 months)

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the S "Insurance procured by Contractor".

Vendor Name: _____

[Type text]

FOR INFORMATIONAL PURPOSES ONLY - DO NOT SUBMIT

ATTACHMENT B

PART III (D) – CALCULATION OF MONTHLY MANAGEMENT FEE

JFK – YEAR 2

ANNUAL

| | |
|---|----------|
| Contract Representative Salary/Benefits | \$ _____ |
| Customer Care Representative Manager Salary/Benefits | \$ _____ |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ _____ |
| Other Required Positions (For each position an "Annual Salary Position Form" – Part III (C) shall be filled completed) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ _____ |
| Telephone | \$ _____ |
| Office Machines | \$ _____ |
| Office Supplies | \$ _____ |
| Other Specify | \$ _____ |
| Total Annual Management Fee | \$ _____ |
| Total Monthly Management Fee (Total Annual Management Fee / 12 months) | \$ _____ |

For Informational Purposes Only - Do Not Submit

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the Sec "Insurance procured by Contractor".

Vendor Name: _____
[Type text]

For Informational Purposes Only-Do Not Submit

[Type text]

ATTACHMENT B

PART III (D) – CALCULATION OF MONTHLY MANAGEMENT FEE

LGA – YEAR 2

ANNUAL

| | |
|---|----------|
| Contract Representative Salary/Benefits | \$ _____ |
| Customer Care Representative Manager Salary/Benefits | \$ _____ |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ _____ |
| Other Required Positions (For each position an "Annual Salary Position Form" – Part III (C) shall be filled completed) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ _____ |
| Telephone | \$ _____ |
| Office Machines | \$ _____ |
| Office Supplies | \$ _____ |
| Other Specify | \$ _____ |
| Total Annual Management Fee | \$ _____ |
| Total Monthly Management Fee (Total Annual Management Fee / 12 months) | \$ _____ |

For Informational Purposes Only - Do Not Submit

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the Secti "Insurance procured by Contractor".

Vendor Name: _____

[Type text]

ATTACHMENT B

PART III (D) – CALCULATION OF MONTHLY MANAGEMENT FEE

EWR/SWF – YEAR 2

ANNUAL

| | |
|---|----------|
| Contract Representative Salary/Benefits | \$ _____ |
| Customer Care Representative Manager Salary/Benefits | \$ _____ |
| Customer Care Representative Assistant Manager Salary/Benefits | \$ _____ |
| Other Required Positions (For each position an "Annual Salary Position Form" – Part III (C) shall be filled completed) | _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| * Insurance | \$ _____ |
| Office Furniture | \$ _____ |
| Telephone | \$ _____ |
| Office Machines | \$ _____ |
| Office Supplies | \$ _____ |
| Other Specify | \$ _____ |
| Total Annual Management Fee | \$ _____ |
| Total Monthly Management Fee (Total Annual Management Fee / 12 months) | \$ _____ |

For Informational Purposes Only - Do Not Submit

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the Secti "Insurance procured by Contractor".

[Type text]

Vendor Name: _____

For Informational Purposes Only-Do Not Submit

[Type text]

ATTACHMENT B

PART III (D) – CALCULATION OF MONTHLY MANAGEMENT FEE

JFK – YEAR 3

ANNUAL

Contract Representative Salary/Benefits \$ _____

Customer Care Representative Manager Salary/Benefits \$ _____

Customer Care Representative Assistant Manager Salary/Benefits \$ _____

Other Required Positions
(For each position an "Annual Salary Position Form" – Part III (C) shall be filled completed)

_____ \$ _____

_____ \$ _____

* Insurance \$ _____

Office Furniture \$ _____

Telephone \$ _____

Office Machines \$ _____

Office Supplies \$ _____

Other Specify \$ _____

Total Annual Management Fee \$ _____

Total Monthly Management Fee \$ _____
(Total Annual Management Fee / 12 months)

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the S "Insurance procured by Contractor".

Vendor Name: _____

[Type text]

For Informational Purposes Only - Do Not Submit

ATTACHMENT B

PART III (D) - CALCULATION OF MONTHLY MANAGEMENT FEE

LGA - YEAR 3

ANNUAL

Contract Representative Salary/Benefits \$ _____

Customer Care Representative Manager Salary/Benefits \$ _____

Customer Care Representative Assistant Manager Salary/Benefits \$ _____

Other Required Positions
(For each position an "Annual Salary Position Form" - Part III (C) shall be filled completed)

_____ \$ _____

_____ \$ _____

* Insurance \$ _____

Office Furniture \$ _____

Telephone \$ _____

Office Machines \$ _____

Office Supplies \$ _____

Other Specify \$ _____

Total Annual Management Fee \$ _____

Total Monthly Management Fee \$ _____
(Total Annual Management Fee / 12 months)

For Informational Purposes Only - Do Not Submit

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the Sec "Insurance procured by Contractor".

Vendor Name: _____

[Type text]

ATTACHMENT B

PART III (D) – CALCULATION OF MONTHLY MANAGEMENT FEE

EWR/SWF – YEAR 3

ANNUAL

Contract Representative Salary/Benefits \$ _____

Customer Care Representative Manager Salary/Benefits \$ _____

Customer Care Representative Assistant Manager Salary/Benefits \$ _____

Other Required Positions
(For each position an "Annual Salary Position Form" – Part III (C) shall be filled completed)

_____ \$ _____

_____ \$ _____

* Insurance \$ _____

Office Furniture \$ _____

Telephone \$ _____

Office Machines \$ _____

Office Supplies \$ _____

Other Specify \$ _____

Total Annual Management Fee \$ _____

Total Monthly Management Fee \$ _____
(Total Annual Management Fee / 12 months)

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority. Do not include costs in the hourly rates.

* Do not include vehicle or health insurance in this insurance cost. It only applies to the Insurance cost of the Section "Insurance procured by Contractor".

Vendor Name: _____

[Type text]

FOR INFORMATIONAL PURPOSES ONLY - DO NOT SUBMIT

**ATTACHMENT C
RESPONDENT REFERENCE FORM**

Name of Respondent: _____

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
PROCUREMENT M/WBE PARTICIPATION PLAN

PROCUREMENT M/WBE PARTICIPATION PLAN

Office of Business and Job Opportunity

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.

PAGE: _____ OF _____

Purchase Order #: _____
Proposer/Bidder Name: _____

Mailing Address: _____
Telephone Number: _____

Contract Description: _____

Contract Amount: _____
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 OBJO USE ONLY

Contract Goals: Approved Waived Rejected

Reviewed by: _____
Print Name: _____ Date _____

OBJO Business Development Representative

Distribution: Original - OBJO; 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 7. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part VI of the contract book, the bidder shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business and Job Opportunity 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.

ATTACHMENT F - Certified Environmentally Preferable Products/Practices

Proposer Name: _____ Date: _____

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

1. Packaging

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

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

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

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

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

4. Certifications

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

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

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

5. Other Environmental Criteria

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

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

_____ Name _____ Date

ATTACHMENT G
EXHIBITS

EXHIBIT A – DAILY POST HOUR CHARTS

EXHIBIT B – AIRPORT PERFORMANCE MANAGEMENT PROGRAM

EXHIBIT C – NUMBER OF VEHICLES REQUIRED

EXHIBIT D – VEHICLE SPECIFICATIONS

EXHIBIT E – CUSTOMER CARE AIRPORT STANDARDS MANUAL

EXHIBIT F – UNIFORM SPECIFICATION

EXHIBIT G – MAPS OF AIRPORTS

**EXHIBIT H – THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AIR
TERMINAL RULES AND REGULATIONS (available upon request)**

