Torres Rojas, Genara

FOI # 13496

From: jmargolin@nypost.com
Sent: Monday, September 24, 2012 12:16 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Josh
Last Name: Margolin
Company: New York Post
Mailing Address 1: 1211 6th Ave
Mailing Address 2: 10th floor
City: New York
State: NY
Zip Code: 10036
Email Address: jmargolin@nypost.com
Phone: 212-566-2367
Required copies of the records: Yes

List of specific record(s):
Any and all info concerning the agencys review of outside security services from Jan. 1, 2010, through the present, including but not limited to the actions of and contracts with FJC Security and all related companies.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

October 1, 2012

Mr. Josh Margolin
New York Post
1211 6th Avenue, 10th Floor
New York, NY 10036

Re: Freedom of Information Reference No. 13496

Dear Mr. Margolin:

This is a response to your September 24, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of records related to the agency's review of outside security services from January 1, 2010 through the present, including but not limited to the actions of and contracts with FJC Security and all related companies.

Material responsive to your request for the FJC contract and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13496-C.pdf. Certain material responsive to this request is exempt from disclosure pursuant to Exemptions (1) and (4) of the Code. Paper copies of the available records are available upon request.

Material responsive to the remainder of your request, to the extent that it exists, is exempt from disclosure pursuant to Exemption (4) 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

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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

December 23, 2010

FJC Security Services, Inc. Tel 516-328-6000 ext. 1110, via Email and UPS
275 Jericho Turnpike
Floral Park NY, 11001
Attn: Frank Califano, Sr.

Re: UNARMED, UNIFORMED SECURITY GUARD SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK) AND LAGUARDIA (LGA) AIRPORTS

EQIB COLLECTIVE NO. 22330, CONTRACT NUMBER 4600008466
PURCHASE ORDER (JFK) 4500062031
PURCHASE ORDER (LGA) 4500062032

Dear Mr. Califano:

This letter will set forth the terms of the agreement ("Agreement") between the Port Authority of New York and New Jersey ("Port Authority") and FJC Security Services, Inc. ("FJC" or "Contractor") pursuant to which FJC will provide unarmed, uniformed security guard services at John F. Kennedy International Airport and LaGuardia Airport subject to the provisions of this letter of award.

The term of the Agreement shall commence on February 1, 2011 at 12:01 a.m. and unless sooner terminated, revoked or extended as provided in the Agreement, shall expire on 11:59 p.m. on January 31, 2015. In addition, this Agreement provides for two (2) two-year Option Periods and an additional one hundred twenty (120) day Extension Period that the Port Authority may elect to exercise.

The Agreement between the parties shall consist of the following documents as attached, and in case of a conflict between or among said documents, the precedence of the terms of the documents shall be interpreted in the following descending order of importance:

1. This Letter of Award, which shall prevail over all other documents;
2. The Phase 2 Bid submitted by FJC on October 25, 2010, including the October 19, 2010 Invitation for Bid letter from Larry Waxman of the Port Authority and October 25, 2010 cover letter from David Link of FJC, which accompanied the Bid;
3. The Evaluation of Qualification Information Required to Be Eligible to Bid ("EQIB") #22330 modified to include Addenda 1 through 3;
4. The oral presentation documentation including but not limited to the October 4, 2010, letter from David Link regarding the Port Authority's questions and clarifications;
5. The submittal of FJC in response to the Phase 1 EQIB, excluding the financial statements; and

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

6. The M/WBE commitment plan, which consists of 1.1 % MBE and .4% WBE.

Except as they are identified above, no other documents or submissions by the Contractor are to be considered a part of this Contract.

FJC shall provide, at no additional cost to the Port Authority, an independent team of Operation Audit Team (OAT) inspectors consisting of not less than two (2) dedicated experienced mobile supervisors who report directly to the Senior Vice President. Their primary responsibilities shall be to perform unannounced audit inspections of all locations that include off-hours and weekends. Their findings shall be reviewed daily and compiled monthly and shall be provided to the Port Authority, upon request. In addition to the OAT efforts, all post inspections performed by shift supervisors and operations shall be conducted with the use of hand-held PDA units to track and record results for the purposes of corrective action tracking and remedial training. FJC shall cross train its existing four (4) person OAT inspectors and integrate them into the above referenced contract

Terms, items or required submissions that the Port Authority has clearly marked as "Estimates" shall be considered as such. Each document and item set forth above and herein as part of the Contract documents shall be considered a term of the contract and subject to audit for compliance by the Port Authority.

Prior to the commencement of work, please submit to the Port Authority your insurance certificates as required in the Contract under Part III entitled "Contract Specific Terms and Conditions" section 22. entitled "Insurance Procured By the Contractor". You shall submit an original Certificate of Insurance to the Port Authority of NY and NJ, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY 10003 (Attention: Certificate Review), and must submit a copy of the certificate to Ms. Courtney Fong at 233 Park Avenue South New York City, NY 10003 Aviation Department, Reference the following on the certificate: CITS#3659N and contract number 4600008466.

For invoice purposes, the following purchase order numbers have been assigned to the Contract and the Airport Security Managers:

Purchase Order Number 4500062031 John F. Kennedy International Airport
Steven Brocchini
John F. Kennedy International Airport
Building 14
Third Floor
Jamaica, NY 11430

Purchase Order Number 4500062032 LaGuardia Airport
Lisa Board
LaGuardia Airport
Central Terminal Building
Third Floor
Flushing, NY 11371

THE PORT AUTHORITY OF NY & NJ

Please direct any payment issues to the Port Authority's Accounts Payable Unit at 201-216-6887. Questions concerning this Agreement may be directed to the Contract Administrators Lisa Board/LGA and Steve Brocchini/JFK. Any questions concerning this award may be directed to Luke Bassis of the Port Authority's Procurement Department at 212-435-3940.

If you are in agreement with the above, please indicate such agreement by signing both duplicate originals of this letter at the lower left and returning both original copies of this document to the attention of Mr. Luke Bassis at the address indicted on the letterhead. When signed by the Port Authority you will receive an executed original copy of the document.

Sincerely,

Lillian Valenti Date 1/6/11

Lillian Valenti

Director, Procurement Department

Port Authority of New York and New Jersey

APPROVED:	
FORM	TERMS
	CF

AGREED: Conditioned upon acceptance by the Port Authority of the terms set forth in the attached letter dated December 28, 2010, which is incorporated by reference.

FJC Security Services Inc.

By: _____

Sign Name

FRANK CALIFANO

Print Name

Title: PRESIDENT

Date: 12/24/10

Contract 4600008466

FJC SECURITY SERVICES Over 20 Years of Service, Support & Solutions!

December 28th 2010

Port Authority of NY & NJ
Procurement Department
One Madison Avenue-7th Floor
New York, NY 10010
Attn: Lawrence Waxman, Manager.

Ref: Unarmed, Uniformed Security Guard Services At John F. Kennedy International (JFK) and LaGuardia (LGA) Airports EQIB Collective No. 22330 . CONTRACT NUMBER 4600008466

Dear Mr. Waxman:

Pursuant to our conversation of December 23rd and earlier today FJC does hereby submit the signed Contract Letter of Award for the above referenced contract.

Pursuant to our conversations and the specific Work around solution FJC had referenced in our Presentation to the Port Authority on October 6' 2010 the following plan is submitted and involves a short term "work around" remedy and long-term solution that will enable FJC to commence services as of February 1, 2011.

As known, the ability of procuring the Passenger Vans for the contract would require a minimum of 10-12 weeks for delivery as the vehicle contract specifications require direct order through the manufacturer and delivery. Please note FJC has the requisite quantity of 2011 Jeeps required for the contract already procured and they will all be in compliance with the contract specifications as set forth in Section 25 and Exhibit 3 and will deployed as of February 1, 2011.

At an additional expense which shall be borne by FJC we have negotiated with Enterprise Leasing to assume the lease arrangement for Passenger Vans currently being utilized at the JFK and LGA projects through Covenant Security Services (CAS) as follows:

Thirty-one (31) Vans to be leased and includes a combination of 2007 and 2009 Vehicles that will be acquired through Enterprise leasing for a period of one (1) year and shall then be replaced with 2012 models as of February 1, 2012 that will be in compliance with the contract specifications.

FJC will seek the cooperation of the Port Authority to allow for the transfer of PONY-plates and applications for transferring over the thirty-one (31) CAS leased vans.

275 Jericho Turnpike, Floral Park, NY 11001
Phone 516.328.6000 Fax 516.328.0340
www.fjcsecurity.com

FJC SECURITY SERVICES

Over 20 Years of Service, Support & Solutions!

FJC understands all quantities provided in the contract specifications are estimated quantities and FJC shall only be reimbursed for actual quantities consumed by the Port Authority.

Thank you for your cooperation and assistance in this matter.

Sincerely yours,

Frank Califano-President FJC Security Services, Inc.

APPROVED:	
FORM	TERMS
	CF

CONTRACT NUMBER 4600008466

275 Jericho Turnpike, Floral Park, NY 11001
Phone 516.328.6000 Fax 516.328.0340
www.fjcsecurity.com

October 19, 2010

Via Email: Jkristensen@fjcsecurity.com; Dlink@fjcsecurity.com
and Overnight Mail

FJC Security Services, Inc.
275 Jericho Turnpike
Floral Park NY, 11001

Attn: Jean Kristensen and David Link

Re: PHASE 2: INVITATION FOR BID - UNARMED, UNIFORMED SECURITY GUARD SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK) AND LAGUARDIA (LGA) AIRPORTS – COLLECTIVE NO. 22330

Dear Mrs. Kristensen and Mr. Link:

The Port Authority of New York and New Jersey evaluated your qualification information and submittal and has qualified your company to participate in 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 October 25, 2010, at 11:00 a.m. at which time the bids shall be publicly opened and read.

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

The awarded Contract will be comprised of the Request for Evaluation Qualification Information Required to Be Eligible to Bid ("EQIB 22330"), your firm's response to the EQIB 22330, any subsequent correspondence or clarifications provided and the additional information contained in this letter and the enclosed Invitation to Bid document and the pricing sheets from the selected lowest responsive and responsible bidder. The bidding entity must be the same as the entity that submitted in PHASE 1.

The following quantities represent the requirements for this Contract for the noted positions:

1. The Port Authority requires (1) Human Resources Manager that shall be stationed at John F. Kennedy International Airport;
2. The Port Authority requires (1) Human Resources Assistant that shall be stationed at LaGuardia Airport.
3. The Port Authority requires (1) Office Assistant that shall be located at JFK and (1) Office Assistant that shall be located at LGA.

PROCUREMENT DEPARTMENT
One Madison Avenue, 7th Floor
New York, NY 10001
T: 212-435-3951

INVITATION FOR BID

- COVER PAGE: BID AND BIDDER INFORMATION
- PART I – STANDARD INFORMATION FOR BIDDERS
- PART II – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET
- PART III – INSTRUCTIONS AND PRICING SHEETS

REQUEST FOR EVALUATION OF QUALIFICATION INFORMATION
REQUIRED TO BE ELIGIBLE TO BID (EQIB)

PHASE 2: INVITATION FOR BID

UNARMED, UNIFORMED SECURITY GUARD SERVICES AT
JOHN F. KENNEDY INTERNATIONAL AND
LAGUARDIA AIRPORTS

PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010

SUBMIT BID BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

EQIB NUMBER/COLLECTIVE NUMBER: 22330

DUE DATE AND TIME: October 25, 2010 at 11:00 a.m.

BUYER NAME: Luke Bassis

PHONE #: (212) 435-3940
FAX#: (212) 435-3959
EMAIL: lbassis@panynj.gov

THE PORT AUTHORITY OF NY & NJ

October 19, 2010

Via Email: Jkristensen@fjcsecurity.com; Dlink@fjcsecurity.com
and Overnight Mail

FJC Security Services, Inc.
275 Jericho Turnpike
Floral Park NY, 11001

Attn: Jean Kristensen and David Link

Re: PHASE 2: INVITATION FOR BID - UNARMED, UNIFORMED SECURITY GUARD SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK) AND LAGUARDIA (LGA) AIRPORTS – COLLECTIVE NO. 22330

Dear Mrs. Kristensen and Mr. Link:

The Port Authority of New York and New Jersey evaluated your qualification information and submittal and has qualified your company to participate in 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 October 25, 2010, at 11:00 a.m. at which time the bids shall be publicly opened and read.

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

The awarded Contract will be comprised of the Request for Evaluation Qualification Information Required to Be Eligible to Bid ("EQIB 22330"), your firm's response to the EQIB 22330, any subsequent correspondence or clarifications provided and the additional information contained in this letter and the enclosed Invitation to Bid document and the pricing sheets from the selected lowest responsive and responsible bidder. The bidding entity must be the same as the entity that submitted in PHASE 1.

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3. The Port Authority requires (1) Office Assistant that shall be located at JFK and (1) Office Assistant that shall be located at LGA.

PROCUREMENT DEPARTMENT
One Madison Avenue, 7th Floor
New York, NY 10001
T: 212-435-3951

Your pricing should reflect the quantities stated above. Any additional support personal deemed necessary by your firm will be at your firm's cost.

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

Sincerely,

Larry Weckman
Manager
Procurement Department

10-25-10A11:17 RCVD

ACKNOWLEDGED AND ACCEPTED,

FRANK CALIFANO - PRESIDENT By title date EQIB 22330
(Name – Position) FJC SECURITY SERVICES, INC 10/21/10

REQUEST FOR EVALUATION OF QUALIFICATION INFORMATION
REQUIRED TO BE ELIGIBLE TO BID (EQIB)

PHASE 2: INVITATION FOR BID

UNARMED, UNIFORMED SECURITY GUARD SERVICES AT
JOHN F. KENNEDY INTERNATIONAL AND
LAGUARDIA AIRPORTS

PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010

SUBMIT BID BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

EQIB NUMBER/COLLECTIVE NUMBER: 22330

DUE DATE AND TIME: October 25, 2010 at 11:00 a.m.

BUYER NAME: Luke Bassis

PHONE #: (212) 435-3940
FAX#: (212) 435-3959
EMAIL: lbassis@panynj.gov

Your pricing should reflect the quantities stated above. Any additional support personal deemed necessary by your firm will be at your firm's cost.

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

Sincerely,

Larry Waxman
Manager
Procurement Department

ACKNOWLEDGED AND ACCEPTED,

_____ By title date EQIB 22330
(Name – Position)

FJC SECURITY SERVICES Over 20 Years of Service, Support & Solutions!

October 25th, 2010

The Port Authority of NY &NJ
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010
Attn: Mr. Larry Waxman, Manager

Ref: FJC Proposed Costing Response/Phase II- Collective No: 22330

Dear Mr. Waxman:

I am pleased to provide this information on behalf of FJC Security Services, Inc. (FJC). Please note the cost estimates provided were prepared with the following considerations with respect to the FTE employee health Insurance plan cost:

The line item cost for employee Health Insurance Plan coverage and employee entitlements were compiled based upon information received from SEIU 32BJ representative Denis Johnston - as noted in the attached letter from SEIU.

The cost for year one 2011 Health Insurance Plan coverage for full-time employees is actual - based upon the $604.00-month per FTE employee.

Health Insurance Plan coverage costs shown for FTE employees for Years 2 through 4 are cost *estimates* based upon the "Not to exceed 12% of prior year" as noted in the SEIU letter. It is important to note that in years 2-4 *FJC's rates will be adjusted only for the actual increase* (if any) in the health insurance premiums. For purposes of its proposal, FJC has incorporated a twelve (12%) annual increase as a maximum. If health insurance increases exceed twelve (12%), FJC's billing rates will *not* reflect the excess. However, should the increase be less than twelve (12%) percent, FJC will *reduce* its billing rates to The Port Authority penny for penny for the difference of the estimated to actual premium cost.

Thank you for your consideration and we look forward to fulfilling the opportunity afforded FJC.

Sincerely yours,

David D. Link, Jr.
Senior Vice President-FJC Security Services, Inc.

Attachment: SEIU Ltr- Dated 10.21.10

275 Jericho Turnpike, Floral Park, NY 11001
Phone 516.328.6000 Fax 516.328.0340
www.fjcsecurity.com

David Link

From: Denis Johnston <djohnston@seiu32bj.org>
Sent: Thursday, October 21, 2010 4:44 PM
To: David Link; Stephen Finkel
Subject: Port Security Bid

Date: October 21, 2010

To: FJC Security Services

From: Denis Johnston

Subject: Local 32BJ's Proposals for the Successor Agreement to the current CBA with Covenant covering officers at LaGuardia and JFK airports which expires on January 31, 2011

Set forth below, are Local 32BJ's proposals to Covenant, and to your firm if you are selected to replace Covenant, for a successor agreement which would commence February 1, 2011 and continue through June 30, 2014.

Current CBA

These locations are currently covered by a collective bargaining agreement between SEIU 32BJ and Covenant Aviation Security. The current CBA with Covenant expires January 31, 2011. This agreement contains the 2011 health fund contribution rate of $604 per month per eligible full-time employee. All 3 contractors are required to assume and maintain the terms of the current CBA.

Wages

Wages as per the Port Authority bid specification. All increases would take effect February 1.

2011 rate	$16.24
2012 rate	$16.73
2013 rate	$17.23
2014 rate	$17.75

Health Care

For 2012, 2013 and 2014, 32BJ proposes contribution rates, with no more than a 12% annual increases each year.

Effective January 1, 2012	$676.48 per month per eligible employee
Effective January 1, 2013	$757.66 per month per eligible employee
Effective January 1, 2014	$848.58 per month per eligible employee

Training 2015

For all unit employees, 32BJ Thomas Shortman Training School with an annual contribution rate of $312 per employee per year.

Holidays

THE PORT AUTHORITY OF NY & NJ

October 20, 2010

To Prospective Bidders on Phase 2 of EQIB 22330:

1. Bidders must use the revised pricing sheets, pages numbered 13-28, attached hereto and demarked with the header "REVISED 10/20/10". These sheets replace, in their entirety, pages numbered 13-28, as originally provided to you on October 19, 2010.
2. The cover letter stated that "The Port Authority requires (1) Office Assistant that shall be located at JFK and (1) Office Assistant that shall be located at LGA." That language is hereby deleted and replaced with "The Port Authority requires (1) Office **Manager** that shall be located at JFK and (1) Office **Manager** that shall be located at LGA."

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

Sincerely,

Larry Wachman
Manager
Procurement Department

10-25-10A11:17 RCVD

ACKNOWLEDGED AND ACCEPTED,

PRESIDENT By title 10/21/10 date EQIB 22330
(Name – Position) FJC SECURITY SERVICES, INC

PROCUREMENT DEPARTMENT
One Madison Avenue, 7th Floor
New York, NY 10001
T: 212-435-3951

11 total
Paid 8 hours straight time if not worked
Double time if worked for all hours worked

Sick leave

Full timers get 40 hours per year (5 days) from date of hire. Pro rated sick leave for part-timers.

Vacation

0 to 5 years	40 hours
5 to 10 years	80 hours
More than 10 years	120 hours

Pro rated vacation for part-timers.

Please do not hesitate to contact me if you have any questions.

PART I – STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

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PART I - STANDARD INFORMATION FOR BIDDERS

1. 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 and 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 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.

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Invitation to Bid should be completed in its entirety including all entries required on the Pricing Sheet(s), Pricing Form(s), Calculation of Average Hourly Rate Forms and Monthly Management Fee Calculation (cumulatively hereinafter referred to as "Pricing Sheet(s. The Bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder's name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the title, the Collective Number and the Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this Bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery. If your bid is to be hand-delivered or you are planning to attend the formal bid opening, 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. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. **Acknowledgment of Phase 2 Addenda**

If any Addenda are posted or sent as part of this Phase 2 Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged.

4. **Firm Offer**

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THE EQIB, CONTRACT DOCUMENTS OR INVITATION TO BID DOCUMENT WILL RESULT IN REJECTION OF THE BID.

5. **Acceptance or Rejection of Bids**

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. 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.

6. **Bidder's Questions**

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract should have been addressed to the Buyer listed on the Cover Sheet of the EQIB 22330 document during Phase 1.

7. **Additional Information To and From Bidders**

Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.

If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

8. **Union Jurisdiction**

All prospective Bidders are advised that SEIU Local 32BJ currently represents certain employees of the incumbent contractor at the Facilities. Bidders attention is directed to the paragraph entitled " Union Jurisdiction", Paragraph I. in the Information for Interested Companies section of the EQIB, and then "Harmony" in the Standard Contract Terms and Conditions. The following contact information for SEUI has been provided for Bidder's information only.

Denis Johnston, Associate Director for Security
Commercial Division
SEIU Local 32BJ
101 Avenue of the Americas, 20th Floor
New York, NY 10013
212-388-3874
212-539-2902 (fax)

9. **Assessment of Bid Requirements**

The Bidder should carefully examine and study the entire contents of this Invitation to Bid and the EQIB 22330 document and shall make its own determinations as to the services and materials to be supplied and all other things required to be done by the Contractor.

10. Bidder's Prerequisites for Phase 2

Only Bidders who have been invited to participate in Phase 2 after submitting a qualification information in Phase 1 of EQIB #22330 which has been deemed qualified to submit a Bid by the Port Authority, as only bids submitted by such Bidders will be considered. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other requirements included herein and in the Phase 1 EQIB documents.

11. Pre-award Meeting

The lowest qualified (responsive/responsible) Bidder may be called for a pre-award meeting prior to award of the Contract.

12. City Payroll Tax

All parties should be aware of the payroll tax imposed by the:

a. City of New York, New York for services performed in New York, New York; and

b. City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the firm awarded the Contract. Bidders 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.

13. Additional Bidder Information

Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: http://www.panynj.gov/business-opportunities/become-vendor.html

14. Estimated Quantities

The quantities set forth in the Contractor's Pricing Form are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided. The successful Contractor shall provide the services pursuant to the operational requirements at JFK and LGA and those needs may fluctuate depending upon unforeseeable factors, such as ongoing construction projects.

15. LaGuardia Airport Security Agent Estimated Quantities

The quantities set forth in the Contractor's Pricing Form for the Airport Security Agent ("ASA") are only for the purpose of bid comparison. The quantities set forth are intended to reflect fluctuating requirements at LGA as the need for guards there differs seasonally, generally with an increasing need over the summer months due to construction, which is dependent upon a variety of unforeseeable factors, such as construction authorization and funding. Bidders should consider these factors when determining pricing. The successful Contractor shall provide the level of services that meet Authority's operational requirements.

PART II – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET

SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity FJC Security Services, Inc.

Bidder's Address 275 Jericho Turnpike

City, State, Zip Floral Park, NY 11001

Telephone No. 516.328.6000 FAX 516.328.0340

Email David Link - dlink@fjcsecurity.com EIN# _____

Jean Kristensen - jkristensen@fjcsecurity.com

SIGNATURE _____ Date October 25, 2010

Print Name and Title Frank Califano - President

10-25-10A11:17 RCVD

ACKNOWLEDGEMENT:

STATE OF: New York

COUNTY OF: Nassau

On this 25th day of October, 2010, personally came before me, Frank Califano, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

_____
Notary Public

Patrick J. Conroy
Notary Public, State of New York
No. 01CO5074928
Qualified in Nassau County
Commission Expires March 24, 20__

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto.

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
Frank Califano	President	
Frank Califano, Jr.	EVP & COO	

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PART III – INSTRUCTIONS AND PRICING SHEETS

INSTRUCTIONS

Bidders are required to fill out the enclosed Exhibits in their entirety, where applicable:

Exhibit 1: Total Estimated Contract Price Sheet and Pricing Forms
Exhibit 2: Calculation of Average Hourly Rate Forms
Exhibit 3: Monthly Management Fee Breakdown

The terms "Cost Section", "Pricing Sheet(s)", "Pricing Form(s)", "Pricing form", "Cost Proposal", "Bid Pricing Forms" all used throughout the Phase 1 EQIB document refers to these three exhibits and these three (3) exhibits shall be cumulatively referred to as "Pricing Sheet(s)" throughout this Phase 2 Invitation to Bid.

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders must ensure that all charges quoted for similar operations in the Contract are consistent and that the prices match between sections. For example, the Monthly Management Fee for JFK that appears in the Monthly Management Fee Breakdown sheet for Year 1 must match the amount inserted for Monthly Charge for the Management Fee for JFK in Year 1 on the Pricing Form. Where there is a discrepancy between Exhibit 1 and any other Exhibit, the amounts in Exhibit 1 shall govern.

c. Prices must be submitted for each Item required on the "Pricing Sheet(s)", where applicable. Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the prices inserted by the Bidder.

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Billing and Payment".

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each subsequent year.

Exhibit 1 – TOTAL ESTIMATED CONTRACT PRICE SHEET AND PRICING FORMS

FJC SECURITY SERVICES, INC. EQIB: 22330

TOTAL ESTIMATED CONTRACT PRICE

Estimated Annual Contract Cost JFK - First Year = $ 17,217,376.06 (A)
Estimated Annual Contract Cost LGA - First Year = $ 7,365,857.13 (B)

Estimated Annual Contract Price - First Year of the Contract (A)+(B) = **$ 24,583,233.19 (1)**

Estimated Annual Contract Cost JFK - Second Year = $ 17,600,684.15 (A)
Estimated Annual Contract Cost LGA - Second Year = $ 7,477,511.21 (B)

Estimated Annual Contract Price - Second Year of the Contract (A)+(B) = **$ 25,078,195.36 (2)**

Estimated Annual Contract Cost JFK - Third Year = $ 18,349,961.08 (A)
Estimated Annual Contract Cost LGA- ThirdYear = $ 7,781,450.55 (B)

Estimated Annual Contract Price - Third Year of the Contract (A)+(B) = **$ 26,131,411.63 (3)**

Estimated Annual Contract Cost JFK - Fourth Year = $ 18,997,968.11 (A)
Estimated Annual Contract Cost LGA - Fourth Year = $ 8,021,328.17 (B)

Estimated Annual Contract Price - Fourth Year of the Contract (A)+(B) = **$ 27,019,296.28 (4)**

The Total Estimated Contract Price (1)+(2)+(3)+(4) = $ 102,812,136.46

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FJC SECURITY SERVICES, INC.
REVISED 10/20/10

EQIB: 22330

Pricing Form
JFK - Year 1

	Estimated Annual Hours		Hourly Rate		Total Estimated Annual Cost	
1. Airport Security Agents						
Part Time	79,949	x	$ 23.60	=	$ 1,886,796.40	(1)
Full Time	319,796	x	$ 28.95	=	$ 9,258,094.20	(2)
Total	399,745		FT (1) + PT (2)	=	$ 11,144,890.60	(A)
2. Lead Airport Security Agents						
Part Time	100	x	$ 25.12	=	$ 2,512.00	(1)
Full Time	55,166	x	$ 31.61	=	$ 1,743,797.26	(2)
Total	55,266		FT (1) + PT (2)	=	$ 1,746,309.26	(B)
3. Central Station Security Agent/Identification Office Specialist						
Part Time	100	x	$ 28.53	=	$ 2,853.00	(1)
Full Time	61,080	x	$ 33.92	=	$ 2,071,833.60	(2)
Total	61,180		FT (1) + PT (2)	=	$ 2,074,686.60	(C)
4. Tour Supervisor						
Part Time	100	x	$ 41.19	=	$ 4,119.00	(1)
Full Time	25,960	x	$ 45.43	=	$ 1,179,362.80	(2)
Total	26,060		FT (1) + PT (2)	=	$ 1,183,481.80	(D)

	Monthly Charge Per Vehicle		Number Of Vehicles		# of Months		Annual Charge	
5. Vehicle Charge	$ 1,185.55	x	25 Jeeps	x	12	=	$ 355,665.00	(1)
Vehicle Charge	$ 1,145.48	x	25 Vans	x	12	=	$ 343,644.00	(2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 699,309.00	(E)

	Annual Charge			# of Vehicles		Daily Per Vehicle Charge
Vehicle Charge	$ 355,665.00	/	365 days	/	25 jeeps	= $ 38.98
Vehicle Charge	$ 343,644.00	/	365 days	/	25 vans	= $ 37.66

	Monthly Charge	# of Months		Annual Charge	
6. Management Fee:	$ 30,724.90	12	=	$ 368,698.80	(F)

Estimated Annual Contract JFK - First Year = $ 17,217,376.06 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly, the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions, including but not limited to Human Resources Manager, Human Resources

Assistant, Office Manager, Project Manager and Assistant Project Manager. Also in computing the hourly charges please refer to the section entitled "Wages, Health and Supplemental Benefits".

The quantities set forth in the Contractor's Pricing Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

FJC SECURITY SERVICES, INC. EQIB: 22330
REVISED 10/20/10

Pricing Form
JFK - Year 2

		Estimated Annual Hours		Hourly Rate		Total Estimated Annual Cost	
1.	Airport Security Agents						
	Part Time	79,949	x	$ 23.63	=	$ 1,889,194.87	(1)
	Full Time	319,796	x	$ 29.74	=	$ 9,510,733.04	(2)
	Total	399,745		FT (1) + PT (2)	=	$ 11,399,927.91	(A)
2.	Lead Airport Security Agents						
	Part Time	100	x	$ 25.23	=	$ 2,523.00	(1)
	Full Time	55,166	x	$ 32.50	=	$ 1,792,895.00	(2)
	Total	55,266		FT (1) + PT (2)	=	$ 1,795,418.00	(B)
3.	Central Station Security Agent/Identification Office Specialist						
	Part Time	100	x	$ 28.78	=	$ 2,878.00	(1)
	Full Time	61,080	x	$ 34.90	=	$ 2,131,692.00	(2)
	Total	61,180		FT (1) + PT (2)	=	$ 2,134,570.00	(C)
4.	Tour Supervisor						
	Part Time	100	x	$ 40.33	=	$ 4,033.00	(1)
	Full Time	25,960	x	$ 45.79	=	$ 1,188,708.40	(2)
	Total	26,060		FT (1) + PT (2)	=	$ 1,192,741.40	(D)

		Monthly Charge Per Vehicle	x	Number Of Vehicles	x	# of Months	=	Annual Charge	
5.	Vehicle Charge	$ 1,185.55	x	25 Jeeps	x	12	=	$ 355,665.00	(1)
	Vehicle Charge	$ 1,145.48	x	25 Vans	x	12	=	$ 343,644.00	(2)
	Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 699,309.00	(E)

	Annual Charge		365 days		# of Vehicles		Daily Per Vehicle Charge	
Vehicle Charge	$ 355,665.00	/	365 days	/	25 jeeps	=	$ 38.98	
Vehicle Charge	$ 343,644.00	/	365 days	/	25 vans	=	$ 37.66	

		Monthly Charge	# of Months		Annual Charge	
6.	Management Fee:	$ 31,559.82	12	=	$ 378,717.84	(F)

Estimated Annual Contract JFK - First Year = $ 17,600,684.15 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly, the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions, including but not limited to Human Resources Manager, Human Resources

Assistant, Office Manager, Project Manager and Assistant Project Manager. Also in computing the hourly charges please refer to the section entitled "Wages, Health and Supplemental Benefits".

The quantities set forth in the Contractor's Pricing Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

FJC SECURITY SERVICES, INC.
REVISED 10/20/10

EQIB: 22330

Pricing Form
JFK - Year 3

		Estimated Annual Hours		Hourly Rate		Total Estimated Annual Cost	
1.	Airport Security Agents						
	Part Time	79,949	x	$ 24.48	=	$ 1,957,151.52	(1)
	Full Time	319,796	x	$ 31.11	=	$ 9,948,853.56	(2)
	Total	399,745		FT (1) + PT (2)	=	$ 11,906,005.08	(A)
2.	Lead Airport Security Agents						
	Part Time	100	x	$ 26.14	=	$ 2,614.00	(1)
	Full Time	55,166	x	$ 34.00	=	$ 1,875,644.00	(2)
	Total	55,266		FT (1) + PT (2)	=	$ 1,878,258.00	(B)
3.	Central Station Security Agent/Identification Office Specialist						
	Part Time	100	x	$ 29.83	=	$ 2,983.00	(1)
	Full Time	61,080	x	$ 36.46	=	$ 2,226,976.80	(2)
	Total	61,180		FT (1) + PT (2)	=	$ 2,229,959.80	(C)
4.	Tour Supervisor						
	Part Time	100	x	$ 42.09	=	$ 4,209.00	(1)
	Full Time	25,960	x	$ 47.88	=	$ 1,242,964.80	(2)
	Total	26,060		FT (1) + PT (2)	=	$ 1,247,173.80	(D)

		Monthly Charge Per Vehicle	x	Number Of Vehicles	x	# of Months	=	Annual Charge	
5.	Vehicle Charge	$ 1,185.55	x	25 Jeeps	x	12	=	$ 355,665.00	(1)
	Vehicle Charge	$ 1,145.48	x	25 Vans	x	12	=	$ 343,644.00	(2)
	Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 699,309.00	(E)

	Annual Charge			# of Vehicles		Daily Per Vehicle Charge	
Vehicle Charge	$ 355,665.00	/	365 days	/	25 jeeps	=	$ 38.98
Vehicle Charge	$ 343,644.00	/	365 days	/	25 vans	=	$ 37.66

		Monthly Charge	# of Months		Annual Charge	
6.	Management Fee:	$ 32,437.95	12	=	$ 389,255.40	(F)

Estimated Annual Contract JFK - First Year = $ 18,349,961.08 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly, the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions, including but not limited to Human Resources Manager, Human Resources Assistant, Office Manager, Project Manager and Assistant Project Manager. Also in computing the hourly charges please refer to the section entitled "Wages, Health and Supplemental Benefits".

The quantities set forth in the Contractor's Pricing Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

FJC SECURITY SERVICES, INC.
REVISED 10/20/10

EQIB: 22330

Pricing Form
JFK - Year 4

		Estimated Annual Hours		Hourly Rate		Total Estimated Annual Cost	
1.	Airport Security Agents						
	Part Time	79,949	x	$ 25.01	=	$ 1,999,524.49	(1)
	Full Time	319,796	x	$ 32.36	=	$ 10,348,598.56	(2)
	Total	399,745		FT (1) + PT (2)	=	$ 12,348,123.05	(A)
2.	Lead Airport Security Agents						
	Part Time	100	x	$ 26.69	=	$ 2,669.00	(1)
	Full Time	55,166	x	$ 35.33	=	$ 1,949,014.78	(2)
	Total	55,266		FT (1) + PT (2)	=	$ 1,951,683.78	(B)
3.	Central Station Security Agent/Identification Office Specialist						
	Part Time	100	x	$ 30.46	=	$ 3,046.00	(1)
	Full Time	61,080	x	$ 37.82	=	$ 2,310,045.60	(2)
	Total	61,180		FT (1) + PT (2)	=	$ 2,313,091.60	(C)
4.	Tour Supervisor						
	Part Time	100	x	$ 42.71	=	$ 4,271.00	(1)
	Full Time	25,960	x	$ 49.35	=	$ 1,281,126.00	(2)
	Total	26,060		FT (1) + PT (2)	=	$ 1,285,397.00	(D)

		Monthly Charge Per Vehicle	x	Number Of Vehicles	x	# of Months	=	Annual Charge	
5.	Vehicle Charge	$ 1,185.55	x	25 Jeeps	x	12	=	$ 355,665.00	(1)
	Vehicle Charge	$ 1,145.48	x	25 Vans	x	12	=	$ 343,644.00	(2)
	Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 699,309.00	(E)

	Annual Charge		365 days		# of Vehicles		Daily Per Vehicle Charge
Vehicle Charge	$ 355,665.00	/	365 days	/	25 jeeps	=	$ 38.98
Vehicle Charge	$ 343,644.00	/	365 days	/	25 vans	=	$ 37.66

		Monthly Charge	# of Months		Annual Charge	
6.	Management Fee:	$ 33,363.64	12	=	$ 400,363.68	(F)

Estimated Annual Contract JFK - First Year = $ 18,997,968.11 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

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Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly, the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions, including but not limited to Human Resources Manager, Human Resources Assistant, Office Manager, Project Manager and Assistant Project Manager. Also in computing the hourly charges please refer to the section entitled "Wages, Health and Supplemental Benefits".

The quantities set forth in the Contractor's Pricing Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

FJC SECURITY SERVICES, INC. EQIB: 22330

REVISED 10/20/10

Pricing Form
LGA - Year 1

		Estimated Annual Hours		Hourly Rate	=	Total Estimated Annual Cost
1.	Airport Security Agents					
	Part Time	113,287	x	$ 23.60	=	$ 2,673,573.20 (1)
	Full Time	75,525	x	$ 28.95	=	$ 2,186,448.75 (2)
	Total	188,812		FT (1) + PT (2)	=	$ 4,860,021.95 (A)
2.	Lead Airport Security Agents					
	Part Time	100	x	$ 25.12	=	$ 2,512.00 (1)
	Full Time	12,152	x	$ 31.61	=	$ 384,124.72 (2)
	Total	12,252		FT (1) + PT (2)	=	$ 386,636.72 (B)
3.	Central Station Security Agent/Identification Office Specialist					
	Part Time	2,336	x	$ 28.53	=	$ 66,646.08 (1)
	Full Time	21,028	x	$ 33.92	=	$ 713,269.76 (2)
	Total	23,364		FT (1) + PT (2)	=	$ 779,915.84 (C)
4.	Tour Supervisor				=	
	Part Time	100	x	$ 41.19	=	$ 4,119.00 (1)
	Full Time	19,218	x	$ 45.43	=	$ 873,073.74 (2)
	Total	19,318		FT (1) + PT (2)		$ 877,192.74 (D)

		Monthly Charge Per Vehicle	x	Number Of Vehicles	x	# of Months	=	Annual Charge
5.	Vehicle Charge	$ 1,058.53	x	2 Jeeps	x	12	=	$ 25,404.72 (1)
	Vehicle Charge	$ 1,193.21	x	6 Vans	x	12	=	$ 85,911.12 (2)
	Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 111,315.84 (E)

	Annual Charge		# of Vehicles		Daily Per Vehicle Charge
Vehicle Charge	$ 25,404.72	/ 365 days	/ 2 jeep	=	$ 34.80
Vehicle Charge	$ 85,911.12	/ 365 days	/ 6 van	=	$ 39.23

		Monthly Charge	# of Months		Annual Charge
6.	Management Fee:	$ 29,231.17	12	=	$ 350,774.04 (F)

Estimated Annual Contract JFK - First Year = $ 7,365,857.13 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, office clerical staff, office supplies, office telephone service, etc., and

accordingly, the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions, including but not limited to Human Resources Manager, Human Resources Assistant, Office Manager, Project Manager and Assistant Project Manager. Also in computing the hourly charges please refer to the section entitled "Wages, Health and Supplemental Benefits".

The quantities set forth in the Contractor's Price Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

FJC SECURITY SERVICES, INC.
REVISED 10/20/10

EQIB: 22330

Pricing Form
LGA - Year 2

		Estimated Annual Hours		Hourly Rate	=	Total Estimated Annual Cost
1.	Airport Security Agents					
	Part Time	113,287	x	$ 23.63	=	$ 2,676,971.81 (1)
	Full Time	75,525	x	$ 29.74	=	$ 2,246,113.50 (2)
	Total	188,812		FT (1) + PT (2)	=	$ 4,923,085.31 (A)
2.	Lead Airport Security Agents					
	Part Time	100	x	$ 25.23	=	$ 2,523.00 (1)
	Full Time	12,152	x	$ 32.50	=	$ 394,940.00 (2)
	Total	12,252		FT (1) + PT (2)	=	$ 397,463.00 (B)
3.	Central Station Security Agent/Identification Office Specialist					
	Part Time	2,336	x	$ 28.78	=	$ 67,230.08 (1)
	Full Time	21,028	x	$ 34.90	=	$ 733,877.20 (2)
	Total	23,364		FT (1) + PT (2)	=	$ 801,107.28 (C)
4.	Tour Supervisor				=	
	Part Time	100	x	$ 40.33	=	$ 4,033.00 (1)
	Full Time	19,218	x	$ 45.79	=	$ 879,992.22 (2)
	Total	19,318		FT (1) + PT (2)		$ 884,025.22 (D)

		Monthly Charge Per Vehicle		Number Of Vehicles		# of Months	=	Annual Charge
5.	Vehicle Charge	$ 1,058.53	x	2 Jeeps	x	12	=	$ 25,404.72 (1)
	Vehicle Charge	$ 1,193.21	x	6 Vans	x	12	=	$ 85,911.12 (2)
	Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 111,315.84 (E)

	Annual Charge		# of Vehicles		Daily Per Vehicle Charge
Vehicle Charge	$ 25,404.72	/ 365 days	/ 2 jeep	=	$ 34.80
Vehicle Charge	$ 85,911.12	/ 365 days	/ 6 van	=	$ 39.23

		Monthly Charge	# of Months		Annual Charge
6.	Management Fee:	$ 30,042.88	12	=	$ 360,514.56 (F)

Estimated Annual Contract JFK - First Year = $ 7,477,511.21 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, office clerical staff, office supplies, office telephone service, etc., and

accordingly, the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions, including but not limited to Human Resources Manager, Human Resources Assistant, Office Manager, Project Manager and Assistant Project Manager. Also in computing the hourly charges please refer to the section entitled "Wages, Health and Supplemental Benefits".

