



PUBLIC INVESTIGATION SERVICE, INC.

FOI # 12381
Headquarters
38 East 29th Street, 7th Floor
New York, NY 10016
Tel 212.252.8500
Fax 212.252.8700

Office of the Secretary
Port Authority of NY & NJ
225 Park Ave. So. 13th Floor
New York, NY 10003
Fax 212-435-3569

5/25/11

06-09-11P09:34 RCVD

Attn: Daniel D. Duffy, FOI Administrator

RE: Our reference numbers 0311-75947, 75948 & 75949

Please be advised that this firm is retained by ACE/ESIS Insurance, the Worker's Compensation carrier for Covenant, Security Inc., to assist in the investigation and defense of the above referenced matters.

Our insured, Covenant Security Inc. is the former security contractor for the Port Authority at JFK International Airport and at LGA, a contract now held by FJC.

There were three separate slip and fall accidents in January of 2011 involving Covenant employees in the **area of Building 14.**

1/9/11, Rod Figara, PAPD report #584, PO Munoz Shield # 2178
Claimant slipped on ice **in front of Building 14.**

1/12/11, Diana Bruce, PAPD report #734-11, PO Lynch shield #3346
claimant slipped in **parking lot in front of Building 14.**

1/13/11, Kathy Diaz-Champe, PAPD report #380, PO Degrotte shield #2210
claimant slipped by **door 4 in the Aviation Operations Area at LGA.**

We are seeking to obtain information regarding the entities, companies or individuals responsible for snow and ice removal in these areas. Specifically, we would like copies of all contracts that were in effect during January 9-11, 2011 between the Port Authority and outside vendors or tenants who are responsible for snow and ice removal in these areas, and any and all internal documents regarding snow and ice removal in these areas generated between September 1, 2010 and March 31, 2011.

We make this request pursuant to the Freedom Of Information Law.

I thank you for your help and cooperation in this matter. I can be reached at the number above, or alternatively, on my cell phone at 646-234-2623.

Best regards,

Paul Wilson, Investigator

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

June 23, 2011

Mr. Paul Wilson
Public Investigation Service, Inc.
38 East 29th Street, 7th Floor
New York, NY 10016

Re: Freedom of Information Reference No. 12381

Dear Mr. Wilson:

This is a response to your May 25, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy," copy enclosed) for copies of all contracts between the Port Authority and vendors or tenants for snow and ice removal at John F. Kennedy International Airport Building 14 and LaGuardia Airport during January 9, 2011 through January 11, 2011, and copies of documents regarding snow removal at the aforementioned location from September 1, 2010 and March 31, 2011.

Material responsive to your request and available under the Policy, which consists of 9 pages, is enclosed, for a 2.25 photocopying charge for this material (25¢ per page). Payment should be made in cash, certified check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

We have searched our files and found no documents responsive to the remainder of your request.

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

Sincerely,



Daniel D. Duffy
FOI Administrator

Enclosure

225 Park Avenue South
17th Floor
New York, NY 10003
T: 212-435-3642 F: 212-435-7555



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

October 14, 2010

**OVERNIGHT MAIL
AND VIA FAX (201) 883-1212**
Ricardo Lopez, Vice President
Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601

**RE: GENERAL CLEANING AT JOHN F KENNEDY INTERNATIONAL
AIRPORT; BID # 20035; CONTRACT #4600008371; PO #4500061828**

Dear Mr. Lopez:

Your bid, addenda 1, 2, 3, 4, 5, 6, and 7, letter dated August 23, 2010 and email received August 25, 2010 addressing the subject Contract has been accepted. This Contract shall commence on November 1, 2010 and expire on October 31, 2013 subject to earlier termination or extension as provided for in the Contract. The Total Estimated Contract Price for this period is \$7,850,988.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, you shall submit an original Certificate of Insurance to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th floor, New York, New York 10003. This Certificate must also be annotated with the following CITS tracking number: 3543 N.

Your facility contact is Robert Ramos, who can be reached at (718) 244-3556. If you have any questions concerning the award of this contract, please contact Kathy Leslie Whelan at (212) 435-3929.

For invoicing and correspondence purposes, Purchase Order # 4500061828 has been assigned to this Contract.

Very truly yours,

Lillian Valenti
Director
Procurement Department

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

Authority may deem necessary or desirable in connection with the Authority's responsibility as the operator of the Facility.

- D. In order to accommodate facility operations, the starting times of each eight (8) hour tour shall be subject to change by the Manager upon written notice to the Contractor.

5. Space Provided to the Contractor

The Authority will furnish the Contractor with exclusive locker space and non-exclusive lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. The Contractor assumes the risk of loss or damage to these. Said facilities and space shall be designated by the Manager and may be changed at any time. Janitorial closets are to be kept cleaned and locked at all times.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

16. Inclement Weather Requirements - Snow Removal

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice, or sleet from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include, but shall not be limited to, sidewalks, building entrances and pedestrian crosswalks. Exterior areas will not include snow removal from actual roadways, parking lots or aeronautical areas.