EXHIBIT I – SAMPLE CERTIFIED STATEMENT

EXHIBIT A - DAILY POST HOURS CHARTS

CUSTOMER CARE REPRESENTATIVE CONTRACT
DAILY POST HOURS

3/9/2010

| JFK | 2400-2100 | 0100-2200 | 0200-0300 | 0300-0400 | 0400-0500 | 0500-0600 | 0600-0700 | 0700-0800 | 0800-0900 | 0900-1000 | 1000-1100 | 1100-1200 | 1200-1300 | 1300-1400 | 1400-1500 | 1500-1600 | 1600-1700 | 1700-1800 | 1800-1900 | 1900-2000 | 2000-2100 | 2100-2200 | 2200-2300 | 2300-2400 | Total | | |
|--------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|----|----|
| TERMINAL 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIS | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 10 | |
| Arrivals Area | 1 | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 14 | |
| WC | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 10 | |
| TERMINAL 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Arrivals Area | | | | | | | 1 | 1 | 1 | 1 | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 11 | |
| WC | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | | | 7 | |
| TERMINAL 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIS | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | 8 | |
| Arrivals (3D) | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | 7 | |
| Arrivals (3 Lower) | | | | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 | |
| WC | | | | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 | |
| TERMINAL 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIS | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 28 |
| Arrivals Area | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 14 | |
| WC | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 32 | |
| TERMINAL 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Arrivals Area | 1 | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 14 | |
| WC | | | | | | | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 32 | |
| TERMINAL 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIS | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 10 | |
| Arrivals Area | 1 | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 14 | |
| WC | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 | |
| TERMINAL 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIS | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 28 |
| Arrivals Area | 1 | 1 | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 15 | |
| WC | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 24 | |
| AIRTRAIN STATIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Howard Beach | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 | |
| Federal Circle | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 | |
| Jamaica Terminal | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 24 | |
| Supervisors | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Supervisors | 2 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 3 | 3 | 2 | 60 |
| Administrator (CCR) | | | | | | | | | | | | | | 1 | 1 | 1 | 1 | | | | | | | | | 4 | |

| 2010 Total Hrs | Daily | Annual |
|---------------------|------------|----------------|
| WC CCRs | 128 | 365 |
| CCRs | 98 | 365 |
| FIS CCRs | 84 | 365 |
| AirTrain CCRs | 56 | 365 |
| Administrator (CCR) | 4 | 260 |
| Supervisors | 60 | 365 |
| Total | 428 | 155,800 |

EXHIBIT A – DAILY POST HOURS CHARTS (continued)

CUSTOMER CARE REPRESENTATIVE CONTRACT
DAILY POST HOURS

3/9/2010

| LGA | 2400-2100 | 2100-2200 | 2200-2300 | 2300-2400 | 2400-2500 | 2500-2600 | 2600-2700 | 2700-2800 | 2800-2900 | 2900-3000 | 3000-3100 | 3100-3200 | 3200-3300 | 3300-3400 | 3400-3500 | 3500-3600 | 3600-3700 | 3700-3800 | 3800-3900 | 3900-4000 | 4000-4100 | 4100-4200 | 4200-4300 | 4300-4400 | Total | 2009 Rest |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|-----------|
| DELTA Main | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Baggage 1 | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | | | 8 |
| Baggage 2 | | | | | | | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| Rover/WC | 1 | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 |
| WC | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 |
| USAIR | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Baggage | | | | | | | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| Rover/WC | 1 | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 |
| WC | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 |
| CTB East Wing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| UL Rover | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Rover/WC | 2 | | | | | | | | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| WC | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 |
| Rover/Baggage | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| Gate B | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 4 |
| CTB West Wing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| UL Rover | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Rover/WC | 2 | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 24 |
| WC | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 |
| Rover/Baggage | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| MTA/Food Court | | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| Gate D | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 | 1 | 4 |
| CTB UL Rover | | | | | | | | | | | | | | | | | | | | | | | | | | |
| UL Rover | | | | | | | | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | | 4 |
| DELTA Shuttle | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rover | | | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| Hanger 7 Personnel | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Desk (M-F) | | | | | | | | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 16 |
| Supervisor | 1 | 1 | | | | | | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 36 |

| 2010 Total Hrs. | Daily | Annual |
|-----------------|------------|----------------|
| WC CCRs | 64 | 365 |
| Rover/WC | 80 | 365 |
| CCRs | 82 | 365 |
| Desk (CCR) | 16 | 260 |
| Supervisors | 36 | 365 |
| Total | 288 | 103,440 |

EXHIBIT A – DAILY POST HOURS CHARTS (continued)

**CUSTOMER CARE REPRESENTATIVE CONTRACT
DAILY POST HOURS**

3/9/2010

| SWF Main Terminal | 2400-0700 | 0700-0900 | 0900-1200 | 1200-1300 | 1300-1400 | 1400-1500 | 1500-1600 | 1600-1700 | 1700-1800 | 1800-1900 | 1900-2000 | 2000-2100 | 2100-2200 | 2200-2300 | 2300-2400 | Total | 2009 Rechs |
|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|------------|
| CCRs | | | | | | | | | | | | | | | | 16 | |

| 2010 Total Hrs | Daily | Annual |
|----------------|-----------|--------------|
| CCRS | 16 | 5,840 |
| Total | 16 | 5,840 |

EXHIBIT A - DAILY POST HOURS CHARTS (continued)

CUSTOMER CARE REPRESENTATIVE CONTRACT
DAILY POST HOURS

3/12/2010

| EWR | 200-110 | 1700-1200 | 1200-1300 | 1300-1400 | 1400-1500 | 1500-1600 | 1600-1700 | 1700-1800 | 1800-1900 | 1900-2000 | 2000-2100 | 2100-2200 | 2200-2300 | 2300-2400 | Total |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Terminal A | | | | | | | | | | | | | | | |
| WC-A | 1 | | | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| A2 Rotunda | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| A-Courtyard | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Arrivals | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Departures | | | | | 1 | 1 | 1 | 1 | | | | | | | |
| Terminal B | | | | | | | | | | | | | | | |
| B-Airtr | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| WC-B2 | 1 | | | | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 |
| Bravo Desk | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Old M/G | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| WC-B3 | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Immigration | | | | | | | 2 | 2 | 4 | 4 | 4 | 4 | 4 | 4 | 2 |
| Meet & Greet | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Custom 1-Airtr | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Bravo Depart | | | | | | | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 1 |
| Terminal C | | | | | | | | | | | | | | | |
| WC-C | 1 | | | | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| C-INS | | | | | | | | | 2 | 4 | 6 | 6 | 6 | 6 | 6 |
| C1 & C3 Check | | | | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| BUILDING 1 | | | | | | | | | | | | | | | |
| Phone Ops | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Bldg 1 Lobby | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| AIRTRAIN | | | | | | | | | | | | | | | |
| Platform A | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Platform B | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Platform C | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Platform P2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Platform P3 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Platform P4 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Platform NEC | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Terminal A-AIE | 1 | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Terminal B-AIE | 1 | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Terminal C-AIE | 1 | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| P4-LOBBY | 1 | 1 | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Train Inspection | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| NEC Hotline/Call | 1 | 1 | 1 | | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| OTHER | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | |
| GW 2 Duty Supv | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| GW3 Alpha-Term A,P1,P2,P3 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| GW3 Bravo-Term B | | | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| GW3-Charlie-C,P4,NEC | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Lead Supervisors | | | | | 1 | 1 | 2 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| LCC Cont desk | 1 | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| TOTAL | 11 |

| 2010 Total Hrs | Daily | 365 | Annual |
|------------------|------------|------------|----------------|
| WC CCRs | 101 | 365 | 36,865 |
| CCRs | 135 | 365 | 49,275 |
| FIR CCRs | 74 | 365 | 27,010 |
| AirTrain CCRs | 294 | 365 | 107,310 |
| Building 1 (CCR) | 42 | 260 | 10,920 |
| Supervisors | 114 | 365 | 41,810 |
| Total | 760 | 365 | 272,990 |

EXHIBIT A - DAILY POST HOURS CHARTS (continued)

CUSTOMER CARE REPRESENTATIVE CONTRACT DAILY POST HOURS

3/9/2010

| COL | 2000-0100 | 0100-0200 | 0200-0300 | 0300-0400 | 0400-0500 | 0500-0600 | 0600-0700 | 0700-0800 | 0800-0900 | 0900-1000 | 1000-1100 | 1100-1200 | 1200-1300 | 1300-1400 | 1400-1500 | 1500-1600 | 1600-1700 | 1700-1800 | 1800-1900 | 1900-2000 | 2000-2100 | 2100-2200 | 2200-2300 | 2300-2400 | Total | 2009 Req. |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|-----------|
| Trainers (Supvrs) | | | | | | | | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 1 | | | | | | | | | | | 12 |
| JFK/LGA Assigned | | | | | | | | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 1 | | | | | | | | | | | 12 |
| EWR/SWF Assigned | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Air Ride (Supvrs) | | | | | | | | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | | | | | | | | | 16 |

| 2010 Total Hrs. | Daily | Annual |
|-----------------|-----------|---------------|
| Trainers | 24 | 365 |
| Air Ride | 16 | 365 |
| Total | 40 | 14,600 |