The quantities set forth in the Contractor's Price Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

FJC SECURITY SERVICES, INC.
REVISED 10/20/10

EQIB: 22330

Pricing Form
LGA - Year 3

		Estimated Annual Hours		Hourly Rate	=	Total Estimated Annual Cost
1.	Airport Security Agents					
	Part Time	113,287	x	$ 24.48	=	$ 2,773,265.76 (1)
	Full Time	75,525	x	$ 31.11	=	$ 2,349,582.75 (2)
	Total	188,812		FT (1) + PT (2)	=	$ 5,122,848.51 (A)
2.	Lead Airport Security Agents					
	Part Time	100	x	$ 26.14	=	$ 2,614.00 (1)
	Full Time	12,152	x	$ 34.00	=	$ 413,168.00 (2)
	Total	12,252		FT (1) + PT (2)	=	$ 415,782.00 (B)
3.	Central Station Security Agent/Identification Office Specialist					
	Part Time	2,336	x	$ 29.83	=	$ 69,682.88 (1)
	Full Time	21,028	x	$ 36.46	=	$ 766,680.88 (2)
	Total	23,364		FT (1) + PT (2)	=	$ 836,363.76 (C)
4.	Tour Supervisor				=	
	Part Time	100	x	$ 42.09	=	$ 4,209.00 (1)
	Full Time	19,218	x	$ 47.88	=	$ 920,157.84 (2)
	Total	19,318		FT (1) + PT (2)		$ 924,366.84 (D)

		Monthly Charge Per Vehicle		Number Of Vehicles		# of Months	=	Annual Charge
5.	Vehicle Charge	$ 1,058.53	x	2 Jeeps	x	12	=	$ 25,404.72 (1)
	Vehicle Charge	$ 1,193.21	x	6 Vans	x	12	=	$ 85,911.12 (2)
	Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 111,315.84 (E)

	Annual Charge		# of Vehicles		Daily Per Vehicle Charge
Vehicle Charge	$ 25,404.72	/ 365 days	/ 2 jeep	=	$ 34.80
Vehicle Charge	$ 85,911.12	/ 365 days	/ 6 van	=	$ 39.23

		Monthly Charge	# of Months		Annual Charge
6.	Management Fee:	$ 30,897.80	12	=	$ 370,773.60 (F)

Estimated Annual Contract JFK - First Year = $ 7,781,450.55 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, office clerical staff, office supplies, office telephone service, etc., and accordingly, the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions, including but not limited to Human Resources Manager, Human Resources Assistant, Office Manager, Project Manager and Assistant Project Manager. Also in computing the hourly charges please refer to the section entitled "Wages, Health and Supplemental Benefits".

The quantities set forth in the Contractor's Price Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

FJC SECURITY SERVICES, INC.
REVISED 10/20/10

EQIB: 22330

Pricing Form
LGA - Year 4

		Estimated Annual Hours		Hourly Rate	=	Total Estimated Annual Cost
1.	Airport Security Agents					
	Part Time	113,287	x	$ 25.01	=	$ 2,833,307.87 (1)
	Full Time	75,525	x	$ 32.36	=	$ 2,443,989.00 (2)
	Total	188,812		FT (1) + PT (2)	=	$ 5,277,296.87 (A)
2.	Lead Airport Security Agents					
	Part Time	100	x	$ 26.69	=	$ 2,669.00 (1)
	Full Time	12,152	x	$ 35.33	=	$ 429,330.16 (2)
	Total	12,252		FT (1) + PT (2)	=	$ 431,999.16 (B)
3.	Central Station Security Agent/Identification Office Specialist					
	Part Time	2,336	x	$ 30.46	=	$ 71,154.56 (1)
	Full Time	21,028	x	$ 37.82	=	$ 795,278.96 (2)
	Total	23,364		FT (1) + PT (2)	=	$ 866,433.52 (C)
4.	Tour Supervisor				=	
	Part Time	100	x	$ 42.71	=	$ 4,271.00 (1)
	Full Time	19,218	x	$ 49.35	=	$ 948,408.30 (2)
	Total	19,318		FT (1) + PT (2)		$ 952,679.30 (D)

		Monthly Charge Per Vehicle		Number Of Vehicles		# of Months	=	Annual Charge
5.	Vehicle Charge	$ 1,058.53	x	2 Jeeps	x	12	=	$ 25,404.72 (1)
	Vehicle Charge	$ 1,193.21	x	6 Vans	x	12	=	$ 85,911.12 (2)
	Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	$ 111,315.84 (E)

	Annual Charge		# of Vehicles		Daily Per Vehicle Charge
Vehicle Charge	$ 25,404.72	/ 365 days	/	2 jeep	= $ 34.80
Vehicle Charge	$ 85,911.12	/ 365 days	/	6 van	= $ 39.23

		Monthly Charge	# of Months		Annual Charge
6.	Management Fee:	$ 31,800.29	12	=	$ 381,603.48 (F)

Estimated Annual Contract JFK - First Year = $ 8,021,328.17 (G)
(A) + (B) + (C) + (D) + (E) + (F) = (G)

Please note: No direct reimbursement is provided in the Contract for among other things, maintenance of vehicles, drivers of vehicles, maintenance staff, office clerical staff, office supplies, office telephone service, etc., and

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REVISED 10/20/10

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The quantities set forth in the Contractor's Price Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

Exhibit 2 – CALCULATION OF AVERAGE HOURLY RATE FORMS

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 Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract.

A Bidder'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 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.

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Airport Security Agent - Year 1

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 16.24	item 1	$ 16.24	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.38		$ 1.35	
N.Y.S.U.I	$ 0.65		$ 0.64	
F.U.I	$ 0.14		$ 0.14	
Workers' Compensation	$ 0.36		$ 0.35	
General Liability Insurance	$ 0.23		$ 0.23	
Disability Insurance	$ 0.07		$ 0.07	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.06		$ 0.06	
Total (Item #4)	$ 2.90		$ 2.83	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 28.95		$ 23.60	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Airport Security Agent - Year 2

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 16.73	item 1	$ 16.73	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.42		$ 1.39	
N.Y.S.U.I.	$ 0.67		$ 0.65	
F.U.I	$ 0.15		$ 0.15	
Workers' Compensation	$ 0.37		$ 0.36	
General Liability Insurance	$ 0.24		$ 0.23	
Disability Insurance	$ 0.07		$ 0.07	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.06		$ 0.06	
Total (Item #4)	$ 2.98		$ 2.92	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 29.74		$ 23.63	

Company Name: EJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Airport Security Agent - Year 3

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 17.23	item 1	$ 17.23	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.47		$ 1.43	
N.Y.S.U.I	$ 0.69		$ 0.67	
F.U.I	$ 0.15		$ 0.15	
Workers' Compensation	$ 0.38		$ 0.37	
General Liability Insurance	$ 0.25		$ 0.24	
Disability Insurance	$ 0.07		$ 0.07	
Other Taxes and Insurance	$		$	
(Specify): MTA Tax	$ 0.07		$ 0.06	
Total (Item #4)	$ 3.07		$ 3.01	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 31.11		$ 24.48	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Airport Security Agent - Year 4

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 17.75	item 1	$ 17.75	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance (Item Required By Law)				
F.I.C.A.	$ 1.51		$ 1.48	
N.Y.S.U.I	$ 0.71		$ 0.70	
F.U.I	$ 0.16		$ 0.15	
Workers' Compensation	$ 0.39		$ 0.39	
General Liability Insurance	$ 0.25		$ 0.25	
Disability Insurance	$ 0.07		$ 0.07	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.07		$ 0.07	
Total (Item #4)	$ 3.17		$ 3.10	
Item #5: Additional Components (If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 32.36		$ 25.01	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Lead Airport Security Agent - Year 1

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 17.90	item 1	$ 17.90	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.52		$ 1.49	
N.Y.S.U.I	$ 0.72		$ 0.70	
F.U.I	$ 0.16		$ 0.16	
Workers' Compensation	$ 0.40		$ 0.39	
General Liability Insurance	$ 0.25		$ 0.25	
Disability Insurance	$ 0.07		$ 0.07	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.07		$ 0.07	
Total (Item #4)	$ 3.19		$ 3.12	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 31.61		$ 25.12	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form

Uniformed, Unarmed Security Guard Services Lead Airport Security Agent - Year 2

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 18.44	item 1	$ 18.44	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.57		$ 1.53	
N.Y.S.U.I	$ 0.74		$ 0.72	
F.U.I	$ 0.16		$ 0.16	
Workers' Compensation	$ 0.41		$ 0.40	
General Liability Insurance	$ 0.26		$ 0.26	
Disability Insurance	$ 0.08		$ 0.07	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.07		$ 0.07	
Total (Item #4)	$ 3.29		$ 3.22	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 32.50		$ 25.23	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form

Uniformed, Unarmed Security Guard Services Lead Airport Security Agent - Year 3

	Full-Time	Part-Time
Item #1: Average Hourly Direct Wages	$ 18.99 item 1	$ 18.99 item 1
Item # 2: Average Health Benefits	$ item 2	item 2
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	$	$
Other Supplemental Benefits	$	$
(Specify)	$	$
Total (Item #3)	$	$
Item #4: Taxes and Insurance		
(Item Required By Law)		
F.I.C.A.	$ 1.62	$ 1.58
N.Y.S.U.I	$ 0.76	$ 0.74
F.U.I	$ 0.17	$ 0.17
Workers' Compensation	$ 0.42	$ 0.41
General Liability Insurance	$ 0.27	$ 0.26
Disability Insurance	$ 0.08	$ 0.08
Other Taxes and Insurance	$ -	$ -
(Specify): MTA Tax	$ 0.07	$ 0.07
Total (Item #4)	$ 3.39	$ 3.31
Item #5: Additional Components		
(If Applicable)		
Uniform	$	$
Equipment	$	$
Materials	$	$
Supplies	$	$
Relief	$	$
Roll Call	$	$
Other Components	$	$
(Specify):	$	$
Training	$	$
Overtime/Incentive	$	$
Recrutiment/Medical/Drug	$	$
Liquidated Damages/Incentives	$	$
Total (Item #5)	$	$
General Administrative Costs, Overhead and Profit	$	$
Total (Items #1, 2, 3, 4, & 5)	$ 34.00	$ 26.14

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form

Uniformed, Unarmed Security Guard Services Lead Airport Security Agent - Year 4

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 19.56	item 1	$ 19.56	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.66		$ 1.63	
N.Y.S.U.I	$ 0.78		$ 0.77	
F.U.I	$ 0.17		$ 0.17	
Workers' Compensation	$ 0.44		$ 0.43	
General Liability Insurance	$ 0.28		$ 0.27	
Disability Insurance	$ 0.08		$ 0.08	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.07		$ 0.07	
Total (Item #4)	$ 3.49		$ 3.41	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 35.33		$ 26.69	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Central Station Security Agent /ID
Office Specialist - Year 2

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 21.29	item 1	$ 21.29	item 1
Item # 2: Average Health Benefits	$	item 2	-	item 2

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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	

Item #4: Taxes and Insurance (Item Required By Law)			
F.I.C.A.	$ 1.81	$	1.77
N.Y.S.U.I	$ 0.85	$	0.83
F.U.I	$ 0.19	$	0.19
Workers' Compensation	$ 0.47	$	0.46
General Liability Insurance	$ 0.30	$	0.30
Disability Insurance	$ 0.09	$	0.09
Other Taxes and Insurance	$ -	$	-
(Specify): MTA Tax	$ 0.08	$	0.08
Total (Item #4)	$ 3.80	$	3.71

Item #5: Additional Components (If Applicable)		
Uniform	$	$
Equipment	$	$
Materials	$	$
Supplies	$	$
Relief	$	$
Roll Call	$	$
Other Components	$	$
(Specify):	$	$
Training	$	$
Overtime/Incentive	$	$
Recrutiment/Medical/Drug	$	$
Liquidated Damages/Incentives	$	$
Total (Item #5)	$	$
General Administrative Costs, Overhead and Profit	$	$
Total (Items #1, 2, 3, 4, & 5)	$ 34.90	$ 28.78

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Central Station Security Agent /ID
Office Specialist - Year 1

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 20.67	item 1	$ 20.67	item 1
Item # 2: Average Health Benefits	$	item 2	-	item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.76		$ 1.72	
N.Y.S.U.I	$ 0.83		$ 0.81	
F.U.I	$ 0.18		$ 0.18	
Workers' Compensation	$ 0.46		$ 0.45	
General Liability Insurance	$ 0.29		$ 0.29	
Disability Insurance	$ 0.09		$ 0.08	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.08		$ 0.08	
Total (Item #4)	$ 3.69		$ 3.61	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 33.92		$ 28.53	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Central Station Security Agent /ID
Office Specialist - Year 3

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 21.93	item 1	$ 21.93	item 1
Item # 2: Average Health Benefits	$ 4.90	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 1.87		$ 1.82	
N.Y.S.U.I	$ 0.88		$ 0.86	
F.U.I	$ 0.20		$ 0.19	
Workers' Compensation	$ 0.49		$ 0.48	
General Liability Insurance	$ 0.31		$ 0.31	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.08		$ 0.08	
Total (Item #4)	$ 3.91		$ 3.83	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 36.46		$ 29.83	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Central Station Security Agent /ID
Office Specialist - Year 4

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 22.59	item 1	$ 22.59	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance (Item Required By Law)				
F.I.C.A.	$ 1.92		$ 1.88	
N.Y.S.U.I	$ 0.90		$ 0.88	
F.U.I	$ 0.20		$ 0.20	
Workers' Compensation	$ 0.50		$ 0.49	
General Liability Insurance	$ 0.32		$ 0.31	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.09		$ 0.08	
Total (Item #4)	$ 4.03		$ 3.94	
Item #5: Additional Components (If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 37.82		$ 30.46	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Tour Supervisor - Year 1

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 29.47	item 1	$ 29.47	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 2.51		$ 2.45	
N.Y.S.U.I	$ 1.18		$ 1.15	
F.U.I	$ 0.26		$ 0.26	
Workers' Compensation	$ 0.66		$ 0.64	
General Liability Insurance	$ 0.42		$ 0.41	
Disability Insurance	$ 0.12		$ 0.12	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.11		$ 0.11	
Total (Item #4)	$ 5.26		$ 5.14	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 45.43		$ 41.19	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Tour Supervisor - Year 2

	Full-Time		Part-Time	
Item #1: Average Hourly Direct Wages	$ 30.35	item 1	$ 30.35	item 1
Item # 2: Average Health Benefits	$	item 2		item 2
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	$		$	
Other Supplemental Benefits	$		$	
(Specify)	$		$	
Total (Item #3)	$		$	
Item #4: Taxes and Insurance				
(Item Required By Law)				
F.I.C.A.	$ 2.58		$ 2.52	
N.Y.S.U.I	$ 1.22		$ 1.19	
F.U.I	$ 0.27		$ 0.26	
Workers' Compensation	$ 0.68		$ 0.66	
General Liability Insurance	$ 0.43		$ 0.42	
Disability Insurance	$ 0.12		$ 0.12	
Other Taxes and Insurance	$ -		$ -	
(Specify): MTA Tax	$ 0.11		$ 0.11	
Total (Item #4)	$ 5.41		$ 5.29	
Item #5: Additional Components				
(If Applicable)				
Uniform	$		$	
Equipment	$		$	
Materials	$		$	
Supplies	$		$	
Relief	$		$	
Roll Call	$		$	
Other Components	$		$	
(Specify):	$		$	
Training	$		$	
Overtime/Incentive	$		$	
Recrutiment/Medical/Drug	$		$	
Liquidated Damages/Incentives	$		$	
Total (Item #5)	$		$	
General Administrative Costs, Overhead and Profit	$		$	
Total (Items #1, 2, 3, 4, & 5)	$ 45.79		$ 40.33	

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Tour Supervisor - Year 3

	Full-Time	Part-Time
Item #1: Average Hourly Direct Wages	$ 31.26 item 1	$ 31.26 item 1
Item # 2: Average Health Benefits	$ item 2	item 2
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	$	$
Other Supplemental Benefits	$	$
(Specify)	$	$
Total (Item #3)	$	$
Item #4: Taxes and Insurance		
(Item Required By Law)		
F.I.C.A.	$ 2.66	$ 2.60
N.Y.S.U.I	$ 1.25	$ 1.22
F.U.I	$ 0.28	$ 0.27
Workers' Compensation	$ 0.70	$ 0.68
General Liability Insurance	$ 0.44	$ 0.44
Disability Insurance	$ 0.13	$ 0.13
Other Taxes and Insurance	$ -	$ -
(Specify): MTA Tax	$ 0.12	$ 0.12
Total (Item #4)	$ 5.58	$ 5.45
Item #5: Additional Components		
(If Applicable)		
Uniform	$	$
Equipment	$	$
Materials	$	$
Supplies	$	$
Relief	$	$
Roll Call	$	$
Other Components	$	$
(Specify):	$	$
Training	$	$
Overtime/Incentive	$	$
Recrutiment/Medical/Drug	$	$
Liquidated Damages/Incentives	$	$
Total (Item #5)	$	$
General Administrative Costs, Overhead and Profit	$ -	$
Total (Items #1, 2, 3, 4, & 5)	$ 47.88	$ 42.09

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Average Hourly Rate Form
Uniformed, Unarmed Security Guard Services Tour Supervisor - Year 4

	Full-Time	Part-Time
Item #1: Average Hourly Direct Wages	$ 32.20 item 1	$ 32.20 item 1
Item # 2: Average Health Benefits	$ item 2	item 2
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	$	$
Other Supplemental Benefits	$	$
(Specify)	$	$
Total (Item #3)	$	$
Item #4: Taxes and Insurance		
(Item Required By Law)		
F.I.C.A.	$ 2.74	$ 2.68
N.Y.S.U.I	$ 1.29	$ 1.26
F.U.I	$ 0.29	$ 0.28
Workers' Compensation	$ 0.72	$ 0.70
General Liability Insurance	$ 0.46	$ 0.45
Disability Insurance	$ 0.13	$ 0.13
Other Taxes and Insurance	$ -	$ -
(Specify): MTA Tax	$ 0.12	$ 0.12
Total (Item #4)	$ 5.74	$ 5.62
Item #5: Additional Components		
(If Applicable)		
Uniform	$	$
Equipment	$	$
Materials	$	$
Supplies	$	$
Relief	$	$
Roll Call	$	$
Other Components	$	$
(Specify):	$	$
Training	$	$
Overtime/Incentive	$	$
Recrutiment/Medical/Drug	$	$
Liquidated Damages/Incentives	$	$
Total (Item #5)	$	$
General Administrative Costs, Overhead and Profit	$	$
Total (Items #1, 2, 3, 4, & 5)	$ 49.35	$ 42.71

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Annual Salary Breakdown Sheet
Uniformed, Unarmed Security Guard Services Human Resources Manager (JFK) - Year 1

	Annual Amount	
Item #1: Direct Wages	$ 65,000.00	item 1
Item # 2: Health Benefits	$	item 2

Item #3: Supplemental Benefits (Items Not Required By Law)		Number Of Days Provided
Holiday Allowance	$	
Vacation Allowance	$	
Sick Time Allowance	$	
Pension	$	
Other Supplemental Benefits	$	
(Specify)	$	
Total (Item #3)	$	

Item #4: Taxes and Insurance (Item Required By Law)	
F.I.C.A.	$ 4,972.50
N.Y.S.U.I	$ 2,340.00
F.U.I	$ 520.00
Workers' Compensation	$ 1,300.00
General Liability Insurance	$ 832.00
Disability Insurance	$ 240.50
Other Taxes and Insurance	$ -
(Specify): MTA Tax	$ 221.00
Total (Item #4)	$ **10,426.00**

Item #5: Additional Components (If Applicable)	
Equipment	$
Materials	$
Supplies	$
Other Components	$
(Specify):	$
Total (Item #5)	$ -

Total (Items #1, 2, 3, 4, & 5)	$ **82,674.00**

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Annual Salary Breakdown Sheet
Uniformed, Unarmed Security Guard Services Human Resources Assistant (LGA) - Year 1

	Annual Amount	
Item #1: Direct Wages	$ 53,000.00	item 1
Item # 2: Health Benefits	$	item 2

Item #3: Supplemental Benefits (Items Not Required By Law)		Number Of Days Provided
Holiday Allowance	$	
Vacation Allowance	$	
Sick Time Allowance	$	
Pension	$	
Other Supplemental Benefits	$	
(Specify)	$	
Total (Item #3)	$	

Item #4: Taxes and Insurance (Item Required By Law)	
F.I.C.A.	$ 4,054.50
N.Y.S.U.I	$ 1,908.00
F.U.I	$ 424.00
Workers' Compensation	$ 1,060.00
General Liability Insurance	$ 678.40
Disability Insurance	$ 196.10
Other Taxes and Insurance	$ -
(Specify): MTA Tax	$ 180.20
Total (Item #4)	$ 8,501.20

Item #5: Additional Components (If Applicable)	
Equipment	$
Materials	$
Supplies	$
Other Components	$
(Specify):	$
Total (Item #5)	$
Total (Items #1, 2, 3, 4, & 5)	$ 68,749.20

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Calculation of Annual Salary Breakdown Sheet
Uniformed, Unarmed Security Guard Services Office Manager - Year 1

	Annual Amount	
Item #1: Direct Wages	$ 62,214.00	item 1
Item # 2: Health Benefits	$	item 2

Item #3: Supplemental Benefits (Items Not Required By Law)		Number Of Days Provided
Holiday Allowance	$	
Vacation Allowance	$	
Sick Time Allowance	$	
Pension	$	
Other Supplemental Benefits	$	
(Specify)	$	
Total (Item #3)	$	

Item #4: Taxes and Insurance (Item Required By Law)	
F.I.C.A.	$ 4,759.37
N.Y.S.U.I	$ 2,239.70
F.U.I	$ 497.71
Workers' Compensation	$ 1,244.28
General Liability Insurance	$ 796.34
Disability Insurance	$ 230.19
Other Taxes and Insurance	$ -
(Specify): MTA Tax	$ 211.53
Total (Item #4)	$ 9,979.13

Item #5: Additional Components (If Applicable)	
Equipment	$
Materials	$
Supplies	$
Other Components	$
(Specify):	$
Total (Item #5)	$

Total (Items #1, 2, 3, 4, & 5)	$ 79,441.13

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Company Name: FJC SECURITY SERVICES, INC Bid Number: 22330

Calculation of Annual Salary Breakdown Sheet
Uniformed, Unarmed Security Guard Services Project Manager - Year 1

	Annual Amount	
Item #1: Direct Wages	$ 82,085.00	item 1
Item # 2: Health Benefits	$	item 2

Item #3: Supplemental Benefits (Items Not Required By Law)		Number Of Days Provided
Holiday Allowance	$	
Vacation Allowance	$	
Sick Time Allowance	$	
Pension	$	
Other Supplemental Benefits	$	
(Specify)	$	
Total (Item #3)	$	

Item #4: Taxes and Insurance (Item Required By Law)	
F.I.C.A.	$ 6,279.50
N.Y.S.U.I	$ 2,955.06
F.U.I	$ 656.68
Workers' Compensation	$ 1,641.70
General Liability Insurance	$ 1,050.69
Disability Insurance	$ 303.71
Other Taxes and Insurance	$ -
(Specify): MTA Tax	$ 279.09
Total (Item #4)	$ 13,166.43

Item #5: Additional Components (If Applicable)	
Equipment	$
Materials	$
Supplies	$
Other Components	$
(Specify):	$
Total (Item #5)	$

Total (Items #1, 2, 3, 4, & 5)	$ 102,499.43

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

Company Name: FJC SECURITY SERVICES, INC Bid Number: 22330

Calculation of Annual Salary Breakdown Sheet
Uniformed, Unarmed Security Guard Services Assistant Project Manager - Year 1

	Annual Amount	
Item #1: Direct Wages	$ 72,516.00	item 1
Item # 2: Health Benefits	$ -	item 2

Item #3: Supplemental Benefits (Items Not Required By Law)		Number Of Days Provided
Holiday Allowance	$ -	
Vacation Allowance	$ -	
Sick Time Allowance	$ -	
Pension	$ -	
Other Supplemental Benefits	$ -	
(Specify)	$ -	
Total (Item #3)	$ -	

Item #4: Taxes and Insurance (Item Required By Law)	
F.I.C.A.	$ 5,547.47
N.Y.S.U.I	$ 2,610.58
F.U.I	$ 580.13
Workers' Compensation	$ 1,450.32
General Liability Insurance	$ 928.20
Disability Insurance	$ 268.31
Other Taxes and Insurance	$ -
(Specify): MTA Tax	$ 246.55
Total (Item #4)	$ 11,631.57

Item #5: Additional Components (If Applicable)	
Equipment	$ -
Materials	$ -
Supplies	$ -
Other Components	$ -
(Specify):	$ -
Total (Item #5)	$ -
Total (Items #1, 2, 3, 4, & 5)	$ 91,395.57

Company Name: FJC SECURITY SERVICES, INC EQIB: 22330

FJC SECURITY SERVICES, INC.

EQIB: 22330

Monthly Management Fee Calculation
Unarmed Uniform Security Guard Service at
JFK - Contract Year 1

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Manager	$ 82,674.00	$ 65,000.00
Office Manager	$ 79,441.13	$ 62,214.00
Project Manager	$ 102,499.43	$ 82,085.00
Assistant Project Manager	$ 91,395.57	$ 72,516.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 7,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 368,698.81	
Total Monthly Management Fee (Total ANNUAL Management Fee / 12 month - This amount goes to the cost proposal forms/Pricing sheets)	$ 30,724.90	

*The Cost for salaried employees should be a derivation of the amounts on the Calculation of Annual Salary Breakdown sheets.

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section #12 of this Contract including herein. If not stated by the Port Authority then the contractor will make its own determination and submit accordingly.

FJC SECURITY SERVICES, INC

EQIB: 22330

Monthly Management Fee Calculation
Unarmed Uniform Security Guard Service at
JFK - Contract Year 2

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Manager	$ 85,052.28	$ 66,300.00
Office Manager	$ 81,754.42	$ 63,458.00
Project Manager	$ 105,274.57	$ 83,727.00
Assistant Project Manager	$ 93,947.91	$ 73,966.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 7,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 378,717.86	
Total Monthly Management Fee (Total ANNUAL Management Fee / 12 month - This amount goes to the cost proposal forms/Pricing sheets)	**$ 31,559.82**	

*The Cost for salaried employees should be a derivation of the amounts on the Calculation of Annual Salary Breakdown sheets.

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section #12 of this Contract including herein. If not stated by the Port Authority then the contractor will make its own determination and submit accordingly.

FJC SECURITY SERVICES, INC.

EQIB: 22330

Monthly Management Fee Calculation
Unarmed Uniform Security Guard Service at
JFK - Contract Year 3

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Manager	$ 87,534.93	$ 67,600.00
Office Manager	$ 84,201.10	$ 64,727.00
Project Manager	$ 108,191.21	$ 85,401.00
Assistant Project Manager	$ 96,639.43	$ 75,446.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 7,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 389,255.35	
otal Monthly Management Fee	$ 32,437.95	

tal ANNUAL Management Fee / 12 month - This amount goes to the cost proposal
ns/Pricing sheets)

ost for salaried employees should be a derivation of the amounts on the Calculation of
Salary Breakdown sheets.
oposed Minimum Direct Salary must be at least the Minimum Direct Salary as required
es Health and Supplemental benefits section #12 of this Contract including herein. If
the Port Authority then the contractor will make its own determination and submit

Monthly Management Fee Calculation
Unarmed Uniform Security Guard Service at
JFK - Contract Year 4

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Manager	$ 90,134.48	$ 68,900.00
Office Manager	$ 86,794.85	$ 66,022.00
Project Manager	$ 111,264.20	$ 87,109.00
Assistant Project Manager	$ 99,481.50	$ 76,955.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 7,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 400,363.71	
Total Monthly Management Fee	$ 33,363.64	

(Total ANNUAL Management Fee / 12 month - This amount goes to the cost proposal forms/Pricing sheets)

*The Cost for salaried employees should be a derivation of the amounts on the Calculation of Annual Salary Breakdown sheets.

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section #12 of this Contract including herein. If not stated by the Port Authority then the contractor will make its own determination and submit accordingly.

FJC SECURITY SERVICES, INC.

EQIB· 22330

Monthly Management Fee Calculation
Unarmed Uniform Security Guard Service at
LGA - Contract Year 1

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Assistant	$ 68,749.20	$ 53,000.00
Office Manager	$ 79,441.13	$ 62,214.00
Project Manager	$ 102,499.43	$ 82,085.00
Assistant Project Manager	$ 91,395.57	$ 72,516.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 3,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 350,774.01	
Total Monthly Management Fee	$ **29,231.17**	

(Total ANNUAL Management Fee / 12 month - This amount goes to the cost proposal forms/Pricing sheets)

*The Cost for salaried employees should be a derivation of the amounts on the Calculation of Annual Salary Breakdown sheets.

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section #12 of this Contract including herein. If not stated by the Port Authority then the contractor will make its own determination and submit accordingly.

FJC SECURITY SERVICES, INC. EQIB: 22330

Monthly Management Fee Calculation
Unarmed Uniform Security Guard Service at
LGA - Contract Year 2

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Assistant	$ 70,848.98	$ 54,060.00
Office Manager	$ 81,754.42	$ 63,458.00
Project Manager	$ 105,274.57	$ 83,727.00
Assistant Project Manager	$ 93,947.91	$ 73,966.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 3,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 360,514.56	
Total Monthly Management Fee	**$ 30,042.88**	

(Total ANNUAL Management Fee / 12 month - This amount goes to the cost proposal forms/Pricing sheets)

*The Cost for salaried employees should be a derivation of the amounts on the Calculation of Annual Salary Breakdown sheets.

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section #12 of this Contract including herein. If not stated by the Port Authority then the contractor will make its own determination and submit accordingly..

FJC SECURITY SERVICES, INC.

EQIB: 22330

Monthly Management Fee Calculation
Unarmed Uniform Security Guard Service at
LGA - Contract Year 3

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Assistant	$ 73,053.14	$ 55,120.00
Office Manager	$ 84,201.10	$ 64,727.00
Project Manager	$ 108,191.21	$ 85,401.00
Assistant Project Manager	$ 96,639.43	$ 75,446.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 3,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 370,773.56	
Total Monthly Management Fee	**$ 30,897.80**	

(Total ANNUAL Management Fee / 12 month - This amount goes to the cost proposal forms/Pricing sheets)

*The Cost for salaried employees should be a derivation of the amounts on the Calculation of Annual Salary Breakdown sheets.

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section #12 of this Contract including herein. If not stated by the Port Authority then the contractor will make its own determination and submit accordingly.

FJC SECURITY SERVICES, INC.

EQIB: 22330

Monthly Management Fee Calculation

Unarmed Uniform Security Guard Service at LGA - Contract Year 4

	Cost*	Proposed Minimum Salary**
LIST SALARIED POSITIONS		
Human Resources Assistant	$ 75,374.19	$ 56,180.00
Office Manager	$ 86,794.85	$ 66,022.00
Project Manager	$ 111,264.20	$ 87,109.00
Assistant Project Manager	$ 99,481.50	$ 76,955.00
Other required Positions (Specify)	$ -	
Insurance Cost (Excluding Health) -	$ -	
Office Furniture	$ 1,000.00	
Telephone	$ 1,572.75	
Office Machines	$ 3,115.93	
Office Supplies	$ 3,000.00	
Other (Specify)	$ -	
Total ANNUAL Management Fee	$ 381,603.42	
Total Monthly Management Fee (Total ANNUAL Management Fee / 12 month - This amount goes to the cost proposal forms/Pricing sheets)	**$ 31,800.29**	

*The Cost for salaried employees should be a derivation of the amounts on the Calculation of Annual Salary Breakdown sheets.

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section #12 of this Contract including herein. If not stated by the Port Authority then the contractor will make its own determination and submit accordingly.

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: UNARMED, UNIFORMED SECURITY GUARD SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK) AND LAGUARDIA (LGA) AIRPORTS.

COLLECTIVE NO.: 22330

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

BID DUE DATE:	**SEPT. 15, 2010**	**TIME: 11:00 AM**
SITE VISIT AND MEETING	**AUG. 31, 2010**	**TIME: 9:00 AM**
QUESTIONS BY:	**SEPT. 2, 2010**	**TIME: 2:00 PM**
BUYER NAME:	**LUKE BASSIS**	**PHONE NO.: (212) 435-3940**
		FAX NO.: (212) 435-3959
		E-MAIL: lbassis@panynj.gov

EQIB INFORMATION
(TO BE COMPLETED BY THE REQUESTOR)
(PLEASE PRINT)

_____
(NAME OF ENTITY)

_____
(ADDRESS)

_____
(CITY, STATE AND ZIP CODE)

_____
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

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

____ BUSINESS CORPORATION ____PARTNERSHIP ____INDIVIDUAL

____ OTHER (SPECIFY): _____

1. INFORMATION FOR COMPANIES ON THIS REQUEST FOR EVALUATION OF QUALIFICATION INFORMATION REQUIRED TO BE ELIGIBLE TO BID (EQIB).

REQUEST FOR EQIB

A. General Information: The Port Authority of New York and New Jersey
B. Brief Summary of Scope of Work
C. Deadline for Receipt of EQIB
D. Vendor Profile
E. Submission of EQIB
F. Communications Regarding this EQIB
G. EQIB Acceptance or Rejection
H. Union Jurisdiction
I. City Payroll Tax
J. Pre-EQIB Meeting(s)/Site Inspection(s)
K. Available Documents
L. Additional Information

2. SCOPE OF WORK

3. EQIB PREREQUISITES

4. FINANCIAL INFORMATION

5. EVALUATION CRITERIA AND RANKING

A. Cost of Services
B. Overall Experience and Business Risk
C. Quality and Managerial Experience

6. M/WBE SUBCONTRACTING PROVISIONS

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

8. EQIB SUBMISSION REQUIREMENTS

A. Letter of Transmittal
B. Executive Summary
C. Agreement on Terms of Discussion
D. Certifications With Respect to the Contractor's Integrity Provisions
E. Documentation of Submitters Prerequisites
F. EQIB
G. Acknowledgment of Addenda
H. Acceptance of Standard Contract Terms and Conditions
I. M/WBE Plan

9. CONDITIONS FOR THE SUBMISSION EQIB

A. Changes to this EQIB
B. Preparation Costs
C. Disclosure of EQIB Contents / Use of Ideas and Materials
D. Ownership of Submitted Materials

E. Subcontractors
F. Conflict of Interest
G. Authorized Signature
H. References
I. Evaluation Procedures and Negotiation
J. Taxes and Costs
K. Most Advantageous Bid/No Obligation to Award
L. Multiple Contract Awards
M. Right to Extend Contract
N. Rights of the Port Authority
O. No Personal Liability

ATTACHMENT A. Agreement on Terms of Discussion

ATTACHMENT B. Contract Terms and Conditions for Facility

Part I Contract Specific Terms and Conditions
Section 1. General Agreement
Section 2. Definitions
Section 3. Description of Services
Section 4. Duration
Section 5. Escalation
Section 6. Billing and Payment
Section 7. Time
Section 8. Audit
Section 9. Withholding Payments
Section 10. Liquidated Damages
Section 11. Extra Work
Section 12. Wages, Health and Supplemental Benefits
Section 13. Customer Service Requirements and Customer Well Being Program
Section 14. Strategic Partnership Measurement Program (SPMP)
Section 15. Increase/Decrease in Service
Section 16. Manager's Authority
Section 17. Port Authority's Authority
Section 18. Space Provided to the Contractor
Section 19. Parking
Section 20. Holidays
Section 21. Non-Performance of Services
Section 22. Insurance Procured By the Contractor
Section 23. Gratuities
Section 24. Federal Airport Aid
Section 25. Vehicles for the Guard Transportation Service
Section 26. Scheduling - Time Sheets and Records
Section 27. Position Duties
Section 28. Security Requirements
Section 29. Position Requirements
Section 30. Tours of Duty
Section 31. Schedule of Guard Service
Section 32. Qualifications of Employees.

Section 33. Personnel Folders
Section 34. Training Provided by the Contractor
Section 35. Training Provided by the Port Authority
Section 36. Contractor's Audit Program
Section 37. Uniforms
Section 38. Radios and Other Related Equipment
Section 39. Transitioning Services at Start/Termination of the Contract
Section 40. Intellectual Property
Section 41. Customs Bond Requirements
Section 42. Global Positioning Satellite (GPS) Equipment
Section 43. Fueling
Section 44. Miscellaneous
Section 45.Entire Agreement

Part II Standard Contract Terms and Conditions

Part III BID SAMPLE FOR INFORMATION PURPOSES
Bid Form – JFK Year 1
Bid Form – JFK Year 2
Bid Form – JFK Year 3
Bid Form – JFK Year 4
Bid Form – LGA Year 1
Bid Form – LGA Year 2
Bid Form – LGA Year 3
Bid Form – LGA Year 4

List of Exhibits
EXHIBIT 1, Monthly Management Fee Calculation
EXHIBIT 2, Calculation of Hourly Rate
EXHIBIT 3, Vehicle Specifications
EXHIBIT 4, Uniform Specifications
EXHIBIT 5, Customer Service Requirements and Well Being Program
EXHIBIT 6, Customer Service Airport Standards Manual
EXHIBIT 7, LGA Security Handbook for Managers
EXHIBIT 8, PA 3749B
EXHIBIT 9, Sample Certified Wage Statement
EXHIBIT 10, Information Security Handbook

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 and 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 qualified firms to provide unarmed, uniformed security guard services at John F. Kennedy International (JFK) and LaGuardia (LGA) Airport as more fully described herein.

B. Brief Summary of Scope of Work

In connection with providing the services described in Section 1 in the Contract specific Terms and Conditions, the Contractor shall provide Airport Security Agents, Lead Airport Security Agents, Central Security Station Guards, Identification Office Specialists, Tour Supervisors, Human Resources Manager, Human Resources Assistant, Office Managers, Assistant Project Managers and Project Managers, as required in Section 28 entitled "Position Duties" and Section 30 entitled "Position Requirements."

I. The term of the Contract shall be for a four (4) year period (the "Initial Term") commencing at 12:01 a.m. on February 1, 2011 (said date and time hereinafter sometimes collectively called "the Commencement Date") and unless sooner terminated or revoked (or extended) shall expire at 11:59 p.m. on or about January 31, 2015 (said date and time sometimes hereinafter called "the Expiration Date". The Port Authority may, in its sole discretion, exercise two – two year option periods ("Option Period(s)").

II. The Port Authority shall have the right to extend this Contract for a one hundred and twenty (120) day period from the Expiration Date or upon expiration of any Option Period, if taken. All Contract terms, conditions and costs in effect immediately prior to the extension period shall remain in effect for such extension without escalation. The Port Authority shall notify the Contractor in writing at least thirty (30) days prior to the Expiration Date herein above establish that the Contract term is so extended.

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 unarmed uniformed guard services at John F. Kennedy International Airport ("JFK") and LaGuardia Airport ("LGA").

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 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 members 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 on the forms provided, samples of which are included in this EQIB. The Phase 1 submittals shall become part of the Contract for the successful lowest responsive responsible bidder in the Phase 2 submitted cost section.

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 company. 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 that individual responsive /responsible company.

It is the intent of the Port Authority to award this Contract to the company offering the lowest cost bid price.

The Port Authority may negotiate with more than one company during the Phase 1 process in order to reach an agreement on all Port Authority requirements, companies' submittals, terms and conditions.

Bids will be received at a date and time designated by the Director of Procurement or her designated Manager located 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 given the opportunity to submit a bid.

No effort is made to emphasize any particular provision of the document, but companies must familiarize themselves with every provision and its effect. The issuance of this document is an invitation by the Port Authority to companies to submit information, documentation of how

your company 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 company, 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 companies in participation of this invitation without any cost to Port Authority.

D. Deadline for Receipt of Submission

The due date specified on the cover page is the Submission Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

The Port Authority assumes no responsibility for delays caused by any delivery service.

E. 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.

F. Submission

One reproducible original (containing original signatures and clearly designated as such) and ten (10) double-sided copies of the Submission must be submitted on or before the due date and time in accordance with the information on the cover page of this Invitation and sent or delivered to the Port Authority Custodian at the address specified on the cover page. Each copy of the Submittal 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 Submission Due Date. Failure to properly label the EQIB submissions may cause a delay in identification, misdirection or disqualification of the referenced submission(s).

If your Submittal is 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.

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver any submission/document information.

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 Submission.