At the request of the Manager, snow which is so removed shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of

services required under this clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the appropriate Price Per Hour as same is set forth in the Contractor's Price sheets. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal are no longer needed.

In addition to the materials, supplies and equipment referred to in "8" of this Section, the Contractor shall further provide all snow shovels, snow blowers, brooms, ice choppers, deicer spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment shall be secured and stored at the Facility at a location provided by the Port Authority, but the Contractor assumes risk of loss or damage thereto.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit tour usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the tour covered.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the hourly charge for Snow Removal quoted by the Contractor as it appears in the "Contractor's Pricing Sheets."

17. Safety Provisions

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

The Contractor shall obtain and display at the place of work one copy of the Material Safety Data Sheet (MSDS) conforming to the requirements of Federal Regulations 29 CFR 1910.1200(g) for each chemical utilized for work on this Contract.

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program

Fixtures 2,000 X \$ 15.60 = \$ 31,200.00

Cleaner/Utility Porters 2,000 X \$ 15.60 = \$ 31,200.00

	<u>Estimated Annual Sq. Ft.</u>	X	<u>Unit Price Per Sq. Ft.</u>	=	<u>Total Estimated Contract Price</u>
--	---------------------------------	---	-------------------------------	---	---------------------------------------

Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ <u>0.09</u>	=	\$ <u>3,150.00</u>
-------------------------------------------------------------	--------	---	----------------	---	--------------------

Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ <u>0.09</u>	=	\$ <u>1,800.00</u>
------------------------------------------------------------	--------	---	----------------	---	--------------------

Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>3,330.00</u>
----------------------------------------------------------	----------------	---	----------------	---	--------------------

Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>2,520.00</u>
-------------------------------------------------------------	----------------	---	----------------	---	--------------------

SNOW REMOVAL, WASH & RELAMP
FIXTURES, UTILITY PORTERS AND GLASS WASH
AND RINSE FIRST YEAR ESTIMATED CONTRACT
PRICE \$ 109,200.00

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PART IV - 7

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
First Year

	<u>Estimated</u> <u>Annual</u> <u>Square</u> <u>Foot/Hour/Each</u>	<u>X</u>	<u>Unit Price</u> <u>Per Square</u> <u>Foot/Hour/</u> <u>Each</u>	<u>=</u>	<u>Total</u> <u>Estimated</u> <u>Contract</u> <u>Price</u>
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$0.004	=	\$ 216.00
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$0.004	=	\$ 100.00
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$0.002	=	\$ 100.00
Strip and Refinish	25,000 Sq. Ft.	X	\$0.009	=	\$ 225.00
Spray Buff	50,000 Sq. Ft.	X	\$0.001	=	\$ 50.00
Machine Scrub	25,000 Sq. Ft.	X	\$0.002	=	\$ 50.00
Shampoo + Extract	25,000 Sq. Ft.	X	\$0.001	=	\$ 25.00
Police Offices	50,000 Sq. Ft.	X	\$0.004	=	\$ 200.00
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$0.004	=	\$ 100.00
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$0.004	=	\$ 60.00
Police Sidewalks	25,000 Sq. Ft.	X	\$0.001	=	\$ 25.00
* Snow Removal	1,000 Hrs.	X	\$18.00	=	\$ 18,000.00
Utility Porters	4,000 Hrs	X	\$15.60	=	\$ 62,400.00
Bonnett Shampoo	150,000 Sq. Ft.	X	\$0.001	=	\$ 150.00
Provide Supervisor	500 Hrs	X	\$23.00	=	\$ 11,500.00
Glass Cleaning	10,000 Sq. Ft.	X	\$0.11	=	\$ 1,100.00
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$15.60	=	\$ 3,120.00
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$0.004	=	\$ 40.00
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$0.004	=	\$ 20.00
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$0.004	=	\$ 20.00

PART IV - 8
 PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

Rev. 6/1/07 (PA/PATH)

**CONTRACTOR'S PRICING SHEET
SECOND YEAR**

	<u>Estimated Annual Hours</u>	X	<u>Unit Price Per Hour</u>	=	<u>Total Estimated Contract Price</u>
Second Year					
+ Snow Removal	2,000	X	\$ <u>18.00</u>	=	\$ <u>36,000.00</u>
Wash & Re-lamp Fixtures	2,000	X	\$ <u>16.04</u>	=	\$ <u>32,080.00</u>
Cleaner/Utility Porters	2,000	X	\$ <u>16.04</u>	=	\$ <u>32,080.00</u>
	<u>Estimated Annual Sq. Ft.</u>	X	<u>Unit Price Per Sq. Ft.</u>	=	<u>Total Estimated Contract Price</u>
Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ <u>0.09</u>	=	\$ <u>3,150.00</u>
Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ <u>0.09</u>	=	\$ <u>1,800.00</u>
Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>3,330.00</u>
Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>2,520.00</u>