EXHIBIT A – DAILY POST HOURS CHARTS (continued)

John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, Stewart International Airport, Central Office Location

Combined Total Daily Post Hours

John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, Stewart International Airport, Central Office Location

Combined Total Daily Post Hours

Total All CCR, CCR Supervisor Hours Daily

| | JFK | LGA | EWR | SWF | COL | Total |
|------------------------|-----|-----|-----|-----|-----|-------|
| CCR | 368 | 252 | 646 | 16 | | 1282 |
| Supervisor | 60 | 36 | 114 | | | 210 |
| Trainers (Supervisors) | | | | | 24 | 24 |
| Air Ride (Supervisors) | | | | | 16 | 16 |
| Total All Hours | 428 | 288 | 760 | 16 | 40 | 1532 |

Total All Temporary Summer Employee Daily Post Hours

| | JFK | LGA | EWR | SWF | COL | Total |
|-----|-----|-----|-----|-----|-----|-------|
| CCR | 50 | 25 | 50 | 0 | 0 | 125 |

EXHIBIT B

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 (airport partners) whose staffs have direct customer contact while providing services at the airports. Many of the employees providing the services under this Agreement are involved directly with the Airport's customers. The demeanor and attitude of the Contractor's employees, including supervisory staff, will leave customers with a lasting impression of the Airports. 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 airports, as further described in the Request For Proposals and Form of Contract, and to become an important member of the Airport community, dedicated to meeting and exceeding the needs of the Airport's customers.

The Port Authority conducts ongoing customer satisfaction surveys that identified Courtesy *, Professionalism of Airport Employees, Signs and Directions, Facility Cleanliness and Condition, Quality and Variety of Food, Beverage and Retail Services, Gate Area Experience, Queuing Times and Airport 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 "Airport Standards Manual" as exhibited elsewhere in this document (Exhibit E). 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 "Airport 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.

A. Airport Standards Manual

The Port Authority has committed to an aggressive, on-going service improvement campaign to ensure that airport facilities are designed and maintained to provide a convenient and user friendly environment and that airport employees regardless of who they work for provide superior levels of service that consistently exceed customer expectations. With input from its airport partners, the Port Authority has adopted the Airport Standards Manual that identifies the

aspects of airport 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 Airport Standards Manual as shown in Attachment E. In the event of a conflict between the express specifications of this Contract and the standards referenced in the Airport 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 airports a safe and convenient place to be for our customers, partners and airport employees and improving and maintaining customer satisfaction with the airport experience.

Long-term changes in airport 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; and
- e. check for customer satisfaction.

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 and Extension 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 airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.

Vision:

Focus on Customer Well Being – Provide an airport environment where customers are safe and secure, yet receive quality service.

Be a Model for Service, Security, Efficiency, Safety and Effectiveness.

Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.

Satisfied customers are the most important asset of any business. In assisting the Port Authority to 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. **[Law – We should include this definition of Customer Service somewhere upfront as well. Aviation – Included definition in Proposer info under 1.C. Customer Service Requirements.]** 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 CCR 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.

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 relates to staff courtesy and helpfulness, staff appearance, and such other measures of performance or facilities as shall be designated by the Airport 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 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 C

Number of Vehicles Required

John F. Kennedy International Airport

Two (2), five passenger hybrid SUVs

Two (2), fifteen passenger vans

One (1), seven passenger handicapped equipped minivan

LaGuardia Airport

One (1), five passenger hybrid SUV

One (1), fifteen passenger van

One (1), seven passenger handicapped equipped minivan

Newark Liberty International Airport

One (1), five passenger hybrid SUV

Three (3), fifteen passenger vans

One (1), seven passenger handicapped equipped minivan

EXHIBIT D

Vehicle Specifications Five Passenger Hybrid SUV

Hybrid Electric Vehicles (HEV) with off-idle capability
SmartWay Elite designation for air pollutant emissions
Two Wheel Drive
Limited Slip Differential
Engine - 2.5 liter interline 4 cylinder engine, combined with an electric motor
Horsepower – Approximately 170 gas-electric combined
Transmission - 4 Speed CVT (Continuously Variable Transmission) Automatic
Steering - Power assisted, Regenerative
Power Brakes
Fuel Capacity/ Type Requested - approximately 15 gallons / Regular Unleaded
Tires - All weather radial black-walls
Low Mount Mirrors - Left and Right
Front Bucket Seats
Rear Bench Seats
Separate access to the front and rear seats
Windshield Wipers with Washer
Rear Window Defogger
AM/FM Radio
Air Conditioning
Front and Rear Rubber Floor Mat
Dual Sun Visors
Dual Arm Rests
Inside Hood Release
Interior Lights
Keyed Alike Doors and Ignition
Day/Night Interior Mirror
Front Tow Hooks
Battery-625 C.C.A.
Alternator - 100 Amps
Roof Wiring Kit
Fire Extinguisher
Mounted Roof Beacon Light
"Customer Service" signage on driver and passenger side doors
Unique vehicle number distinctly displayed on the sides and rear of each vehicle

Vehicles will all be painted white and approved by the Manager.
Seating for driver and six (6) occupants

Exhibit D

Vehicle Specifications Seven Passenger Van (Handicapped Accessible)

Two Wheel Drive
Limited Slip Differential
Engine - 6 cylinder, approx. 3 liter
Transmission - 4 Speed Automatic
Steering - Power assisted,
Power Brakes
Fuel - approximately 20 gallons / Regular Unleaded
Tires - All weather radial black-walls
Low Mount Mirrors - Left and Right
Front Bucket Seats
Rear Bench Seats
Separate access to the front and rear seats
Windshield Wipers with Washer
Rear Window Defogger
AM/FM Radio
Air Conditioning
Front and Rear Rubber Floor Mat
Dual Sun Visors
Dual Arm Rests
Inside Hood Release
Interior Lights
Keyed Alike Doors and Ignition
Day/Night Interior Mirror
Front Tow Hooks
Battery-625 C.C.A.
Alternator - 100 Amps
Roof Wiring Kit
Fire Extinguisher
Mounted Roof Beacon Light
"Customer Service" signage on driver and passenger side doors
Unique vehicle number distinctly displayed on the sides and rear of each vehicle

Vehicles will all be painted white and approved by the Manager.
Seating for driver and six (6) occupants

Exhibit D

Vehicle Specifications Fifteen Passenger Van

Gross Weight Rating - Approximately 8600 pounds
Two Wheel Drive
Limited Slip Differential
Engine - 8 cylinder
Transmission - 4 Speed Automatic
Steering - Power assisted
Power Brakes
Fuel Tank - approximately 20 gallons
Tires - All weather radial black-walls
Low Mount Mirrors - Left and Right Front
Bucket Seats
Rear Bench Seats
Separate access to the front and rear seats
Windshield Wipers with Washer
Rear Window Defogger
AM/FM Radio
Air Conditioning
Front and Rear Rubber Floor Mat
Dual Sun Visors
Dual Arm Rests
Inside Hood Release
Interior Lights
Keyed Alike Doors and Ignition
Day/Night Interior Mirror
Front Tow Hooks
Battery-625 C.C.A.
Alternator - 100 Amps
Roof Wiring Kit
Fire Extinguisher
Mounted Roof Beacon Light
"Customer Service" signage on driver and passenger side doors
Unique vehicle number distinctly displayed on the sides and rear of each vehicle

Vehicles will all be painted white and approved by the Manager.
Seating for driver and fourteen (14) occupants

EXHIBIT E

CUSTOMER CARE AIRPORT STANDARDS MANUAL

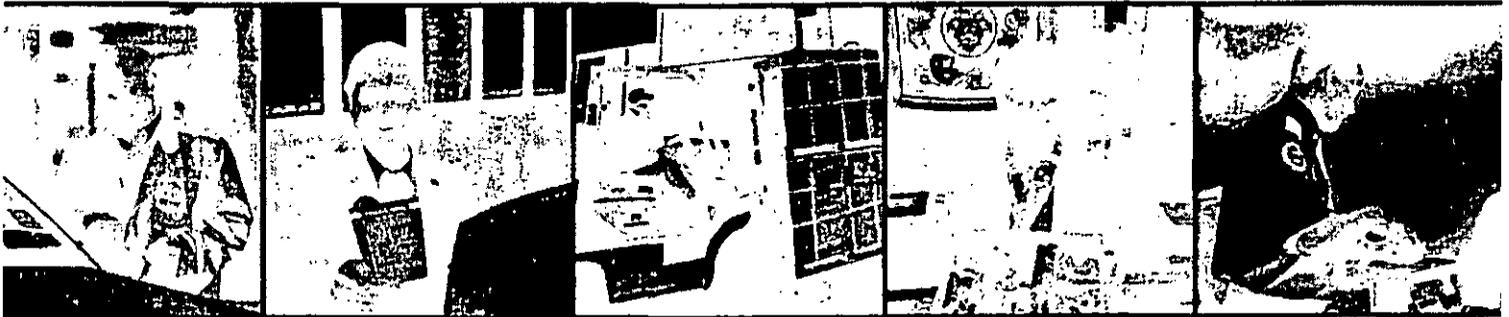


THE PORT AUTHORITY OF NY & NJ

*Kennedy · Newark Liberty · LaGuardia · Stewart
Teterboro · Downtown Manhattan Heliport*