G. Communications Regarding this EQIB

All communications concerning this EQIB should be directed to the Contracts Specialist listed on the cover page. 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 2, 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.

H. Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Respondent 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 a Submission. Rejection of a Submittal shall be only by either (a) a notice in writing specifically stating that the Submittal 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 or request Phase 2 Bid within 180 days after the 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.

I. 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.

J. City Payroll Tax

All parties should be aware of the payroll tax imposed by the:

a. City of New York, New York for services performed in New York, New York; and
b. City of Yonkers, New York for services performed in Yonkers, 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.

K. Pre-Submission Meeting(s)/Site Inspection(s)

1. A Pre-submission meeting is scheduled for August 31, 2010 at JFK and LGA. Any questions concerning this document should be submitted in writing prior to the meeting so 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.

2. A Site Inspection is scheduled for August 31, 2010 at JFK and at LGA. The order of site inspections will be as follows:
   1) 9:00am, Building 14, John F. Kennedy International Airport
   2) 1:30pm, Central Terminal Building 3870, LaGuardia

   Attendance is strongly recommended. Information conveyed may be useful to firms in preparing their responses and firms not attending assume all risks which may ensue from non-attendance.

   Attendees interested in attending should RSVP to Courtney Fong at (212) 435-3848, email cfong@panynj.gov or Michele Delgado at 212-435-3760, email: mdelgado@panynj.gov no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions. The pre submission and site inspections are limited to two (2) members from each company.

   Two valid forms of photo ID are required to attend the pre-submission meeting and facility inspections.

L. Available Documents

Certain documents, specified below, will be made available for examination by parties at the Site Inspection or by contacting Michele Delgado at (212) 435-3760 or Courtney Fong at (212) 435-3848 Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

These documents were not prepared for the purpose of providing information for firms 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 there from. They are made available to parties 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 any party.

Said documents are as follows: agreement for unarmed, uniformed security guard services at John. F. Kennedy International (JFK) and LaGuardia (LGA) Airports Contract 4600006609.

M. Additional 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 Contractor shall provide Unarmed, Uniformed Security Guard Services at JFK and LGA airport on a 24 hour, 7 day a week basis. It is anticipated (but not guaranteed) that the Contractor will have a minimum period of thirty (30) calendar days from the date of Contract award to the Commencement Date of the Contract. Respondents should refer to Attachment B Part I for a full description of services required under the Contract.

3. PREREQUISITES

Only firms that can demonstrate that they comply with the following should make Submissions as only Submissions from such Respondents will be considered:

A. The firm shall have had at least five (5) years of successful continuous experience immediately prior to the date of the Submission in the management and operation of a commercial, industrial or watchman service or security guard service business actually engaged in providing these services to commercial and industrial accounts under contract. The firm may fulfill this prerequisite if it can demonstrate the persons or entities owning and controlling the firm have a cumulative total of at least the same number of year and type of direct continuous experience immediately prior to its Submission as is required of the firm or has owned and controlled other entities which meet the requirement.

B. During the time period stated in (A) above, the firm shall demonstrate satisfactory performance of at least one (1) contract(s) for similar scope and complexity of the services described herein.

C. The firm shall demonstrate that it has earned gross revenues of at least twenty million dollars ($20,000,000.00) a year for each of the last two (2) fiscal or calendar year(s) from the type of services or products described herein.

D. The firm shall have at the time of its Submittal (and maintain throughout the term of the contract and any Option Period and Extension, if any), a valid and current license issued by New York State, Division of Licensing, pursuant to New York General Business Law, Section 70. Without limiting the foregoing, the companies shall comply with all present and future governmental laws governing the services provided hereunder.

In the event a Submission is made 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 prerequisites. 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. Subparagraph (D) must be met by each member of the joint venture or if the joint venture has been established as a separate, legal entity, then by the joint venture itself.

If the Submission is made 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 solicitation. 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 must include documentation that they meet the above prerequisites. By furnishing this solicitation document to parties, the Port Authority has not made a determination that the firm has met the prerequisites or has otherwise been deemed qualified to perform the services. In addition, a determination that an firm has met the prerequisites is no assurance that they 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 and the Port Authority may require additional assurances beyond the Submission from the Phase 2 low bidder prior to being awarded the contract. The Respondent's submission shall contain 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 Submission Due Date, then the firm shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the firm is at least as good as that shown on the statements submitted.

B. A statement of work which the firm 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 firm's work on these jobs.

C. The name and address of the firm's banking institution, chief banking representative handling the party's account, the firm's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the firm's Dun and Bradstreet number, if any, the name of any credit service to which the firm's furnished information and the number, if any, assigned by such service to the firm's account.

5. EVALUATION CRITERIA FOR PHASE 1 SUBMISSION

All Submissions will be reviewed by the Port Authority to determine if they adhere to the format require in these instructions, if they contain all required submissions and if the Respondent meets the

prerequisites required for submission of an Phase 1 Submission. For firms meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of the Submission in order to determine if the Respondent will be qualified to bid.

A. Technical Expertise and Experience of Firm

The extent to which the Firm, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder. Special emphasis will be given to the extent the Firm has demonstrated a high degree of performance in past contracts involving management of guard services spread over a large number of facilities, with posts located in remote locations, often under stressful working conditions, while providing a high level of services to the public. Firms shall also be evaluated on overall quality of supplied references.

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 award to the lowest responsive, responsible bidder. The pages in this document that refer to pricing, prices costs, billing, rates, etc. including representative guard, related positions, titles and quantities are for informational purposes only. Actual 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 its Phase 1 submission may be found non-responsive. The Port Authority may redact pricing information from Phase 1 submissions and such information shall not be evaluated nor considered.

B. Staffing Management

NOTE: By submitting an EQIB, the Respondent certifies that it will meet all wage and benefit requirements in the Contract without exception.

- The Submission 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 requirements of this Contract, including the quality of the health benefits and other supplemental benefits.
- The Firm's shall submit a plan that will ensure that employees who performed similar roles under a previous Port Authority Contract at the Facility suffer no diminution in wage rate under the new Contract.
- The Firm's plan for retaining current employees for this Contract and providing for a stable labor force, including a narrative description as to how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the base term of the Contract.
- The Firm's training and safe work environment plans for this Contract.
- Proposed staffing organization.
- Incentive plans
- Experience of Firm's senior management team in managing employees and conducting employee management programs, including, but not limited to:
    - Security training program
    - OSHA safety training

- Quality assurance and control programs
- Disciplinary procedures
- Staff planning
- Payroll processing
- Recruiting procedures and maintenance of a stable workforce
- Performance improvement measurements
- Self-assessment plan
- Background screening plan
- Customer service initiatives
- Human resources development
- Utilization of technological advances in unarmed, uniform security guard services
- Contract management

C. Management Approach

- The clarity and feasibility of the Submission, which shall include the Firms' management philosophy, principles and programs to be utilized by the Contractor in performing the service
- Firm's proposed labor and supervisory staffing
- Security training plan
- Customer service plan
- Contractor's audit program
- Vehicle fleet maintenance and replacement program
- Contractor's background screening plan
- M/WBE sub-contracting plan
- Background screening plan
- Certification of Environmentally Preferable Products/Practices
- On-site management plans and work plan for this Contract, and
- Proposed quality assurance/quality control program addressing how the Firm will ensure compliance with the Contract insurance requirements, including, but not limited to
    - general liability
    - automobile liability
    - workers' compensation insurance
- Wage and Health Benefit compliance.
- Strategic Partnership Measurement Program
- Insurance compliance on other Contracts with the Port Authority and its subsidiaries, if any
- 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 Unarmed, Uniform Security Guard Services.

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 Proposer 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.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as [Insert Attachment Letter or Number] 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 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. Visit http://www.panynj.gov/business-opportunities/supplier-diversity.html 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.

Proposers shall include their M/WBE Participation Plan with their proposals, to be reviewed and approved by the Authority's Office of Business and Job Opportunity ("OBJO").

Proposers 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 OBJOcert@panynj.gov <mailto: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

Firms should include with its submission the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the company 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 Submission, 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 making its Submission 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;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties 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 firm shall submit a summary presenting the major features of its offer and how the firm satisfies the requirements contained in this EQIB as well as the special competencies and expertise of the firm to meet the requirements of this EQIB.

C. Agreement on Terms of Discussion
The firm shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Respondent. The Agreement 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 firm, 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 firm cannot make any such certifications, it shall enclose an explanation of that inability as a separate document.

E. Documentation of Firm Prerequisites
The Respondent shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Evaluated Qualification Information
The firm must submit information that details and clearly describes its experience and capability to perform Unarmed, Uniform Guard Services described in this EQIB and its approach to such work for the Port Authority. At a minimum, the Submission shall address the following:

1. **Management Approach**
   a. The firm should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

b. The firm shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The firm shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the firm submit a staffing plan that maximizes the use of full time employees, including its on site management plan.

c. The firm should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the EQIB. The firm must include its plan to ensure compliance with the requirements of this Contract, including, but not limited to:

- insurance requirements, such as:
  - general liability insurance
  - automobile insurance
  - workers' compensation insurance
- The M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- The Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision.

In addition, the Respondent should submit service standards (and the appropriate measurements thereof), concepts or procedures to provide the highest possible level of service at JFK and LGA Airports including how it will determine and maintain performance measurements.

2. **Technical Experience, Experience of Firm and the Firm's Capability to Meet the Requirements of this EQIB**

a. The firm shall submit a listing of all unarmed, uniformed security guard services Contracts that were performed by or are currently being performed by the firm within the last five (5) 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 firm should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm 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

The resumes of the individuals who are being recommended for these positions should be included in the submission.

c. The firm should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

- Unarmed, uniformed security guard services related training
- Security training
- OSHA safety training
- Employee motivation and incentive programs
- Health benefits information programs for employees
- Quality Assurance/Quality Control programs
- Payroll processing
- Recruitment procedures
- Staffing retention plan
- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents)

d. The firm shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the firm has in the following areas:

- Utilization of technological advances in unarmed, uniformed security guard services and resulting benefits;
- Management of unarmed, uniformed security guard services in buildings and facilities of similar size.
- The firm should highlight any and all Aviation/Airport experience, although such experience is not required.

3. **Staffing Management**.
Describe the firm's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

a. The firm shall submit a Wage, Health and Supplemental Benefits Plan for the Contract. In addition, the firm shall submit a self-assessment plan, applicable to all years of the Contract, which will include a system for monitoring, on a monthly basis, the Contractor's own performance with respect to its obligation to pay the specified Wages, Health and other Supplemental Benefits. The plan shall be subject to audit by the Port Authority.

The firm shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

b. Describe the firm's Employee Retention Plan for this Contract.

c. Describe in narrative form the firm's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the Contract period without specifically enumerating proposed wages, which shall be stated in Phase 2.

d. The firm's Submission shall describe its policies regarding the allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor.

e. Describe the firm's training, health benefits and workplace safety programs for this Contract.

Note on Minimum Wages, Health Benefits and Supplemental Benefits Other than Health Benefits: The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this document. The requirements for Health Benefits, Average Hourly Direct Wages and Supplemental Benefits other than Health Benefits are not stated with numeric values in this document but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of bid acceptance and said requirements will be based upon the low bidders Bid Submission and Phase 2 Bid. Thus, all four categories will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted as set forth in the contract terms and conditions and any Underpayment Amounts in any of these categories will be subject to recovery by the Port Authority as set forth in the contract terms and conditions.

4. **Contractor Identity Check/Background Screening Plan**

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.

5. **Business Risk**

The Respondent shall submit risk assessment and succession plans to the Contractor and 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 and on which bids, proposals or submissions have been made, as well as work that is under contract to companies which the firm owns, controls or has an interest.

The Respondent shall provide any other information that is related to the requirements in this Section (Section F), that the Respondent believes would be helpful to the Port Authority in the evaluation of its EQIB.

6. **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.

7. **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 firm is 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. However, if the firm has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this EQIB. After the submission due date, the firm will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the firm and the Port Authority. The Port Authority has the sole right to require the firm to withdraw any exceptions prior to evaluation.

8. **Specific Exceptions Prohibited**

Exceptions with respect to Wages, Health and Supplemental Benefits of employees performing work under this contract will NOT be considered.

9. **M/WBE Plan**

The Respondent shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder.

Note: Phase 2 submission requirements will be outlined in a Phase 2 Cost Proposal document which will only be provided to Phase 1 Qualified firms.

9. CONDITIONS SUBMISSION

In addition to all other requirements of this EQIB the 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. Selection or rejection of a firm 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 by a firm of references 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 to award the Contract will be made to the lowest responsive and responsible firm of the prequalified firms that are approved to submit a Phase 2 bid. Neither the release of this EQIB nor the acceptance of any submission thereto 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 and Phase 2 bid is accepted by the Port Authority in the manner provided in the Section of this EQIB entitled "Acceptance or Rejection."

L. **Multiple Contract Awards**

The Port Authority reserves the right to award multiple Contracts for the products, 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 products, 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 EQIB's 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 Company/Submitter/firm 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 EQIB, 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 Respondent as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with its submission.

_____

(Company)

_____

(Signature)

_____

(Title)

_____

(Date)

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ATTACHMENT B

Contract Terms and Conditions for Facility Services

Section 1. General Agreement

The Contractor agrees to perform designated Unarmed, Uniformed Guard Services (hereinafter sometimes referred to as the "Service"or "Services") at John F. Kennedy International Airport (JFK Airport) located in the County of Queens, in the City of New York and LaGuardia Airport (LGA Airport), located in the County of Queens, in the City of New York. The Contractor will furnish all labor, supervision, vehicles, uniforms, equipment, materials and supplies and do all other things necessary or proper therefore or incidental thereto, all in strict conformance with the provisions of the Contract and as the same may be amended, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

The enumeration in these Contract documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be furnished and done; but the Contractor shall perform all work as required without other compensation than that specifically provided, whatsoever changes may be made in the Contract, whatsoever work may be required in addition to that required by the Contract in its present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

The basic mission of the Contractor's security officers and management staff is to (1) to protect life and property at Port Authority facilities. and (2) protect the Port Authority's assets from theft, sabotage, and other hostile acts that may adversely impact the Port Authority or any authorized business conducted on the property of the Port Authority. How Security Officers and management staff accomplish this mission is set forth in policy and procedures determined by the Port Authority and provided to the Contractor.

Security Officers and management staff are not law enforcement officers. All Security Officers and management staff are prohibited from carrying firearms on the airport premises. The Contractor is required to provide Security Officer Training and to include the duties of the Security Officer in its Submission as such services are part of the duties required under this Contract.

Section 2. Definitions

Terms, as used in this agreement

A. "Basic Lease" shall mean the agreement between the Port Authority and the City of New York dated April 17, 1947 as the same from time to time may have been or may be supplemented, amended or extended, by which LaGuardia and John F. Kennedy International Airports were leased by the City of New York to the Port Authority. Said agreement dated April 17, 1947 has been recorded in the office of the Register of the City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, on page 319 et seq. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under said agreement as supplemented or amended as aforesaid.

B. The term "Manager", "General Manager", "Director", "Facility Manager", or "Airport Manager" shall mean the person designated by the Port Authority from time to time to exercise the powers and functions vested in each Manager or General Managerat John F. Kennedy International Airport and LaGuardia Airport.

C. "Airport" or "Facility" shall mean, John F. Kennedy International Airport and LaGuardia Airport in the Borough and County of Queens, in the City and State New York and shall include lands, which may have been heretofore or may hereafter be required by the Port Authority.

Section 3. Description of Services

The Contractor shall provide Airport Security Agents, Lead Airport Security Agents, Central Security Station Guards, Identification Office Specialists, Tour Supervisors, Human Resources Manager and Human Resources Assistant, Office Managers, Assistant Project Managers and Project Managers', as required in Section 28 entitled "Position Duties" and Section 30 entitled "Position Requirements."

Section 4. Duration

The term of the Contract shall be for a four (4) year period (the "Initial Term") commencing at 12:01 a.m. on February 1, 2011 (said date and time hereinafter sometimes collectively called "the Commencement Date") and unless sooner terminated or revoked (or extended) shall expire at 11:59 p.m. on or about January 31, 2015 (said date and time sometimes hereinafter called "the Expiration Date."

A. The Port Authority shall have the unilateral right to extend this Contract for two additional two-year (2) option periods (herein after called "Option Periods" or "Option Years") from the Expiration Date originally fixed herein upon the same terms and conditions subject to the following: no later than thirty (30) days prior to the Expiration Date of this Contract as the same may be extended from time to time hereunder, only to the adjustment of charges as herein provided and the Port Authority may send a notice of intention to extend the term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the applicable Option Period.

B. The Port Authority shall have the unilateral right to extend this Contract for one hundred and twenty (120) day period ("Extension Period") from the Expiration Date or upon the expiration of upon expiration of or any Option Period, if taken. All Contract terms, conditions and costs in effect immediately prior to the extension period shall remain in effect for such extension without escalation. The Port Authority shall notify the Contractor in writing at least thirty (30) days prior to the Expiration Date herein above establish that the Contract term is so extended.

Section 5. Escalation - Initial Term & Option Years

As used herein, "CPI" or "Consumer Price Index" or "Price Index" shall mean the Consumer Price Index for All Urban Consumers, Series ID: CUURA101 SA0L2, Not Seasonally Adjusted, New York - Northern New Jersey - Long Island NY-NJ-CT-PA, All Items Less Shelter, (1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor. There shall be no adjustments made to wage(s), salary(s), price(s), pricing(s) cost(s), charge(s) by the Port Authority to the Contractor (vendor) during the four (4) year base period.

A. For the first year of the first two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of September 2013 and September 2014. The amounts payable to the Contractor in effect during the fourth year of the initial term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2014 and the denominator of which shall be the Price Index for September 2013. The resulting product shall be the amounts payable during the first year of the two-year Option Period.

B. For the second year of the first two-year option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of September 2014 and September 2015. The Amounts payable to the Contractor in the fifth year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2015 and the denominator of which shall be the Price Index for September 2014. The resulting product shall be the amounts payable during the second year of the two-year Option Period.

D. For the first year of the second two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based uponthe months of September 2015 and September 2016 The amounts payable in effect during the sixth year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2016 and the denominator of which shall be the Price Index for September 2015. The resulting product shall be the amounts payable during the first year of the second two-year Option Period.

E For the second year of the second two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of September 2016 and September 2017. The amounts payable in effect during the

seventh year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2017 and the denominator of which shall be the Price Index for September 2016. The resulting product shall be the amounts payable during the second year of the second two-year Option Period.

F. In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index used in the latest adjustment. 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 adjustment hereunder be greater than three percent (3%) per annum or less than zero percent (0%) per annum.

In the event the amounts payable to the Contractor as set forth on the Pricing Sheet(s), as applicable shall be adjusted hereunder, then, simultaneously with such adjustment, 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 (cumulatively the "employee payments") 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 shall be in effect and payable as though set forth in this 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 ensure 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 Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a Contractor from raising wages or increasing benefits 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.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

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 Port Authority for such period.

Section 6. Billing and Payment

A. 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 forms 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. The Contractor's sole compensation in full and complete consideration for the performance of all its obligations under this Contract shall be an amount equal to the sum of the following:

1) The Airport Security Agents Hourly Charge, Lead Airport Security Agents Hourly Charge, Central Security Station Guards Hourly Charge, Identification Office Specialist Hourly Charge, Tour Supervisor Hourly Charge. All as set forth in thePricing forms, multiplied by the actual number of hours of post coverage provided and satisfactorily completed.

2) The Monthly Charge Per Vehicle, set forth in the Pricing forms, multiplied by the actual number of vehicles satisfactorily provided, and

3) The Monthly Charge for the Management Fee as set forth in the Cost Pricing, Bid, Form provided by the Contractor hereunder, and

4) The charge for approved reimbursable expenses, if any, and,

5) The charge for Extra Work, if any

B. Payment of the foregoing by the Port Authority to the Contractor shall be made in monthly installments in accordance with the following:

1) The form of submission of all invoices for payment to the Contractor by the Port Authority for services rendered under this Contract shall be as directed by the Facility Manager from time to time, including but not

limited to, format, breakdown of items presented and verifying records. On or before the tenth day of the month following the month in which the Commencement Date occurs and on the tenth day of each and every calendar month thereafter during the term of this Contract including the calendar month following the month of expiration, termination or revocation of this Contract, the Contractor shall submit to the specific Facility Manager, a separate itemized invoice for each calendar month setting forth the amount due to the Contractor for the preceding calendar month, if any.

2) Payment shall be made in monthly installments consisting of an amount equivalent to the total of all the compensation for the services satisfactorily provided during the relevant billing period, each installment to be made as follows: within thirty (30) calendar days of receipt of the Contractor's invoice, upon the receipt of a correct invoice, the Port Authority shall pay to the Contractor the amount set forth therein, subject to adjustments as provided elsewhere herein.

3) In the event an audit of the Contractor's books and records should indicate that the amount due to the Contractor for any billing period is less than the amount 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 payments to the Contractor.

4) In the event any invoice required hereunder to be submitted to the Port Authority is not submitted to the Port Authority within the time specified, or is submitted within the time specified but is not correct, then the time in which the Port Authority is obligated to pay the amount covered by said invoice to the Contractor hereunder shall be extended so that in all cases the Port Authority shall not be required, pursuant to this Section, to pay any amount to the Contractor prior to the thirty (30) day period set forth herein for payment.

5) 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 Guard Service or otherwise under this Agreement shall be borne by the Contractor and without compensation or reimbursement from the Port Authority, except as specifically hereinbefore set forth.

6) "Final Payment", as the term is used throughout this Contract, shall be the Final Payment made for services rendered in the last month of the term or Option Period, or, if the term is extended then Final Payment made for services rendered in the last month of the extended term or Option Period. However, should this Contract be terminated for any reason prior

to the 48th month of the Initial Term or prior to the last month of the extended term, if the term is extended then Final Payment shall be payment for services rendered in the month during which termination becomes effective. The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall operate as a release to the Port Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and omission of the Port Authority and others relating to or arising out of the 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.

7) The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Port Authority. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this paragraph, notwithstanding any purported reservation of rights.

8) The Contractor agrees that it shall not be entitled to, and hereby waives any right it might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of paragraphs (6) and (7) of this section or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this paragraph, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of Contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of six percent (6%) per annum for the period, if any, in which such interest is due.

9) Without limiting the generality of any other term or provision hereof, the Contractor understands it will not be separately reimbursed for the

cost of the Office Managers, Human Resources Manager, Human Resources Assistant, Assistant Project Managers and Project Managers or for other costs, including phone charges, office supplies and other related costs. The Contract shall provide clerical support as required, which 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.

10) The Contractor shall submit all invoices to the attention of the Airport Security Managers, at the below addresses.
LaGuardia Airport
The Port Authority of NY & NJ
Central Terminal Building
3rd Floor
Flushing, NY 11371
Attention: Airport Security Manager, LGA

John F. Kennedy International Airport
The Port Authority of NY & NJ
Building 14
Jamaica, NY 11420
Attention: Airport Security Manager, JFK

The Contractor shall not perform Extra Work or any additional services without prior written approval from the Port Authority Airport Security Manager.

The Contractor shall furnish a quarterly report detailing all invoices submitted in that quarter. The Contractor shall indicate which invoices were paid and the amount paid. The quarterly report should include but is not limited to the following: invoice number, payment by type (i.e., monthly total lump sum, extra work, etc. time sheets, training schedules, employee/company license reports, approved reimbursable items, equipment inventory contractor third party agreements). The report shall be submitted to the Airport Security Managers. The Port Authority of NY & NJ
Aviation Department
Aviation Security and Technology Division
Attention: Principal Aviation Security and Technology Analyst
233 Park Ave South, 9th Floor
New York, NY 10003

Section 7. Time

The Contractor shall not commence the performance of any work on Port Authority premises until the Contractor has received notice from the Port Authority that the insurance provided by the firm in accordance with the Section 23 hereof entitled: "Insurance to be Procured by the Contractor" is satisfactory, as evidenced by the certificate to be furnished under said clause. The Contract term shall not be extended on account of the time required to furnish the documents referred to above, but the Port

Authority shall give notice to the Contractor within five (5) days after receipt of the Certificate of Insurance as to whether or not such insurance is satisfactory.

The Contractor's obligations for the performance and completion of all work within the time or times provided for this Contract are of the essence of this Contract. The Contractor guarantees that it can be will complete performance under this Contract within the times herein stipulated.

Section 8. 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 Contract. 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) 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 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 9. Withholding Payments

A. In addition to any other rights granted to the Port Authority hereunder, the Port Authority shall have the right from time to time and at any time during the term of this Agreement to withhold from any payment otherwise due and payable to the Contractor such sums as the Director of Aviation may deem necessary or desirable to protect the Port Authority against failure or delay in performance by the Contractor of its obligations hereunder, which right may be exercised by the Port Authority with or without revoking or terminating this Agreement. If, however, the payment of any amount due the Contractor shall be improperly withheld in accordance with the foregoing, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period the payment is withheld, it being agreed that such interest shall be in lieu of and in liquidation of damages to the Contractor because such payment is withheld.

B. 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 obligation or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, promises or agreements contained in this Agreement, or as a result of any act or omission of the Contractor contrary to the said conditions, promises and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, 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 payments payable by it to the Contractor.

Section 10. Liquidated Damages

A. In the event that the Contractor fails to provide or perform the Airport Security Agents Service, the Lead Airport Security Agent Service, the Central Security Station Service, Identification Office Specialist Services, the Tour Supervisor Service as required under this Contract, then inasmuch as the damage and loss to the Port Authority, including disruption of the operation at the Facility and disruption of Security at the Facility, which will result from the non-performance of the portion of the Service not performed, cannot be easily calculated and may be incapable of determination, 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 two-hundred (200%) of the applicable hourly charge or charges set forth in the Contractors_Pricing form, as the same may have been adjusted, by the number of hours or major fractions thereof that the Contractor fails to provide the Services (it being understood that in no event shall any amount be payable by the Port Authority for Service hours not actually provide by the Contractor), said amount or amounts to be deducted from any sums due to owing from the Port

Authority to the Contractor as the Port Authority shall determine from time to-time, in its sole discretion.

B. In the event that the Contractor fails to provide or perform the Office Manager, Assistant Project Manager, Project Manager, Human Resources Manager and Human Resources Assistant Service or any part of the duties included in and considered to be a component of the management fee in accordance with the duties set forth elsewhere in this Agreement, then inasmuch as the damage and loss to the Port Authority; from the disruption of the operation of the Facility and disruption security at the Facility which will result from the non-performance of said Office Manager, Assistant Project Manager, Project Manager services, Human Resources Manager and Human Resources Assistant duties cannot be calculated and will be incapable of determination, 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 Seventy-five Dollars and No Cents ($75.00) per hour by the number of hours or major fractions thereof that the Contractor shall fail to provide said Office Manager, Human Resources Manager, Human Resources Assistant, Assistant Project Manager, Project Manager services, as required, (it being understood that in no event shall any amount be payable by the Port Authority for the Office Manager, Human Resources Manager, Human Resources Assistant, Assistant Project Manager, Project Manager Service, hours not actually provided by the Contractor), 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.

C. In the event that, for any reason, the guard service vehicle (s) shall not be <u>available</u> when required for use in providing the Service 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 security service at the Facility which will result from the unavailability of the vehicle cannot be calculated and will be incapable of determination, 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 two hundred percent (200%) of the applicable daily vehicle rate (determined by dividing the applicable monthly vehicle rate by the number of days in the applicable month) by the number of days or major fractions thereof that the Contractor fails to provide the guard service 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, the guard service vehicle (s) are not <u>maintained</u> to the satisfaction of the Facility Manager that amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two hundred percent (200%) of the applicable daily vehicle rate (determined by dividing the applicable monthly vehicle rate by

the number of days in the applicable month by the number of days or major fractions thereof that the Contractor fails to maintain to the Facility Manager's satisfaction each guard service 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.

E. In the event that, for any reason, the two-way voice communications equipment or wireless phones or the required number of contingency radios and GPS units and equipment shall not be available or operational when needed for use in providing the Guard Service 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 security service at the Facility which will result from the failure to provide operation equipment as set forth herein, cannot be easily calculated and will be incapable of determination, 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 Fifty Dollars and No Cents ($50.00) per day per unavailable/not operational unit multiplied by the number of days or major fractions thereof that the Contractor fails to provide the two-way voice communications equipment or wireless phones or contingency radios, 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.

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 as required, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the security service at the Facility which will result from such non-performance cannot be easily calculated and will be incapable of determination, 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 One Hundred Dollars and No Cents ($100.00) per day documentation, report or records not provided multiplied by the number of days or major fractions thereof that 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. The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

H. Failure of the Port Authority to impose liquidated dmanages shall not be deemed Port Authority acceptance of unsatisfactory performance or failure to perform on the part of the Contractor.

I. 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 of any rights by the Port Authority or any other right it may have hereunder including any right to terminate this agreement based on the Contractor's breach or at Law or in equity.

Section 11. Extra Work

A. Extra Work as used herein shall mean the supply of supervision, personnel, equipment, materials and other services which differ from that implied or expressly required under the Contract in its present form not including new and/or additional Unarmed, Uniformed Security Guard Services and increased Unarmed, Uniformed Security Guard Service hours or any other item if compensated through the pricing sheets.

The Contractor shall provide separate additional personnel, equipment, materials and/or services for Extra Work as hereinabove defined, when requested by the Airport Manager on not less than twenty four (24) hours oral notice from the Airport Manager, except in case of an emergency when not less than four (4) hours oral notice may be given which will be confirmed in writing by the Airport Manager to the Contractor. The Contractor will be compensated for the separate additional personnel, equipment, materials and/or services Extra Work at the hourly rate set forth on the Pricing forms as appropriate to the nature of the work. All hours of additional personnel and services supplied hereunder must be evidenced by written records and reports as required and approved by the Airport Manager.

B. In the case of purchased or leased equipment, materials, supplies and other things the Port Authority will pay to the Contractor an amount equal to the net cost to the Contractor of such purchased equipment, materials, supplies and other things plus ten percent (10%) thereof. All equipment, materials, supplies and other things supplied by the Contractor and the cost thereof (which shall be at reasonable market rates under the then existing circumstances shall be subject to the prior approval of the Airport Manager. Unless otherwise directed by the Manager, the Contractor shall seek at least three bids for the supply of same and shall maintain full documentation of same.

C. The total cost of all Extra Work performed by the Contractor shall not exceed 6% of Contract cost for the term or any extended term.

Section 12. Wages, Health and Supplemental Benefits

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, excluding those holding the positions of Human Resources Manager, Human Resources Assistant, Office Managers, Assistant Project Managers Project.

"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, 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 four (4) year base period.

Position	**Direct Hourly Minimum Wage**	
Airport Security Agent (ASA)	Year one $16.24	Year two $16.73
	Year three $17.23	Year four $17.75
Lead Airport Security Agent (LASA)	Year one $19.89	Year two $20.49
	Year three $21.10	Year four $21.73
Central Security Station Agent (CSSA)	Year one $20.67	Year two $21.29

	Year three $21.93	Year four $22.59
ID Office Specialist (IDOS)	Year one $20.67 Year three $21.93	Year two $21.29 Year four $22.59
Tour Supervisor Security Agent (TSSA)	Year one $29.47 Year three $31.26	Year two. $30.35 Year four $32.20

Management Position	**Minimum Direct Salary**
Human Resources Manager	Respondents shall determine this salary
Human Resources Assistant	Respondents shall determine this salary
Office Manager	Year one $62,214 Year two $63,458 Year three $64,727 Year four $66,022
Assistant Project Manager	Year one $72,516 Year two $73,966 Year three $75,446 Year four $76,955
Project Manager	Year one $82,085 Year two $83,727 Year three $85,401 Year four $87,109

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 and accepted by the Port Authority for each employee category. The Health benefits shall be subject to the requirements as set forth below.

1) Health Benefits shall be provided to Full-Time 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 Calculation of Average Hourly Rate Form and accepted by the Authority, 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 shall not be included 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.

As 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 and accepted by the Port Authority, 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 9.

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 or Option 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 accepted by the Port Authority. 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 as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, 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 13. Customer Service Requirements and Customer Well Being 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 contact customers while providing services at the airports. In this regard, the Contractor hereby agrees to observe and comply with the provisions of Exhibit 5 entitled Customer Service Requirements and Customer Well Being Program.

Section 14. Strategic Partnership Measurement Program (SPMP)

Due to the importance of this contract to the Port Authority and to national aviation security in general, quality control must be the cornerstone of this contract. The Port Authority shall closely monitor and audit Contractor compliance with all stated requirements of this Contract. As a strategic partner in securing our airports, however, the Contractor shall also take a proactive role in providing quality control to ensure contract compliance.

In this regard, the Contractor shall establish and maintain an SPMP for this Contract. The SPMP program shall consist of a set of metrics designed to measure the ability of the Contractor to meet the Port Authority's service expectations. As part of the SPMP, the Contractor shall develop an audit function wherein Contractor management/supervision ensures that employees are performing effectively in accordance with the Contract requirements. The results of these audits will provide the primary source information for the SPMP.

The Contractor shall submit to the Port Authority for approval the various performance elements to be reviewed, the measurement criteria to be utilized, the format to be used for documenting the SPMP, and the frequency of audits. Within 30 days of the issuance of this contract, the Port Authority and the Contractor shall mutually agree upon the components of the SPMP that will determine satisfactory performance.

The Contractor shall present the results of their metric analysis to the Manager and the Director of OEM on a quarterly basis (or more frequently if determined by the Port Authority) throughout the term of the Contract. Where the SPMP report reveals areas wherein the Contractor is not in compliance with performance specifications, a corrective action plan shall be required of the Contractor. The corrective action plan shall be presented to the Port Authority within fifteen (15) days of the SPMP review for approval, and shall indicate specific corrective action to be taken regarding the deficiency, the responsible party, and a timeline for completion.

The Contractor and Port Authority shall review the elements and criteria to be measured by the SPMP on an annual basis. The Contractor and the Port Authority shall mutually agree upon changes to the performance elements or the corresponding measurement criteria, if necessary, during the annual review. The goal will be to provide for continuous measurable improvement in contract performance.

The SPMP shall be accomplished as an included cost and shall be at no additional cost to the Port Authority.

This program in no way replaces or reduces Port Authority's right, role and responsibility to manage this Contract. The Port Authority reserves the right to initiate performance measurement and obtain corrective action by the Contractor outside the parameters of this program. The SPMP program is intended to provide a tool whereby the Contractor shall take positive steps in ensuring its own Contract compliance and providing for continuous measurable improvement thereby adding additional value to the Contract and to the Port Authority. The Contractor shall submit a sample of an SPMP they would use for this Contract.

Section 15. Increase/Decrease in Service

A. The Port Authority shall have the right at any time and from time to time in its sole discretion, to increase or decrease the regularly scheduled service hours and days to be provided by the Contractor hereunder. The right of the Port Authority under this paragraph to decrease regularly scheduled hours shall be limited so that no decrease therein shall be made that will result in a schedule which will be reduced more than 50% of the total hours scheduled during the immediately preceding 24 hour period nor increased by 50% of the total hours scheduled during the immediately preceding 24 hour period. In the event the total estimated value of the Contract for the Base Term or any Option or Extension, if taken, is exceeded by 50% or not realized by 50% because of actual quantities differ from the revised estimated quantities, then the Contractor shall be entitled to an equitable adjustment in compensation as determined by the Authority's Director of Procurement. If Port Authority decides to increase or decrease schedule hours as aforesaid it shall give not less than twenty four (24) hours prior written notice to the Contractor to such effect, said changes to be effective upon the date specified in the said notice.

B. The Port Authority shall have the right to temporarily increase or decrease, on at least four (4) hours' notice to the Contractor, the hours previously scheduled to be

provided under this agreement. Any increase in the requirement for Airport Security Agent, Lead Airport Security Agent, Tour Supervisor and Central Security Station Guards due to an increase in hours hereunder shall be limited to a need for a total of forty (40) additional Guards in all categories at JFK and twenty (20) additional Guards in all categories at LGA. Anything less than four (4) hours notice shall be billed at a premium rate no more than for four hours and only for those hours of providing service. When the Contractor is compensated at one point four three seven five (1.4375) times the hourly rate for each category providing service as described in this section, the Contractor must compensate the employee that provided such service at a rate equal to one and one half (1.5) times that employee's direct wage for each hour worked at the escalated billable rate.

C. The Port Authority shall have the right to request, on less than four (4) hours notice to the Contractor, that the Contractor provide Airport Security Agent, Lead Airport Security Agent, Tour Supervisor and Central Security Station Guards hours in excess of those scheduled to be provided at any location on the Facility the Manager requests. The Contractor agrees to use its best efforts to fulfill each such request. Any such hours provided on less than four (4) hours notice, as aforesaid, and only on less then four (4) hours notice, shall be compensated to the Contractor at one and one point four three seven five (1.4375) times the hourly rate in effect at the time and for only those hours of providing such service. If the Contractor is compensated at one point four three seven five (1.4375) times the hourly rate for providing service as described in this section, the Contractor must compensate the employee that provided such service at a rate equal to one and one half (1.5) times that employee's hourly wage for each hour worked at the escalated billable rate.

D. The Project Manager, Human Resources Manager, Human Resources Assistant, Assistant Project Manager and Office Manager, in addition to working the hours outlined above, may be required to render service during emergencies as requested by the Facility Manager at no additional compensation.

E. The Port Authority shall also have the right to request that the Contractor provide Identification Office Specialists hours in excess of those hours previously scheduled to be provided. The Contractor agrees to use its best efforts to fulfill each such request. Any such hours provided on less than four (4) hours' notice, as aforesaid, and only on less then four (4) hours notice, shall be compensated to the Contractor at one and one half times the hourly rate in effect at the time and for only those hours of providing such service. Where overtime (time and one half hours [1.5]) must be paid to the employee by the Contractor for Identification Office Specialists, the Contractor shall be compensated at one point four three seven five (1.4375) times the hourly rate in effect at the time of providing such service. This remuneration shall be passed to the employee in the title.

F. Nothing in this paragraph/section shall obligate or be deemed to obligate the Port Authority to pay at any but the charge established hereunder for any additional Guard Service hours in the Pricing Form, provided with four (4) or more hours' notice to the Contractor.

G. The Port Authority shall have the right to place and relocate guard posts at the Facility from time to time and at any time without prior notice to the Contractor where such placements or relocation of guard posts neither increases nor decreases the Contractor's overall staff at no additional cost to the Port Authority.

Section 16. Manager's Authority

In the staffing of management personnel for the Contract, the Airport General Manager shall have the right to approve or disapprove of individuals under this Contract. The Port Authority's Airport Security Manager shall, at all times, have the authority to request that an Contractor employee be removed from the site or re-assigned to another position based upon job performance or violation of Airport Rules and Regulations or Contract requirements. In the event that the Airport General Manager disapproves of any individual, the Contractor shall substitute said individual with an approved replacement..In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Airport General Manager and shall perform the Contract to the satisfaction of the Airport General Manager at such times and places, by such methods and in such manner and sequence as he may require, and the Contractor's performance shall at all stages be subject to his inspection. The Airport General Manager shall determine the amount, quality, acceptability and fitness of all parts of the Service and shall interpret the specifications and any orders for extra work. Upon request, the Airport General Manager shall confirm in writing any oral order, direction, requirements or determination.

Section 17. The Port Authority's Authority

The Port Authority shall have the overall responsibility for the determination of waiver approvals, any contract revisions, and audit of security standards, security training requirements, uniform standards and contract quality management provisions. The Port Authority shall be responsible for the Contractor Audit Program and the Strategic Partnership Management Program. In addition, the Port Authority shall have responsibility for managing the operational aspects of this contract and the responsibility to ensure that the Contractor is performing its services in accordance with the requirements of this Contract. The Contractor shall take direction from and perform the Contract to the satisfaction of the Port Authority.

Section 18. Space Provided to the Contractor

A. The Port Authority will furnish to the Contractor, subject to space availability, without charge, non-exclusive space at the Facility for office purposes for the employees of the Contractor in connection with its performance of the Services under this Contract (said area hereafter called " the Space"). A men's locker room and a women's locker room will be made available to the Contractor. Limited space may also be provided to the Contractor by the Port Authority, subject to space availability, for storage of the Contractor's equipment, materials and supplies used on the Facility also without charge to the Contractor. Said facilities and/or Space shall be as designated by the Manager and may be terminated and/or changed at any time, and from time to time at his/her discretion. The Contractor shall keep said Space at all times in a clean and orderly condition and appearance and shall repair any damage thereto caused by

the Contractor or its employees. The Contractor must furnish office furniture, supplies, telephone equipment and telephone service for the Space. The Contractor shall pay directly to the supplier thereof for any charges with respect to the use of such phones and other equipment. The Contractor acknowledges that it has examined the Space carefully and hereby accepts the same in its present condition.