**SNOW REMOVAL, WASH & RELAMP
FIXTURES, UTILITY PORTERS AND GLASS WASH
AND RINSE SECOND YEAR ESTIMATED CONTRACT
PRICE** \$ 110,960.00

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PART IV - 13
Rev. 6/1/07 (PA/FATH)

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
Second Year

	Estimated Annual Square Foot/Hour/Each	X	Unit Price Per Square Foot/Hour/ Each	=	Total Estimated Contract Price
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$0.004	=	\$216.00
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$0.004	=	\$100.00
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$0.002	=	\$100.00
Strip and Refinish	25,000 Sq. Ft.	X	\$0.009	=	\$225.00
Spray Buff	50,000 Sq. Ft.	X	\$0.001	=	\$50.00
Machine Scrub	25,000 Sq. Ft.	X	\$0.002	=	\$50.00
Shampoo + Extract	25,000 Sq. Ft.	X	\$0.001	=	\$25.00
Police Offices	50,000 Sq. Ft.	X	\$0.004	=	\$200.00
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$0.004	=	\$100.00
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$0.004	=	\$60.00
Police Sidewalks	25,000 Sq. Ft.	X	\$0.001	=	\$25.00
*Snow Removal	1,000 Hrs.	X	\$18.00	=	\$18,000.00
Utility Porters	4,000 Hrs	X	\$16.04	=	\$64,160.00
Bonnett Shampoo	150,000 Sq. Ft.	X	\$0.001	=	\$150.00
Provide Supervisor	500 Hrs	X	\$23.69	=	\$11,845.00
Glass Cleaning	10,000 Sq. Ft.	X	\$0.11	=	\$1,100.00
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$16.04	=	\$3,208.00
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$0.004	=	\$40.00
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$0.004	=	\$20.00
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$0.004	=	\$20.00

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PART IV - 14
 Rev. 6/1/07 (PA/PATH)

<u>SNOW REMOVAL</u>	2,000	X	\$ <u>19.00</u>	=	\$ <u>38,000.00</u>
Wash & Re-lamp Fixtures	2,000	X	\$ <u>16.52</u>	=	\$ <u>33,040.00</u>
Cleaner/Utility Porters	2,000	X	\$ <u>16.52</u>	=	\$ <u>33,040.00</u>

<u>Estimated Annual Sq. Ft.</u>	<u>X</u>	<u>Unit Price Per Sq. Ft.</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
-------------------------------------	----------	-----------------------------------	----------	-------------------------------------------

Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ <u>0.09</u>	=	\$ <u>3,150.00</u>
-------------------------------------------------------------	--------	---	----------------	---	--------------------

Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ <u>0.09</u>	=	\$ <u>1,800.00</u>
------------------------------------------------------------	--------	---	----------------	---	--------------------

Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>3,330.00</u>
----------------------------------------------------------	----------------	---	----------------	---	--------------------

Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>2,520.00</u>
-------------------------------------------------------------	----------------	---	----------------	---	--------------------

SNOW REMOVAL, WASH & RELAMP
FIXTURES, UTILITY PORTERS AND GLASS WASH
AND RINSE THIRD YEAR ESTIMATED CONTRACT
PRICE \$ 114,880.00

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PART IV - 19
Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
Third Year

	Estimated Annual Square Foot/Hour/Each	X	Unit Price Per Square Foot/Hour/ Each	=	Total Estimated Contract Price
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>216.00</u>
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>100.00</u>
Strip and Refinish	25,000 Sq. Ft.	X	\$ <u>0.009</u>	=	\$ <u>225.00</u>
Spray Buff	50,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>50.00</u>
Machine Scrub	25,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>50.00</u>
Shampoo + Extract	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Police Offices	50,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>200.00</u>
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>60.00</u>
Police Sidewalks	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Snow Removal	1000 Hrs.	X	\$ <u>19.00</u>	=	\$ <u>19,000.00</u>
Utility Porters	4,000 Hrs	X	\$ <u>16.52</u>	=	\$ <u>66,080.00</u>
Bonnett Shampoo	150,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>150.00</u>
Provide Supervisor	500 Hrs	X	\$ <u>24.40</u>	=	\$ <u>12,200.00</u>
Glass Cleaning	10,000 Sq. Ft.	X	\$ <u>0.11</u>	=	\$ <u>1,100.00</u>
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$ <u>16.52</u>	=	\$ <u>3,304.00</u>
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>40.00</u>
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PART IV - 20

Rev. 6/1/07 (PA/PATH)