Customer Care

Airport Standards Manual



Fifth Edition · July 2008

Port Authority
**Customer
Care**



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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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."**

Airport Performance Measurement Program (APMP) (continued)

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:

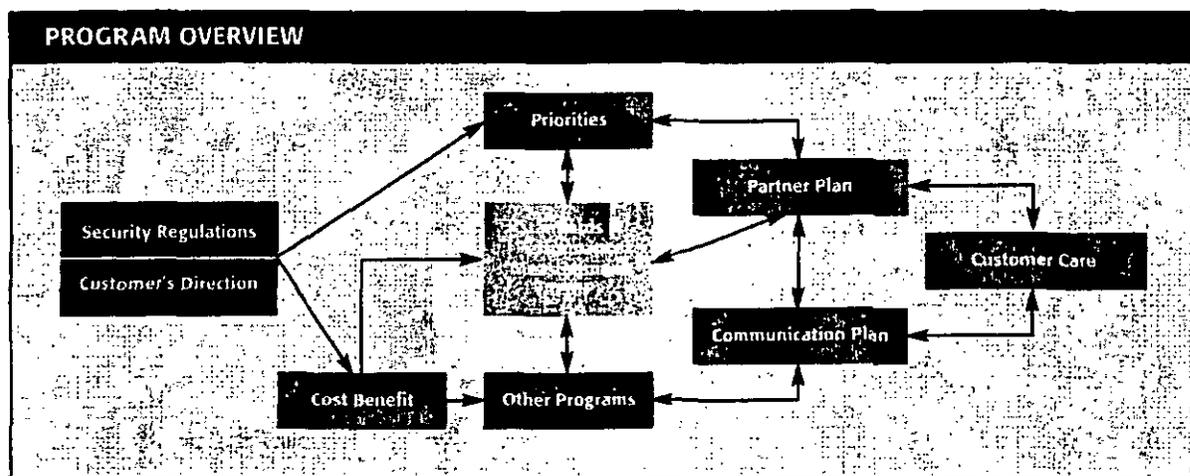


Figure 1

- 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**.

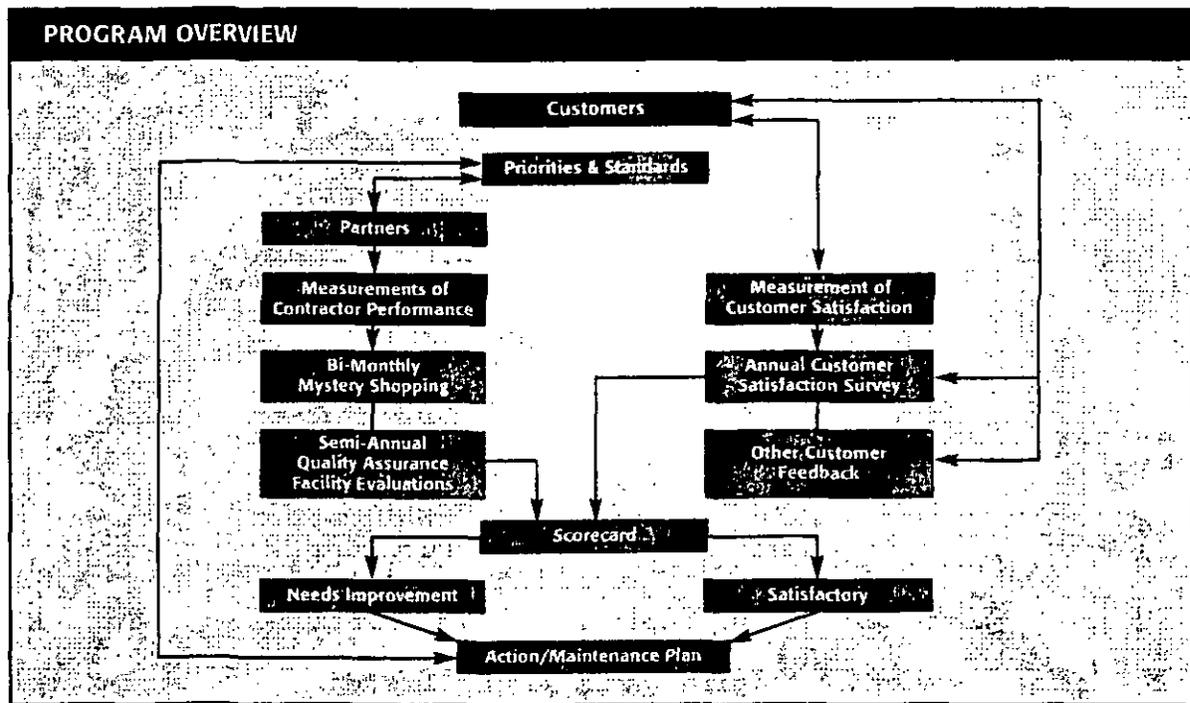


Figure 4

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**.

Airport Performance Measurement Program (APMP) (continued)

C. Scorecards Descriptions & Methodology

• A Sample Needs Improvement Scorecard [Figure 5]

| 2007 PERFORMANCE MEASUREMENT SCORECARD—GATE AREA | | | | | | | |
|--|--------------|---|--------------------------------------|--|---------------------------------------|---------------------------|-----------------------|
| Terminal XYZ—Airport Y | | | | | | | |
| Gates | Gate Sq. Ft. | Avg. Mvmt. Per Day | Avg. Mvmt. Per Gate Per Day | Outbound Pax. 12 Months Ending June 2007 | Avg. Sq. Ft. Gate Area | Sq. Ft. Average Daily Pax | IATA Level of Service |
| 38 | 43,500 | 457 | 13 | 6,949,150 | 1,145 | 2.3 | F |
| | | Customer Satisfaction (% Highly Satisfied) | Mystery Shopping (# of Deficiencies) | | Quality Assurance (# of Deficiencies) | | |
| | | Overall | Condition | | Standards Missed - All Items | | |
| Timeframe | | Annual - June 2007 | 6-Mon. Rolling Average - June 2007 | | Annual - April 2007 | | |
| Actual Score | | 38 | 4 | | 51 | | |
| Performance Target (PT) | | 53-58 | 2 | | 29 | | |
| Specific Results | | Needs Improvement | | Needs Improvement | | Needs Improvement | |
| Overall Progress Since 2006 | | 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 | | | | | |
| 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]

| 2007 PERFORMANCE MEASUREMENT SCORECARD—DEPARTURE CURBS | | | | | | | |
|--|--|-----------|---|--------------|--|---------------|--------|
| Terminal ABC | | | | | | | |
| #Curbside Check-in Locations | Outbound Domestic Passengers 12 Months Ending June 2007 | | Outbound International Passengers 12 Months Ending June 2007 | | Curbside | | |
| | Counter/Podium Stations | % | Total # | % | Total # | Total Sq. Ft. | Length |
| 4 | 41% | 1,029,798 | 59% | 1,494,324 | 25,650 | 855 | 30 |
| OTHER INFORMATION | | | | | | | |
| Timeframe | Customer Satisfaction (% Highly Satisfied) | | Mystery Shopping (# of Deficiencies) | | Quality Assurance (# of Deficiencies) | | |
| | Condition/Cleanliness | | Courtesy | Condition | Standards Missed | | |
| Actual Score | 62 | | 1 | 2 | 13 | | |
| Performance Target (PT) | 60-65 | | 1 | 3 | 17 | | |
| Specific Results | Satisfactory | | Satisfactory | Satisfactory | Satisfactory | | |
| Overall Progress Since 2006 | <p>Customer Satisfaction Score increased 5% point, remaining Satisfactory.</p> <p>Mystery Shopping Deficiencies changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory.</p> <p>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}