B. The Port Authority, its officers, employees and representatives shall have the right, at all times, to enter upon the Space provided the Contractor and any other space used by the Contractor 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 duty which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

Without limiting the generality of the foregoing, the Port Authority shall have the right, for its own benefit, for the benefit of the Contractor, or for the benefit of others at the Airport, to maintain existing and future utility systems or portions thereof on the Space and to enter thereon at all reasonable times to make such repairs, replacements, additions or alterations as my, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood, however, that the foregoing shall not impose or be construed to impose upon the Port Authority any obligation so to construct or maintain or make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

D. The Contractor acknowledges that it has examined the space carefully and hereby accepts the same in its present condition. 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 Agreement or by any acts or omissions of the Contractor, its officers, employees or representatives whether the damage occurs during the course of their employment by the Contractor or otherwise.

E. The Contractor acknowledges and agrees that no relationship of landlord and tenant or licensor and licensee is created or intended to be created hereunder and that the use of any Space or other facilities by the Contractor is merely incident to and dependent upon its operations hereunder as a Port Authority Contractor. Upon the expiration or earlier termination or revocation of this Contract, or upon a change of space or termination of the right to use Space, the Contractor shall promptly vacate the Space and leave the same in the condition existing when it was made available to the Contractor, reasonable wear and tear excepted and remove its equipment, materials, supplies and other personal property from the Space. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, or upon a change of Space or termination of the right to use space, the Port Authority in its sole discretion may dispose of the same as waste material or may remove such property to a public warehouse for deposit or retain the same in its own possession, and 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 to the Port Authority by 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.

F. The Port Authority shall have the right in its sole discretion, from time to time upon twenty-four (24) hours' notice to the Contractor, to furnish one (1) or more additional areas at the Airport to the Contractor for use for the purposes provided for this Agreement, or to withdraw portions of the Space described herein or hereafter furnished. From and after any such notice, the additional or substituted area shall be deemed to be Space under this Agreement, and shall all the terms, provisions, covenants and conditions of this agreement shall apply hereto, a d the Contractor shall operate on the additional or substituted area or cease operations on the withdrawn area, as the case may be, all in accordance with such notice. The Port Authority shall have the right to substitute different building Space at any time and from time to time, for the storage, locker and office purpose stated above, and shall pay the expense of removal to such different space.

G. In the Space only, the Port Authority will provide, by using existing facilities, only electricity in reasonable quantities for lighting and the energizing of business machines, heating to a reasonable comfortable temperature during business hours on business days from November to May, and air-conditioning to the extent existing facilities are capable of supplying the same. Not withstanding the foregoing, the Port Authority shall not be obligated to furnish any electricity hereunder if the Contractor shall be in default hereunder. The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefore shall be prohibited or rationed by any federal, state or municipal law, rule regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such a law, rule regulations, requirement, order or direction may not be mandatory on the Port Authority as a public agency. No failure, delay or interruption in supplying agreed service (whether or not a separate is made therefore) shall be or be construed to be grounds for any claim by the Contractor for damages, consequential or otherwise.

H. The Contractor shall not perform any maintenance or repairs, nor erect any structures, make any improvements or do any other construction work on the Space provided to the Contractor hereunder or elsewhere at the facility or alter, modify or make additions or repairs to or replacements of any existing structures or improvements, or install any fixtures (other than trade fixtures, removable without injury to the space) without the prior written approval of the Port Authority and in the event any construction, improvements, alterations, modifications, additions, repairs or replacements are made without such approval, then upon notice so to do, the Contractor will remove the same, or at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Contractor to

comply with such notice, the Port Authority may effect the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand.

Section 19. Parking for Contractor Employees.

Parking for vehicles of the Contractor's employees while actually on duty under the Contract may be made available at the Facility by the 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.

At LGA, bus service from the employee parking lot to assigned work areas is provided by the LaGuardia Airport Airlines Management Council at a cost of approximately $30 per month per employee.
Parking is available at JFK.

Section 20. Holidays

No additional compensation is provided hereunder for services provided on holidays.

Section 21. Non-Performance of Services

All assigned Contractor personnel shall perform duties, as shall be established from time to time by the Manager, consistent with the terms and provisions hereof. The Contractor shall provide the Guard Service at such times and places and in such a manner as the Manager shall direct or approve in accordance with the terms and provisions hereof. The Contractor shall immediately, upon the direction of the Manager correct all matters, which shall have been determined by the Manager to be unsatisfactory hereunder.

Section 22. 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 language 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 - $ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 25 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 & NJ and its wholly owned entities, their commissioners, directors, officers, partners, employees and agents 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 ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self insurance maintained by the above additional insureds shall not contribute to any loss or claim. 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.

Fidelity Coverage - The Contractor shall take out, maintain and pay the premiums on a Comprehensive Dishonesty, Disappearance and Destruction Policy including but not limited to employee dishonesty coverage, loss inside the premises coverage, loss outside the premises coverage and depositors forgery coverage in limits of not less than $2,000,000. per occurrence. The Port Authority of NY & NJ shall be named as a loss payee.

Each policy above shall contain an endorsement 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#3659N**

Section 23. Gratuities

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.

Section 24. 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 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 the Federal

Airport Aid shall take any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under the Contract, the Contractor will promptly comply therewith as the time or times, when and to the extent that the Port Authority may direct.

Section 25. Vehicles for the Guard Transportation Service

A. The Contractor, in connection with the furnishing of Guard Service, shall provide vehicular transportation services for the purposes of transporting Contractor personnel among their work sites on the Airport and carrying out all other functions and obligations of the Contractor in performing the Guard Service hereunder (said vehicular transportation service being hereinafter called "the Guard Transportation Service"). No monetary compensation shall be given for the transportation of security guards. The vehicles to be utilized in the Guard Transportation Service shall consist of vans and four wheel drive vehicles meeting the specifications and equipped as set forth in Exhibit 3 titled "Vehicle Specifications" attached hereto and made a part hereof, which vehicles shall at all times be used exclusively in and shall be devoted solely to the Guard Transportation Service hereunder. All vehicles shall be not less that 3 model years old at any time during service under this Contract. Minor deviations from the Vehicle Specifications which do not affect the performance or capabilities of the vehicle may be permitted, at the discretion of the Manager. The foregoing vehicles are collectively referred to as "the Guard Service Fleet" and individually referred to as "a Guard Service Vehicle". All vehicles in this Contract shall be capable of meeting the requirements necessary to satisfactory perform its required services. All vehicles shall be maintained and serviced to specifications attached as Exhibit 3 in this Contract unless advised by the Port Authority. The Guard Transportation Service shall be conducted and the Guard Service Fleet shall be available at all times that Guard Services are provided hereunder and shall be provided as necessary or desirable in the opinion of the Manager from time-to-time for the performance of the Guard Service under the Contract. All Guard Service Vehicles shall be kept in good working order including appearance.

B. At the commencement of each Option Period, if any, the Manager shall determine whether a vehicle meets the requirements set forth above. Any vehicle deemed unacceptable shall be replaced by the Contractor at no additional costs to the Port Authority.

C. Parking for Guard Service Vehicles will be provided at the Airport, at no charge, at such locations as may be designated from time-to-time by the Manager. Any Guard Service Vehicle which at any time is not in use or on duty shall be parked on the Airport and subject to call at such locations as may be designated from time-to-time by the Manager.

D. The maintenance, repair and cleaning of all Guard Service Vehicles shall be accomplished as expeditiously as possible in order to return the vehicle to duty as quickly as possible. Except for fueling the vehicles or as otherwise directed or permitted by the Manager for the performance of the Guard Service hereunder, no Guard Service Vehicle shall be removed from the Airport and each Guard

Service Vehicle shall be used only and exclusively for providing the Guard Service under this Contract. All vehicles shall be maintained to manufacturer's specifications.

E. The Contractor shall register each Guard Service Vehicle under the laws of the State of New York and shall comply with all New York State and other laws, rules and regulations applicable to the operation thereof. All vehicles shall have commercial license plate designations, except as otherwise approved by the Airport Manager.

F. In the event that any Guard Service Vehicle is damaged or is in need of repair and such repairs can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repair and provide a replacement vehicle in lieu of such Guard Service Vehicle, a vehicle of substantially the same carrying capacity, style and type as the one being repaired, which vehicle shall be adequately equipped for such service and shall be subject to the prior approval of the Manager.

G. In the event, at any time during the term of this Contract, a Guard Service 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 Guard Service Vehicle. In the event of such permanent removal, 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.

H. Any Guard Service Vehicle which, in the opinion of the Manager, fails to meet the requirements as herein set forth shall immediately, upon his oral direction, be removed from service and another vehicle shall be immediately substituted for the vehicle removed. Except as otherwise provided herein, the defective condition shall be repaired or corrected immediately and the vehicle shall be returned to service.

I. 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 Manager with respect to the operation of the Guard Service Fleet. 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 Guard Service Fleet hereunder.

J. In the utilization of the Guard Service 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 Guard Service vehicles.

K. GPS Tracking: All vehicles under this contract must be equipped with Global Positioning Satellite (GPS) technology in order for both the Contractor and the Authority to track the equipment with a tracking period of no less than every 15 seconds. Tracking shall be web based and access password protected. Such equipment will be maintained in good working order at all times.

L. 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 Guard Transportation Service hereunder including, but not limited to, purchase, repair, replacement, painting, oil, license fees and insurance, shall be borne by the Contractor and without compensation or reimbursement from the Port Authority except as such is contained in the Monthly Charge per vehicle payable to the Contractor hereunder.

M. The Contractor shall obtain and affix to all service vehicles "PONYA" or "PAMVA" plates for JFK Airport and LGA Airport at no additional cost to the Port Authority. The Port Authority does not charge the Contractor to obtain PONYA or PAMVA plates.

Section 26. Scheduling - Time Sheets and Records

A. Effective upon the commencement of the Contract and every week thereafter during the term of the Contract, the Contractor shall submit to the Port Authority a schedule one week in advance of the date of performance of Guard Service duties showing the names of all personnel to be assigned to the Facility, the dates they are to work, and the shifts and posts to which they are to be assigned and their scheduled meal and relief periods during each week or portions thereof that the Contract is in effect. Port Authority shall be advised of any changes which are made to this schedule, as soon as they are known. The Contractor's schedule, as approved by the Manager, shall be strictly adhered to. Post coverage is to be continuous during the hours specified.

B. The Contractor shall maintain accurate daily attendance records for all employees including Project Manager, Assistant Project Manager, Human Resources Manager, Human Resources Assistant, the Office Manager, each Secretary/Clerk, Tour Supervisor, Central Security Station Guard, Identification Office Specialist, Lead Airport Security Agent, and the Airport Security Guards and submit the same to the Facility Manager on a daily basis.

C. Schedules will be developed by the Contractor by tour and post and will ensure that without the prior approval of the Facility Manager, no Airport Security Guard will be scheduled for the same post on a routine basis. Schedules will be provided to the Facility Manager and posted at least one week in advance. The Contractor shall computerize all Tour Supervisors and Airport Security Guard schedules.

D. The Contractor must utilize a time clock, or its approved equivalent, to verify hours worked and ensure wages and benefits are paid to all employees. Each employee will be required to utilize this time clock when beginning and ending work. Schedules and timesheets will be required to be retained by the Contractor for a period of no less then three (3) years after the termination of this Contract and shall be produced to the Port Authority upon request.

E. Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift. The Contractor shall provide relief, meal breaks and shift changes without any interruption in post coverage as required.

Section 27. Position Duties

Under the terms and conditions of the Contract, the Contractor shall supply the following positions: Airport Security Agent, Lead Airport Security Agents, Central Security Station Guards, Identification Office Specialists, Tour Supervisors, Office Manager, Human Resources Manager, Human Resources Assistant, Assistant Project Manager and Project Manager in accordance with the following whose functions shall be carried out in accordance with all applicable sections of the Customer Service Airport Standards Manual. Note that all management positions must be available at all times. The Port Authority shall have the right at any time and from time to time in its sole discretion, to increase or decrease the regularly scheduled service hours and days to be provided by the Contractor hereunder.

A. Airport Security Agent Duties

The Contractor's Airport Security Agents shall perform Guard Services at all parking lots, aeronautical guard access areas, construction sites, fire watch and other posts and other areas as shall be directed by the Manager from time to time. Their duties shall include but shall not be limited to, the following:

1) Observing and report suspicious activity and behavior to the Port Authority Police.
2) Protecting the areas to which they are assigned.
3) Enforcing rules and regulations as set forth by the Port Authority in the Airport Security Agent manual, General Manager bulletins, etc.
4) Familiarizing themselves with all post orders.
5) Immediately report any fires to the Port Authority Police.
6) Maintaining an operationally efficient post and helping people who require assistance or information provided doing so does not distract from or prevent successful completion of security services.
7) Supervising and ensuring compliance with Port Authority and federal rules and regulations regarding the identification of personnel and vehicles accessing the AOA.
8) Conducting vehicle inspections as required.
9) Immediately report to the Port Authority Police any unauthorized individuals attempting or having gained access to the facility without required authorization.
10) Directing traffic at post as required.
11) Providing construction escort services as required.

12) Conducting periodic inspections of all contractor work areas at designated times to ascertain compliance with security procedures .
13) Reporting unclaimed or unattended property to the Port Authority Police.
14) Making full reports to supervisors of all unusual circumstances.
15) Protecting Sensitive Security Information in accordance with the Information Security Handbook.
16) Continual performance of normal and additional assigned job duties during emergencies as directed by the Port Authority.
17) Screening and/or log persons and or vehicles seeking access to restricted areas of the Facility.
18) Reporting to appropriate parties such as Contractor Supervisor, Port Authority Manager, etc: hazardous conditions such as but not limited to ice, snow conditions, holes in fences, defective lighting and/or light outages, opened, unlocked or broken gates and sounding of alarms
19) Responding to and investigate door alarms at specific terminals and other facilities
20) Assisting the Port Authority Police by rendering aid to persons in public areas at the Facility when required until the arrival of medical assistance. Respond to and assist in situations involving fires, explosions, bomb threats, floods, crowd control and all other types of unspecified emergencies.
21) Reporting vehicle and patron accidents to the Police Desk. Prepare handwritten reports as required.
22) Maintain a log of activity occurring during the tour making particular note of unusual incidents or activity.
23) Monitoring vehicles and personnel in secured/restricted areas.
24) In the event of a vehicle fire, after notification of the incident to the Police Desk, utilizing vehicle fire extinguishers and other available equipment pending the arrival of emergency equipment of NYFD.
25) Airport Security Agents are required to report for duty 30 minutes prior to their assigned tour in order to stand roll call.
26) Performing all other specific responsibilities and duties as required by the Manager.
27) Responding to door alarms, investigate and resolve condition and report disposition to the SOC.
28) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authorirty approved manner .

B. Lead Airport Security Agents Duties

1) The Lead Airport Security Agent shall perform all ASA duties listed above
2) Reporting to the Tour Supervisor, Lead Airport Security Agents shall provide operational and directional support for the Airport Security Agents posted throughout the airport.
3) Lead Airport Security Agents shall work on a rotating tour (24/7) basis.

4) Perform all other specific responsibilities and duties as required by the Manager.
5) Lead Airport Security Agents shall report for roll calls as prescribed for Airport Security Agents.
6) Fire Safety Director for Building #14 at JFK Airport, Central Security Station Guard Duties
7) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authorirty approved manner .

C. Central Security Station Guard Duties

1) Reporting to the Tour Supervisor, Central Security Station Guard shall monitor and staff the Security Operations Center (SOC) in Bldg. 145 at JFK and the Central Terminal Building at LaGuardia. (The SOC will be responsible for monitoring all aspects of the Computerized Access Control Security System (CACS), which will include the resolution of alarms, and the monitoring of all CCTV installation and recording devices associated with such installation.)
2) Assessing all intrusion alarms displayed/annunciated at the GSRCDW utilizing closed circuit television.
3) Relaying information to appropriate Police and airport security staff, as appropriate, for proper response and mitigation of alarm conditions.
4) Monitoring door alarms and dispatch security guards to respond to, investigate and respond to the alarms and to record such.
5) Central Security Station Guard shall monitor these systems electronically, record maintenance issues and provide information as required.
6) Providing follow up alarm resolution and record keeping functions as appropriate.
7) Monitoring and operate appropriate radar systems.
8) Monitoring CCTV.
9) Performing ID card revocations.
10) Monitoring radar system.
11) Performing administrative functions relating to the radar and other security systems including, but not limited to, generation of ancillary reports and other items as required.
12) Maintaining a log of activity occurring during the tour, making particular note of unusual incidents or activity.
13) Tracking and documenting rogue alarm activity looking for patterns and/or repeat activity as directed by the Manager.
14) Observing and report suspicious activity and behavior to the Port Authority Police.
15) Protecting the areas to which they are assigned.
16) Enforcing the rules and regulations as set forth by the Port Authority in the Airport Security Agent manual, General Manager bulletins, etc.
17) Familiarizing themselves with all post orders. 18) Immediately report fires to the Port Authority Police.

19) Supervising and ensure compliance with Port Authority and federal rules and regulations regarding the identification of personnel and vehicles accessing the AOA.
20) Immediately report to the Port Authority Police any unauthorized individuals attempting or having gained access to the facility without required authorization.
21) Conducting periodic inspections of all areas at designated times to ascertain their security.
22) Making full reports to supervisors of all unusual circumstances.
23) Protecting Sensitive Security Information in accordance with the Information Security Handbook.
24) Continual performance of normal and additional assisgned job duties during emergencies.
25) Reporting to appropriate parties such as Contractor Supervisor, Port Authority Manager, etc: hazardous conditions such as but not limited: ice, snow conditions, holes in fences, defective lighting and/or light outages, opened, unlocked or broken gates and sounding of alarms.
26) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authorirty approved manner .
27) Central Security Station Guard shall report for duty 30 minutes prior to their assigned tour in order to be briefed by departing personnel in the SOC.
28) Central Security Station Guard perform other specific responsibilities and duties as required by the Manager.
29) A desired experience with operating large computer systems or montoring access control and CCTV systems.

D. Identification Office Specialists (IOS) Duties:

1) Reporting to the Tour Supervisor, Identification Office Specialists shall assist Port Authority staff with the issuance of Airport ID Cards to JFK and LGA employees authorized to receive them.
2) Verifying the authenticity of identity documents
3) Printing/Creating Airport ID Cards only after approval is given by Port Authority Staff
4) Following Port Authority procedures for ID Card processing and issuance
5) Reviewing all security identification applications for appropriate written documentation as set forth in the Port Authority Issuing Officer guidelines.
6) Performing fingerprinting.
7) Operating computer equipment and specialized software
8) Maintaining a current list of all active Airport Security Identification Display Area (SIDA) trainers, and assisting them as required by the Manager.
9) Verifying all SIDA certificates.

10) Assisting other contract trainers in the preparation and follow ups required for the SIDA courses at JFK.
11) Handling all administrative tasks as required by the Manager.
12) Observing and report suspicious activity and behavior to the Port Authority Police.
13) Protecting the areas to which they are assigned.
14) Enforcing rules and regulations as set forth by the Port Authority in General Manager bulletins, etc..
15) Familiarizing themselves with all orders.
16) Instantly reporting any breaches or fires to the Port Authority Police.
17) Maintaining an operationally efficient post and help people who require assistance or information provided doing so does not distract from or prevent successful completion of security services.
18) Supervising and ensuring compliance with Port Authority and federal rules and regulations regarding identification of personnel and vehicles accessing the AOA.
19) Immediately report to the Port Authority Police any unauthorized individuals attempting or having gained access to the facility without required authorization.
20) Conducting periodic inspections of all areas at designated times to ascertain their security and safety.
21) Reporting unclaimed or unattended property to the Port Authority Police.
22) Making full reports to supervisors of all unusual circumstances.
23) Protecting Sensitive Security Information in accordance with the Information Security Handbook.
24) Continual performance of normal and additional assigned job duties during emergencies.
25) Reporting to appropriate parties such as Contractor Supervisor, Port Authority Manager, etc.: hazardous conditions such as but not limited; ice, snow conditions, holes in fences, defective lighting and/or light outages, opened, unlocked or broken gates and sounding alarms.
26) Assisting the Port Authority Police by rendering aid to persons in public areas at the Facility when required until the arrival of medical assistance. Respond to and assist in situations involving fires, explosions, bomb threats, floods, crowd control and all other types of unspecified emergencies. Report vehicle and patron accidents to the Police Desk. Prepare handwritten reports as required. Maintain a log of activity occurring during the tour making particular note of unusual incidents or activity.
27) Identification Office Specialists are required to report for duty 30 minutes prior to their assigned tour and, if required, stand roll call unless directed by the Manager.
28) Perform all other specific responsibilities and duties as required by the Manager.

E. Tour Supervisor Duties

The Contractor shall provide two (2) Tour Supervisors, at both JFK and LGA, 24 hours a day, 7 days a week, 365 days a year (366 days in leap year) at the Facility. The Tour Supervisors will be scheduled to work 250 8-hour work days. The Tour Supervisors will have direct supervisory responsibilities and will serve as the Contractor's representative at the Facility for the purpose of assisting the Contractor's Project Manager in fulfilling their responsibilities as outlined above. The Port Authority will pay only actual hours worked by this job classification.

The duties and responsibilities of the Tour Supervisor, in addition to those set forth above will include, but not be limited to the following:

1) Acting on behalf of the Project Manager in his/her absence.
2) Directing supervisory responsibility of Airport Security Agents on post.
3) Transmitting information between Guards on post, the Port Authority Lead Airport Security Agents, Central Security Station Guards, Identification Office Specialists, Security Manager and the Port Authority Police.
4)
5) Maintaining guard lateness files.
6) Making arrangements to replace guards who must leave their post.
7) Preparing and attend roll calls.
8) Contacting guards for work assignments.
9) Maintaining daily logs of unusual incidents and requests for service.
10) Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
11) Reviewing written reports, including Breach-of-Rules, prepared by personnel for clarity, consistency and accuracy.
12) Issuing equipment to guards and maintain records of same.
13) Be readily available to the Manager for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
14) Maintaining continuing contact with all guards on duty.
15) Ensuring that all posts are properly covered and equipped.
16) Reviewing each guard's log book for conformity as directed by the Manager and sign such in red ink. Must include date and time.
17) Providing, maintaining and filing approved sign-in sheets of each tour at the end of each shift.
18) Reviewing electronic time-card records for accuracy
19) Conducting door breaches at the International Facility to test systems and guard response.
20) Preparing a written report of each tour at the end of each shift as required.
21) Dress in uniform at all times while on duty.
22) Act as Fire Safety Director for Building #14 at JFK Airport. "In line with this duty, the Tour Supervisor must possess an NYC Certificate of Fitness, 3RCNY, Section 6-01 for Fire Safety Director.

The Contractor shall also provide a Tour Supervisor (5) days a week, Monday through Friday 8:00 a.m. through 4:00 p.m. at JFK and Monday through Friday, 8:30 a.m. through 4:30 p.m. at LGA or as required by the Manager to oversee the Contractor staff assigned to the Security Identification Card Office at both JFK and LGA. The duties and responsibilities of this Tour Supervisor, in addition to those set forth above will include but are not limited to the following:

1) Supervising all IOS personnel, including the review of all time sheets and disciplinary action.
2) Assisting Port Authority Staff with required aspects of the Breach of Rules Program.
3) Following and implementing all directions from Port Authority supervisory staff in the areas of the Security Identification Card Office, Breach of Rules Program, Challenge Program (Bogus Bob/Babs) and SIDA training Programs, and overseeing personnel assigned to these areas from the Contract.
4) Reporting to and taking directions from the Port Authority and Contractor Project Manager and /or Assistant Project Manager

F. Zone 3 Construction Tour Supervisor

The Contractor shall also provide a Tour Supervisor five (5) days a week, Monday through Friday 7:00 a.m. through 3:00 p.m. at JFK or as required by the Manager to oversee contractor staff assigned to construction work on the Air Operations Area.

The duties and responsibilities of the Construction Tour Supervisor, in addition to those set forth above will include, but not be limited to the following:

1) Directing supervisory responsibility of Airport Security Agents on construction posts.
2) Making arrangements to replace guards who must leave their post.
3) Making arrangements for extra guards as needed per instruction by Port Authority management.
4) Preparing and attend roll calls for construction ASAs.
5) Contacting construction guards for work assignments.
6) Maintaining daily logs of unusual incidents and requests for service.
7) Construction Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform associated administrative duties.
8) Reviewing construction security written reports, including Breach-of-Rules, prepared by personnel for clarity, consistency, and accuracy.
9) Issuing equipment to guards and maintain records of same.
10) Be readily available to the Manager or his/her designee for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of construction security services under the Contract.
11) Coordination of security requirements with the Operations Supervisor to conform with the needs of all AOA construction activities.

12) Supervising and maintaining continual communication contact with Construction Lead and ASAs.
13) Maintaining continuing contact with all ASAs on construction duty.
14) Ensuring that all posts are properly positioned and equipped.
15) Reviewing each construction ASAs activity sheet and vehicle assignment sheet for conformity as directed by the Manager or his/her designee and sign each in red ink and include date and time.
16) Providing, maintaining and filing approved sign-in sheets of each tour at the end of each shift.
17) Preparing a written report of each tour at the end of each shift as required.
18) Dressing in Tour Supervisor uniform at all times while on duty.
19) Never abandon posted position.

G. Reserved

H. Office Manager Duties

The Contractor shall provide one (1) Office Manager at JFK and one (1) Office Manager at LGA five (5) days a week, Tuesday through Saturday during the hours of 8:00 a.m. to 5:00 p.m. The Office Manager will report to the Project Manager and will have direct responsibility for all office and clerical related functions. The duties and responsibilities of the Office Manager will include, but are not limited to the following:

1) Directing responsibility for the supervision of all Clerical/Secretarial staff.
2) Maintaining all tasks relative to the unarmed guard schedules, including overtime control, vacations, roll call changes and preparation of circulated schedules.
3) Supervising daily contract hour reconciliation with designated Port Authority staff.
4) Providing, maintain and file approved sign-in sheets for each tour at the end of each shift.
5) Preparing a written report including a daily log, of each tour at the end of each shift as required.
6) Issuing uniforms and maintain records of same. Track inventory and obtain approval from Project Manager to re-order when necessary.
7) Dressing in business attire at all times while on duty.

I. Assistant Project Manager Duties

The Contractor shall provide one (1) Assistant Project Manager at JFK, five (5) days a week, Sunday through Thursday during the hours of 10:00 a.m. to 7:00 p.m. and one (1) Assistant Project Manager at LGA five (5) days a week, Wednesday through Sunday during the hours of 10:00 a.m. to 7:00 p.m. The Assistant Project Manager will assist the Project Manager in connection with the performance of the Guard Service and will perform duties, which will include but are not limited to:

1) Directing supervisory responsibility of the Tour Supervisor.

2) Acting on behalf of the Project Manager in his/her absence.
3) Monitoring and act upon all attendance and disciplinary issues.
4) Administering a driver safety/awareness program, including all related training.
5) Preparing all weekly summary reports required for the operation, including but not limited to post incident reports and daily total guard hours.
6) Maintaining all post orders in a central file and ensure that posts have copies of these orders at all times.
7) Conducting specialized security training required by the Manager.
8) Establish performance measures for the service provided under this Contract and other means to ensure productivity and overall effectiveness.
9) Attending daily briefings with the Port Authority and provide updates on all posts and communicate any issues, problems or concerns including the number of ASA on post and the number of relief ASA as required.
10) Recommending enhancements to policy and procedures.
11) Supervising the appropriate use of the Electronic Guard Tour Monitoring System (EGTMS) that is now in place at the Facility for guards assigned to Building #14, 141, Terminal 5, and other buildings deemed necessary by the Manager, as well as the Parking Lots. Monitor and prepare daily reports relating to EGTMS as directed by the Manager. Such reports will be in a format prescribed by the Port Authority.
12) Be available on call twenty-four (24) hours a day, to assist, and advise the Manager on the operations of the Contract hereunder.
13) Dressing in business attire at all times while on duty.

J. Project Manager Duties

The Contractor shall provide one (1) Project Manager at JFK and one (1) Project Manager at LGA five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. The Project Manager will perform duties, which include but are not limited to the following:

1) On behalf of the Contractor, handle the administration of this Contract, carry out the directions of the Manager, and meet and communicate with Port Authority representatives from the Facility from time to time as required.
2) Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
3) Represent the Contractor at meetings at the Facility, as may be directed by the Manager, which concern the operations of the Contractor under this Agreement.
4) Be available on call twenty-four (24) hours a day, to assist, and advise the Manager on the operations of the Contract hereunder.
5) Preparing written reports that may be required by the Manager.
6) Performing or cause to be performed off-hour inspections as required by the Manager.

7) Overseeing all office operations.
8) Be readily available to review compliance and take direction regarding the performance of services under the Contract by the Manager.
9) Recommending enhancements to policy and procedures
10) Reviewing time-clock or Electronic Guard Tour Monitoring System (EGTMS) records.
11) Reviewing written reports, including Breach-of-Rules, prepared by personnel for clarity, consistency and accuracy.
12) Dressing in business attire at all times while on duty.

Without limiting the generality of any other term or provision hereof, the Project Manager shall not perform any Airport Security Agent, Lead Airport Security Agent, Central Security Station, or Identification Office Specialists duties or act as relief for these positions noted hereunder at any time.

Note: The cost of the Airport Project Manager, other salaried and Non-hourly employees working under this contract and vehicles, shall be included as part of the Management Fee.

K. Human Resources (HR) Manager Duties

The HR Manager shall work five (5) days a week Monday through Friday during the hours of 7:00 a.m. to 4:00 p.m. The Authority will compensate the Contractor at most an eight-hour workday. The HR Manager will perform duties; which include but are not limited to the following:

1) Ensure all Security Officers assigned are in compliance with all security laws and licensing requirements.
2) Act as a Liaison with State agencies that enforce those laws.
3) Responsible for coordinating and/or conduct all training as it relates to licensing issues and contract compliance.
4) Investigating and preparing fair and objective reports/recommendation as it relates to major disciplinary issues.
5) Preparing, submitting legal documents and testifying for all New Jersey/New York State Unemployment claims.
6) Preparing and submit legal documents for all New York State Disability claims.
7) Conducting and prepare training segments as required by the contract or company policy (Leadership, Barrier Training)
8) Acting as the Liaison with Unions regarding many topics to include training, discipline, healthcare and dues deductions.
9) Reviewing personnel folders for new hires.
10) Organize and prepare information relative to the required training classes.
11) Reviewing/updating and submitting all Purchase Order requests for uniform orders.
12) Reviewing and submitting all Employee Status information.
13) Reviewing Personnel Reports from Project Managers.
14) Maintaining tracking system for uniform purchase and issue.
15) Supplying report of uniform distribution to Manager .

16) Reviewing for updates on policies and procedures.
17) Monitoring and projecting staffing needs in order to ensure cost effectiveness.
18) Maintaining and monitoring all employee database information including, personnel information and staff deficiencies. As directed, provide such information to the Manager.
19) Maintaining all personnel files
20) Maintaining all guard lateness and disciplinary files.
21) Preparing schedules one week in advance for JFK and LGA and make available to the Port Authority upon request.
22) Handling all other Human Resource issues and report to the Project Manager regarding same.

Knowledge, Skills, and Abilities

1) Knowledge of New York Security Laws.
2) Familiar with dealing with Collective Bargaining Agreements.
3) Ability to write and investigate incidents and issues.
4) Ability to speak in front of large crowds.
5) Ability to work independent with minimal supervision.
6) Familiar with Disability – Unemployment process.
7) Ability to multi-task.
8) Ability to identify qualified persons for employment.
9) Knowledge of MS Office.

Minimum Qualifications

1) NY Security Instructor Certification preferred.
2) Experience in Problem solving.
3) H/S Graduate.
4) Labor organization background.

L. Human Resources Assistant Duties

The Human Resources Assistant shall work five (5) days a week Monday through Friday during the hours of 7:00 a.m. to 4:00 p.m. The Authority will compensate the Contractor at most an eight-hour workday. The Human Resources Assistant will perform duties which include, but are not limited to the following:

1) Compiling all required documents for new hire folders.
2) Interviewing and scheduling candidates for training.
3) Verifying previous/current employment.
4) Reviewing applications and resumes submitted via website.
5) Registering new hires with New York once they have received their schedules.
6) Ensuring all Security Officers assigned are in compliance with all security laws and licensing requirements in New York.
7) Maintaining site rosters.
8) Serving as backup to HR Manager in his/her absence.
9) Reviewing and calculating vacation requests.
10) Reviewing personal/sick day requests
11) Maintaining spreadsheet of all terminations and/or inactive employees.

12) Maintaining spreadsheet of all applicants that failed to meet requirements (in case they reapply at a later date their documents will be easily found).

Knowledge, Skills, and Abilities

1) Knowledge of New York security guard laws.
2) Ability to write and speak English.
3) Ability to work independent with minimal supervision.
4) Ability to multi-task .
5) Ability to identify qualified persons for employment.
6) Knowledge of MS Office.

Minimum Qualifications

1) Experience in Problem solving.
2) H/S Graduate.
3) Exceptional Organizational Skills.
4) Ability to work with little or no supervision.

Section 28. Security Requirements

In addition to all other provisions of this Contract relating to security requirements, all personnel assigned by the Contractor and/or Subcontractor to provide services on about the facilities under this Contract must successfully complete, initially and continually, the background investigation, training and testing required to receive a Port Authority Airport ID Card with appropriate privileges as required by TSR 1542 and Port Authority rules, policies and procedures pertaining to security. Personnel assigned by the Contractor and/or Subcontractor must have in their possession at all times while providing services on about the facilities under this Contract their company ID card and approved Port Authority Airport ID Card.

The Port Authority may impose, increase and/or upgrade security requirements for the Contract, Subcontractors and their staff during the term of this Contract to address changing security conditions and/or new governmental regulations.

Section 29. Contractor Requirements Regarding Position

A. Airport Security Agent

1) The Contractor is aware that relief personnel are required for this position; such personal will be provided at a ratio of no less than one to six unless approved by the Manager; downtime may be assessed for deficiencies.
2) All uniformed Airport Security Agents shall be neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
3) Airport Security Agents shall adhere to the uniform specifications (Exhibit 4) while on duty (unless documented medical issues require otherwise).
4) Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
5) To be certified as guards by New York State.

6) To be certified by New York City Fire Department (FDNY) as fire watch and provide fire watch coverage as required by the Manager.

B. Lead Airport Security Agent

1) The Contractor is aware that relief personnel are required for this position.
2) The Contractor will require the Lead to supervise no more than twenty (20) ASA during any period, unless otherwise approved by the Manager.
3) Lead Airport Security Agents shall have a minimum of one-year full time experience as an Airport Security Agent under this Contract or similar position.
4) Lead Airport Security Agents must be in the designated area of oversight at all times in order to monitor Airport Security Agents activity.
5) Lead Airport Security Agents shall comply with all requirements of the Section of the Contract entitled "Tours of Duty" that apply to the Lead Airport Security Agents.
6) Lead Airport Security Agents shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
7) Lead Airport Security Agents must possess a NYC Certificate of Fitness, 3RCNY, Section 6-01 for Fire Safety Director duties.

C. Central Security Station Guard

1) Only personnel approved by the Port Authority and fully trained in the operation
and activities associated with the functions of this position may perform the function of the Central Security Station Guard.
2) The Contractor should be aware that relief personnel may be needed for this position and only Central Security Station Guard qualified and approved staff may perform the relief function of this position.
3) All requirements outlined in the Section of the Contract entitled "Tours of Duty" apply to the Central Security Station Guard.
4) Central Security Station Guard shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
5) Central Security Station Guard shall dress in proper uniform at all times while on duty.
6) Central Security Station Guard Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
7) The Central Security Station Guard must be on his/her post at all times twenty-four hours a day, seven days a week.

D. Identification Office Specialists

1) Only approved by and fully trained staff may perform the function of Identification Office Specialist.
2) All requirements outlined in the Section of the Contract entitled "Tours of Duty" apply to Identification Office Specialists.

3) Identification Office Specialists shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
4) Identification Office Specialists shall dress in proper uniform at all times while on duty.
5) Identification Office Specialists shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
6) The Contractor is aware that relief personnel may be needed for this position.
7) Identification Office Specialists must be on their posts at all times.

E. Reserved

Section 30. Tours of Duty

A. The Contractor will be responsible for transporting guards from the roll call area on the Airport to their assigned posts at the start of the tour and returning them at the end of the tour. Post coverage is to be continuous during the hours specified.

B. A regular 8-hour tour for a guard shall include a minimum of a 30 minute meal period. Post coverage is to be continuous during those hours. All Contractor's employees assigned to duty at the Facility will report to the roll call area for duty 30 minutes prior to each assigned tour for the purpose of tour roll call unless otherwise directed by the Airport Manager. All employees must sign in at the onset of each tour and sign out at the completion. Sign-in and sign-records out (or its approved equivalent) must be made available to the Airport Manager. The Tour Supervisor or his/her authorized representative will conduct roll call, which shall include but not be limited to, a daily briefing, personal appearance inspections and dispatching of Contractor's employees to their assigned posts. Roll call time 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 the required Average Hourly Wage and Supplemental Benefits set forth in the pricing sheets and accepted by the Port Authority. Each guard will receive an additional twenty (20) minutes of relief time during each 8-hour tour. The 20 minutes is not to be scheduled in conjunction with the 30 minute meal period, except as approved by the Manager. Guards shall be relieved from duty during lunch and relief periods and will not be permitted to take these breaks on post. Meal and relief 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 required Average Hourly Wage and Supplemental Benefits, meal and relief period hours will not be considered hours worked; however, wages paid for such periods will be considered in such computation.

C. No guard shall be on duty for more than eight (8) hours of post coverage within a 24-hour period, except in the case of an emergency situation, nor shall any guard be scheduled for more than (40) hours of duty per week. In the event, however, that such personnel are on duty beyond that time, the Contractor shall be responsible for all overtime payments without compensation from the Port Authority, if applicable, except as provided for in Section 11 of the Contract.

D. No guard shall be on duty for more than twelve (12) hours in a 24-hour period except in the case of an emergency situation, as declared by the Manager. In these cases, however, the guard's tour may not exceed more than sixteen (16) hours in a 24-hour period. Under no circumstances will a guard operate vehicles required under the Contract for more than eight (8) hours in any twenty-four (24) hour period.

The driving applies to posts where vehicles are used. Let's say a guard is working as a rover in the Green parking garage and is assigned for the post for 8 hours. Now the guard that was supposed to relieve him/her calls in sick at the last minute. In this case, the guard service contractor would not be able to hold over the current guard beyond the 8 hours because the post requires that he/she operate a vehicle. This safety measure is to ensure that a fresh person is operating the vehicle.

E. Notwithstanding any other term or provision hereof, the Contractor's personnel shall not leave their posts unattended, at any time, unless instructed to do so by the Manager and unless relief is supplied.

Section 31. Schedule of Guard Service

A. JFK

1) The Contractor shall furnish the Guard Service at the Facility by staffing for Airport Security Agent (to include construction and fire watch posts), Lead Airport Security Agent, Central Security Station ("CSS"), and Identification Office Specialist ("IOS") posts on the Facility as designated by the Manager, Manager, Airport Security or his/her designee on a 24 hour per day, 7 day per week, 365 day per year (366 days during leap year) for basis as follows:

Hours of Tour	Tour Sup Posts	ASA Posts	Lead ASA Posts	CSS Posts
Midnight-8 a.m.				
8 a.m. – 4 p.m.				
4 p.m. - Midnight				
Construction Positions				
Midnight – 8 a.m.				
8 a.m. – 4 p.m.				
4 p.m. – Midnight				

2) The Contractor shall furnish the Guard Service at the Facility by staffing each designated post for the IOS in the Security Identification Card Office on the Facility as designated by the Manager, Airport Security or his/her designee no less than 5 day per week, 260 days per years (261 days during leap year) as follows: Security Identification Card Office at Building #14

Hours of Coverage	Tour Supervisor	IOS
Monday through Friday 8:00 a.m.-4:00 p.m.		

B. LGA

The Contractor shall furnish the Guard Service at the Facility by staffing for Airport Security Agent (to include construction and fire watch posts), and Central Security Station Guard posts on the Facility as designated by the Manager, Airport Security or his/her designee on a 24 hour per day, 7 day per week, 365 day per year (366 days during leap year).

The Contractor shall furnish the Guard Service at the Facility by staffing each designated for Identification Office Specialists on posts on the Facility as designated by the Manager, Airport Security or his/her designee no less than 5 day per week, 260 days per years (261 days during leap year).

Post Staffing Requirements			
Post/Location	**Type**	**Number**	**Hours**
Construction			
Special			

NOTE: The above schedules are subject to change as described in this Contract. Relief, personal, breaks, etc. are not directly compensated and all associated costs shall be included in the billiable prices to the Port

Authority as it appears in the pricing sheets. The Port Authority shall also have the right at any time and from time to time, in its discretion, on notice to the Contractor, to relocate and change the location of any guard posts on the Facility.