9.2 Standards of Condition

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

9.3 Standards of Functionality

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

9.0 – 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 dirty and marks. {R}
- 10.1.11 Conveyor curtains shall be clean and free of dirt and debris. {R}

10.2 Standards of Condition

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

10.0 – 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.O "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)

14.3 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}

16.0 – Ramp & Airside Areas (continued)

- 16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. (R)
- 16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. (R)
- 16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. (R)
- 16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. (R)

16.3 Standards of Ramp Condition

- 16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. (R)
- 16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. (R)
- 16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. (R)
- 16.3.4 All light fixtures shall be in working order with no visible broken parts. (R)
- 16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. (R)
- 16.3.6 All service roads shall be well maintained and free of potholes and weeds. (R)
- 16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. (R)
- 16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. (R)
- 16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. (H)

16.4 Standards of Equipment Condition

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

16.0 – Ramp & Airside Areas (continued)

16.5 Standards of Equipment Functionality

- 16.5.1 Buses and/or Mobile Lounges shall be in good working order. (R)
- 16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. (R)
- 16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. (R)
- 16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. (R)
- 16.5.5 Ramp equipment and cargo including containers shall be staged in an orderly fashion. (R)
- 16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. (R)
- 16.5.7 Aircraft loading bridges shall be in good working order. (R)
- 16.5.8 Interline baggage transfer equipment shall be in good working order. (R)
- 16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. (R)

16.6 Signs, Directions, and Information

- 16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. (R)
- 16.6.2 Gate numbers shall be clearly marked and visible at all times. (R)

17.0 - Assistance to Stranded Passengers

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

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

The Following Defines "Stranded Passengers"

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and one (1) hour on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

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

The Following Defines "Areas of Responsibility"

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public. The Port Authority of NY & NJ has pledged to assist airlines during flight delay situations. PAPRICA (Port Authority Passenger Recovery in Cooperation with the Airlines) is the guideline airlines shall use during flight delays.

17.1 Assistance to passengers stranded on board an aircraft

- 17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for two (2) hours or longer. (H)
- 17.1.2 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. (H)

17.0 – Assistance to Stranded Passengers (continued)

17.2 Assistance to passengers stranded inside the terminal

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

17.3 Passengers with Reduced Mobility

- 17.3.1 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly, disabled, passengers with medical conditions, unaccompanied minors, passengers with young children and passengers speaking foreign languages. {H}

17.4 Arriving flight information provided to the general public

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

18.0 - AirTrain Stations and Vehicles

18.1 Standards of Cleanliness

Stations: Interior

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

Stations: Exterior

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

Trains:

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

18.2 Standards of Condition

Stations: Interior

- 18.2.1 Seating shall be free of missing or broken parts. (R)
- 18.2.2 Tile and floors shall be free of large gouges, cracks and missing pieces. (H)
- 18.2.3 Floor mats shall be in good condition, without obvious wear and frays. (R)
- 18.2.4 Planters shall be in good condition, free of any visible damage. (R)
- 18.2.5 Windowsills shall be in good condition without any missing or broken pieces. (R)
- 18.2.6 Glass in windows and doors shall have no broken or cracked panes. (H)
- 18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. (R)
- 18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. (R)
- 18.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. (R)
- 18.2.10 All light fixtures shall be in working order with no visible broken parts. (R)
- 18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. (R)
- 18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. (R)
- 18.2.13 Heating and air conditioning units shall be in good working condition. (H)
- 18.2.14 Escalators and elevators shall be in working condition. (R)
- 18.2.15 Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be in good condition, with no visible damage. (R)
- 18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. (R)
- 18.2.17 Employees' personal belongings shall not be visible. (R)
- 18.2.18 Platform bumpers shall be free of tears and missing or broken parts. (H)

18.0 – AirTrain Stations & Vehicles (continued)

Stations: Exterior

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

Trains

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

18.3 Standards of Functionality

Stations: Interior

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

Stations: Exterior

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

Trains:

- 18.3.8 Waiting times at EWR shall not exceed:
- Three (3) minutes, between the hours of 1100 and 2000
 - Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
 - Twenty-four (24) minutes between 2400 and 0500
- Waiting times at JFK shall not exceed:
- Nine (9) minutes, between the hours of 0600 and 1430
 - Nine (9) minutes, between 1430 and 0000
 - Thirteen (13) minutes, between 0000 and 0600

18.0 ~ AirTrain Stations & Vehicles (continued)

- 18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. (R)
- 18.3.10 Automated announcements shall be audible and up-to-date. (R)
- 18.3.11 Public Address systems shall be clear and audible. (R)
- 18.3.12 Each help phone, emergency phone or communication device shall be in working order. (H)

18.4 Signs, Directions, and Information

- 18.4.1 Route/destination signing shall be clearly posted. (R)
- 18.4.2 Drop-off and Pick-up points shall be clearly designated. (R)
- 18.4.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with Port Authority Aviation Signing and Wayfinding Standards. (R)
- 18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. (R)
- 18.4.5 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate. (R)
- 18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. (R)
- 18.4.7 Telephones and/or call boxes shall be easily identified. (R)
- 18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. (R)

19.0 - Assistance to Passengers with Reduced Mobility

Definition of "Passengers with Reduced Mobility"

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

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

Relevant Standards and Regulations

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

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

Areas of Responsibility

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

19.0 - Assistance to Passengers with Reduced Mobility (continued)

- c. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.
- d. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

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

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

19.3 On-Airport Assistance to Passengers with Reduced Mobility

- 19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}
- 19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}
- 19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

19.0 - Assistance to Passengers with Reduced Mobility (continued)

- 19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}
- 19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.4 Provision of Wheelchairs to Passengers with Reduced Mobility

- 19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}
- 19.4.2 Airlines shall each provide boarding wheelchairs and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}
- 19.4.3 All wheelchairs may be subject to an inspection of:
- a. Armrests—sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
 - b. Wheelchair back—upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;
 - c. Seats, cross braces and frames—upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;
 - d. Wheel locks—securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
 - e. Large wheels—no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
 - f. Casters—check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,
 - g. Footrest/leg rest—check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.0 - Assistance to Passengers with Reduced Mobility (continued)

- 19.4.4 All wheelchairs shall be well maintained and in good condition. {R}
- 19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}
- 19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}
- 19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}
- 19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}
- 19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

19.5 Signs, Directions and Information

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

20.0 - Public Circulation and Queue Management

The Following Defines "Circulation Areas"

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

The Following Defines "Queuing Area"

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

Areas of Responsibility

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

20.1 Standards for Managing Passenger Circulation

- 20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. (R)
- 20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). (R)

20.0 - Public Circulation and Queue Management (continued)

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

20.2 Standards for Managing Passenger Queuing Areas

- 20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}
- 20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}
- 20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}
- 20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}
- 20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}
- 20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

20.0 - Public Circulation and Queue Management (continued)

20.3 Stanchion Appearance and Locations

- 20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. (R)
- 20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than .2" in diameter. (R)
- 20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. (R)
- 20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. (R)
- 20.3.5 Stanchion belts or ropes should never be tied together. (R)
- 20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. (R)
- 20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. (R)
- 20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. (R)

21.0 - Orderly Evacuation and Resumption of Services

Definition of "Emergency Situation"

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

21.1 Airline Assistance

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

21.0 - Orderly Evacuation and Resumption of Services (continued)

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

21.2 Airport Tenant Responsibilities

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

21.3 TSA Responsibilities

- 21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.
- 21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.
- 21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.0 - Orderly Evacuation and Resumption of Services (continued)

21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)

21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

21.4 Terminal Operator Responsibility

21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.

21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.

21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.

21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.

21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.0 - Orderly Evacuation and Resumption of Services (continued)

- 21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.
- 21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.
- 21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.
- 21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

21.5 Communication and Public Announcements

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

21.6 Directions and Assembly Locations

- 21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assemble in case of an emergency.
- 21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.
- 21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.
- 21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.0 - Orderly Evacuation and Resumption of Services (continued)

- 21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.
- 21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.
- 21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

21.7 Departure Service Resumption Process

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

21.8 Departure Service Resumption Process

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

21.9 Passengers Needing Assistance

- Persons with Reduced Mobility are defined in Standard 19.0

- 21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.
- 21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

21.10 First Aid Assistance

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

22.0 - Cargo Services

In addition to the standards listed below, some elements of Ramp and Airside Areas, Standard 16.0 may apply to the Cargo Services area.

22.1 Standards of Cargo Condition

- 22.1.1 All cargo, both import and export, must be adequately protected from weather-related elements during the offloading process and subsequent drayage to the cargo warehouse. Plastic sheets are recommended where applicable.
- 22.1.2 All import cargo must be delivered to the cargo warehouse and shall not remain on the ramp areas.

22.2 Standards of Equipment Functionality

- 22.2.1 Aircraft handling equipment should be positioned behind designated demarcation lines and safety areas at least thirty (30) minutes prior to aircraft arrival on blocks.
- 22.2.2 All aircraft handling equipment should be in good working order.

22.3 Standards of Ramp Unit Load Device (ULD) Handling

- 22.3.1 All ULD's shall be stored off the tarmac, preferably on ULD storage racks in a designated cargo equipment area.
- 22.3.2 ULD's shall never be directly fork lifted at any time.
- 22.3.3 Slave dollies and loading vehicles and equipment shall be used when transporting ULD's.

22.4 Import Warehouse Operations

- 22.4.1 All cargo shall be processed and made available for customer pick-up within designated time frames but no longer than four hours.
- 22.4.2 All cargo shall be stored in designated areas that are monitored to ensure prevention of theft or pilferage.
- 22.4.3 All cargo shall be stored in designated areas that will facilitate the expeditious delivery to consignees.

22.0 - Cargo Services (continued)

22.5. Export Warehouse Operations

- 22.5.1 All cargo must be checked-in and verified by supervisory staff.
- 22.5.2 All cargo must be staged or stored in areas designated for export cargo
- 22.5.3 Plastic sheets shall be used for export cargo loaded on non-structured ULD's to ensure protection from weather related elements.

22.6. Dangerous Goods Handling

- 22.6.1 Warehouse dangerous goods areas shall be separated from other cargo handling areas.
- 22.6.2 Warehouse dangerous goods areas shall be clearly marked.
- 22.6.3 The handling of dangerous goods cargo shall be in accordance with IATA and ICAO current dangerous goods regulations.
- 22.6.4 Designated dangerous goods areas should have sub-areas segregated by class of dangerous goods.
- 22.6.5 Qualified personnel shall perform the acceptance of dangerous goods.

22.7. Valuable Cargo Handling

- 22.7.1 Locked vaults and similar type facilities shall be designated for high value goods.
- 22.7.2 Valuable cargo shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.7.3 Surveillance cameras or security staff shall monitor valuable cargo areas at all times.
- 22.7.4 Valuable cargo shall be handled in accordance with industry standards and best practices.

22.8. Vulnerable Cargo Handling

- 22.8.1 Locked cages and similar type facilities shall be designated for vulnerable cargo.
- 22.8.2 Vulnerable goods shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.8.3 Surveillance cameras or security staff shall monitor vulnerable goods area at all times.

22.0 - Cargo Services (continued)

22.9 Perishable Cargo Handling

- 22.9.1 Perishable cargo shall be handled in accordance with IATA Perishable Handling Regulations.
- 22.9.2 Refrigeration and climate control specifications must be maintained according to shipper or consignee requirements.
- 22.9.3 Perishable cargo shall be stored in designated areas of the cargo warehouse.
- 22.9.4 Qualified personnel shall perform the acceptance of perishable cargo.

22.10 Live Animal Handling

- 22.10.1 Live animals shall be handled in accordance with IATA Live Animal Handling Regulations.
- 22.10.2 Live animals shall be handled in designated areas of the cargo warehouse.

22.11 Import Operations

- 22.11.1 All documents shall be processed in a timely manner when picking up cargo but not later than fifteen (15) minutes.
- 22.11.2 All irregularities shall be documented.

22.12 Export Operations

- 22.12.1 Documentation shall be accepted and checked-in a timely manner, but not longer than fifteen (15) minutes.
- 22.12.2 Cargo shall be manifested according to specific instruction provided prior to flight manifesting time frames.

22.13 Cargo Public Areas

- 22.13.1 All public areas shall be clean, well maintained and free of unpleasant odors.
- 22.13.2 All public areas shall be well lit with all light fixtures in working order with no visible parts.
- 22.13.3 Counters shall be neat, organized and clean.
- 22.13.4 Floors shall be clean and free of debris.

22.0 - Cargo Services (continued)

22.14 Signs, Directions and Information

- 22.14.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.14.2 Illuminated signs shall be in proper working order.
- 22.14.3 There shall be no unauthorized postings.
- 22.14.4 Airline and general tenant names shall be clearly posted and be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.15 Signs shall clearly identify location of services provided.
- 22.16 All signs shall be clearly visible to customers.

22.17 Landside Parking

- 22.17.1 An adequate number of customers parking shall be provided based on facility specifications.
- 22.17.2 All designated customer parking shall be well marked.
- 22.17.3 Customer parking areas shall be in good condition, free of potholes and debris.
- 22.17.4 All designated truck parking shall be well marked.
- 22.17.5 Truck parking areas shall be in good condition, free of potholes and debris.
- 22.17.6 Truck parking shall be free of object that may impede the flow of goods into the warehouse.
- 22.17.7 All striping demarcations shall be visible.

22.18 Landside Truck Docks

- 22.18.1 All truck dock doors shall be well lit with all light fixtures in good working order with no visible broken parts.
- 22.18.2 All truck dock doors shall be clearly marked.

22.0 - Cargo Services (continued)

22.19 Standards of Cargo Employees

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

- 22.20.1 Staff shall be fully trained in the applicable ramp handling and aircraft loading processes.
- 22.20.2 All aircraft handling equipment must be operated in a safe and secure manner consistent with Port Authority Airport Rules and Regulations.
- 22.20.3 One (1) marshaller and two (2) wingwalkers shall be utilized for aircraft arrival and departure.
- 22.20.4 FOD checks shall be conducted thirty (30) minutes prior to aircraft arrival and thirty (30) minutes after aircraft departure.