The Contractor shall submit to the Port Authority a weekly schedule for the next succeeding week, showing the names of all personnel to be assigned to the Facility, the dates they are to work, the shifts and posts to which they are to be assigned and their scheduled meal and relief periods during each month or portions thereof that the Contract is in effect. The Port Authority is to be advised of any changes, which are made in this schedule as soon as they are known to the Contractor. The Contractor's schedule, as approved by the Manager, shall be strictly adhered to.

Section 32. Qualifications of Employees

A. The Contractor (and subcontractor as may be approved by the Port Authority) shall furnish competent and adequately trained personnel to perform the Guard Service required hereunder. Prior to assigning any personnel to the Contract, the Contractor shall furnish to the Port Authority, at no cost to the Port Authority, information concerning experience and qualifications of the Contractor's personnel during the past ten (10) years and shall submit evidence substantiating said qualifications and requirements to the satisfaction of the Port Authority. In addition, a personal interview may be required by the Manager prior to the assignment of any such personnel to this Contract. All personnel assigned to this Contract shall meet all requirements and obtain a Port Authority issued Airport Identification Card for unescorted access to secure areas including requirements outlined in 49 CFR Part 1542. This shall be at the Contractor s expense.

B. All Airport Security Guards, Lead Airport Security Agents, Tour Supervisors, Central Security Station Guards, and Identification Office Specialist must meet the following minimum requirements:

1) Meet all the requirements of the New York State Local Law - Section 71, Article 7-A entitled "Security Guard Act", or any successor legislation, (including but not limited to, the satisfactory completion of the specified fingerprint checks).
2) Not be under indictment or information for any felony or any other offense specified in New York State Law - Section 71, Article 7A entitled "Security Guard Act."
3) Have provided to the Contractor a detailed listing of the work experience for not less than the prior ten (10) years, which work history shall include character and business references.
4) Have provided to the Contractor a detailed listing of the qualifications and prior work experience directly related to guard, police or watchman service.
5) Must be a United States citizen.

6) Must posses a valid Social Security Number.
7) Must possess a high school diploma obtained in the United States of America or a general equivalency diploma obtained in the United States of America.
8) Must possess and maintain a valid driver's license for the operation of motor vehicles of the type described elsewhere in this Contract in the State of New York or New Jersey.
9) Must demonstrate the ability to write, read and speak English which may include, at the discretion of the Port Authority, the satisfactory completion of the standard Test of English as a Foreign Language or its equivalent.
10) Must have a minimum of two (2) years experience in any one of the following or any combination of the following:
    a) A guard, watchman or police position; or
    b) Service in the United States Military Services in a police or military security position; or
    c) College credits from an accredited institution of higher learning in criminal justice or police science at the equivalent rate of 32 credits per year, prorated proportionately for lesser periods for lesser amounts of credits.
11) Must pass a physical examination prior to the Commencement Date of the Contract and within each twelve (12) month period thereafter during the term of the Contract, arranged for by the Contractor and administered at the sole cost and expense of the Contractor, which indicates general good health without physical defects or abnormalities which would interfere with the performance of guard duties hereunder including, but not limited to, the following:
    a) Not less than 20-30 corrected vision in each eye.
    b) No color confusion or impairment color and depth perception.
    c) Unimpaired hearing.
    d) Contractor personnel acting as Airport Security Agent, Lead Airport Security Agents, Central Security Station Guards, Identification Office Specialists, Tour Supervisors, Office Manager, Assistant Project Manager and Project Manager on this Contract hereunder shall pass drug screening tests, including a comprehensive ten panel drug screen or its equivalent, to include screens for the following.

Amphetamines	Cocaine	Benzodiazepenes
Barbiturates	Methadone	Opiates-
Marijuana	Methaqualone	Morphine-if indicated
Phencyclidine (PCP)	Propoxyphene	Codeine-if indicated
		6MAM-if indicated

The tests shall be administered by and at the sole cost and expense of the Contractor, at the commencement of the Contract, and prior to hiring of all new employees. In each year of the contract, all Contractor personnel acting as Airport Security Agent, Lead Airport Security Agents, Central Security Station Guards, Identification Office Specialists, Tour Supervisors, Office Manager, Assistant Project Manager and Project

Manager on this Contract hereunder shall be randomly tested thereafter at least once per year in each year of the contract. The drug-screening test shall be conducted by an independent firm other than the Contractor, who shall be approved by the Port Authority. This shall be conducted at no cost to the Port Authority.

12) Must be capable of performing normal or emergency duties including arduous physical exertion such as standing or walking an entire shift, climbing stairs and ladders, lifting and carrying objects weighing up to 50 lbs., running and enduring exposure to extreme weather conditions for an entire shift. May require periods of prolonged standing.

Persons currently assigned immediately prior to the Commencement Date of this Contract at the Facility under the immediately preceding guard services Contractor, who do not meet the requirements of paragraph "b" above, may not be assigned by the Contractor, without the express permission of the Manager.

The Manager shall have the right to waive any of the aforementioned requirements if, in the sole opinion of the Port Authority, special circumstance warrant such action.

13) Reserved

Identification Office Specialists shall have basic knowledge of computer applications and operating systems.

Section 33. Personnel Folders

Prior to the commencement of the Contract and during the term of the Contract, the Contractor shall furnish the Manager with or make immediately make available to at the option of the Manager, personnel folders of all employees who may be assigned to the Facility hereunder; said folders to contain the material relating to the qualifications and requirements set forth in Section 33 of the Contract entitled "Qualifications of Employees" including but not limited to, references, educational background, fingerprinting data, photo identification, proof of driver's license, reports of physical examinations, disciplinary actions and other pertinent material. Said personnel folders shall be supplemented and amended by the Contractor from time to time as necessary to keep them current. These records shall be retained by and become the property of the Port Authority.

Section 34. Training Provided by the Contractor

A. An initial job and customer service training and/or orientation course (hereinafter referred to as the "Initial Training") shall be taken by the Airport Security Agents, Lead Airport Security Agents, Tour Supervisor, Central Security Station Guards, Identification Office Specialist, Office Manager, Assistant Project Manager, Project Manager, Human Resources Manager and Human Resources Assistant. In addition to the Initial Training, a leadership training

program for management and supervisory staff (hereinafter referred to as the "Leadership Training") shall be taken by the Tour Supervisor, Office Manager, Assistant Project Manager and Project Manager. No compensation will be paid for the required training of the Contractor's employees. All initial and leadership training shall be successfully completed one month after contract start dates and employee hire including those incumbent Contractor(s) employees currently performing said duties. Costs associated with initial training shall be borne by the Contractor.

The Initial Training shall be approximately five (5) working days and the Leadership Training shall be approximately (3) three days in duration. Except as may be waived by the Manager, the Contractor may not assign to the Facility any Airport Security Agents, Lead Airport Security Agents, Tour Supervisor, Central Security Station Guards, Identification Office Specialist, Office Manager, Assistant Project Manager, Project Manager, Human Resources Manager, Human Resources Assistant unless he/she has completed the Initial Training or any Tour Supervisor, Office Manager, Assistant Project Manager and Project Manager unless he/she has completed the Initial and Leadership Training. Those employees who have completed the initial and leadership training within six (6) months of the effective date of this Contract shall be exempt from the initial and leadership training requirements with the approval of the Manager.

B. The Manager may institute additional training programs from time to time as he/she deems necessary. No compensation will be paid to the Contractor by the Port Authority for the additional training programs. At a minimum, the Contractor shall provide an annual four-hour refresher training course covering all areas noted in item "C" of this section.

C. A syllabus for the initial and a four-hour recurrent training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Manager and shall include, but will not be limited to, the following subjects and any other relevant subjects as the Manager may deem appropriate:

1) Understanding, meeting/exceeding the customer's needs.
2) Knowledge of Airport Rules & Regulations and how they apply to each employee.
3) An in-depth knowledge of all appropriate security procedures.
4) Vehicle Barrier Training. This type of training will encompass barriers, subject but not limited to those manufactured by: Delta Scientific Corporation and USR Corporation.
5) Understanding of Customer Service Standards and proficiency with all applicable areas of the Airport Standards Manual.
6) Geographic orientation and indoctrination.

7) Airport Operations - familiarization with the services provided at the airport, airline locations and ground transportation services.
8) Communicating with Customers and Co-workers:
   a. Professional telephone conduct
   b. Airport terminology
   c. Effective and appropriate oral and interpersonal communications
   d. Handling customer complaints
   e. 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) Specific duties and reporting relationships.
11) Post assignments and work schedules.
12) Familiarization with, and applicable procedures related to, required forms and tour reports.
13) Appropriate ethics and conduct.
14) Professional appearance standards.
15) Appropriate emergency procedures and notifications.
16) Traffic safety.
17) Contractor's mission statement.
18) Progressive discipline.
19) Maintaining a safe work environment.
20) Radio usage, terminology and procedures.
21) Behavior Pattern Recognition-Training in the use of intuition, powers of observation and human interaction and natural curiosity to investigate and analyze potential threats from situations, persons and the immediate environment.
22) First Aid, CPR
23) Blood borne pathogens
24) Bomb threats
25) Communications
26) Crowd control
27) Fire prevention and control
28) Information security
29) Legal aspects of security
30) Note-taking/report writing
31) Safety and security awareness
32) Substance abuse
33) Theft prevention
34) Airport terrorism
35) Workplace violence
36) How to respond to active shooter(s)

D. In addition to the Initial Training subjects listed in Paragraph (C) above, the Contractor shall provide Leadership Training for Tour Supervisor, Office Manager, Assistant Project Manager and Project Manager (hereinafter referred to as "supervisory personnel"). A syllabus for the Leadership Training shall be

developed by the Contractor and shall be subject to the prior and continuing approval of the Manager, which shall include but not be limited to the following subjects and any other relevant subjects the Manager may deem appropriate:

1) Performance management and quality control.
2) Setting samples of core values for the workplace.
3) Administering progressive discipline.
4) Leading and motivating employees.
5) Inspiring individuals to achieve excellence.
6) Conflict resolution.
7) Setting priorities.
8) Dealing with irate customers.
9) Customer service standards and requirements.
10) Managing a diverse workforce.
11) Maintaining a safe work environment.
12) Incident reporting and log entries.

E. The Contractor shall provide refresher training to all staff within four (4) months of the start of the third year of the initial term of this Contract. The refresher training shall at a minimum include all topics required in the Initial and Leadership Training. The initial refresher training shall be two (2) days and the leadership refresher training shall be one day. Those employees having completed the initial and leadership training within nine months of the start of the third year of the initial term of this Contract shall be exempt from refresher training.

Section 35. Training Provided by the Port Authority

A. The Contractor agrees that it shall, prior to the commencement of the Contract and during the term of the Contract, at all times have available a total workforce of Airport Security Agents (approximately at JFK Airport and at LGA Airport) who shall have successfully completed an "Airport Security Agent Training Program" conducted by the Port Authority, currently available for duty as Airport Security Agents. The Contractor agrees that, prior to the commencement of the Contract, and during the term thereof, it shall recruit and provide a sufficient number of candidates to participate in the Port Authority training program bringing the total workforce who have satisfactorily completed the Port Authority's "Airport Security Agent Training Program" and are otherwise qualified as Airport Security Agents, in accordance with the provisions hereof at the commencement of the Contract, to ensure that Airport Security Agents are available at all times.

B. At any time during the term of the Contract that the base Full Time Equivalent workforce shall fall below (all references to workforce and headcount shall only refer to "Full Time Equivalents" or "FTEs") Airport Security Agents, the Contractor shall immediately notify the Manager of this occurrence and shall recruit and present not less than thirty) candidates or sufficient number to reach Airport Security Agent, for the " Airport Security Agent Training Program" which the Port Authority shall thereafter, upon notice to the Contract, schedule and conduct. In the event the Manager shall require the Contractor to increase the workforce as provided elsewhere in the Agreement, the Contractor shall upon such notice, recruit and present the specified number of candidates for inclusion in the "Airport Security Agent Training Program".

C. Training for Guards providing services hereunder shall be mandatory and identical for both Facilities. The Airport Security Agent training program shall be conducted by the Port Authority at such times as it determines and its sole discretion at the Port Authority's cost and expense. All guards must receive and successfully pass the same type of training. Hours spent by the Contractor's employees in training shall be considered and included as Airport Security Guard post coverage hours under the Contract and the Contractor shall be reimbursed as provided for such post coverage herein. The Contractor acknowledges that it is of the utmost importance in the performance of this Contract to make every effort to present as candidates for the Airport Security Agent Training Program only those persons who are qualified and willing to accept a position as an Airport Security Agent. The Contractor shall screen and attempt to select individuals who it believes can satisfactorily complete the training program and otherwise fulfill the responsibilities of and meet the requirements for Airport Security Agents. All candidates offered by the Contractor for the Airport Security Agent training program must be interviewed by the Port Authority Representatives and may verify that these candidates possess the qualifications required hereunder. The Port Authority may utilize further screening procedures as shall be deemed necessary from time to time by the Manager to ensure compliance with the terms and conditions of the Contract.

D. From time to time the Manager, at his/her discretion, may institute and in-service refresher training program as he/she deems necessary or desirable for any or all of the Contractor's employees hereunder. Such training programs will be provided at the sole and expense of the Port Authority and all hours of attendance of the Contractor's employees in such a program shall be deemed hours of post coverage hereunder, in the relevant category (Airport Security Agent, Lead Airport Security Agent, Tour Supervisor, Central Security Station Guards, Identification Office Specialist, Project Manager, Assistant Project Manager, Office Manager, Human Resources Manager and Human Resources Assistant). No overtime will be paid unless the Port Authority requests this training on less than four (4) hours notice at which case the Contractor shall be reimbursed as provided for herein. The Contractor agrees to cooperate and

assist the Port Authority as may be required from time to time and at any time prior to the commencement to facilitate the training of the Contractor's personnel hereunder.

E. Orientation and Training Provided by the Port Authority.
In addition to the training provided by the Contractor in Section 36 "Training Provided by the Contractor", Airport Security Agent, Lead Airport Security Agent, Tour Supervisor, Central Security Station Guards, Identification Office Specialist, Project Manager, Assistant Project Manager, Office Manager, Human Resources Manager and Human Resources Assistant will be required to participate in an extensive week long training program provided by the Port Authority including:

1) Orientation, indoctrination and administration
   a) Facility Communications: telephone, radio, terminology, phonetic alphabet, oral communications, electronic access equipment.
   b) Report Writing and familiarization of Forms
2) Human Development:
   a) Code of Ethics: Courtesy, prejudice and common sense
   b) Inference and awareness: listening skills
   c) Public Relations: news media, personal appearance, post appearance, patron confrontation, courtesy, handling of complaints
3) Legal Aspects of Airport Security Agents
   a) TSR 1542 concept (Overview)
   b) Law of Arrest Pertaining to Civilians: Use of defensive force, Federal and local Police jurisdiction, deputation by Police
4) Emergency Training
   a) Fire extinguishers
   b) Defensive tactics
   c) Recognition of Explosive Devices
   d) Fire Watch Training
5) First Aid
   a) Breathing, Circulation
   b) Bleeding
6) Other
   a) Geographic Orientation
   b) Specific duties
   c) Normal security
   d) Vulnerable Areas
   e) Fire Protection: location of equipment, prevention, class of fires
   f) General orders
   g) Post familiarization
   h) Access roads to airport
   i) Related material

j) Defensive Driving Tactics - Classroom training

7) U. S. Customs Service Hologram Training (as required).

8) The Orientation and Training as described in paragraph "(E)" above will be given by the Port Authority and shall be paid at the hourly rate for each applicable category of the Contractor's personnel participating in the training program. No overtime will be paid unless the Port Authority requests this training on less than four (4) hours notice.

9) The Central Security Station Guards must receive additional training in computer applications, which will be provided by the Port Authority. In addition, the Port Authority may require employees, supervisors and management staff to participate in other training as needed.

The Port Authority will reimburse to the Contractor the hours taken by Contractor employees working directly under this Contract to successfully passed the training requirements specified above.

Section 36. Contractor's Audit Program

The Contractor shall submit/offer and develop an audit program wherein Contractor management/supervision ensures that its employees performing on this Contract are adequately trained/knowledgeable and equipped to perform their various functions and are performing them effectively in accordance with the Contract requirements. The Contractor shall submit/offer to the Port Authority for its approval the various performance elements to be audited, the measurement criteria to be utilized, the form to be utilized for documenting such audits and the frequency of such audits. Results of these audits will be reviewed with the Port Authority on a prescribed basis along with corrective action where contract criteria are not being met. The Contractor's audit program shall be reviewed and amended as necessary to encompass new procedures, policies, functions and related job knowledge.

The Contractor's Audit Program shall be accomplished as an included cost and shall be at no additional cost to the Port Authority.

Section 37. Uniforms

A. The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Airport Security Agents, Lead Airport Security Agents, Central Security Station Guards, Identification Office Specialists and Tour Supervisor at the Airport. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. At the expiration or earlier termination of the Contract, the uniforms shall be and become the sole property of the Port Authority. The Contractor at its cost shall destroy the uniforms at the direction and approval of the Port Authority. A Port Authority patch shall be affixed to each shirt, safety vest, jacket, blazer or outer garment as directed by the Port Authority. The Contractor's personnel shall also wear a company insignia, or embroidered emblem, which will identify the Contractor's company or

corporate name. All uniforms shall be in compliance with New York State Article 7 General Business Law, Title 19 NYCRR, Part 170, Section 170.10. The basic uniform will also include foul weather and winter gear. The Contractor shall supply its personnel, at no cost to the Port Authority, with related uniform equipment as specified in the Port Authority Uniform Standards appearing in Exhibit 4 attached hereto and hereby made part hereof. All uniforms, colors, types and styles shall be subject to the prior and continuing approval of the Manager.

B. The Contractor shall be responsible for ensuring that its employees at all times wear their required uniforms and appropriate shoes, and it shall cause its employees to change to freshly cleaned and pressed uniforms at least once every other day. Uniforms shall be supplied in the minimum quantities indicated in Paragraph "E" of this Section hereof and conform to the specifications set forth in Exhibit 4 attached hereto and hereby made a part thereof.

C. The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel other than those described in the preceding sections. 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 New York State Article 7 General Business Law, Title 19 NYCRR, Part 170, Section 170.14 a state issued identification card. None of the costs of such badges, means of identification and uniforms (or replacements hereof) shall be reimbursed to the Contractor.

E. Each Airport Security Agent, Lead Airport Security Agent, Central Security Station Guard, Identification Office Specialist and Tour Supervisor uniform consist of the following:

(12) Twelve shirts - six (6) winter long sleeve and six (6) summer short sleeve.
(1) One belt
(4) Four pairs of slacks – summer/winter weight
(2) Two pair winter gloves - black
(2) Ties (safety)
(2) One hat winter/one hat summer
(1) One pair of shoes – black ANSI compliant or equivalent safety specifications
(1) One raincoat with hat protector
(1) Winter ear protector - black
(2) Two sweaters
(1) One pair rubber boots (long) - black
(1) One winter parka

(1) Navy windbreaker - embossed with wording "Security"
(1) Safety vest

F. 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 "(E)" above shall be controlling, and all uniform requirements and specifications shall be deemed in full force and effect.

G. Without limiting any other terms or provisions of the Contract, failure of the Contractor to provide that each Airport Security Agents, Lead Airport Security Agents, Central Security Station Guards and Identification Office Specialists 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 liquidated damages will be applied.

Section 38. Radios and Other Related Equipment

A. The Contractor shall at its sole cost and expense, furnish to each of its employees assigned to a post, including all relief personnel, and shall maintain in good repair and operating condition, portable two-way radio voice communication equipment capable of adequate communications throughout the Airport including antennas, power supplies, batteries and other equipment associated therewith on a single frequency unless otherwise directed by the Port Authority. The Contractor shall obtain Federal Communications Commission and all other licenses, permits or approvals as required to operate said equipment at the Airport. The Contractor shall immediately correct any conditions of interference affecting radio operations. As determined by the Port Authority, the Contractor shall provide one radio each guard on each tour, including spare battery, plus have available a 20% contingency of radios above and beyond the current amount required. All of the radio equipment to be supplied by the Contractor must be suitable and compatible for operation on the Airport and shall include a "tone pack" identifier. The Contractor will be responsible to ensure that the maintenance or repair and replacement of all radios is such that all tours and posts will have a full complement of required radios. An inventory setting forth the number of and condition of all radios and associated equipment must be submitted with the monthly invoice.

B. Specifications for any radio systems must be provided to the Port Authority and approved by the Airport General Manager prior to the commencement of this Contract.

C. The Contractor shall, at its sole cost and expense, issue a wireless phone (or its approved equivalent exclusive of radios) to each Tour Supervisor assigned for field supervision for use during the tour. The Contractor shall provide to the Port Authority once a month, an inventory of all radios/wireless phones setting forth the number and condition of the same.

D. The Contractor shall provide an adequate number of signal repeaters to provide complete coverage of all area of JFK and LGA as well as communications between Jamaica Terminal and all areas of JFK, utilizing the same radio frequency (and any alternate frequencies) being utilized at JFK by the Contractor.

E. At Contract termination, the radio equipment (located within the vehicles and the handhelds shall become property of the Port Authority.

Section 39. Transitioning Services at Start/Termination of the Contract

The Contractor is required to follow a Port Authority transition plan, when applicable, to ensure an orderly transition at the commencement and end of the term of the Contract. The Contractor will be expected to actively participate in discussions and adhere to written plans that clearly specify the transition period and responsibilities.

Section 40. Intellectual Property

A. Except as expressly provided below: as between the Port Authority and the Contractor, all guides, training manuals and tutorials, quick reference cards, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Contract, shall become the exclusive property of the Port Authority, and the Port Authority shall have the exclusive 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 for herein. With regard to training manuals, the Port Authority shall expressly have the right to use, alter and reproduce including electronically, said manuals for its internal business purposes. The Contractor hereby warrants and represents that the Port Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Contract or not. Any information given to the Port Authority before, with or after submission of the Agreement on Terms of Discussion, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or

compensation and without liability of any kind whatsoever except as otherwise set forth in the "Agreement on Terms of Discussion".

B. The right of the Port Authority as well as the Contractor, to use all patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction as well as any copyrightable matter, trade secrets or other proprietary matters, shall be obtained by the Contractor without separate or additional compensation whether the same is patented before, during or after the performance of the Work.

C. If in accordance with the Contract the Contractor furnishes research, development of consultative services in connection with the performance of the work and if in the course of such research, development, or consultation patentable or copyrightable subject matter or trade secrets or other proprietary matter is produced by the Contractor, its officers, agents, employees, Subcontractors, or suppliers, the Port Authority shall have, without cost or expense to it, an irrevocable, non exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Port Authority. Promptly upon request by the Port Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Port Authority, but it is expressly understood and agreed that as between the Contractor and the Port Authority the license herein provided for shall nevertheless arise for the benefit of the Port Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by the Port Authority to its successors, immediate or otherwise, in the operations of or ownership of any facility nor or hereafter operated by the Port Authority or the Authority but such license shall not be otherwise transferable.

Section 41. Customs Bond Requirements

The Contractor is required to comply with all US Customs regulations to obtain access to Custom's areas.

Section 42. Global Positioning Satellite (GPS) Equipment

A. The Contractor shall be required to install and maintain a GPS tracking system in all vehicles required under this Contract. Such system shall be a Grey Island Systems Model G56224UJZZ, or approved equal as determined by the Authority. Access to system shall be web-based and access shall be granted to the Port Authority via Login ID and password.

B. The Contractor will be required to purchase all components necessary to integrate all vehicles required under this Contract into the Port Authority's GPS vehicle tracking system. To ensure full integration into the GPS vehicle

tracking system the Contractor shall purchase selected components from the selected vendor and shall arrange for the vendor to install the required components in the vehicles. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the GPS tracking system in the Contractor's vehicles. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

C. With the exception of any components damaged by the Contractor, compensation for the vehicle tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the Contractor's vehicles, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be included in the applicable Contractor's vehicle charge. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

D. No additional compensation shall be provided for this system and the cost shall be incorporated into the applicable vehicle charge or management fee.

E. At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for the returning of the systems in an undamaged condition. Should the systems be damaged, liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages."

Fueling

A. During the term of the Contract, including the Option Periods and or extensions exercised, if any, at JFK and LGA the Port Authority shall purchase and supply to the Contractor at no cost to the Contractor all motor fuel (B20 biodiesel, unleaded gasoline at both JFK and LGA and E85 also at LGA) necessary to operate the service at LGA and JFK. The fuel shall be only for vehicles operating exclusively under this contract as stated under the Cost Pricing form.

Fuel supplied to the Contractor will be dispensed from Port Authority owned fuel sites at LGA and JFK airports. The fueling stations are located at LGA Building 84, at JFK Buildings 14, 254 and 269. The Port Authority shall reserve the right to review and verify Contractor fuel usage records. At this time, the on-site fueling stations currently operate by means of a one card automated system, the card being vehicle based. The cards required for each vehicle in use by the Contractor shall be provided by the Fuel Management Contractor through a designated Port Authority Contract Administrator. Authorization for all fueling transactions is processed by a central database using proprietary software. Fuel transactions are authorized individually at the time the vehicle card is swiped at the dispensing pump.

B. Notwithstanding the foregoing, the Port Authority shall have the right, from time to time and at any time during the term of this Agreement, including Options Periods if any, upon thirty (30) days' prior written notice to the Contractor, elect to temporarily or permanently require the Contractor to provide all fuel needed to fuel the vehicles used in the operation of the Service.

If so required, the Contractor shall obtain fuel for the Service at an off-Airport location. The Contractor shall only use an off-airport station that is part of the network of stations available through the Fuel Management System. In the unlikely event the network stations are not available, the Contractor shall be responsible for obtaining fuel on their own at another off-airport location. The off-Airport location (or locations) must be within a one (1) mile radius of each Airport and shall provide fueling service 24 hours a day, 365 days per year, unless limited by local law. Each off-Airport non-network location used by the Contractor unless otherwise permitted by the Port Authority, shall have available both unleaded regular gasoline (87 octane) and diesel fuel. The diesel fuel shall comply with the most current specifications as published by the American Society for Testing & Materials (ASTM) Standard Specifications No. D975, as applicable for "Grade Ultra Low Sulfur No. 2-D or ASTM D 6751 Biodiesel up to B20 Biodiesel. In addition, all diesel fuel used beginning November 1st through and including the last day in February, each year during the term of the Contract and the Option Years, if any, shall have a cloud point of not more than minus 20 degrees Centigrade. Cloud point shall be determined using ASTM Test Method D2500. The Port Authority reserves the right to perform tests to verify that fuels provided meet or exceed the above specifications.

i. The price charged to the Port Authority for gasoline and diesel fuel shall be the actual price paid at the pump at the off-airport station. The Contractor is required to provide proof of purchase in the form of receipts. The receipts shall clearly show the date and time of purchase, the price per gallon, number of gallons purchased and type of fuel purchased (diesel or gasoline). Reimbursement will only be made when receipts are provided to the Port Authority.

ii. The Contractor shall fuel each Vehicle of the Service at the off-Airport location. The Port Authority will pay for each gallon of fuel dispensed into a Vehicle of the Service at the rate specified in paragraph (i) hereof. The Contractor shall maintain records showing the date(s) fuel was dispensed, the amount and each type of fuel dispensed, as well as daily records showing the number of gallons of fuel dispensed into each Vehicle of the Service.

iii. In accordance with the provisions of Section 4(e) hereof, entitled "Billing and Payment", the Contractor shall submit to the Port Authority an invoice specifying the following with respect to all fuel purchased during the preceding weekly period: the amount of each type of fuel purchased, the price per gallon of each type of fuel (expressed in cents per gallon, the volume

discount afforded the Port Authority, if any, together with the Transporter Fee payable by the Port Authority to the Contractor. In addition the Contractor shall submit to the Port Authority a certified statement that all fuel for which the Port Authority has been billed has been used exclusively in providing the Service under this Agreement. The purchase of fuel must be a line item in the Unarmed, Security Guard Services invoice addressed to the Airport Security Managers.

Section 44. Miscellaneous

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.

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 45. Entire Agreement

The Contract consists of the following: Part I, Sections 1 through 45, inclusive, Part II, Part III and Exhibit 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & Attachments.

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.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

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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.

Part III SAMPLE BID PRICING FORMS FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT 3

EXHIBIT 3

VEHICLE SPECIFICATIONS
Full Size Van with GPS

1) Vehicles shall be flexfuel (up to E85 compatible) or hybrid (gasoline-electric)
2) Seven Passenger Van with 3 passenger doors (Side door may be hinged or slider.)
3) GPS, Grey Island Systems Model G56224UJZZ or approved equal
4) Two Wheel Drive
5) Limited Slip Differential
6) Engine - Manufacturer's Standard
7) Transmission - Manufacturer's Standard Fully Automatic
8) Steering - Power assisted with Tilt Wheel
9) Power Brakes with ABS and Traction Assist if available
10) Tires - Manufacturer's Standard All Season radial blackwalls
11) Low Mount Fold-In Power Mirrors - Left and Right
12) Power Windows
13) Power Door Locks
14) Variable Speed Windshield Wipers with Washer
15) Rear Window Defogger with Wiper/Washer
16) Front Bucket Seats Rear Bench Seats
17) AM/FM Radio
18) Air Conditioning/Heating/Defrosting
19) Front and Rear Rubber Floor Mat
20) Dual Sun Visors
21) Dual Arm Rests Inside Hood Release
22) Power Adaptor
23) Interior Lights
24) Keyed Alike Doors and Ignition
25) Day/Night Mirror
26) Fuel Tank Skid Plate, Transmission Skid Plate
27) Clock
28) Battery – Manufacturer's largest Maintenance Free
29) Alternator - Largest Available Manufacturer's Alternator
30) Roof Wiring Kit
31) Front & Rear License Plate Mountings
32) Rustproofing
33) Color – Exterior Manufacturer's Standard White/Grey/Tan Interior
34) Fire Extinguisher or DOT Safety Kit (triangles, first aid kit & extinguisher)
35) Mounted Roof Beacon Light Whelen L31HAF Amber LED with L360BGB Branch Guard
36) Overall Height Label on Dashboard
37) Spare Tire
38) Warranty

39) All other required indicators, switches, and controls
40) All required lighting and reflectors to meet FMVSS No. 108
41) "Security Patrol" and the company's name signage on driver and passenger side doors.
42) Unique vehicle number distinctly displayed on the sides and rear of each vehicle.
43) Vehicles will all be painted white and approved by the Manager.

Four Wheel Drive Compact or Mid-Size SUV

1) Vehicles shall be flexfuel (up to E85 compatible) or hybrid (gasoline-electric)
2) 4 or 5 passenger, 4 door vehicle
3) GPS, Grey Island Systems Model G56224UJZZ or approved equal
4) All Manufacturer's standard Safety Features
5) Transmission - Automatic
6) Steering - Power assisted with Tilt Wheel
7) Power Brakes with ABS and Traction Assist if available
8) Tires - Manufacturer's Standard All Season radial blackwalls
9) Fuel Tank Skid Plate, Transmission Skid Plate
10) Front Tow Hooks
11) Low Mount Fold-in Power Mirrors - Left and Right
12) Power Windows
13) Power Door Locks
14) Variable Speed Windshield Wipers with Washer
15) Rear Window Defogger with Wiper/Washer
16) Air Conditioning/Heating/Defroster
17) AM/FM Radio
18) Clock
19) Battery – Manufacturer's largest Maintenance Free
20) Alternator - Largest Available Manufacturer's Alternator
21) Roof Wiring Kit
22) Front & Rear License Plate Mountings
23) Color – Exterior Manufacturer's Standard White Interior Grey or Tan
24) Fire Extinguisher or DOT Safety Kit (triangles, first aid kit & extinguisher)
25) Mounted Roof Beacon Light Whelen L31HAF Amber LED with L360BGB Branch Guard
26) Overall Height Label on Dashboard
27) "Security Patrol" signage on driver and passenger side doors.
28) Light Bar
29) Spare Tire
30) Power Adapter
31) All other required indicators, switches, and controls
32) All required lighting and reflectors to meet FMVSS No. 108
33) Unique vehicle number distinctly displayed on the sides and rear of each vehicle.

EXHIBIT 4

EXHIBIT 4

UNIFORM SPECIFICATIONS:

All uniforms must be approved by the Port Authority.

A. AIRPORT SECURITY AGENT

1. SHIRTS - Male and Female*

Style:	Brigadier Shirt Twin Contrast
Fabric:	2x2 Tropical Summer/Winter Weight - 65% Dacron polyester/35% combed cotton
Color:	French Blue Body - Navy Shoulder Straps, Navy Pocket Flaps
Basic Features:	Plain front coat style, collar attached, shoulder straps, two outside breast pockets with flaps. Left flap is to have pencil opening
Badge Reinforcement:	Separate patch of shirt material inside shirt on left side.
Winter:	Long sleeves - quantity 6
Summer:	Short sleeves - quantity 6

2. PANTS - Male and Female *

Style:	Indiana P Pants
Color:	French Blue
Fabric:	Blend - 55% Dacron polyester, 45% worsted wool
Design:	The trousers should be made using a uniform pattern: Plain front with quarter top pockets and two back pockets, 2" belt loops.
Striping:	1" navy braid on each outside seam of the trouser leg from the bottom of the waistband to the bottom of the trouser leg (no cuffs)
Quantity:	4 - Male and Female

3. LADIES SKIRTS*

Style:	Semi-A-line
Color:	French Blue
Fabric:	Blend - 55% Dacron polyester, 45%worsted wool
Design:	Waistband shall be plain in front and shined 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"
Striping:	1" wide navy braid on each outside seam of the skirt from the bottom of the waistband to the bottom of the skirt.
Finishing & Pressing:	The skirt shall be made in a first class manner with all loose threads removed. They must be pressed completely and properly. Side seams and back seams pressed open.
Size Tags:	The skirt must have sewn in label giving care instructions and shall be marked with lot number, fiber content, size and WPL number.
Quantity:	2

* Provisions should be made for maternity clothes for the females

4. HATS - Male and Female

Style:	Campaign *

Color: Navy
Quantity: 2
* Holders must be provided for storage in lockers

* Holders must be provided for storage in lockers.

5. TIES - Male and Female

Style: Standard
Fabric: Dacron and Wool Blend
Width: Approximately 3 ½"
Color: Navy - Regular and Long Length
Quantity: 2

6. SPECIFICATIONS FOR BELTS

General: The belt is to be made of seven ounce durable top grain cowhide leather with plain finish and half lined. The buckle is to be nickel plated.
Width: 2 ¼"
Style of Buckle: Hook on
Color: Black
Quantity: 1

7. COATS

Style: Trooper Reefer Coat with fur collar - capable of withstanding sub-zero temperature and high winds with badge tap reinforcement on left side.
Fabric: Winter weight
Color: Navy
Quantity: 1

8. WINDBREAKER

Type: Fleece lined for Spring through Fall use
Color: Navy/Stencil with SECURITY on the back
Style: Four button, snaps with pockets
Quantity: 2

9. FOUL WEATHER GEAR

Type: Reflective orange with hood, black boots,
Clear plastic hat cover for Campaign style hat
Quantity: 1

10. SWEATERS

Type: Commando
Color: Navy
Style: Pullover with reinforced area over right breast for shield
Quantity: 2

11. COMPANY LOGO PATCHES

Each employee shall be supplied by the Contractor with a company logo patch that shall be sewn onto the uniform,

Quantity: 1

12. WHISTLE

Each employee will be supplied with a brass whistle with chain

Quantity: 1

13. CONSTRUCTION PERSONNEL WINTER GEAR

Winter coverall for construction: shell to be 100% nylon, fabric to be waterproof coated, lining insulated to withstand 20 degrees below zero.

Quantity: 1

14. SAFETY VEST

100% modacrylic in fluorescent lime, non-conductive zippered closure, 3M Scotchlite Reflective Material that is 2 inches, flame resistant and silver beaded, ANSI/ISEA and the wording "Security" on the back of the safety vest.

B. LEAD AIRPORT SECURITY AGENT

1. SHIRTS - Male and Female*

Style:	Brigadier Shirt Twin Contrast
Fabric:	2x2 Tropical Summer/Winter Weight - 65% Dacron polyester/35% combed cotton
Color:	White-White Shoulder Straps, White Pocket Flaps
Basic Features:	Plain front coat style, collar attached, shoulder straps, two outside breast pockets with flaps. Left flap is to have pencil opening
Badge Reinforcement	Separate patch of shirt material inside shirt on left side.
Winter:	Long sleeves - quantity 6
Summer:	Short sleeves - quantity 6

2. PANTS - Male and Female *

Style:	Indiana P Pants
Color:	French Blue
Fabric:	Blend - 55% Dacron polyester, 45% worsted wool
Design:	The trousers should be made using a uniform pattern: Plain front with quarter top pockets and two back pockets, 2" belt loops.
Striping:	1" navy braid on each outside seam of the trouser leg from the bottom of the waistband to the bottom of the trouser leg (no cuffs)
Quantity:	4 - Male and Female

3. LADIES SKIRTS*

Style:	Semi-A-line
Color:	French Blue
Fabric:	Blend - 55% Dacron polyester, 45%worsted wool
Design:	Waistband shall be plain in front and shined 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"
Striping:	1" wide navy braid on each outside seam of the skirt from the bottom of the waistband to the bottom of the skirt.
Finishing & Pressing:	The skirt shall be made in a first class manner with all loose threads removed. They must be pressed completely and properly. Side seams and back seams pressed open.
Size Tags:	The skirt must have sewn in label giving care instructions and shall be marked with lot number, fiber content, size and WPL number.
Quantity:	2

* Provisions should be made for maternity clothes for the females

4. HATS - Male and Female

Style:	Campaign *
Color:	Navy
Quantity:	2

* Holders must be provided for storage in lockers

5. TIES - Male and Female

Style:	Standard
Fabric:	Dacron and Wool Blend
Width:	Approximately 3 ½"
Color:	Navy - Regular and Long Length
Quantity:	2

6. SPECIFICATIONS FOR BELTS

General:	The belt is to be made of seven ounce durable top grain cowhide leather with plain finish and half lined. The buckle is to be nickel plated.
Width:	2 ¼"
Style of Buckle:	Hook on
Color:	Black
Quantity:	

7. COATS

Style:	Trooper Reefer Coat with fur collar - capable of withstanding sub-zero temperature and high winds with badge tap reinforcement on left side.
Fabric:	Winter weight

Color: Navy
Quantity: 1

8. WINDBREAKER

Type: Fleece lined for Spring through Fall use
Color: Navy
Style: Four button, snaps with pockets
Quantity: 2

9. FOUL WEATHER GEAR

Type: Reflective orange with hood, black boots,
Clear plastic hat cover for Campaign style hat
Quantity: 1

10. SWEATERS

Type: Commando
Color: Navy
Style: Pullover with reinforced area over right breast for shield
Quantity: 2

11. COMPANY LOGO PATCHES

Each employee shall be supplied by the Contractor with a company logo patch that shall be sewn onto the uniform,

Quantity: 1

12. WHISTLE

Each employee will be supplied with a brass whistle with chain
Quantity: 1

13. SAFETY VEST

100% modacrylic in fluorescent lime, non-conductive zippered closure, 3M Scotchlite Reflective Material that is 2 inches, flame resistant and silver beaded, ANSI/ISEA and the wording "Security" on the back of the safety vest.

C. CENTRAL SECURITY STATION GUARD (CSS GUARD) UNIFORMS

The CSS requirements shall be the same as Airport Security Agent except for the following:

1. SHIRT/BLOUSE

Color: White

2. PANTS/SKIRT

Color: Black

3. TIE/SCARF
Color: Black

D. TOUR SUPERVISOR UNIFORM
The Tour Supervisor requirements shall be the same as Airport Security Agent except for the following:

1. JACKET
Style: Blazer - 2 button, single breasted, soft shoulder, plain back with center vent. 1/4 " edge and pocket stitching, metal buttons, fully lined

Color: Navy Blue
Fabric: Medium – Summer/Winter Weight

Quantity: 2

2. SHIRT/BLOUSE – Male and Female *
Color: Light Blue

3. PANTS/SKIRT
Color: Navy Blue

4. TIE/SCARF
Color: Striped Red/Navy

5. COATS
Style: Reefer Coat with fur collar - capable of withstanding sub-zero temperature and high winds with badge tap reinforcement on left side.
Fabric: Winter Weight
Color: Navy
Quantity: 1

6. WINDBREAKER
Type: Fleece lined for Spring through Fall use/SECURITY stencil on back
Color: Navy
Style: Four button, snaps with pockets
Quantity: 2

7. FOUL WEATHER GEAR
Type: Navy with hood and black boots
Quantity: 1

* Females are permitted to wear skirts or slacks while on duty. The Contractor must provide a choice of slacks or skirts in the quantities indicated or any combination thereof. Provisions should be made for maternity clothes for the females.

8. SAFETY VEST

100% modacrylic in fluorescent lime, non-conductive zippered closure, 3M Scotchlite Reflective Material that is 2 inches, flame resistant and silver beaded, ANSI/ISEA and the wording "Security" on the back of the safety vest.

EXHIBIT 5

EXHIBIT 5

CUSTOMER SERVICE REQUIREMENTS AND CUSTOMER WELL BEING 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 contact customers 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 submittals from contractors willing to rise to the challenge of providing the services as described herein, in a manner befitting world class airports, as further described in the EQIB 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 conducted ongoing customer satisfaction surveys that identified Courtesy *, Professionalism and Security Awareness of Airport Employees, Signs and Directions, Facility Cleanliness and Condition, Quality and Variety of Food, Beverage and Retail Services, Gate Area Experience, Shorter 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 firm contractors to conduct a quality assurance program of random surveys and inspections to measure performance consisting of, but not limited to, the "Mystery Shopper Program", the "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 Customer Service Standards" manual as exhibited elsewhere in this document. Additionally, the Programs will be conducted by persons trained by the independent contractor who shall base their evaluations on both their interactions with and observations of the contractor's staff, operations and facilities.

In order to ensure that contractors provide excellent performance and superior customer service, the Company 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 and employee knowledge.

A. Airport Customer Service Standards

The Port Authority has committed to an aggressive, on-going service improvement campaign to ensure that staff provides superior levels of service that consistently exceed customer expectations. With input from its airport partners, the Port Authority has adopted Airport Customer Service Standards that identify the aspects of airport services that impact customer satisfaction and provide a means by which the services provided can be measured and tracked. The Company 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 attached Airport Standards Manual, ***Exhibit 5.***

B. Hospitality and Courtesy Program

Delivering a consistent quality of service within an airport is a challenging task, since most of the process steps are planned and carried out by individual companies, following their internal regulations, philosophy and identity. To minimize any differences that may compromise the delivery of superior services at the airports, the Port Authority has adopted a mission statement set forth in the Section entitled Port Authority / Aviation Mission Statement and expects every "airport partner" to share in that principle.

One of the key goals of the Port Authority is to demonstrate the value of customer service orientation throughout the entire Airport operation. Hence, the Port Authority's aim is to involve all employees who are in direct contact with the public. *A team approach is* required to develop a program that enables the Port Authority to create a common philosophy, language and set of behaviors for all companies and their employees concerning courtesy and hospitality at the airports. The aim is to create a customer-centric quality service culture and an "I can make a difference" attitude among all airport employees. It is believed that only under this prerequisite can service excellence be achieved.

To help achieve service excellence, the Port Authority will continue to refine the hospitality and customer well being program by developing; (1) hospitality training modules, (2) an employee recognition and award program and, (3) establishing performance councils where strategies for improved customer well being will be formulated through an environment of mutual input, communication and cooperation. Training modules will supplement the contractor's own training programs for improving courtesy of employees and performance councils membership shall include management representatives from airlines, terminal operators, retail, food and beverage services who will sponsor and implement the employee recognition and award program for all airport employees.

Further, the Contractor is expected to present to the Port Authority a detailed outline of the Customer Service training it provides its employees. This outline must be consistent with the most recent edition of Airport Standards Manual as shown in ***Exhibit 5*** and a determination will be made regarding its adequacy and further training needs, if any. The Contractor is expected to follow through on any training recommendations made by the Port Authority and bear all associated expenses.

1. 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 an in-house series of employee training and incentive programs. The ability of the contractor to incorporate and maintain the overall Port Authority goals and methods will be assured throughout the term of the contract through participation in the "Total Quality Service" program. To that end, the Contractor shall develop a plan that identifies how -

a. They communicate with internal staff as well as customers.
b. They develop service standards and promote excellence.
c. They design service strategies that work.
d. They deliver quality service.
e. They 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 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 realize the Mission and Vision Statements above; the Contractor shall comply with all the customer service requirements of this Agreement. Failure to comply with these requirements will result in the penalties described below. Customer service is defined as the ability of an organization to constantly and consistently exceed the customer's expectations while offering the safety and security required to ensure the well being of customers. Organizations exceed customer expectations by focusing their efforts in three areas: customer friendly processes, employee commitment to customer service, and customer interaction.

D. Performance Measures

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

- Monthly or quarterly information provided by the Contractor;
- Monthly Mystery Shops;
- Manager's Survey
- Random surveys of Contractor's performance;
- An annual inspection of the Contractor's services, facilities and equipment; and
- An annual Customer Satisfaction Survey.

Some or all of the above performance management tools along with prior measures of the service will be used to develop a Base Line to measure the Contractor's performance as it relates to staff courtesy and helpfulness, staff appearance, and such other measures of performance as shall be designated by the Airport Manager. Unsatisfactory, or scores below 90 points, may result in penalties being assessed as outlined below, and continued Unsatisfactory performance may place the Contractor at risk of termination and will jeopardize the Contractor's ability to participate in future solicitations.

1. The Contractor, at its sole cost and expense, shall develop a survey instrument within 30 days of contract award for Port Authority approval that evaluates the Contractor's performance of the services required in this Agreement. The Contractor shall have their managers conduct these surveys at a minimum of quarterly, and the results shall be provided to the Port Authority within fifteen (15) days of the end of each three (3) month period.

2. The Port Authority, at its sole cost and expense, may conduct or have conducted random mystery shops eliciting information on staff courtesy and helpfulness, cleanliness of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport Standards Manual", the service requirements outlined in this Agreement, and any other measures of performance that shall be designated by the Manager (hereinafter referred to as the "Mystery Shopper Program"). The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the Mystery Shopper Program.

3. The Port Authority, or a designated representative shall also conduct random surveys of the service (hereinafter referred to as the "Manager's Survey"). The Contractor's performance will be evaluated based upon criteria, including but not limited to the degree and extent to which the Contractor can effectively manage the services outlined in this Agreement, the quality of the employee-training program and the ability to retain employees in the Service at the Airport.

4. The Port Authority, at its sole cost and expense, may conduct or have conducted an annual inspection of the Contractor's facilities and equipment to ensure that the condition of such facilities and equipment is in compliance with the requirements outlined in this Agreement and the Airport Standards Manual. The results of this inspection will be communicated with the Contractor within thirty (30) days of when the inspection was completed, and from such date the Contractor will have thirty (30) days to remedy any of the deficiencies identified. If such deficiencies are not remedied by the specified date, penalties may be assessed as discussed under the Contractor Incentive and/or Disincentive Program section.

5. The Port Authority, at its sole cost and expense, may conduct or have conducted an annual survey of arriving and departing passengers (hereinafter referred to as the "Customer Satisfaction Survey") for the purpose of assessing customer satisfaction with the services that are required in this Agreement and other measures of performance and compliance with standards referenced in the "Airport Standards Manual".

E. Contractor Sponsored Employee Recognition and Incentive Program

The Contractor agrees to develop, implement and maintain throughout the term of this Contract, and during the Option Periods if any, an Employee Recognition and Incentive Program, which shall be developed, maintained, and amended, from time to time as may be required, by a committee of four persons from each facility ("the Committee") comprised of two members appointed by the Port Authority and two members appointed by the Contractor for each Facility. The Committee shall meet within thirty (30) days of the commencement of the Contract and at least once per quarter thereafter, unless otherwise directed by the Manager, for the purpose of establishing and administering the Employee Incentive Program. The Committee's activities shall include but not be limited to, designating recognition and incentive categories, the type, amount, and frequency of awards, criteria and eligibility requirements, approval and distribution procedures and other means of recognizing and rewarding employees who provide superior service to customers and who otherwise improve customer service and employee attitudes toward customers under this Contract. The Contractor's Management staff shall, by using the criteria established by the Committee, recommend candidates for incentive awards to the Committee for final approval. The program established by the Committee shall be reduced to writing by the Contractor and the Contractor shall be required to provide documentation as required and approved by the Manager. All awards and incentives shall be subject to approval of the Committee.

The Contractor acknowledges that an important part of fulfilling this obligation requires that the Contractor maintain a stable workforce whose knowledge of customer service duties and attitudes improves and grows with experience over time on the job; and that an important means of hiring and retaining such a workforce is recognition for achieving superior service standards with appropriate monetary and other incentives. Employees eligible to receive an award must have been employed for more than thirty (30) days under this Contract and have completed all required training.

The total amount awarded for each Facility under the Employee Incentive Program during any annual period under the Contract shall not exceed Fifteen Thousand ($15,000) Dollars. Incentive payments and awards may be made or paid by the Contractor to its employees, subject to the approval of the Committee. Fifty Percent (50%) of all such, incentive payments and awards made to employees hereunder up to the maximum Port Authority amount of Seven Thousand and Five Hundred ($7,500) Dollars for each Facility shall be deemed to be the Port Authority's share and shall be billed to the Port Authority from time to time, but no more than once per month, after payment or award to any employee. The Manager or his designee shall be present for awards or payments made to the employees under this incentive program. The Port Authority's and the Contractor's maximum contribution amount as aforesaid, shall be pro-rated for any period of less than one year in duration. Contractor invoices to the Port Authority for amounts hereunder shall include a listing of the awards and incentive payments given, to whom given, and evidence of the payment to the employee or cost thereof and delivery of the award to the employee and other appropriate documentation as required by the Manager.

The Employee Incentive Program or any part thereof, may be modified or discontinued from time to time and at any time by the Manager upon thirty (30) days' notice to the Contractor, and thereafter may be reinstated by the Manager from time to time.

Port Authority payments and Contractor incentive payments under this clause shall not be considered or included in computing compliance with the payment and / or providing of Direct Minimum Hourly Wage, Benefits (required and / or not required by law) , Combined Average Hourly Wage and Supplemental Benefits under this Contract for any required position .

F. Contractor Incentive And/Or Disincentive Program

The Port Authority and the Contractor shall develop a schedule by which improvement on the base line will be recognized with an incentive or recognition program. Conversely, a decrease in the base line rating will result in a disincentive being invoked. The Contractor shall suggest the types and amounts of any incentives and/or disincentives that may be applied for review and approval by the Port Authority.

Any performance measures that are affected by construction activity or other events beyond the Contractor's control as determined by the Port Authority will not be subject to a disincentive. Performance measures that are surpassed by Contractors will 1) be a consideration in decisions on whether option year extensions, if any, will be exercised, 2) be included in evaluating the Contractor's future submissions for Port Authority contracts, 3) be a consideration in decisions on whether incentives and/or disincentives will be applied or invoked, and 4) be a consideration in decisions on whether the Contractor will be required to pay liquidated damages as outlined in this Agreement.

In the event that the applicable services, or facility or equipment conditions as identified in the "Airport Standards Manual" to be performed or maintained under this Agreement are rated

unsatisfactory or to be found not in compliance in any quarter, then, inasmuch as the damage to the Port Authority, including disruption of the Service which will result from the non-compliance of the portion of the service not provided or condition not maintained can not 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 Five Thousand Dollars ($5,000.00) for that quarter.

If facility or equipment deficiencies are identified as part of the random inspections, and the Contractor fails to remedy such deficiencies by the specified date, the Contractor will be billed for the cost thereof, plus fifteen (15%) percent for administrative overhead, and this amount will be deducted from any money due and owing from the Port Authority to the Contractor.

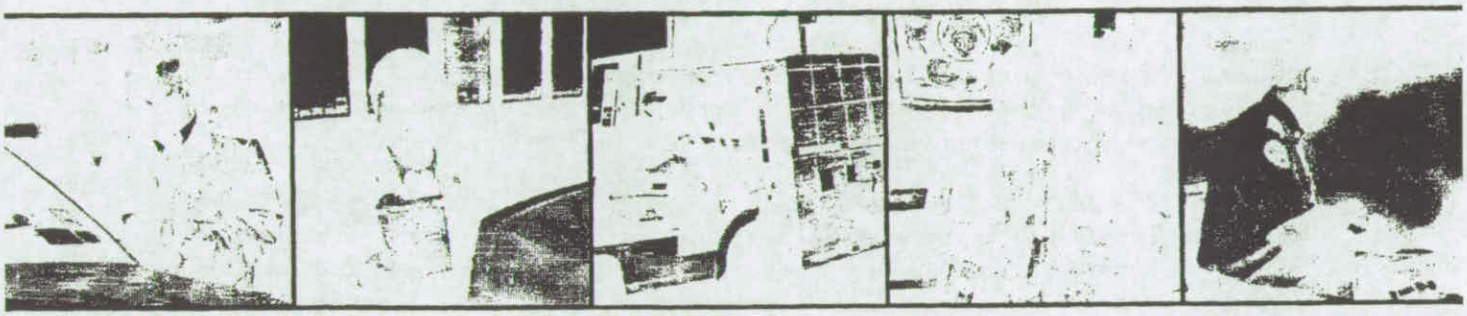
EXHIBIT 6

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 Scully

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

Port Authority Customer Care

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

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

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Airport Standards Manual

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

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

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

I. PURPOSE

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

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

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

II. THE STANDARDS

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

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

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

- All signs shall be in conformance with the **Port Authority Aviation Department Signing and Wayfinding Standards Manual** as well as those areas addressed in this manual.

- All Terminal Planning shall be in conformance with the **Port Authority Aviation Department Terminal Planning and Design Standards,** including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas, Security Checkpoints, Corridors and Walkways, Concessions Locations are subject to ***Tenant Alteration Application (TAA) Procedures and Standards Guide*** reviews and subsequent addenda.

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

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

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

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

III. IMMEDIATE ACTION ITEMS

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

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

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

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

Airport Performance Measurement Program (APMP)

I. SERVICE COMMITMENT

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

1) Recognize **"Satisfactory"** performance by Partners who continue to improve customer satisfaction.

2) Provide a useful management tool to identify to Partners the areas that **"Needs Improvement."**

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

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

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

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

II. OBJECTIVES

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

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

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

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

III. METHODOLOGY

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

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

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

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

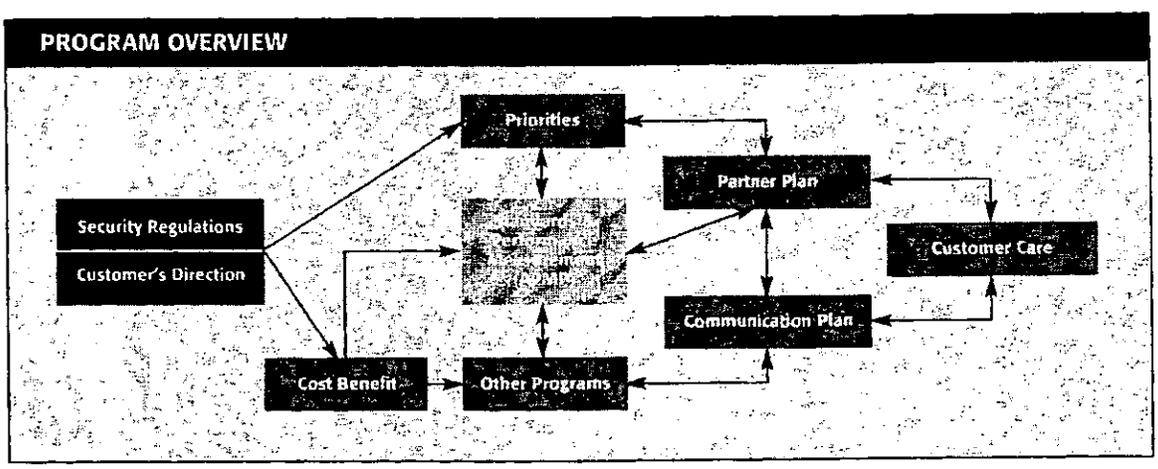

Figure 1

1. **Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer care management tool. See page 1.

2. **Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer care through several actions including, but not limited to, Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.

3. **Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Care Standards, Signing and Wayfinding Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

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

A. Monitoring Tools

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

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

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

MYSTERY SHOP SUMMARY REPORT

Property Number: EWR-TO
Property Name: Newark Terminal Operator -- PA
Date of Evaluation: 4/3/2007
Previous Evaluation: 3/7/2007

	Standards Missed	Standards Evaluated	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	56	212	42.33	39	26%
CURBSIDE DEPARTURE	13	44	10.67	8	30%
Overall Cleanliness/ Conditions	7		6.00		
Curbside Departure	13				
Standards of Cleanliness	4				
Standards of Condition	3				
Standards of Functionality	1				
Signs, Directions, and Information	0				
Standards of Employee Attitude, Appearance and Knowledge	5		3.33		

Figure 2

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

QUALITY ASSURANCE FACILITY SUMMARY REPORT

Property Number: EWR-TO
Property Name: Newark Terminal Operator – PA
Date of Evaluation: 4/11/2007
Previous Evaluation: 11/9/2006

	Standards Missed	Standards Evaluated	Previous Score	High	Routine
TERMINAL	259	1775	100	30	229
CURBSIDE DEPARTURE	13	25	N/A	1	12
Curbside Departure – Terminal B	13			1	12
Standards of Cleanliness	5			0	5
Standards of Condition	6			1	5
Standards of Functionality	2			0	2
Signs, Directions, and Information	0			0	0

Figure 3

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

   - Baggage Claim—two separate 4-hour mystery shops are conducted per month at each domestic terminal baggage claim. The mystery shopper records the time of the first bag and the time of the last bag for approximately 9 to 12 flights, at various carousels. Three measurements for each flight are recorded: 1) time on blocks from the DOT website; 2) time of first bag; and 3) time of last bag. Data is tracked by month and quarter for each airline, terminal and airport.

   - Check-In—two separate 4-hour mystery shops are conducted per month at each terminal check-in area. The mystery shopper spends approximately one hour at one specific check-in area, and during the course of the mystery shop, evaluates wait times approximately 4-5 varied airline check-in lines at one terminal. Data is tracked by month and quarter for each airline, terminal and airport.

   - Taxi Dispatch—mystery shoppers will also develop sampling of wait times at the taxi dispatch stations at arrivals level along the terminal frontages.

   - Parking lot exit—mystery shoppers also record the wait time on line at the cashier booth as they exit the parking facility.

   - Security Checkpoints and US Entry—Wait or process times are monitored using data collected by DHS at all Port Authority airports.

   - Cargo—The first cargo performance measure to be introduced in 2009 will pertain to truck waiting times. Measurements for this program are under development and will rely on partner information.

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

B. Setting Practical Targets

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

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

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

IV. SCORECARDS

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

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

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

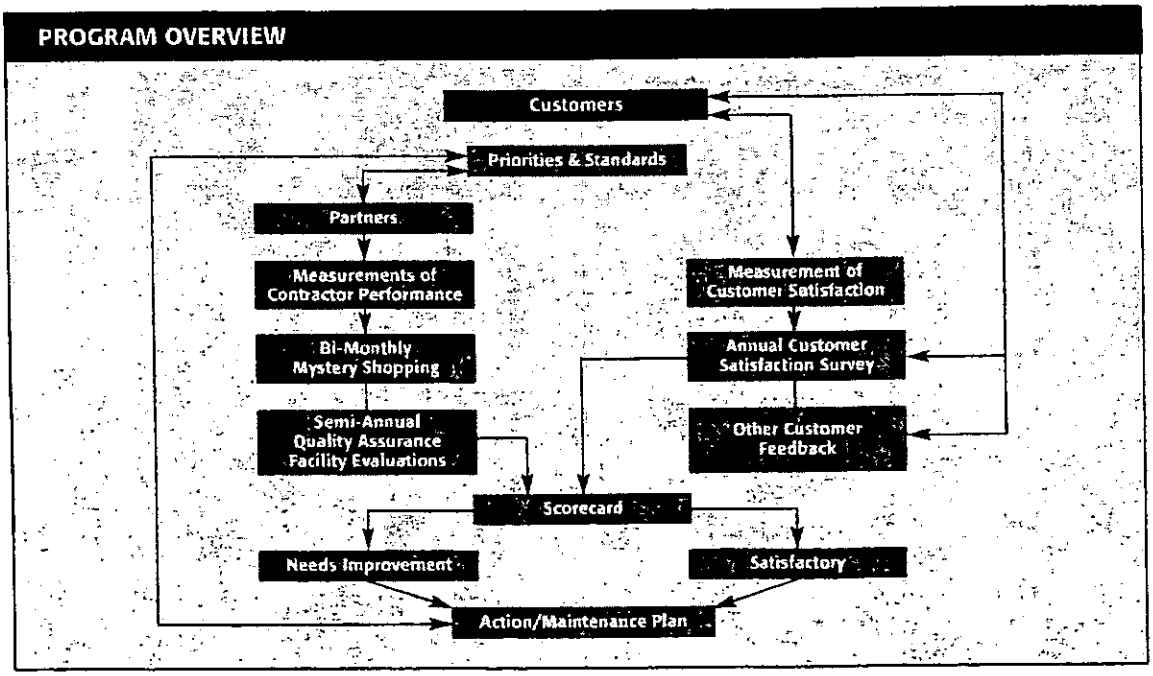

Figure 4

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

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

A. Applicable Airport Elements

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

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

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

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

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

Bag Claim
Check-in
TSA Security Checkpoint
Taxi Dispatch Service
Parking Lot Exit
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.*

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

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

C. Scorecards Descriptions & Methodology

- A Sample **Needs Improvement** Scorecard [**Figure 5**]

2007 PERFORMANCE 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	23	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

- 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

- 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	Width
4	41%	1,029,798	59%	1,494,324	25,650	855	30

OTHER INFORMATION

	Customer Satisfaction (% Highly Satisfied)	Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)
	Condition/Cleanliness	Courtesy	Condition	Standards Missed
Timeframe	Annual - June 2007	6-Mon. Rolling Average - June 2007		Annual - April 2007
Actual Score	62	1	2	13
Performance Target (PT)	60-65	1	3	17
Specific Results	Satisfactory	Satisfactory	Satisfactory	Satisfactory

Overall Progress Since 2006	Customer Satisfaction Score increased 5% point, remaining Satisfactory. Mystery Shopping Deficiencies changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory. Quality Assurance Deficiencies increased 5 points, remaining Satisfactory.

Notes/Recommendations

- 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 moe 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.

1.2 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.

1.4 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}

2.2.8 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}

3.2 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}

3.3.4 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 peal 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}

4.2.7 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}

5.3 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}

6.1.15 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}

6.2.16 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}

7.2.4 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}

8.1 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}

8.2.11 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}

8.4.8 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}

9.1 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}

9.3.4 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}

9.5.3 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}

10.2.6 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}

10.3.8 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}

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 Permitee 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}

11.2.9 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}

On-Airport Bus Services

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

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

11.3.8 Doors shall operate properly and easily. {H}

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

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

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

Permittee Services

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

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

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

11.4 Signs, Directions and Information

Welcome Centers

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

11.4.2 Welcome Center waiting area shall be clearly identified. {R}

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

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

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}

13.2.8 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}

13.4 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.

15.1.5 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}

16.2.3 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}

16.5 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)

17.2 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}

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

18.3.9 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.

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}

19.3.4 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 rams 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.

19.4.4 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}

20.1.3 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}

20.3 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.

21.1.9 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.

21.3.4 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.

21.4.8 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 assembly in case of an emergency.

21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.

21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.

21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.

21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.

21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

21.7 Departure Service Resumption Process

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened n 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.

22.5. 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 n 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.

22.9 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.

22.14 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 list with all light fixtures in good working order with no visible broken parts.

22.18.2 All truck dock doors shall be clearly marked.

22.19 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 n 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 7

EXHIBIT 8

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT M/WBE PARTICIPATION PLAN

PA3749B / 03-09

Office of Business and Job Opportunity

PAGE: _____ OF _____

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

Purchase Order #: _____

Proposer/Bidder Name: _____

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: _____
OBJO Business Development Representative

Print Name: _____ Date _____

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.

EXHIBIT 9

EXHIBIT 9 WILL BE ISSUED AT A LATER DATE BY ADDENDUM

EXHIBIT 10

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 09/08/2010

ADDENDUM #1

To prospective bidders/proposers on EQIB # 22330 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK) AND LAGUARDIA (LGA) AIRPORTS.

☒ Due back on September 15, 2010, no later than 2:00 PM

☒ Originally due on September 15, 2010, no later than 11:00 AM

Changes to the solicitation are described in attached documents which comprise this addendum:

I. CHANGES TO THE SOLICITATION
II. QUESTIONS AND ANSWERS
III. EXHIBITS
IV. SIGN-IN SHEETS

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

PS11All

BIDDER'S/PROPOSER'S FIRM NAME: FJC Security Services, Inc.

INITIALED: _____

DATE: 09/08/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Luke Bassis WHO CAN BE REACHED AT (212) 435-3940.

I. CHANGES TO THE SOLICITATION

1. DELETE on Page 5, Section B., first paragraph, the end of the first sentence "...as required in Section 28 entitled "Position Duties" and Section 30 entitled "Position Requirements"" and REPLACE with "...as required in Section 27 entitled "Position Duties" and Section 29 entitled "Contractor Requirements Regarding Position."

2. DELETE on Pages 11-13, Section 5 EVALUATION CRITERIA FOR PHASE 1 SUBMISSION in its entirety and replace in its entirety with the following:

5. EVALUATION CRITERIA FOR PHASE 1 SUBMISSION

All Submissions will be reviewed by the Port Authority to determine if they adhere to the format required in these instructions, if they contain all required submissions and if the Respondent meets the prerequisites required for submission of an Phase 1 Submission. For firms meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of the Submission in order to determine if the Respondent will be qualified to bid.

A. Technical Expertise and Experience of Firm

The extent to which the Proposer has relevant experience furnishing unarmed, uniformed guard services of similar scope and complexity and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing unarmed, uniformed guard services using staff comparable in size to that necessary for the services to be provided hereunder. Special emphasis will be given to the extent the Proposer has demonstrated a high degree of performance in past contracts involving management of a guard service spread over a large number of facilities, with posts located in remote locations, often under stressful working conditions, while providing a high level of service to the public.

Consideration will also 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 the contract.

Experience of Proposer's senior management team in managing employee management programs, including, but not limited to:

a. Employee references
b. Security training program
c. OSHA safety training
d. Quality assurance and control programs
e. Disciplinary procedures
f. Staff planning

g. Payroll processing
h. Recruiting procedures and maintenance of a stable workforce
i. Performance improvement measurements
j. Self-assessment plan
k. Background screening plan
l. Customer service initiatives
m. Human resources development
n. Utilization of technological advances in Unarmed, Uniformed Security Guard Services
o. Contract management
p. Vehicle fleet maintenance and replacement programs
q. Proposer's financial capabilities to perform this contract.

B. Staffing Management

NOTE: By submitting an EQIB, the Respondent certifies that it will meet all wage and benefit requirements in the Contract without exception.

- The Submission 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 requirements of this Contract, including the quality of the health benefits and other supplemental benefits.
- The Firm's shall submit a plan that will ensure that employees who performed similar roles under a previous Port Authority Contract at the Facility suffer no diminution in wage rate under the new Contract.
- The Firm's plan for retaining current employees for this Contract and providing for a stable labor force, including a narrative description as to how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the base term of the Contract.
- The Firm's training and safe work environment plans for this Contract.
- Proposed staffing organization.
- Incentive plans

C. Management Approach

- The clarity and feasibility of the Submission, which shall include the Respondent's management philosophy, principles and programs to be utilized by the Contractor in performing the service
- Firm's proposed labor and supervisory staffing
- Security training plan

- Customer service plan
- Contractor's audit program
- Vehicle fleet maintenance and replacement program
- Contractor's background screening plan
- M/WBE sub-contracting plan
- Certification of Environmentally Preferable Products/Practices
- On-site management plans and work plan for this Contract, and
- Proposed quality assurance/quality control program addressing how the Firm will ensure compliance with the Contract insurance requirements, including, but not limited to:
    - general liability
    - automobile liability
    - workers' compensation insurance
- Wage and Health Benefit compliance.
- Strategic Partnership Measurement Program
- Insurance compliance on other Contracts with the Port Authority and its subsidiaries, if any

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 award to the lowest responsive, responsible bidder. The pages in this document that refer to pricing, prices costs, billing, rates, etc. including representative guard, related positions, titles and quantities are for informational purposes only. Actual 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 its Phase 1 submission may be found non-responsive. The Port Authority may redact pricing information from Phase 1 submissions and such information shall not be evaluated nor considered.

3. DELETE beginning on Page 17, section F "Evaluated Qualification Information" in its entirety and REPLACE with:

F. Evaluated Qualification Information

The firm must submit information that details and clearly describes its experience and capability to perform Unarmed, Uniform Guard Services described in this EQIB and its approach to such work for the Port Authority. The firm should provide information that illustrates the firm's qualifications in accordance with the Evaluation Criteria described in, Section 5 EVALUATION CRITERIA FOR PHASE 1 SUBMISSION. At a minimum, the Submission shall address the following:

1. **<u>Technical Experience, Experience of Firm</u>**

a. The firm shall submit a listing of all unarmed, uniformed security guard services Contracts that were performed by or are currently being performed by the firm within the last five (5) 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 firm should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm 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

The resumes of the individuals who are being recommended for these positions should be included in the submission.

c. The firm should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

- Unarmed, uniformed security guard services related training
- Security training program
- OSHA safety training
- Employee motivation and incentive programs
- Health benefits information programs for employees
- Quality Assurance/Quality Control programs
- Payroll processing
- Recruitment procedures
- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents)

d. The firm shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the firm has in the following areas:

- Utilization of technological advances in unarmed, uniformed security guard services and resulting benefits;
- Management of unarmed, uniformed security guard services in buildings and facilities of similar size.
- The firm should highlight any and all Aviation/Airport experience, although such experience is not required.

2. **Staffing Management**

Describe the firm's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

a. The firm shall submit a Wage, Health and Supplemental Benefits Plan for the Contract. In addition, the firm shall submit a self-assessment plan, applicable to all years of the Contract, which will include a system for monitoring, on a monthly basis, the Contractor's own performance with respect to its obligation to pay the specified Wages, Health and other Supplemental Benefits. The plan shall be subject to audit by the Port Authority.

The firm shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

b. Describe the firm's Employee Retention Plan for this Contract.

c. Describe in narrative form the firm's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the Contract period without specifically enumerating proposed wages, which shall be stated in Phase 2.

d. The firm's Submission shall describe its policies regarding the allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor.

e. Describe the firm's training, health benefits and workplace safety programs for this Contract.

3. **Management Approach**

a. The firm should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

b. The firm shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The firm shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the firm submit a staffing plan that maximizes the use of full time employees, including its on site management plan.

c. The firm shall submit the following information:
- Security training program
- Customer service plan
- Contractor's audit program
- Vehicle fleet maintenance and replacement program
- Contractor's background screening plan

d. The firm should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the EQIB. The firm must include its plan to ensure compliance with the requirements of this Contract, including, but not limited to:
- insurance requirements, such as:
  - general liability insurance
  - automobile insurance
  - workers' compensation insurance
- The M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- The Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision.

In addition, the Respondent should submit service standards (and the appropriate measurements thereof), concepts or procedures to provide the highest possible level of service at JFK and LGA Airports including how it will determine and maintain performance measurements.

4. DELETE on Page 20, in "Note on Minimum Wages, Health Benefits and Supplemental Benefits Other than Health Benefits", second sentence "Thus, all four categories..." REPLACE with "Thus, all categories of employees..."

5. DELETE on Page 21, Section 5 "Business Risk" first sentence "...succession plans to the Contractor and the Port Authority..." REPLACE with "...succession plans to the Port Authority..."

6. DELETE on Page 27, Section 1 General Agreement, the last two paragraphs on the page. REPLACE with:

   The basic mission of the Contractor's security guards and management staff is to (1) to protect life and property at Port Authority facilities and (2) protect the Port Authority's assets from theft, sabotage, and other hostile acts that may adversely impact the Port Authority or any authorized business conducted on the property of the Port Authority. How security guards and management staff accomplish this mission is set forth in policy and procedures determined by the Port Authority and provided to the Contractor.

   Security guards and management staff are not law enforcement officers. All security guards and management staff are prohibited from carrying firearms on the airport premises. The Contractor is required to provide Security Guard Training and to include the duties of the Security Guard in its Submission as such services are part of the duties required under this Contract.

7. DELETE on page 28, Section 2 subsection B under "Definitions", in its entirety and replace with:

   > The term "Manager" or "General Manager" shall mean the person designated by the Port Authority from time to time to exercise the powers and functions vested in each Manager or General Manager, or his/her designee, at John F. Kennedy International Airport and LaGuardia Airport.

8. DELETE on page 28, Section 3 entitled "Description of Services", the end of the first sentence "...as required in Section 28 entitled "Position Duties" and Section 30 entitled "Position Requirements"" and REPLACE with "...as required in Section 27 entitled "Position Duties" and Section 29 entitled "Contractor Requirements Regarding Position."

9. DELETE on page 31, Section 6 entitled "Billing and Payment", paragraph A, subparagraph 3, "...Cost, Pricing, Bid Form..." REPLACE with "Pricing forms."

10. DELETE on page 33-34, section 9, in its entirety and replace with:

Without limiting the generality of any other term or provision hereof, the Contractor understands it will not be separately reimbursed for the cost of Office Manager, Human Resource Manager, Human Resources Assistant, Assistant Project Manager or any Project Manager or for any other costs, including phone charges, office supplies and other related costs, unless those costs are shown on the Pricing forms any such costs are considered covered by the Management fees. The Contract shall provide clerical support as required, which 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.

11. DELETE on page 34, section 10, "The Contractor shall not perform Extra Work or any additional services without prior written approval from the Port Authority Airport Security Manager."

12. DELETE on page 34, section 7, first sentence "....in accordance with the Section 23...." REPLACE with "....in accordance with Section 22...."

13. DELETE on Page 41, under Minimum Hourly Wages, the following line items:

Lead Airport Security Agent (LASA)	Year one $19.89	Year two $20.49
	Year three $21.10	Year four $21.73

REPLACE with:

Lead Airport Security Agent (LASA)	Year one $17.90	Year two $18.44
	Year three $18.99	Year four $19.56

14. DELETE on Page 47, Section 15, subsection A., in its entirety and REPLACE with:

A. The Port Authority shall have the right at any time and from time to time in its sole discretion, to increase or decrease the regularly scheduled service hours and days to be provided by the Contractor hereunder. The right of the Port Authority under this paragraph to decrease regularly scheduled hours shall be limited so that no decrease shall be made that will result in a schedule which will be reduced more than 50% of the total hours scheduled during the immediately preceding 24 hour period nor increased by 50% of the total hours scheduled during the immediately preceding 24 hour period. In the event the Port Authority decides to increase or decrease schedule hours as aforesaid it shall give not less than twenty four (24) hours prior written notice to the Contractor to such effect, said changes to be effective upon the date specified in the said notice.

15. DELETE on Page 48, subsection D., "in addition to working the hours outlined above," and REPLACE with "in addition to working their regularly scheduled hours, they...."

16. DELETE on Page 49, Section 17 entitled "The Port Authority's Authority" and REPLACE with

Section 17. The Port Authority's Authority

The Port Authority shall have the overall responsibility for the determination of waiver approvals and for managing the operational aspects of this contract. The Contractor shall take direction from and perform the Contract to the satisfaction of the Port Authority.

17. DELETE on Page 57, Section 26, paragraph A, the last sentence: "Post coverage is to be continuous during the hours specified."

18. DELETE on Page 58, Section 27, the last sentence: "The Port Authority shall have the right at any time and from time to time in its sole discretion, to increase or decrease the regularly scheduled service hours and days to be provided by the Contractor hereunder."

19. DELETE on Page 63, Section E entitled "Tour Supervisor Duties", the first paragraph under the section title in its entirety and replace with:

> The Contractor shall provide two (2) Tour Supervisors, at both JFK and LGA, 24 hours a day, 7 days a week, 365 days a year (366 days in leap year) at the Facility. The Tour Supervisors will have direct supervisory responsibilities and will serve as the Contractor's representative at the Facility for the purpose of assisting the Contractor's Project Manager in fulfilling their responsibilities as outlined above.

20. DELETE on Page 68, section K:

Knowledge, Skills, and Abilities

1) Knowledge of New York Security Laws.
2) Familiar with dealing with Collective Bargaining Agreements.
3) Ability to write and investigate incidents and issues.
4) Ability to speak in front of large crowds.
5) Ability to work independent with minimal supervision.
6) Familiar with Disability – Unemployment process.
7) Ability to multi-task.
8) Ability to identify qualified persons for employment.
9) Knowledge of MS Office.

Minimum Qualifications

1) NY Security Instructor Certification preferred.

2) Experience in Problem solving.
3) H/S Graduate.
4) Labor organization background.

21. DELETE on Page 69, section L:

Knowledge, Skills, and Abilities

1) Knowledge of New York security guard laws.
2) Ability to write and speak English.
3) Ability to work independent with minimal supervision.
4) Ability to multi-task .
5) Ability to identify qualified persons for employment.
6) Knowledge of MS Office.

Minimum Qualifications

1) Experience in Problem solving.
2) H/S Graduate.
3) Exceptional Organizational Skills.
4) Ability to work with little or no supervision.

22. DELETE on Page 69, Section 29 A, point 5 "To be certified as guards by New York State" and REPLACE with "To be certified as guards by New York State. See Section 32, point B for requirements."

23. DELETE on Page 70, Section 29 B entitled "Lead Airport Security Agent", point 5 "entitled "Tours of Duty" that apply to the Airport Security Agents" and REPLACE with "entitled "Tours of Duty."

24. INSERT on Page 71, at the end of Section 29 and before Section 30 the following two additional sections:

E. Human Resources Manager

1) Knowledge of New York Security Laws.
2) Familiar with dealing with Collective Bargaining Agreements.
3) Ability to write and investigate incidents and issues.
4) Ability to speak in front of large crowds.
5) Ability to work independent with minimal supervision.
6) Familiar with Disability – Unemployment process.
7) Ability to multi-task.
8) Ability to identify qualified persons for employment.
9) Knowledge of MS Office.
10) Human Resource Experience.

Minimum Qualifications

1) NY Security Instructor Certification preferred.
2) Experience in Problem solving.
3) H/S Graduate.
4) Labor organization background.

F. Human Resources Assistant

1) Knowledge of New York security guard laws.
2) Ability to write and speak English.
3) Ability to work independent with minimal supervision.
4) Ability to multi-task .
5) Ability to identify qualified persons for employment.
6) Knowledge of MS Office.
7) Human Resources experience.

Minimum Qualifications

1) Experience in Problem solving.
2) H/S Graduate.
3) Exceptional Organizational Skills.
4) Ability to work with little or no supervision.

25. DELETE on Page 77, Section 33 entitled "Personnel Folders", the first sentence "...requirements set forth in Section 33 of the Contract..." and REPLACE with "...requirements set forth in Section 32 of the Contract..."

26. DELETE on Page 77, Section 33 entitled "Personnel Folders", the last sentence "...records shall be retained..." and REPLACE with "...records may be retained..."

27. DELETE under "Number of Employees" on Pages 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, the following : "Item#1: Direct Wages" and REPLACE with "Item#1: Average Hourly Direct Wages".

II. QUESTIONS AND ANSWERS

Question 1

Is SEIU – 32 B/J currently representing the security officers at JFK and LGA Airports?

Answer 1

Yes

Question 2

It seems as though the vehicle types and amounts are disclosed in the sample pricing, is that correct?

Answer 2

Yes, but see also Exhibit 3 page 198 and 199.

Question 3

Can we be given the annual mileage per vehicle?

Answer 3

Estimated: JFK mileage is 50,000 per vehicle and LGA is 40,000 per vehicle.

Question 4

Is a [Collective Bargaining Agreement] (CBA) available to view?

Answer 4

The Port Authority cannot furnish a copy of the CBA to prospective Respondents nor can it attest to its accuracy if it were made available regardless of supply source. Respondents have to be in complete accordance with EQIB 22330 and any issued addendum (or addenda) which shall prevail.

The Port Authority calls your attention to Section 1 page 8 Paragraph I entitled *Union Jurisdiction* and Part II, Standard Contract Terms and Conditions, General Provisions on page 7 of 27, paragraph 9 entitled *Harmony*.

Question 5

Is the current contract available to view?

Answer 5
Yes, see the EQIB Section for instructions how to view.

Question 6

We are a security company that does not meet the 20 million dollar requirement, we would like to team up with a company that does qualify for requirement, but does not hold a NYS license for guarding, will they need to be approved by the Port Authority prior to September 15, or can that be done afterward. Would we be eligible with this company to bid?

Answer 6

Please review Section 3 Prerequisites p. 10-11 and the joint venture information.

Question 7

We are not a minority company, does any part of our company or our partnering company need to meet a minority requirement in order to bid?

Answer 7

No, Please review the *M/WBE Subcontracting Provisions* located on page 13-15 within the EQIB document.