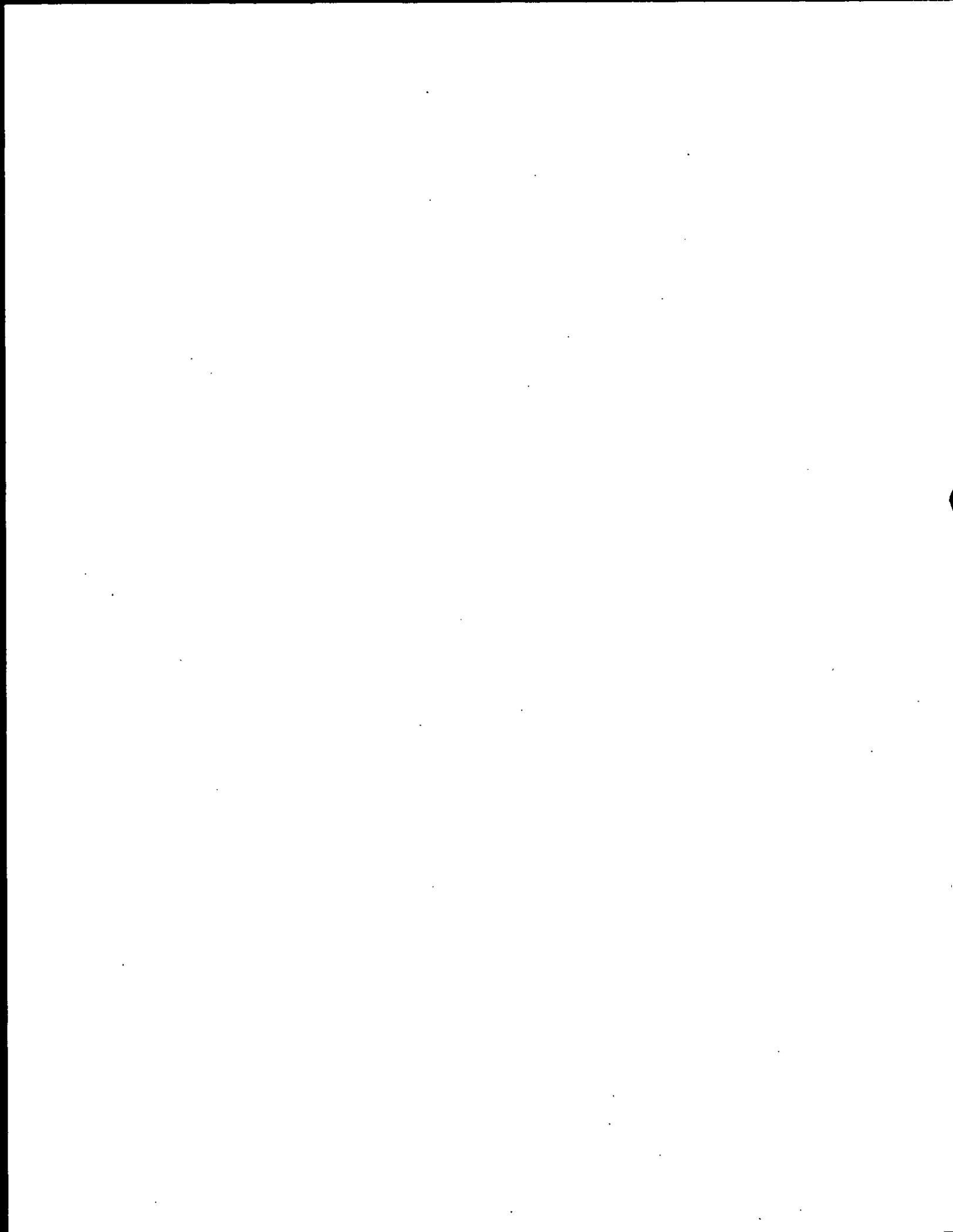


EXHIBIT F

UNIFORM SPECIFICATIONS

Uniform Specifications Customer Care Representative and Customer Care Representative Supervisor

SHIRTS - Male and Female*

Style: Standard, executive style dress shirt
Fabric: 65% polyester/35% cotton
Basic Features: Plain front, collar attached, single breast pocket
Color: White
Winter: Long sleeves – quantity 6
Summer: Short sleeves – quantity 6

PANTS – Male and Female*

Style: Plain front trousers
Fabric: Summer/winter weight – poly/wool blend
Design: Plain front, quarter top pockets and two back pockets, 1 1/2" belt loops
Color: Navy Blue
Quantity: 6 – Male and female

LADIES SKIRTS

Style: Semi-A-Line
Fabric: Summer/Winter weight
Design: Waistband shall be plain and shirred in rear for a more comfortable fit, side zipper with button closure on the left and side pocket on the right. Waistband shall allow for expansion of a minimum of 1."
Quantity: Substitute for 1 or more pair of pants as noted above.

BLAZERS (male):

Style: Two button single breasted blazer
Fabric: 65% Dacron Polyester/35% wool tropical (dry clean),
Design: Fully lined, metal buttons, sleeve buttons, welt chest pocket, lower rounded patch pockets with flap, plain back with center vent, ¼ inch edge and pocket stitching
Quantity: 2

BLAZERS (female):

Style: Two button single breasted blazer
Fabric: 65% Dacron Polyester/35% wool tropical (dry clean),
Design: Fully lined, metal buttons, sleeve buttons, welt chest pocket, lower rounded patch pockets with flap, plain back without center vent, ¼ inch edge and pocket stitching, length – 28 inches (based on size 8)
Quantity: 2

TIES (or scarves for females):

Style: Clip-on
Fabric: Dacron/Polyester
Design: Stylized look
Quantity: 2

BELT:

General: Belt is to be made of durable top grain cowhide leather with plain finish and half-lined. Buckle is to be gold plated.
Width: 1 ¼
Style of buckle: Hook-on
Quantity: 1

WINTER WEIGHT PARKA:

Style: Wearguard Model 444 or equivalent
Fabric: Wind and water resistant
Color: Red
Features: Detachable or roll-up hood
Quantity: 1

HAT:

Style: Winter knit cap
Color: Black
Quantity: 1

VESTS:

Style: Light weight (Summer), red in color to match blazer
Sweater vest (Winter), red in color to match blazer
Quantity: 2 Summer to wear in place of blazer, 2 Winter for wear under blazers in cooler weather

SHOES:

General: One pair of comfortable, black leather work shoes (no sneakers)

* Provisions shall be made for maternity clothes for females.