Question 8

We were told by an outside source that in order to qualify your company needs to be at least 17% minority. Is this true?

Answer 8

No, Respondent submissions shall be in accordance with the EQIB document and any Port Authority issued addendum or addenda.

Question 9

Please advise how much liquidated damages were assessed by the PANYNJ in 2009, 2008 and 2007?

Answer 9

Under $5,000 per year for each airport.

Question 10

Do we correctly understand that the EQIB submission is to include descriptions regarding the items (identified as evaluation criteria) listed on pages 12 through the first half of page 16?

Answer 10

Yes

Question 11

In light of the rather voluminous request for information for the EQIB, might the Port Authority consider extending the deadline for the EQIB submission; not in the least as the initial release of this EQIB took place when many were either on or just about to go on vacation?

Answer 11

No

Question 12

On page 20, the note in the middle on the page refers to four categories, which four categories is the note referring to?

Answer 12

Please note that the word "four" before the word "categories" was removed in item no. 4 of the CHANGES TO THE SOLICITATION section of this addenda.

Question 13

In the last four years, how many times has the PA withheld payment for a vehicle because a vehicle was not satisfactorily provided?

Answer 13

Zero, the Contractor does not bill the Port Authority when the vehicle is not provided.

Question 14

We are requesting that a copy of the seniority list.

Answer 14

See attached. Note other parties provided this information so the Port Authority cannot attest to its accuracy.

Question 15

Can the Port Authority provide a complete incumbent contractor active employee listing for both the JFK & LGA projects? Can the list also include all categories complete with the first initial & last name, category of employee, their date of hire, wage rate, FTE status and health insurance plan coverage (family or single)?

Answer 15

See attached. Note other parties provided this information so the Port Authority cannot attest to its accuracy.

Question 16

Page 12, Section B, staffing management states that the respondent will meet all wage and benefit requirements in the contract without exception. Can the Port Authority please clarify what document will take precedence over the contract with regard to wages and benefits, the Collective Bargaining Agreement in place for employees working for Covenant Security or the Port Authority solicitation document?

Answer 16

The Contractor will meet all wage and benefit requirements in the contract without exception. Respondents should review Section 1 page 8 Paragraph I entitled *Union Jurisdiction* and Part II, Standard Contract Terms and Conditions, General Provisions on page 7 of 27, paragraph 9 entitled *Harmony.*

Question 17

Can the Port Authority provide a description of the health benefits and other supplemental benefits that are currently being provided under the Collective Bargaining Agreement covering employees at JFK and LGA Airports? Requested information shall include a plan description of the current health insurance plan other benefits that may include 401k plan, life insurance, flexible spending accounts, etc.?

Answer 17

No. Contractors can view the incumbent contract award.

Question 18

Can the Port Authority identify M/WBE vendors that are currently providing services under the existing security contract at JFK/LGA?

Answer 18

This information is not available.

Question 19

Page 39, Section 11 (a) indicates that the contractor shall provide separate additional personnel, equipment, materials and or services for Extra Work when requested by the Port Authority. Can the Port Authority provide the number of hours/or services for Extra work that has been utilized in the previous contract over the last three years?

Answer 19

None, extra hours are not considered Extra Work. Extra hours are considered increases/decreases in frequencies. Note: all quantities are estimated.

Question 20

Page 49, Section 18 states that the Port Authority will provide space at the facility for office purposes. Can the Port Authority confirm that space will be available at both JFK and LGA Airports?

Answer 20

Yes, space will be available at both airports.

Question 21

Page 52, Section 19 states that parking may be available for the Contractor's employees at the facility Managers discretion. Can the Port Authority confirm whether or not parking is available at JFK and provide the approximate cost?

Answer 21

At no cost, parking at JFK is available in front of Building 14 on a first come first serve basis.

Question 22

Page 60, item #6 specifies that the Lead Security Officer will perform the Duties of Fire Safety Director for Building # 14 at JFK Airport. Can the Port Authority confirm if the Fire Safety Director position is subject to New York City Local Law 5, and if it requires a Certificate of Fitness from the New York City Fire Department along with an on-site examination?

Answer 22

Yes.

Question 23
If an onsite examination is required, will the Port Authority reimburse the Contractor for the expense of the on-site examination and licensing?

Answer 23
No, the onsite examination for the Fire Safety Director duty is not a direct reimbursable expense.

Question 24
Can the Port Authority provide the name of the Security Operations System?

Answer 24
Lenel OnGuard.

Question 25
In regards to EQIB Phase I deliverables [reference page 18, 2.a. Experience & Capabilities of Firm] is it the intention of the Port Authority to have each respondent provide information for all contracts being serviced or having been serviced in the past five (5) years or can a contract list be provided that demonstrates company experience and capabilities for delivery of services of similar size & scope with contract values and customer contact information?

Answer 25
Respondents can provide a contract list demonstrating company experience and capabilities for delivery of services of similar size & scope with contract values and customer contact information.

Question 26
Can the PA confirm and clarify what is meant by "providing the names, address and telephone number of owners"-as many contracts/customers are in fact Government Agencies and public entities?

Answer 26
Respondents shall supply the reference information, regardless of the status of the entity for which Respondent is providing services.

Question 27
Can the PA clarify what information is required with regards to, "Representatives familiar with the work that the Port Authority may contact" would that be respondent representatives or representatives associated with each contract as provided and referenced in question 13 above?

Answer 27
The owner/customer the Port Authority will contact to confirm the Respondent's submitted information.

Question 28
Does the Port Authority have flex fuel stations at LGA and JFK?

Answer 28
E85 is available at LGA airport only at this time.

Question 29
What is the anticipated start-up turnaround time?

Answer 29
Estimated 30 to 60 days.

Question 30
When is the anticipated award date?

Answer 30
If awarded, on or about December 1, 2010.

Question 31
In order to provide vehicles that meet the specifications of page 55 (section 25), there is a possibility that vehicles will be factory ordered which could potentially take 8-10 weeks for delivery. Will the PA consider the delivery of vehicles as part of the transition plan?

Answer 31
Yes

Question 32

Page 86, section D states that the vendor will provide an adequate number of signal repeaters to provide complete coverage of all areas of JFK and LGA. Can the Port Authority provide the number of repeaters that are currently being utilized under the existing contract as well as the make and model numbers of the equipment?

Answer 32
There are approximately six (6) repeaters at JFK and 1 repeater (1) at LGA. Equipment make and model number information is not available.

Question 33
What is the radio frequency being utilized at JFK?

Answer 33
The selected Contractor will be advised of the frequency.

Question 34

Paragraph 1.F, on p.7 of the RFP, states "...If your submittal is hand-delivered, please note that only individuals with valid photo identification will be permitted to the Authority's offices..." Is a valid, state-issued driver's license, or a U.S. passport, acceptable as photo identification?

Answer 34
Yes.

Question 35

a) **Section 6, on p.14 of the RFP, states "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." Are these measures mutually exclusive – i.e., is the 12% MBE requirement in additional to the 5% WBE requirement, yielding a total of 17% to be subcontracted?**
b) **Or, does the WBE subcontract also qualify towards fulfilling the MBE requirement**

Answer 35

a) Yes
b) If the WBE is also a MBE it can qualify.

Question 36
Section 30 of Attachment B, Contract Terms and Conditions for Facility, states "A regular 8-hour tour for a guard shall include a minimum of a 30-minute meal period...Each guard will receive an additional twenty minutes of relief time during each 8-hour tour....Guards shall be relieved from duty during lunch and relief periods and will not be permitted to

take these breaks on post." Are there break rooms on site that the guards are permitted to use for lunch and break periods?

Answer 36
No at LGA, Yes at JFK.

Question 37
Section 37 of Attachment B, Contract Terms and Conditions for Facility, states "At the expiration of earlier termination of the Contract, the uniforms shall be and become the sole property of the Port Authority." Prior to that, during the period of the performance of the contract, what is the status of any uniforms that are turned in to the Contractor by personnel leaving the program?

Answer 37
The Contractor will return the uniforms to the Port Authority.

Question 38
Proposals, in response to the EQIB RFP, are to be submitted at 1 Madison Avenue, New York, NY, prior to 2:00 PM on September 15, 2010. Once we arrive at the Reception Area (with one Original and ten Copies of the proposal) what is the process for making the delivery to the appropriate office?

Answer 38
Checking in at the ground floor security/concierge desk, to secure a visitors pass to the seventh (7th) floor Procurement Department security desk who will then contact the Port Authority bid custodian.

Question 39
Paragraph 5.B, second bullet requires firm to submit a plan to ensure current employees will not receive reduced pay or benefits for similar jobs under the new contractor. Will the Port Authority provide the offerors with a list of wages and benefits for current employees so we can ensure equal compensation?

Answer 39

The following information was provided to the Port Authority by others, therefore the Port Authority cannot attest to its accuracy. As of August 27, 2010, the following are direct wages by title: :

Airport Security Agent (ASA) $16.10

Lead Airport Security Agent (LASA) $17.78

Central Security Station Agent (CSSA) $20.56

Tour Supervisor $28.60

Question 40

Attachment B, Section 5, D requires the contractor to provide health benefits for employees and families at no cost to the employee. Will the Port Authority provide a list of current employees who have families to allow contractors to comply with this requirement?

Answer 40

No. Please refer to Section 12, *Wages, Health and Supplemental Benefits*, paragraph D, pages 42 and 43.

Question 41

Attachment B, Section 10 discusses liquidated damages, and the customer care program discusses employee incentives and awards for superior customer service. Will the Port Authority consider an incentive or award program for the Contractor to recognize superior performance?

Answer 41

No.

Question 42

The document specifies vehicle requirements in detail, and we understand the Port Authority will pay for all fuel.

Answer 42

Fuel will be provided to vehicles operating exclusively under this Contract.

Question 43

Section 5 [Escalation – Initial Term and Option Years] is missing a paragraph "C". Is this intentional?

Answer 43

There is no missing paragraph.

Question 44

Exhibit 2 – The form used for Calculation of Hourly Rate requests "Number of Days Provided" for item #3 although the blanks include the dollar sign ($). Is the Contractor supposed to provide the dollar amount or the number of days?

Answer 44

Those Respondents qualified to participate in the second phase (the bid phase) will have to provide both.

Question 45
"Paragraph 7 on page 21 of the solicitation states that the bidder must agree with the Standard Terms and Conditions, but is permitted to submit exceptions. Please clarify what exceptions are permitted. Can a bidder submit exceptions to Part II of Attachment B? Can a bidder submit exceptions to any of the other parts of Attachment B? Can a bidder submit exceptions to other parts of the solicitation?"

Answer 45
Any Respondent taking exception to the EQIB is at risk on having its submission deemed non-responsive and may not be considered.

Question 46
Paragraph 4 on page 7 requires the submission of financial information. Will the Port Authority accept the Annual Report of the bidder's parent company, a publicly traded company, in response to this item?

Answer 46
Yes, however the Parent is responsible for the actions of the Division/subsidiary and a Parental guarantee may be required.

Question 47
Please provide clarification to the Recycled Material Certification requirement in paragraph 7, on page 15.

Answer 47
Respondents shall submit a *Certified Environmentally Preferable Products/Practices Form* ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the *Certified Environmentally Preferable Products/Practices Provision.*

Question 48
Paragraph 8.A (5)requires submission of the residences of the corporate officers. Will submission of the state of residence be sufficient. If the entire address is submitted, will this information be treated as confidential?

Answer 48
A state of residence is not sufficient. The Port Authority is subject to its Freedom of Information Policy and Procedure. However information of this nature may be redacted.

Question 49
Please clarify whether background screens are required on an annual basis (Paragraph 4 on page 20)?

Answer 49
Background screening is required at the start of this Contract, though not on an annual basis.

Question 50
There appears to be some provisions needing clarification:

a. **Page 41, paragraph B, first sentence: Should there be a "not" before "allowed" in line 2?**

b. **Page 44, paragraph G: There appears to be language missing in the second sentence. Please clarify?**

c. **Page 45, paragraph K: There appears to be language missing between the first and second sentences?**

Question 51
Page 59, Section 27.A(17). Will vendor personnel be doing any passenger screening?

Answer 51
No

Question 52
The EQIB indicates in several locations that personnel must report for duty 30 minutes before the start of shift for roll call. Since vendor personnel must be paid for such time, will such time be billable under the contract?

Answer 52
The Contractor must factor in all costs to determine its hourly /fee pricing that will appear in the second phase. Separate billing for Roll Call, and Relief is NOT accepted.

Question 53
Page 71, Section 30.B. Is vendor required to pay employees while on their meal and relief breaks?

Answer 53
The Contractor is not required to pay employees while on their meal breaks. However it is the Contractor's business decision. Employees shall receive payment for relief breaks.

Question 54
Page 75, Section 32.B(5). Will non-US citizens with authority to work in the U.S. be permitted to be assigned to the contract?

Answer 54
No

Question 55
Page 76, Section 35.B(11). The vendor must comply with the Americans With Disabilities Act. Thus, will hearing aids be permitted?

Answer 55
Yes

Question 56
Page 78, Section 34.B specifies annual refresher training. Page 80, Section 34.E specified refresher training in the third year. Please clarify these requirements?

Answer 56
The Contractor shall be responsible for annual refresher training.

Question 57

The staffing figures included in RFP pages 73 and 74 do not reconcile with other overall RFP staffing numbers or those articulated at the walkthrough. Would you please supply the number and types of posts as well as a post-by-post staffing breakdown for this contract at JFK and [LGA]?

Answer 57
Page 73 and 74 are representative samples of post coverage. However, submissions must be in accordance with the estimated quantities that will be shown on the formal Pricing forms which will be made available to those firms qualified to submit a bid in Phase 2.

Question 58

Would you please provide the number and types of vehicles for each post (above)?

Answer 58
No. However, submissions must be in accordance with the estimated quantities that will be shown on the formal Pricing forms which will be made available to those firms qualified to submit bids in Phase 2.

Question 59

What number and types of vehicles are currently used for employee shuttle transport?

Answer 59
This information is not available. All vehicle requirements and quantities are specified in the EQIB document, Exhibit 3 page 198 and 199.

Question 60

Are salaried employees included in the [Collective Bargaining Agreement] (CBA)? If not part of the CBA, what health and supplemental benefits do management/staff/salaried personnel currently receive?

Answer 60

The Port Authority does not have a copy of the CBA, which refers to salaried employees.

Question 61

We thought we understood at the walkthrough that portable radios were to be provided by PANYNJ; however, this conflicts with the RFP. Please clarify.

Answer 61
The Contractor is to provide the radios.

Question 62
If Contractor is providing radios, how many repeaters and base stations do we need to plan for? Can we purchase repeaters that are already in place?

Answer 62
There are approximately six (6) repeaters and (1) base station at JFK and one repeater (1) and one (1) base station at LGA. It is the Contractor's decision whether to purchase the repeaters already in place.

Question 63

Are fuel costs for Guard Transportation Service vehicles reimbursable?

Answer 63
Only vehicles specified and exclusively used under the EQIB will be supplied fuel. The Respondent has to factor other costs in its hourly rates/fees in the second phase (the Bid).

Question 64

What is meant by the line item "Roll Call" on the pricing pages?

Answer 64

The costs associated by the Contractor to have its employees ready prior to assuming their Post(s) (e.g. announcements, condition awareness, uniform, equipment checks, ID checks)

Question 65

What is the employee turnover rate for this job at JFK and LGA?

Answer 65

Information is not available.

Question 66

Please clarify which party assumes the cost for each specific training course/requirement.

Answer 66
Please refer to Section 34, *Training Provided by the Contractor* and Section 35, *Training Provided by The Port Authority* for information.

Question 67

The RFP requires "a statement of work which the firm has on hand, including any work on which a bid and/or related document has been submitted, containing a description of the work, the annual dollar value, location, percentage of completion, etc...." Will a general statement of work be sufficient in response to this requirement, or do we have to retrieve and list the information for the hundreds of contracts and numerous pending proposals that we have?

Answer 67

A general statement of work with a detailed explanation of significant contracts is acceptable.

Question 68
Are the holidays billable?

Answer 68
Holidays are considered a routine posted rate. Separate billing for Holidays is NOT allowed. The Contractor shall factor its costs accordingly in determining its pricing, if selected to participate in Phase 2.

Question 69

Secure Worker Access Consortium is referenced among the RFP documents, but it is not clear to us whether or not these credentials are to apply to personnel working on this contract.

Answer 69
The Contractor will be advised once the Contract is awarded.

Question 70

Is Construction Supervisor pay rate the same as Tour Supervisor pay rate?

Answer 70
Yes, The sample Pricing forms in the EQIB do not differentiate between a Tour Supervisor and a Zone 3 Construction Tour Supervisor.

Question 71

a) **Cost Bid Pricing Form for LGA Item #5: What conditions or specifications for the basis for a Daily Per-Vehicle Charge based on 20 days?**
b) **Which vehicles are included in this (20-day) group?**
c) **What days of the month are such vehicles excluded from operation, and why?**

Answer 71
The Sample Cost Pricing Forms are for informational purposes only. Formal Cost Price Sheets will be made available to those selected Respondents deemed qualified to participate in the EQIB second phase (bid phase).

Question 72

Section 12, Wages, Health, and Supplemental Benefits, #9 (pg. 40) outlines Supplemental Benefits that include but are not limited to: "fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefit, life, accident, or other such types of insurance". In Item B (pg 41) a further description of supplemental benefits computation.

a) **Does the Port Authority have any minimum benefits for vacation, holiday or sick time?**
b) **Regarding the incumbent workforce transitioning to a new contractor, is there a requirement for any of the supplemental benefits such as vacation or sick be carried over to the new contract?**

Answer 72

a) No.
b) Yes.

Question 73

Section 18, Space Provided to the Contractor, As described some space will be provided by the authority (i.e. men's and women's locker rooms, and subject to availability space for storage of "equipment, materials and supplies". Will office space be provided by the Port Authority for the management of operations (i.e.. Project Office, HR, Management functions)?

Answer 73

Some space will be provided to the Contractor as specified in Section 18 entitled *Space Provided to the Contractor.*

Question 74

Section 38, Equipment, Does the Port Authority require any other equipment that the Contractor must possess/purchase to facilitate the duties at the various posts for meet the services requirements? (i.e. inspection equipment for persons and/or vehicles (handwands, gloves, underside mirrors, flashlights, etc.)

Answer 74
The Port Authority will provide flashlights to the security guards. The Contractor will provide underside mirrors. Handwands are not currently utilized and are will not be used in the new Contract. Any other equipment shall be decided on a case-by-case basis. Equipment not specified under the Contract may be reimbursable under the Extra Work Provision.

Question 75

Section 41, Customs Bond Requirements, Under this contract, if Custom Bonds are required, which duties and/or work locations will require US Customs & Border Protection (CBP) Access Seal background check (if applicable.) Is the Contractor required to order

the CBP check themselves? What are the thresholds for passing a CBP background check? And what costs are associated with the CBP seals to gain access to Custom's areas?

Answer 75

After award, the Contractor will be given a point of contact to obtain more information about the Customs and Border Protection bond requirements.

Question 76

Will the Port Authority provide space or a garage at each airport for the Contractor to perform vehicle maintenance?

Answer 76

No.

Question 77

Will the Port Authority please identify if the incumbent is utilizing a subcontractor to perform vehicle maintenance on the current contract and if so, who?

Answer 78

This information is not available.

Question 79

Is the incumbent provider eligible to submit a bid for the new contract?

Answer 79

Yes.

Question 80

Will the Port Authority please provide the current monthly contract cost?

Answer 80

JFK July 2010 invoice total - $1,107,714.62

LGA July 2010 invoice total – approximately $450,000.00.

Question 81

Would the Port Authority please identify who the current minority and women owned subcontractors are?

Answer 81
Information is not available.

Question 82
Will the Port Authority allow offerors to talk to current incumbent management staff?

Answer 82
The Port Authority does not make that decision; it is between the Respondent and the Incumbent employees.

Question 83
Would the Port Authority please 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

Answer 83
The Contractor determines cost of recruitment and training.

Question 84

a) **Would the Port Authority please identify what position required relief?**
b) **Are any positions or posts self-relieving?**
c) **Can supervisors provide relief?**

Answer 84
a) All positions require relief.
b) No, a security guard should never abandon his/her post.
c) No.

Question 85
The current vendor allows for a single 50 minute break, combining the 30 minute lunch break with the required 20 minute break. Will the Port Authority allow this practice to continue with new contractor?

Answer 85
If requested by the Contractor, the Port Authority will consider the request.

Question 86
During the site visit, there were discussions regarding the vehicle maintenance personnel for each shift that are provided by the incumbent to manage the fleet. Are these positions billable? And if so, at what level/position?

Answer 86
There is no direct billable, Respondents have to factor in the costs into their billable rates/fees.

Question 87
a) Will the Port Authority please confirm if the badging systems are provided by the PA?
b) And if they are not, would the Port Authority please identify how many systems are required and what type?

Answer 87
a) The Port Authority owns the airport badging system. The Contractor is responsible for all other badging needs.
b) Same answer as above.

Question 88
Would the Port Authority please identify if the Contractor is to provide the Shields for the officers uniforms, as they are custom made?

Answer 88
Metal shields are not allowed under this Contract. Please refer to the *Uniform Specifications* section within the EQIB document.

Question 89
Would the Port Authority please confirm whether or not radar training is billable?

Answer 89
No.

Question 90

a) Section 35 details training provided and paid for by the Port Authority – "the PA will reimburse to the Contractor the hours taken by the Contractor employees working directly under this contract who successfully passed the training specified above". Would the Port Authority please clarify what happens to ones that don't pass or complete the training?
b) Does the contractor absorb that cost?

Answer 90
a) The Contractor is NOT reimbursed for those contractor employees that do not complete training.
b) Yes

Question 91
Would the Port Authority please identify what percentage of the current security force requires training to meet contract requirements?

Answer 91
100%

Question 92
Would the Port Authority please provide guidance as to what allowances will be provided to the successful contractor to comply with the 2014 mandated requirements or costs incurred as a result of the Patient Protection and Affordable Care Act of 2010?

Answer 92
Please refer to Section 12, *Wages, Health and Supplemental Benefits* starting on page 39.

Question 93
Will the Port Authority allow for additional questions by the offerors during Phase 2?

Answer 93
To be determined.

Question 94

Will the Port Authority be willing to enter into a confidentiality agreement with a respondent firm that covers the firm's certified financial statements?

Answer 94

The Port Authority cannot as it operates under its Freedom of Information Policy and Procedure. However certain information may be redacted for being distributed of which financials may be exempt from disclosure.

Question 95

Will you accept certified financial statements sent directly from an auditing firm to the Port Authority rather than as part of the EQIB package?

Answer 95

No, the information has to come from the Respondent.

Question 96

Can you please provide the current contract value with Covenant by year?

Answer 96

The estimated 4-year award is $93,792.832 exclusive of CPI adjustments.

Question 97

Will there be any preference points awarded to a submission that includes M/WBE subcontracting?

Answer 97
The evaluation committee will make that determination.

Question 98
Sec[tion] 9, subsection L gives the PANYNJ the ability to make multiple awards. Is it the expectation of the PANYNJ to make a single award or break the contract up into smaller contracts along some logical basis such as geographic, function or skill levels?

Answer 98
It is the intent to award a single contract. However it is the Port Authority's unilateral decision if more than a single award is made.

Question 99

Sec[tion] 8 page 35 requires the Contractors who maintain offsite data to set up for auditors to review it.

a) **How many auditors generally perform an audit and for how long?**
b) **Since we are responsible to pay for travel and accommodations, and an audit can be performed at any time and for an unlimited amount of time, is there a cap on the amount of expense a contractor is expected to bare?**

Answer 99

a) The number of Auditors varies, as many as are necessary to complete the audit.
b) Audits may take place at any time. Expenses, if any, are the Contractor's business risk.

Question 100

Section 10 only provides for negative monetary assessments. Is there any consideration for upside to the contract that exceeds expectations?

Answer 100

No.

Question 101

Section 12.A.3 mentions an 'Employee Incentive Plan'. In an effort to ensure that our technical approach is consistent with existing practices, can the PANYNJ provide a copy of the existing plan?

Answer 101

No. However, Respondents can review the current Contract. Please refer to the EQIB for instructions.

Question 102

Section 12.C provides the current and future wage rates for all positions except HR Manager and HR Assistant. Can the PANYNJ please provide the current wages for these two positions?

Answer 102

No, these are two newly created positions for this Contract.

Question 103

Section 27 [Pages 58 and 63] B & E both require the positions to act as Fire Safety Director for Bldg 14.

a) **Are the current staff certified as such?**
b) **Is there a cost associated with such certification?**
c) **Can you provide a description of what is required to become NYC Certificate of Fitness 3RCNY, Section 6-01?**

Answer 103

a) Yes
b) Yes
c) No

Question 104

Section 27 K requires the position to be at their work for a 9-hour period but will compensate for only 8. Can you explain why one hour of work will not be compensated?

Answer 104

The one-hour is for an unpaid break.

ITEM 105 IS A CONTRACTION CHANGE TO THE BOOKLET

Question 105

The summary page says the bids are due on 9/15 by 2PM in two places. The EQIP cover page says the bids are due 9/15 at 11:00 AM. Can you verify which time is correct?

Answer 105

The submission due time is 2pm.

END

EXHIBIT III.

EQIB 22330 INFORMATION EXHIBITS ADDENDUM 1

LGA SENIORITY

JFK SENIORITY

LGA HOURS WORKED 8/7/10 –8/20/10

JFK HOURS WORKED 8/7/10—8/20/10

EXHIBIT IV.

Sign In Sheet August 31, 2010 EQIB# 22330 (JFK) LGA U.U.S.G.S.

	Name	Company	Telephone	Email
1.	Charles HDuffin	Archange		
2.	Arnaldo Salinas	ArchAngel Sec.		
3.	August Tiberio	G4S/Wackenhut		
4.	Aurea Zeiders	G4S/Wackenhut		
5.	Brett Makris	Kim Protection		
6.	Douglas Goode	Gateway Security, Inc		
7.	Menachem Neuhaus	First Security		
8.	Lucia Oswald	Global Security Assoc.		
9.	Lenny Bonventre	Global Security		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

Name	Company	Telephone	Email
1. Joseph Lizardi	Madison Security Group		
2. Vincent Neville	Finest Security		
3. Gregory Falco	ABM Security		
4. Matt Cullen	Vescom		
5. Anthony Romano	Elite Investigations		
6. Gary Wekseler	Elite Investigations		
7. Michael Lissaur	U.S. Security Asso		
8. Joe Mateo	U.S. Security Associates		
9. Rob Rubin	Paragon Systems		
10. Dane Vontobel	Andy Frain Serv.		
11. Mark Preciusi	ISS Security Serv		
12. Erica Dyer	Covenant		
13. Lex Williams	Covenant		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

Name	Company	Telephone	Email
1. Martin Feeney	ALLIEDBARTON		
2. Glenn Ingebretsen	AlliedBarton		
3. BRIAN FCGARTY	ALLIEDBARTON		
4. William McLauthlen	Optimum Sec		
5. Tke BRYANT	USA		
6. John A. Marshall	One Step Above Sec		
7. FRANK PROCTOR	SECURIGUARD INC		
8. Brian Carson	PSC		
9. PAT O'NEIL	AVIATION SAFEGUARDS		
10. Michele Delgado	PANYNJ		
11. Courtney Fong	PANYNJ		
12. GERALD S[illegible]	PANYNJ		
13. Charles Agno	PANYNJ OEM		
14. Jessica Johnson	Johnson Security Bureau, Inc.		
15. Waleed Cope	Johnson Security Bureau, Inc		
16. Steven Bruchin	PAPTA Security		
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Sign In Sheet August 31, 2010 EQIB# 22330 (JFK) LGA U.U.S.G.S.

	Name	Company	Telephone	Email
1.	Robert Kolstad	Quality Protection		
2.	Daniel Heyman	Quality Protection Services		
3.	Francis Constable	Quality Protection		
4.	St. Joseph Hall	Harvard Security		
5.	Kenneth Mead	Harvard Asbestos Maintenance		
6.	Dominick Ripilino	Harvard		
7.	Patricia M. Cudey	Global Elite Group		
8.	Anthony Tribo	Summit Security		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

Name	Company	Telephone	Email
1. GARY EGAN	SOS SECURITY		
2. JOE MARTINO	SOS Security		
3. ROSANNE MANGLIBI	SOS SECURITY		
4. EMEKA ONAH	SEC-CURITY		
5. YEHUDA DAPHNA	ISS ACTION		
6. William Manning	Summit Security		
7. RICHARD J. ROSA	SUMMIT SECURITY		
8. Pamela Newman	ISS Action		
9. WAYNE Smart	lockdown Patrol		
10. Omoregbe Omede	Summed Protective		
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SB

Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

	Name	Company	Telephone	Email
1.	Michael Montalvo	RPV		
2.	GEORGE BATSON	Apollo		
3.	CAROLYN DUTSON	Apollo		
4.	CLORINDA ANTONUCCI	AIR SERV		
5.	STEVE WRAGG	AIRSERV		
6.	JOE MINUTILLO	APG SECURITY		
7.	James McGinley	Garrison Protective Svc		
8.	Sheldon Baptiste	V.S.A		
9.	CHRIS LYONS	Garrison Prot Svcs		
10.	John PAGNOTTA	FJC		
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Sign In Sheet | August 31, 2010 | EQJB# 22330 | JFK/LGA | U.U.S.G.S.

	Name	Company	Telephone	Email
1.	Carl Kristensen	FJC		
2.	David Link	FJC		
3.	Bob Watts	Risk		
4.	Kevin Guerin	Risk		
5.	Joseph Osagie	J&D Sec		
6.	Tom Ferrazzoli	Andrews Kurth		
7.	Richard Reed	Andrews Kurth		
8.	Deirdre King	King Protection		
9.	Martin Allen	L.D.S.		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

	Name	Company	Telephone	Email
1.	BOB WATTS	RISK		
2.	Kevin [illegible]	RISK		
3.	JOSEPH MARTINO	SOS Security		
4.	Rosanne Mancinisi	SOS Security		
5.	GARY EGAN	SOS SECURITY		
6.	[illegible]	CONSULTANT		
7.	PRAMOD SAGGI	PA	(718) 573-3998	psaggi@panynj.gov
8.	Jessica A. Johnson	Johnson Security		
9.	Waleed Cape	Johnson Security		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

	Name	Company	Telephone	Email
1.	Glenn Ingbretsen	Alliedbarton		
2.	Martin Feeney	Alliedbarton		
3.	BRIAN FOGARTY	ALLIED BARTON one step above		
4.	John A Marshall	Security, Inc		
5.	EGEX/WILLIAMS	COVENANT SECURITY		
6.	Douglas Goode	Gateway Security		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

	Name	Company	Telephone	Email
1.	MATT CULLEN VEXCOM			
2.	ROBERT GOLSTAD Quality Protection			
3.	DANIEL HAYMAN QUALITY PROTECTION SERVICES			
4.	FRANCIS CONSTABLE Quality Protection Service			
5.	ROB RUBIN PARAGON SYSTEMS			
6.	STANLEY ARUNGHAM PEAK SECURITY PLUS			
7.	Adesewa Osinowo Peak Security Plus			
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK (LGA) U.U.S.G.S.

	Name	Company	Telephone	Email
1.	DANE HONTOSZ	ANDY FRAIN SERVICES		
2.	Gregory Falco	ABM Security		
3.	[illegible]	FJC		
4.	August Tiberio	G4S/Wackenhut		
5.	Hailey Zeiders	G4S/Wackenhut		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK LGA U.U.S.G.S.

	Name	Company	Telephone	Email
1.	William Manning	Summit		
2.	JOE MENDITTO	APG		
3.	ANTHONY TUBO	Summit		
4.	JOE CALABRESE	Summit		
5.	ELIZABETH MORRIS	S+J		
6.	CHRIS LYONS	Hanson		
7.	Courtney Forg	PANYNJ		
8.	GERALD SIMPKINS	PANYNJ		
9.	Michele Delgado	PANYNJ		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

Name	Company	Telephone	Email
1. FRANK PROCTOR	SECURIGUARD WC		
2. DUME STALL	One step above		
3. [illegible]	OVIT		
4. ERICA DYER	Covenant		
5. Michael Lissaur	U.S. Sec. Associates		
6. Joe Mateo	US Security Associates		
7. Sheldon Baptiste	vetssecuringamerica V.S.A		
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Sign In Sheet August 31, 2010 EQIB# 22330 JFK/LGA U.U.S.G.S.

Name	Company	Telephone	Email
1. Anthony Romano	Elite Investigations		
2. Gary Weksler	Elite Investigations		
3. Brian Cason	Professional Security Consultants		
4. Richard Reed	Andrews International		
5. John Ferrazzoli	Andrews International		
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THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 09/10/10

ADDENDUM #2

To prospective Respondents on EQIB # 22330 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK) AND LAGUARDIA (LGA) AIRPORTS.

☒ Due back on September 20, 2010, no later than 2:00PM

☒ Originally due on September 15, no later than 11:00AM

Changes to the solicitation are described in attached documents which comprise this addendum:

I. CHANGES TO THE SOLICITATION

II. EXHIBITS

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: FJC Security Services, Inc.

INITIALED: _____

DATE: 09/10/10

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Luke Bassis, WHO CAN BE REACHED AT (212) 435-3940 or at lbassis@panynj.gov.

PS11All

I. CHANGES TO THE SOLICITATION

1. DELETE in Addendum #1, dated 9/08/10, in Section I. CHANGES TO THE SOLICITATION, point no. 3 and REPLACE with:

3. DELETE beginning on Page 17, section F "Evaluated Qualification Information" in its entirety and REPLACE with:

F. Evaluated Qualification Information

The firm must submit information that details and clearly describes its experience and capability to perform Unarmed, Uniform Guard Services described in this EQIB and its approach to such work for the Port Authority. The firm should provide information that illustrates the firm's qualifications in accordance with the Evaluation Criteria described in, Section 5 EVALUATION CRITERIA FOR PHASE 1 SUBMISSION. At a minimum, the Submission shall address the following:

1. Technical Experience, Experience of Firm

a. The firm shall submit a listing of all unarmed, uniformed security guard services Contracts that were performed by or are currently being performed by the firm within the last five (5) 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 (See Exhibit "11")
- Representatives familiar with the work that the Port Authority may contact

b. The firm should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm 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

The resumes of the individuals who are being recommended for these positions should be included in the submission.

c. The firm should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

- Unarmed, uniformed security guard services related training
- Security training program
- OSHA safety training
- Employee motivation and incentive programs
- Health benefits information programs for employees
- Quality Assurance/Quality Control programs
- Payroll processing
- Recruitment procedures
- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents)

d. The firm shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the firm has in the following areas:

- Utilization of technological advances in unarmed, uniformed security guard services and resulting benefits;
- Management of unarmed, uniformed security guard services in buildings and facilities of similar size.
- The firm should highlight any and all Aviation/Airport experience, although such experience is not required.

2. **Staffing Management**

Describe the firm's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

a. The firm shall submit a Wage, Health and Supplemental Benefits Plan for the Contract. In addition, the firm shall submit a self-assessment plan, applicable to all years of the Contract, which will include a system for monitoring, on a monthly basis, the Contractor's own performance with respect to its obligation to pay the specified Wages, Health and other Supplemental Benefits. The plan shall be subject to audit by the Port Authority.

The firm shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

b. Describe the firm's Employee Retention Plan for this Contract.

c. Describe in narrative form the firm's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits

during the Contract period without specifically enumerating proposed wages, which shall be stated in Phase 2.

d. The firm's Submission shall describe its policies regarding the allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor.

e. Describe the firm's training, health benefits and workplace safety programs for this Contract.

3. **Management Approach**

a. The firm should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

b. The firm shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The firm shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the firm submit a staffing plan that maximizes the use of full time employees, including its on site management plan.

c. The firm shall submit the following information:
- Security training program
- Customer service plan
- Contractor's audit program
- Vehicle fleet maintenance and replacement program
- Contractor's background screening plan

d. The firm should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the EQIB. The firm must include its plan to ensure compliance with the requirements of this Contract, including, but not limited to:
- insurance requirements, such as:
  - general liability insurance
  - automobile insurance
  - workers' compensation insurance
- The M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- The Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in

their business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision.

In addition, the Respondent should submit service standards (and the appropriate measurements thereof), concepts or procedures to provide the highest possible level of service at JFK and LGA Airports including how it will determine and maintain performance measurements.

Note on Minimum Wages, Health Benefits and Supplemental Benefits Other than Health Benefits: The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this document. The requirements for Health Benefits, Average Hourly Direct Wages and Supplemental Benefits other than Health Benefits are not stated with numeric values in this document but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of bid acceptance and said requirements will be based upon the low bidders Bid Submission and Phase 2 Bid. Thus, all categories will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted as set forth in the contract terms and conditions and any Underpayment Amounts in any of these categories will be subject to recovery by the Port Authority as set forth in the contract terms and conditions.

4. **Contractor Identity Check/Background Screening Plan**

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.

5. **Business Risk**

The Respondent shall submit risk assessment and succession plans to the Contractor and 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 and on which bids, proposals or submissions have been made, as well as work that is under contract to companies which the firm owns, controls or has an interest.

The Respondent shall provide any other information that is related to the requirements in this Section (Section F), that the Respondent believes would be helpful to the Port Authority in the evaluation of its EQIB.

6. **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.

7. **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 firm is 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. However, if the firm has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this EQIB. After the submission due date, the firm will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the firm and the Port Authority. The Port Authority has the sole right to require the firm to withdraw any exceptions prior to evaluation.

8. **Specific Exceptions Prohibited**
Exceptions with respect to Wages, Health and Supplemental Benefits of employees performing work under this contract will NOT be considered.

9. **M/WBE Plan**
The Respondent shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder.

Note: Phase 2 submission requirements will be outlined in a Phase 2 Cost Proposal document which will only be provided to Phase 1 Qualified firms.

2. INSERT as EXHIBIT 11 "Proposer Reference Form" the following:

EXHIBIT 11

PROPOSER REFERENCE FORM

Name of Proposer:_____

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

Include the following information for each reference:

Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date(s):_____
Contract cost:_____
Description of work:
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Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date(s):_____
Contract cost:_____
Description of Work:
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Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date (s):_____
Contract cost:_____
Description of work:_____

3. INSERT as EXHIBIT 12 "Certified Environmentally Preferable Products/Practices" the following:

EXHIBIT 12 - Certified Environmentally Preferable Products/Practices

Respondent 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, firms are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Firms **must** complete this form and submit it with their response, if appropriate. Firms **must** submit appropriate documentation to support the items for which the Firm indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Firm 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 Firm 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 Firm 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 Firm conduct environmental training of its own staff?

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

4. Certifications

Has the Firm 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, Firms must attach copies of the certificates obtained.

5. Other Environmental Criteria

Firms are encouraged to respond to criteria specifically indicated in this EQIB 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**

4. DELETE on page 44 under Section 12 entitled "Wages, Health and Supplemental Benefits" paragraph G in its entirety and replace with:

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 Direct Salary and 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. It is understood that the Cost Proposal, Pricing forms and Calculation of Average Hourly Rate forms submitted by the Contractor 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.

END

II. EXHIBITS

JFK HOURS WORKED 8/7/10-8/20/10

This exhibit includes several pages omitted from Addendum No. 1.

I. CHANGES TO THE SOLICITATION

1. DELETE on page 35, Section 8. Audit, in its entirety and REPLACE with:

Section 8. 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 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.

2. DELETE in Addendum #2, dated 9/10/10, in Section I. CHANGES TO THE SOLICITATION, point number 4 its entirety.

3. DELETE on Page 39, under SECTION 12, Wages, Health and Supplemental Benefits, Subsection A.1) in the first sentence the following "Office Managers, Assistant Project Managers Project." and REPLACE with "Office Managers, Assistant Project Managers and Project Managers."

4. DELETE on Page 40, under SECTION 12, 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".

5. DELETE on Page 40, under SECTION 12, Wages, Health and Supplemental Benefits, Subsection A.2) the following "the time an employee spends" and REPLACE with "the time an Employee spends".

6. DELETE on Page 40, under SECTION 12, 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".

7. DELETE on Page 41, under SECTION 12, Wages, Health and Supplemental Benefits, Subsection A.10) the following "cash, but including" and REPLACE with "cash, including".

8. DELETE on Page 41, under SECTION 12, Wages, Health and Supplemental Benefits, Subsection B, in its entirety and REPLACE with:

   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 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.

9. DELETE on Page 42, under SECTION 12, 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.

10. DELETE on Page 43, under SECTION 12, 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".

11. DELETE on page 44 under Section 12 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.

12. DELETE on page 45 under Section 12 entitled "Wages, Health and Supplemental Benefits", the following from the last sentence of subsection J "the level of detail specified in Exhibit 9" and replace with "the level of detail specified in Exhibit 9 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."
13. DELETE on page 92 the title "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 if the proposal or 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.