EXHIBIT G

MAPS OF AIRPORTS

John F. Kennedy International Airport

JFK

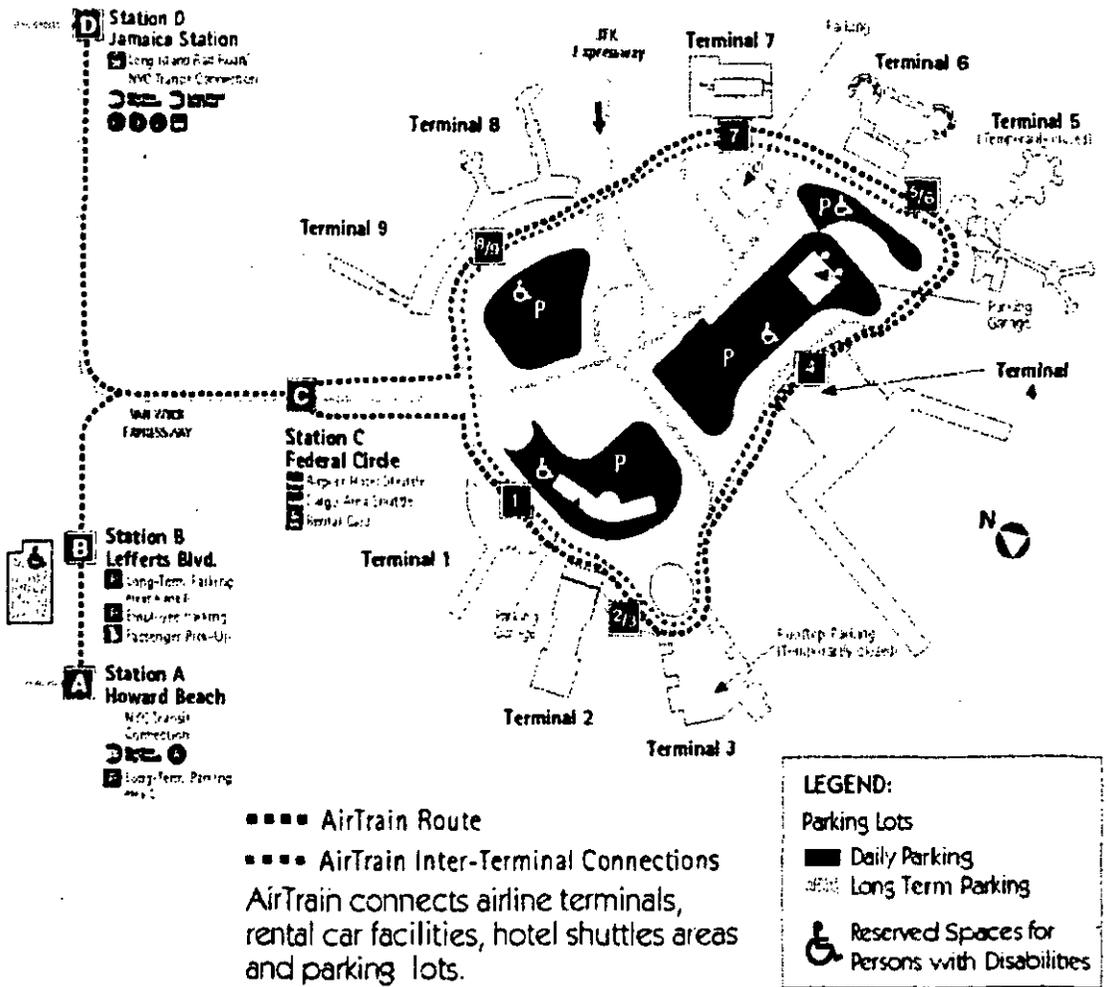


EXHIBIT G

MAPS OF AIRPORTS

Newark Liberty International Airport

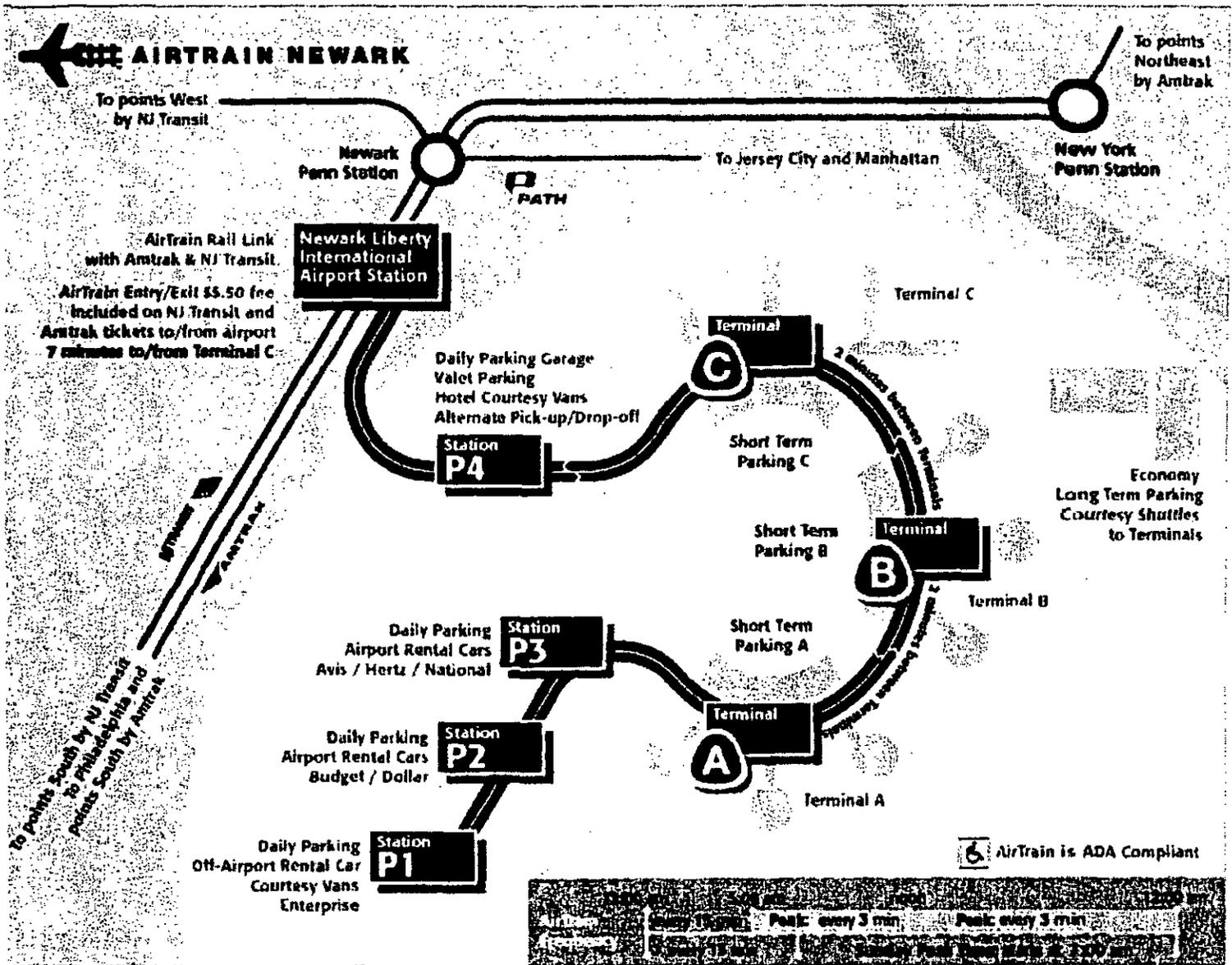
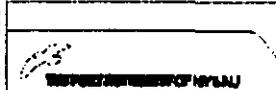


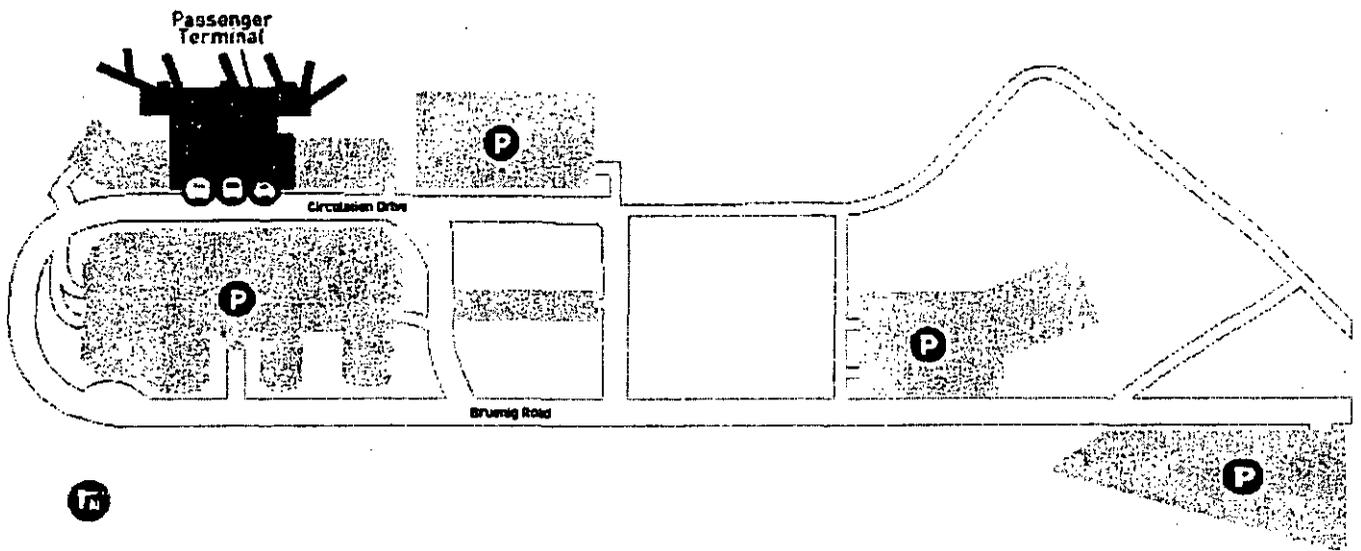
EXHIBIT G

MAPS OF AIRPORTS

Stewart International Airport

| | | | | | |
|--------------------------------------|---|--------------|--------------|------------------|------------------|
| Stewart INTERNATIONAL AIRPORT |  AERIAL MAP | AIRPORT PLAN | TERMINAL MAP | TERMINAL PARKING | AIRPORT ENVIRONS |
| | AIRPORT PLAN | | | | |

-  Newburg-Boscawen-Stewart Link
-  Express Buses
-  Taxi Pick Up Area
-  Parking



PLAN

EXHIBIT H

The Port Authority of New York and New Jersey Air Terminal Rules and Regulations (available upon request)

EXHIBIT I

Sample Certified Statement

WAGE/BENEFIT STATEMENT
Contract Year June 1, xxxx to May 31, xxxx.

| <u>Wage/Benefit Categories</u> | <u>Straight Time / Regular HOURS By Employee Classification</u> | | | | <u>Straight Time / Regular WAGES By Employee Classification</u> | | | |
|---|---|--------------|--------------------|-------------------|---|---------------------|---------------------|----------------------|
| | <u>Cashier</u> | <u>Clerk</u> | <u>Lot Checker</u> | <u>Supervisor</u> | <u>Cashier</u> | <u>Clerk</u> | <u>Lot Checker</u> | <u>Supervisor</u> |
| <u>Regular Hours/Wages</u> | | | | | | | | |
| June | 20,000 | 2,000 | 1,500 | 7,000 | \$ 200,000.00 | \$ 25,000.00 | \$ 15,000.00 | \$ 100,000.00 |
| July | | | | | | | | |
| August | | | | | | | | |
| September | | | | | | | | |
| October | | | | | | | | |
| November | | | | | | | | |
| December | | | | | | | | |
| January | | | | | | | | |
| February | | | | | | | | |
| March | | | | | | | | |
| April | | | | | | | | |
| May | | | | | | | | |
| Total Regular Hours / Wages | 20,000 | 2,000 | 1,500 | 7,000 | \$ 200,000.00 | \$ 25,000.00 | \$ 15,000.00 | \$ 100,000.00 |
| <u>OLIDAY/PERSONAL BONUS</u> | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| Total | | | | | | | | |
| <u>WICK TIME ALLOWANCE</u> | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| Total | | | | | | | | |
| <u>VACATION</u> | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| Total | | | | | | | | |
| <u>EXTENSION</u> | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| Total | | | | | | | | |
| <u>HEALTH / WELFARE</u> | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| Total | | | | | | | | |
| <u>ON-DEMAND DUTY/BEREAVEMENT</u> | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| Total | | | | | | | | |
| Total Supplemental Benefits | | | | | | | | |
| Total Average Wage / Supplemental Benefits | | | | | | | | |
| Per Contract | | | | | | | | |
| Difference | | | | | | | | |