14. DELETE under "Number of Employees" on Pages 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, the following: "Item#2: Health Benefits" and REPLACE with "Item#2: Average Health Benefits".

15. DELETE under "Number of Employees" on Pages 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, the following: "Item#3: Supplemental Benefits" and REPLACE with "Item#3: Average Supplemental Benefits".

16. DELETE on page 7 under "Submission" the following from the first sentence: "ten (10) double-sided copies of the Submission" and REPLACE with "twelve (12) double-sided copies of the Submission and two compact disks with each containing a digital copy of the Submission".

17. DELETE on page 45 under Section 12 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"),".

18. INSERT as EXHIBIT 9 "Certified Wage Statement" the following:

EXHIBIT 9

(Sample Statement)

XYZ COMPANY - Contract # _____

WAGE and BENEFITS STATEMENT

Period Covered: June 1, xxxx to Novemer 30, xxxx

	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
Number of Employees	_____	_____	_____	_____	_____
MINIMUM HOURLY WAGES					
RATES PAID	$9.50	$10.50	$11.50		
CONTRACT REQUIREMENTS	$10.00	$10.25	$11.25		
Difference	($0.50)	$0.25	$0.25		
Direct Wages					
Straight-Time Direct Wages	$375,000.00	$275,000.00	$110,000.00		
Shift Differential	2,000.00	-	-		
Total Wages	$377,000.00	$275,000.00	$110,000.00		
Health Benefits					
Health/Welfare	$ 75,000.00	$ 50,000.00	$ 40,000.00		
Total Health Benefits	75,000.00	50,000.00	40,000.00		
Supplemental Benefits					
Holiday	$ 9,500.00	$ 8,000.00	$ 9,500.00		
Vacation	4,000.00	3,000.00	4,000.00		
Sick	4,000.00	3,000.00	4,000.00		
Personal	1,000.00	1,000.00	1,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please *specify*)	-	-	-		
Total Supp. Benefits	$ 45,600.00	$ 38,500.00	$ 45,600.00		
HOURS					
Straight-Time Hours	36,600.00	25,000.00	11,000.00		
Add: Roll Call Time, *if applicable*	550.00	550.00	550.00		
Less: Relief Time, *if applicable*	(500.00)	(500.00)	(500.00)		
Less: Meal Time, *if applicable*	-	-	-		
Hours Worked	36,650.00	25,050.00	11,050.00		

Note:
Details by month and by employee must be available and may be submitted with this statement.

Average Direct Wages Paid	$ 10.29	$ 10.98	$ 9.95
Contract Requirements	10.25	10.50	10.75
Difference	$ 0.04	$ 0.48	$ (0.80)
Average Health Benefits Paid	$ 2.05	$ 2.00	$ 3.62
Contract Requirements	$ 2.00	$ 2.00	$ 2.00
Difference	$ 0.05	(0.00)	$ 1.62
Average Supplemental Benefits Paid	$ 1.24	$ 1.54	$ 4.13
Contract Requirements	$ 1.50	$ 1.70	$ 4.13
Difference	$ (0.26)	(0.16)	$ (0.00)

MINIMUM SALARIES (if applic.)		
SALARIES PAID	$33,375	$42,777
CONTRACT REQUIREMENTS	$33,375	$40,600
Difference	$0	$2,177

Statement Certified by: _____

Name *Title* *Date*

END

II. QUESTIONS AND ANSWERS

Question 1:
There appears to be some provisions needing clarification:

a. Page 41, paragraph B, first sentence: Should there be a "not" before "allowed" in line 2?
b. Page 44, paragraph G: There appears to be language missing in the second sentence. Please clarify?
c. Page 45, paragraph K: There appears to be language missing between the first and second sentences?

Answer 1:

a. See above, section I, CHANGES TO THE SOLICITATION, point 8.
b. See above, section I, CHANGES TO THE SOLICITATION, point 11.
c. See above, section I, CHANGES TO THE SOLICITATION, point 17.

Question 2:
Our company owns two security companies. In combining these for this project, do you need a joint venture agreement, or a statement showing how the companies are owned and operated by the same persons?

Answer 2:
See Paragraph 3, PREREQUISITES, page 10 and 11 in the EQIB document.

Question 3:
In the section 3, prerequisites, you state that all members of a joint venture must be licensed in New York. My question is, our company operates two security companies, one in New York, as well as us, the parent company. Does one license suffice for this, or does the subsidiary and parent company both need to be licensed? We can provide proof that the company is owned by the same parent company.

Answer 3:
The Respondent firm shall have at the time of its Submittal (and maintain throughout the term of the contract and any Option Period(s) and Extension, if any), a valid and current license issued by New York State, Division of Licensing, pursuant to New York General Business Law, Section 70.

FJC SECURITY SERVICES Over 20 Years of Service, Support & Solutions!

October 4, 2010

(sent via email)

Mr. Luke Bassis, Buyer
The Port Authority of NY & NJ
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

RE: Request for Evaluation of Qualification Information Required to be Eligible to Bid (EQIB) - Unarmed, Uniformed Security Guard Services at John F. Kennedy International and LaGuardia Airports, Collective #: 22330 Questions, Clarifications and FJC Response.

To Whom It May Concern:

FJC Security Services, Inc. (FJC) is pleased to provide the following additional information in response to the questions that follow.

1) *Please confirm FJC Security Services will conduct all the training topics listed in the EQIB document, section 34, Training provided by the Contractor, sub point C. on page 78.*

   RESPONSE:

   FJC shall administer all requisite training topics as set forth in section 34 for all Initial and the recurrent (4) hour training.

2) *Does FJC Security Services intend on honoring current employee seniority (length of service) as part of the paid vacation schedule?*

   RESPONSE:

   Yes, FJC intends to honor the current employee seniority (length of service) as part of the paid vacation schedule.

3) *Are the proposed vehicles new or used; owned or leased?*

RESPONSE:

The vehicles proposed shall be 2010 model purchased new and shall meet the contract specifications.

4) *In reference to FJC Security Service's submission on tab F, please describe how the technology utilization plan will benefit the Port Authority though this contract.*

RESPONSE:

FJC's utilization of technology translates into a cost efficient and cost savings approach that includes the administration of all scheduling, payroll and billing through the Valiant program; a customized workforce management solution for accuracy in payroll and billing.

The Genus HR (a Human Resource Management Software system) that enables 100% tracking of all HR related licensing and compliance elements. The use of hand held devices and reporting programs for automated, real-time reporting of inspections and contract compliance monitoring at the site and post levels.

- The programs enable FJC to administer the hiring, payroll and invoice processes for all services without error and directly contributes to The Self-Assessment Report success and Audit programs.
- The programs allow for monitoring and audit report compliance of all state and contract key performance indicators.
- Enables each project to maintain complete accountability of personnel, equipment and vehicles assigned under the contract.

Each of these advancements affords FJC and the Port Authority to benefit in terms of efficient project operations.

5) *Will non-hourly supervisory staff receive the same benefits as supervisory staff? If not, please explain.*

RESPONSE:

Yes-All non-hourly supervisory staff will receive the same benefits as supervisory staff.

6) *The Port Authority requests a copy of M/WBE purchasing report for existing Port Authority accounts. In addition, FJC Security Services shall recalculate and submit the M/WBE percentages.*

RESPONSE:

Please refer to Attachment A at the end of this section – for current contract M/WBE Plan participation for the current contract (4600007137) covering the base contract period March 2008 to Feb 2012.

The M/WBE Plan for the proposed contract consists of vehicle fleet purchases at contract commencement and in year 3 of the contract. Please refer to Attachment B – for estimated dollars amounts. The recalculation of M/WBE Participation Plan for the proposed purchases is based upon the estimated base contract of 75.5 million and was derived from the July monthly invoice (as provided in the EQIB-Q&A # 80) Addendum which was then multiplied by 12 months times four years with an estimated 3.5% increase in years 2-4 -.

7) *Please confirm your understanding that vehicles can be added and deleted, and commensurate compensation for each, by the Port Authority, at any time, and at its sole discretion.*

RESPONSE:

FJC understands that vehicles may be added and deleted and commensurate compensation for each by the Port Authority, at any time, and at its sole discretion.

8) *Confirm your understanding the current labor force is represented by a union, discuss your approach and experience in managing a represented workforces of this size and how you intend to maintain labor harmony.*

RESPONSE:

FJC understands the current work force is represented by SEIU-32BJ and shall negotiate with their representatives in good faith based upon the terms, conditions and the contract specification limitations as set forth in the EQIB-Collective No. 22330.

The following information attests to our ability to administer services under the Unarmed Uniformed Security Guard Services contract for multiple PA facilities (to include Newark Liberty International Airport) that was awarded to FJC in March 2008.

The core premise of our Management Plan includes a fair and consistent progressive disciplinary policy and a proven Management Approach of maintaining an "Open Door Policy" at the project level. These principles have benefited both our work force consisting of over 600 union employees and FJC Management.

In fact, for more than 2 years FJC has developed an excellent working relationship and record of maintaining harmony with our personnel covered under a SEIU-32BJ Collective Bargaining Agreement (CBA).

Under this CBA FJC has had no Union Arbitrations and has successfully addressed and resolved hundreds of employee Grievances through our working relationship with 32BJ. This can be affirmed through 32BJ SEIU Associate Director Mr. Denis Johnston (212) 388-3874 /E-mail: djohnston@seiu32bj.org

9) *Confirm your understanding compensation under the contract will be limited to the terms specified in the contract document and the Port Authority does not increase contractor compensation due to unforeseen or unexpected circumstances or a contractor's failure to account for expenses.*

RESPONSE:

FJC understands compensation under the contract will be limited to the terms specified in the contract document and the Port Authority does not increase contractor compensation due to unforeseen or unexpected circumstances or a contractor's failure to account for expenses.

10) *Confirm your understanding that the Port Authority has reviewed proposed contract exceptions submitted by Respondent's and will not be accepting any proposed contract exceptions.*

RESPONSE:

FJC has reviewed the proposed contract and did not propose any exceptions.

11) *Please confirm that FJC Security Services will complete the transition period by the contract commencement date and time.*

RESPONSE:

FJC will complete the transition period by the contract commencement date and time which is based upon an estimated period of 30-60 days from notice of award with respect to all employee processing and hiring, training and deployment of the required personnel.

FJC has been aggressively performing an extensive search for the procurement of fleet of vehicles required under the EQIB directly through automobile Manufacturers and Dealership resources. We have been advised the turnaround period from the date-of-order to delivery could be up to 12 weeks - 14 weeks. Absent a notice of award to commence services equal to that time period a workaround solution for the requisite fleet would be sought with the cooperation of The Port Authority.

12) *Does FJC Security Services intend on honoring current employee seniority (length of service) as part of the paid vacation schedule and confirm that all incumbent employees will not suffer diminution of wages, and employees will not make any less than direct minimum wage.*

RESPONSE:

Yes-FJC intends to honor the current employee seniority (length of service) as part of the paid vacation schedule, and hereby confirms that all incumbent employees will not suffer diminution of wages, and employees will not make any less than direct minimum wage as set forth in the EQIB Collective No. 22330.

//// End of Responses.

Submitted by:

David D. Link, Jr.
Senior Vice President- FJC Security Services, Inc.

ATTACHMENT A

FJC SECURITY SERVICES, INC
PA M/WBE PURCHASING REPORT
FOR THE PERIOD OF FOUR YEARS (March 2008 - February 2012)

The total actual and remaining estimated contract value Is 118.325.000 over four years. The actual and remaining estimated labor related cost is 107,912,000 and the Profit and G&A actual and remaining estimated total is 5,916,000. The total net adjusted contract value for non labor expenses are actual and remaining estimated at 4,496,350.

Below are the total of the adjusted non labor expense value for four years:

	ACTUAL YTD*	REMAINING EST	TOTAL
UNIFORMS	565,939.00	343,752.00	909,691.00
AUTO EXPENSE	1,987,992.00	828,771.00	2,816,763.00
EQUIPMENT	242,455.00	110,206.00	352,661.00
MATERIAL/SUPPLIES	243,623.00	173,612.00	417,235.00
TOTAL	**3,040,009.00**	**1,456,341.00**	**4,496,350.00**

*(YTD = YEAR TO DATE AS OF 8/31/10)

The total required for M/WBE participation is as follows:

MBE	539,562.00	12% (12% x 4,496,350.00)
WBE	224,817.50	5% (5% x 4,496,350.00)
TOTAL	764,379.50	

e actual purchased to achieve the MBE goals are to purchase vehicles from:
Quality Ford of Mt. Vernon - 211 East Sandford Blvd Mount Vernon, NY 10550 Cecil Wright (914) 664-6900

The cost of the vehicles over a four year period that will be purchased from the MBE companies are:

	ACTUAL	REMAINING EST	TOTAL	
AUTO EXPENSE	681,809.27		681,809.27	
		Total	681,809.27	22%
		Goal	539,562.00	18%
		Over Goal	142,247.27	5%

The cost of the vehicles over a four year period that will be purchased from the WBE companies are:
Schultz Ford Lincoln Mercury, Inc. 80 Route 304, Nanuet, NY 10954 Traci Shultz (845) 624-3600

	ACTUAL	REMAINING EST	TOTAL	
AUTO EXPENSE		269,500.00	269,500.00	
		Total	269,500.00	8.9%
		Goal	224,817.50	7.4%
		Over Goal	44,682.50	1.5%

ATTACHMENT B

:JC SECURITY SERVICES, INC
'A M/WBE PLAN
:OR THE PERIOD OF FOUR YEARS

'he total estimated contract value is $75,500,000 and based on the July invoices amount (Q&A #80) vith escalations over four (4) years.
'he estimated labor related cost is 68,650,000 and the Profit and G&A estimated total is 2,718,000
'he total net adjusted contract value for non labor expenses are estimated at 4,132,000.

3elow are the total of the adjusted non labor expense values for four years to be used for /I/WBE calculations:

JNIFORMS	520,000.00
\UTO EXPENSE	3,392,000.00
:QUIPMENT	120,000.00
/IATERIAL/SUPPLIES	100,000.00
'OTAL	**4,132,000.00**

'he total required for M/WBE participation is as follows:

/IBE	495,840.00	12% (12% x 4,132,000)
VBE	206,600.00	5% (5% x 4,132,000)
'OTAL	702,440.00	

'he plan to achieve the MBE goals are to purchase vehicles from:
)uality Ford of Mt. Vernon - 211 East Sandford Blvd Mount Vernon, NY 10550 Cecil Wright (914) 664-6900

'he cost of the vehicles over a four year period that will be purchased from the MBE companies are:

AUTO PURCHASE	# OF VEHICLES	AVG COST	TOTAL	
: YEAR PURCHASE	47	26,000.00	1,222,000.00	
: YEAR PURCHASE	24	26,000.00	624,000.00	
		Total	1,846,000.00	45%
		Goal	495,840.00	12%
		Over Goal	1,350,160.00	33%

'he cost of the vehicles over a four year period that will be purchased from the WBE companies are:
;chultz Ford Lincoln Mercury, Inc. 80 Route 304, Nanuet, NY 10954 Traci Shultz (845) 624-3600

AUTO PURCHASE	# OF VEHICLES	AVG COST	TOTAL	
: YEAR PURCHASE	19	26,000.00	494,000.00	
: YEAR PURCHASE	10	26,000.00	260,000.00	
		Total	754,000.00	18%
		Goal	206,600.00	5%
		Over Goal	547,400.00	6%

Over Goal

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: UNARMED, UNIFORMED SECURITY GUARD SERVICES AT JOHN F. KENNEDY INTERNATIONAL (JFK) AND LAGUARDIA (LGA) AIRPORTS.

COLLECTIVE NO.: 22330

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

BID DUE DATE:	**SEPT. 15, 2010**	**TIME: 11:00 AM**
SITE VISIT AND MEETING	**AUG. 31, 2010**	**TIME: 9:00 AM**
QUESTIONS BY:	**SEPT. 2, 2010**	**TIME: 2:00 PM**
BUYER NAME:	**LUKE BASSIS**	**PHONE NO.: (212) 435-3940**
		FAX NO.: (212) 435-3959
		E-MAIL: lbassis@panynj.gov

EQIB INFORMATION
(TO BE COMPLETED BY THE REQUESTOR)
(PLEASE PRINT)

FJC Security Services, Inc.
(NAME OF ENTITY)

275 Jericho Turnpike
(ADDRESS)

Floral Park, NY 11001
(CITY, STATE AND ZIP CODE)

Jean Kristensen - Vice President — 516.328.6000
(REPRESENTATIVE TO CONTACT-NAME & TITLE) — **(TELEPHONE)**

11-2936941 — 516.328.0340
(FEDERAL TAX I.D. NO.) — **(FAX NO.)**

☑ **BUSINESS CORPORATION** ____ **PARTNERSHIP** ____ **INDIVIDUAL**

____ **OTHER (SPECIFY):** _____

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Attachments:

A. **Certificate of Insurance**
B. **Copy of FJC Watchguard License**

FJC SECURITY SERVICES Over 20 Years of Service, Support & Solutions!

September 20, 2010

Mr. Luke Bassis, Buyer
The Port Authority of NY &NJ
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

SUBJECT: TITLE: UNARMED, UNIFORMED SECURITY GUARD SERVICE AT JOHN F. KENNEDY INTERNATIONAL (JFK) and LAGUARDIA AIRPORTS/COLLECTIVE NO.: 22330

Dear Mr. Bassis:

FJC Security Services Inc. (FJC) is submitting this Proposal as a single entity, incorporated in the State of New York and licensed to provide Watch Guard Security services in New York. FJC shall clearly demonstrate in the subsequent sections of the Management Plan as well as our Overall Experience and Financial Capability that we meet or exceed the criteria of this RFP. We have developed a detailed and well thought out plan to satisfy the needs of The Port Authority, and look forward to the opportunity to provide the security services as detailed herein.

1. **Name and Address of Proposer:**

   FJC Security Services, Inc.
   275 Jericho Turnpike
   Floral Park, New York 11001

2. **Names, Titles, and Telephone Numbers of Individuals Authorized to Negotiate and Execute the Contract:**

Frank Califano, Sr.	President	(516) 328-6000 x 1110
Frank Califano, Jr.	Chief Operating Officer	(516) 328-6000 x 1144
David D. Link, Jr.	Senior Vice President	(201) 386-0530 x 3102
Jean Kristensen	Vice President	(516) 328-6000 x 1211

3. **Names, Titles, and Telephone Numbers of Contact Persons to which The Port Authority can address questions or issues related to this RFP.**

David D. Link, Jr.	Senior Vice President	(201) 386-0530
Jean Kristensen	Vice President	(516) 328-6000 x 1211

FJC SECURITY SERVICES Over 20 Years of Service, Support & Solutions!

4. Name and address of Subcontractors, if any

FJC will not be using subcontractors in the performance of this contract.

5. Statement of names and residences of its officers, and copy of Certificate of Incorporation

President – Frank Califano
Vice President – Frank Califano
Secretary - Frank Califano, Jr.

I attest, as Secretary of FJC Security Services Inc. that the attached Certificate of Incorporation furnished is a true copy.

Frank Califano
Secretary

Sworn to before me

This 13th day of September 2010

(Corporate Seal)

Notary Public

Patrick J. Conroy
Notary Public, State of New York
No. 01CO5074928
Qualified In Nassau County
Commission Expires March 24, 20[illegible]

Sincerely,
Jean Kristensen

A-234—Certificate of Incorporation
Business Corporation Law §402; 11-68.

© 1975 by JULIUS BLUMBERG, INC.,
PUBLISHER, NYC 10013

Certificate of Incorporation of

under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) The name of the proposed corporation is FJC SECURITY SERVICES, INC.

(2) The purpose or purposes for which this corporation is formed, are as follows, to wit:
To engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law. The corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body.

To Furnish the services of watchmen, guards, detectives, process servers, and investigations. To furnish the services of watchman and guards for the prevention and detection of crime and the apprehension and arrest of criminals. Generally to do all things commonly done by watchmen, patrol agency and private detective agency in accordance with and not in contravention of the Laws of the State of New York and those of any jurisdiction in thich it may operate.

B677006

(3) The corporation, in furtherance of its corporate purposes above set forth, shall have all of the powers enumerated in Section 202 of the Business Corporation Law, subject to any limitations provided in the Business Corporation Law or any other statute of the State of New York.

0000 1234

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED AUG 23 1988

AMT. OF CHECK $ 330
FILING FEE $ 100
TAX $ 10
[illegible] FEE $
[illegible] $
[illegible] $
REFUND $ 220
SPEC HANDLE $
BY: [illegible]

Certificate of Incorporation

of

FJC SECURITY SERVICES, INC.

under Section 402 of the Business Corporation Law

Filed By: FRANK CALIFANO

Office and Post Office Address
50 West Lane Drive
Plainview, NY 11803

B. Executive Summary

FJC Security Services appreciates this opportunity to respond to the Port Authority's request for qualification information (EQIB) required to be eligible to bid on Unarmed, Uniformed Security Guard Services at John F. Kennedy International (JFK) and LaGuardia Airports.

Headquartered in Floral Park, NY with division offices located throughout the Tri-State area, the DC Metro Area, and Three Major Airports; FJC is the *largest privately owned and locally operated* Security Company in the Northeast. For over a decade, FJC has maintained a strong local presence, providing successful security programs at JFK International Airport, LaGuardia Airport and Newark Liberty International Airport. FJC currently provides approximately 10,000 weekly hours of Security at JFK International Airport, 3,000 hours at LaGuardia Airport and 8,000 hours at Newark Liberty International Airport. FJC's client roster includes; The Port Authority of NY & NJ, JFK International Airport Terminal (T4), Terminal One – JFK International Airport (TOGA), US Airways – LaGuardia Airport, and various other foreign airline carriers (Air France, Korean Airlines, Egypt Air/Lot Polish, Air China, Avianca and Finnair).

In accordance with EQIB requirements for technical experience and expertise, FJC will demonstrate through a listing of unarmed, unformed security guard service contracts exemplar program references continuously performed by FJC for a minimum of the last five years. The referenced projects, collectively, represent over three million hours of service annually by more than 1,000 security officers. As these contracts demonstrate, FJC possesses the organizational capability to successfully recruit, train, deploy and manage large guard service programs at sensitive facilities similar to the service requirements of the Port Authority of New York & New Jersey. Security officers assigned to the referenced programs below provide a variety of service to various government agencies and private aviation clients, including:

Access/Egress Control	Enforcement of AOA Access rules
Central Station Guard Duties	Construction Escort Services
Observing Suspicious Activity	Responding to Door Alarms (airport)
Traffic Control	Monitoring Secured Areas
Federal/TSA Compliance	Assisting Port Authority Police
Escort Services	Fire Safety Director Duties
Inspections	Customer Service Programs
Port and Base Security	Protecting Sensitive Information
Emergency Response	First Aid/CPR Assistance

The referenced projects demonstrate FJC's extensive expertise in providing uniformed, unarmed security at sensitive government facilities and airports, including agency headquarters buildings, government security operations centers, government office buildings servicing of government employees, seaports, airports, and other critical government infrastructure (bridges, tunnels, reservoirs and water treatment centers). These references also include sites where crime is commonplace and the

potential for violence omnipresent, including homeless shelters, train stations and municipal public parks. Also analogous to the complexity and scope of this procurement, the references demonstrate FJC's operational capability to successfully manage and integrate large guard force programs comprised of uniformed unarmed security personnel geographically dispersed throughout multiple sites and locations, requiring complex communications, logistics, command and control, reporting and managerial solutions.

FJC additionally possesses a documented service history of capability to respond to exigent service requirements. For example, when the Alfred P. Murrah Federal Building was bombed in 1995, FJC immediately deployed more than 1,000 additional guard services hours in support of FPS security operations at multiple GSA locations throughout Manhattan. Similarly, in the aftermath of 9/11, nearly 1,000 FJC officers reported and remained at their post throughout Manhattan, without a single open post, demonstrating a commitment by our officers and capability of our management that is unrivaled in the industry. On February 9, 2010 the City of New York was hit with a snow storm that resulted in the closing of government buildings, the cancellation of multiple flights at JFK and LaGuardia airports and limited public transportation and traitorous travel conditions. Careful planning and management resulting in the mobilization of over 425 officers at JFK and LaGuardia airports ensuring that no posts were uncovered at that additional Management, support staff and vehicles were stationed at both airports. FJC has assumed large guard programs from defaulting contractors with less than 48 hours notice, and we routinely transition programs within client guidelines.

Many of the uniformed unarmed guard services contracts were recently re-awarded to FJC after many years of exemplary service, and require the provision of contract guard qualification, training, management and quality control functions that are required by the Port Authority. FJC is proud of its performance history and invites the Port Authority to contact our references for a candid evaluation of our service history and capability.

FJC is managed by a diverse senior leadership group of twelve executives that collectively possess more than three centuries of law enforcement, management, customer service, and aviation security experience. Our executive team is comprised of former federal, state and local law enforcement agents as well as veterans of all branches of service. Licensed and certified in advanced specialties, ranging from risk management to fire safety, OSHA and CPP. Significantly and distinctly, FJC's ownership has not changed in our 22 year history, and more than 80% of our senior executives have been with the company for more than a decade.

FJC ownership has established an "operational excellence commitment" to service which is maintained by careful corporate and fiscal stewardship, rigorous financial controls and controlled growth. During the last two decades, FJC has grown organically in both revenues and operating income at double-digit compounded rates. FJC annual revenue for 2010 will exceed $170 million, generated exclusively from local area programs developed by the same ownership that has guided the company since its founding 22 years ago. The company has been profitable during each of its 22 years in operation. The company has no long term debt, and one of the highest Dunn & Bradstreet "Paydex" ratings in our industry. We

have secured an industry-leading general liability policy that includes the required insurance limits for Airport Security and Cargo Screening Operations. FJC maintains a multimillion dollar credit facility, and full compliance with associated financial covenants, including tangible net-worth ration, interest coverage ratio, and minimum excess availability as tested monthly by our lender.

FJC's capability is cultivated by a commitment to service excellence and long-term partnerships with our commercial and aviation clients. FJC has provided services to many of its aviation clients for more than a decade, reflecting a level of dedication by FJC ownership, management, and core staff. FJC's client retention rate exceeds 95% year after year. The company has won numerous contracts, and has never defaulted on a contractual obligation or been cited for contractual break or deficiency during our 22 year history.

In addition to our company's general capabilities, FJC offers the Port Authority, several unique advantages that mitigate performance risk and assure the highest level of service and mission success at the best value. These advantages include a proven track record and history of working in a Strategic Partnership with the Port Authority that began in 1995 and continues today:

- FJC is the current service provider for uniformed, unarmed security services for the Port Authority at Newark Liberty International Airport [EWR] where we have consistently received high ratings for performance, employee retention, and compliance with wage and benefit programs and customer service initiative. FJC began providing services to EWR in October 2003 under a previous contract award.

- FJC has a successful past performance history in the performance of uniformed unarmed security services at JFK International Airport under contract # 4600002235 from 1995 through 2001.

- FJC has developed a comprehensive Self Assessment Plan and Quality Control Plan that is currently being utilized in the performance of the Port Authority Contract at Newark Airport. For additional information see F2a. Contractors Self Assessment Plan.

- We are a local company with a seasoned and local staff who are familiar with the airport community, Port Authority, FAA, and TSA requirements, permitting the company to liaise closely with the local airport governing entities in order to provide streamlined service to the Port Authority.

- Our Aviation Division is headquartered at JFK International Airport which includes Human Resources, Operations, Finance and Training permitting us to provide continuous service and immediate response 24 hours a day, seven days a week to our airport clients.

- FJC's Senior Management Staff consists of all retired federal/local law enforcement agents with more than 100 years of Aviation Experience which includes US Customs and Airline Security.

- FJC has in place a comprehensive M/WBE plan that ensures that qualified and certified vendors have access business opportunities at the Port Authority and with FJC's other clients.

- The FJC Aviation Division has a pool of over 350 Agents that are customer service trained with airport experience available for work in the event of a surge in manpower. Each Agent possesses a current Port Authority Identification with escort and customs clearance as well as Fire Watch Certification.

- Our personnel are supported by an automated management system, proprietary to FJC integrating accurate timekeeping, payroll, invoicing, scheduling and certification to ensure the integrity of each of these vital processes.

- FJC maintains a fleet of over 50 vehicles that are fully insured and PONYA plated, pursuant to directives of the Port Authority of NY & NJ.

- We provide an industry-leading comprehensive Quality Control Program; including employee performance audits, and unannounced inspections to ensure continual improvement.

- FJC has a strategic alliance with FJC Technology Solutions which provides our clients with the value added resource of factory certified personnel familiar with many of the Access Control Systems and Security Operations Centers utilized at Port Authority facilities.

- All Supervisory personnel will be equipped with a **Blackberry™** device to facilitate immediate communication between FJC staff, management and the Port Authority of NY & NJ.

Major Features

- Comprehensive Staffing Management Plan that ensures only the most qualified officers are assigned to the contract.

- The application of a customized security management solution that features real time incident reporting, and task management providing streamlined organizational convergence in real time.

- Transparent Management Program allowing the Port Authority the ability to access real time data to ensure compliance and to enhance decision making.

- Comprehensive Fleet Management program designed to meet the specific requirements of the Port Authority; including training and driver safety.

- A dedicated Contract Compliance Manager who will be responsible for ensuring compliance with wage and benefits, employee screening, incentives as well as the Strategic Partnership Measurement Program, and the Contractor's Audit Program.

ATTACHMENT A

Agreement on Terms of Discussion

The Port Authority's receipt or discussion of any information (including information contained in any EQIB, 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 Respondent as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with its submission.

FJC Security Services, Inc.

(Company)

(Signature)

President

(Title)

September 14, 2010

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.

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 FJC (as "Bidder"), certifies that it 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

FJC certifies that it is eligible to bid on this contract and to be awarded public contracts. FJC has not been deemed ineligible to bid or accept public contracts by any agency – including those of the State of New York or New Jersey.

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.

FJC certifies that it 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 of firm representing the Port Authority.

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

FJC agrees that during the term of this contract it shall not participate in any way in the preparation, negotiation, or award of any contract to which it is contemplated the Port Authority may become a party or take any other action which might be viewed as or give the appearance of conflict of interest on FJC's part.

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.

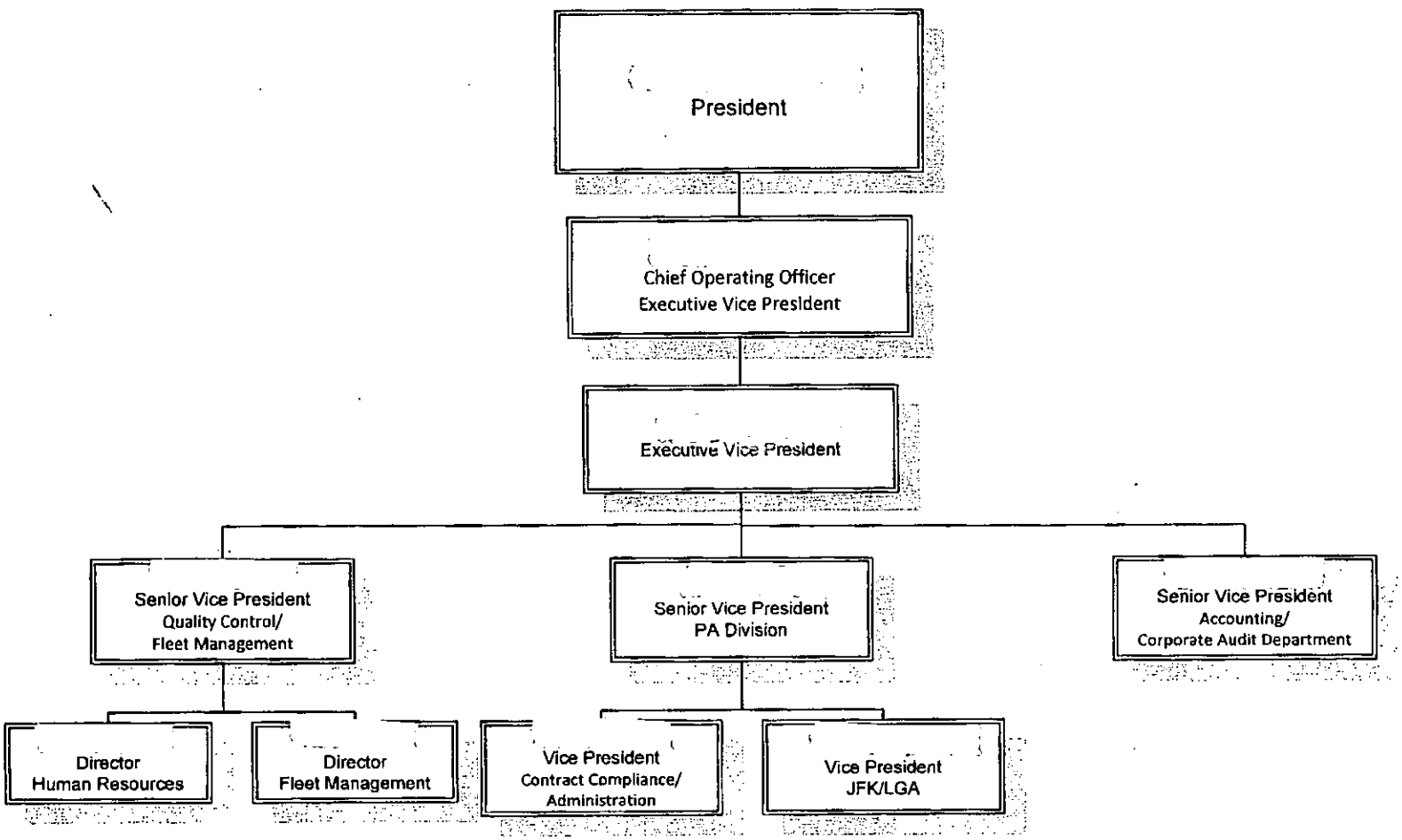
F1. Introduction Technical Experience, Experience of the Firm

In accordance with the EQIB requirements, provided herein is an overview of FJC experience and capabilities to meet the requirements of providing uniformed, unarmed security services at JFK International and LGA Airports.

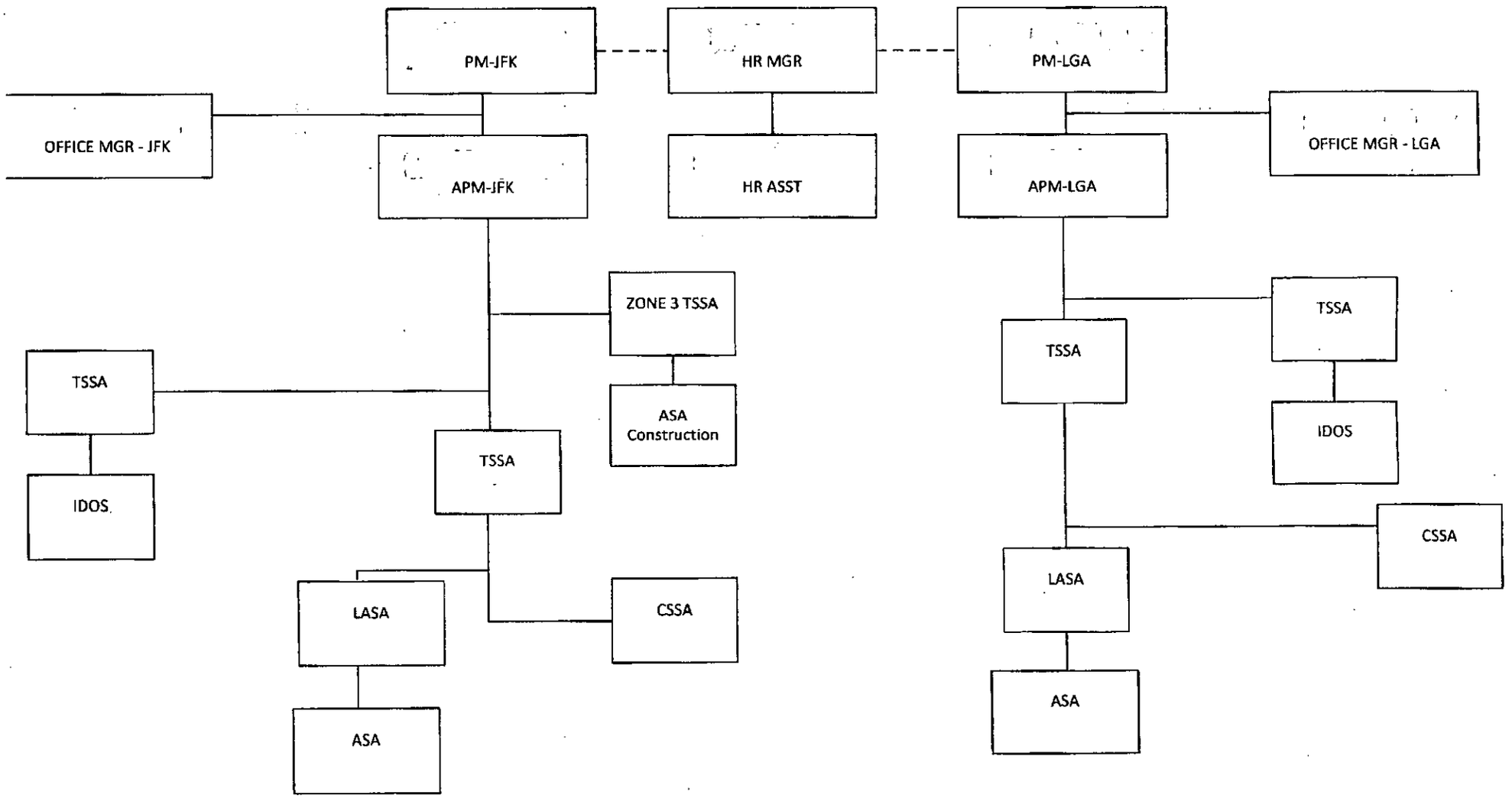
Detailed information is provided with regard to the qualifications and experience of FJC's Key Personnel, Managers and Supervisors. FJC has also provided a listing of unarmed security guard service contracts and program references contracts continually performed by FJC over the last five years.

The client references are separated into three categories; FJC's existing contract with the Port Authority, FJC's existing contracts at JFK and LGA International Airports, and FJC's Government Contracts in New York and New Jersey. These references will demonstrate that FJC possesses the organizational capability to successfully recruit, train, deploy and manage uniformed, unarmed guard service programs of similar scope and complexity. The references also demonstrate FJC's capability to successfully manage and integrate uniformed, unarmed security officers geographically dispersed throughout multiple sites and locations, requiring complex communications, logistics, command and control, reporting and managerial solutions.

JFK/LGA Corporate Support Departments



JFK/LGA Key Personnel – Staffing Plan (As prescribed by the EQIB)



Average Direct Wages Paid	$ 10.29	$ 10.98	$ 9.95
Contract Requirements	10.25	10.50	10.75
Difference	$ 0.04	$ 0.48	$ (0.80)
Average Health Benefits Paid	$ 2.05	$ 2.00	$ 3.62
Contract Requirements	$ 2.00	$ 2.00	$ 2.00
Difference	$ 0.05	(0.00)	$ 1.62
Average Supplemental Benefits Paid	$ 1.24	$ 1.54	$ 4.13
Contract Requirements	$ 1.50	$ 1.70	$ 4.13
Difference	$ (0.26)	(0.16)	$ (0.00)

MINIMUM SALARIES (if applic.)		
SALARIES PAID	$33,375	$42,777
CONTRACT REQUIREMENTS	$33,375	$40,600
Difference	$0	$2,177

Statement Certified by: _____

Name *Title* *Date*

END

PANYNJ

FJC SECURITY SERVICES, INC - CONTRACT # 4600004819

SEC 1- NEWARK AIRPORT EWR — WAGE and BENEFIT STATEMENT

Period Covered: November 1, 2005 to October 31, 2006

MINIMUM COMBINED AVG HOURLY WAGES & SUPPLEMENTAL BENEFITS	ASA	CSSG	SOC	ATS
Wages				
Straight-Time Wages	$ 3,523,789.57	$ 282,268.07	$ 185,014.59	$ 201,022.04
Shift Differential	-	-	-	-
Total Wages	$ 3,523,789.57	$ 282,268.07	$ 185,014.59	$ 201,022.04
Supplemental Benefits				
Holiday	$ 162,349.44	$ 13,185.26	$ 7,927.12	$ 8,239.91
Vacation	140,884.07	16,791.82	9,012.75	12,239.20
Vacation Accrual	23,836.86	1,131.07	735.55	1,623.05
Sick	367.08	1,083.60	983.36	981.12
Sick Accrual	-	240.80	1,848.04	3,137.28
Personal	-	-	-	-
Jury Duty / Bereavement	-	-	-	-
Bonus	-	-	-	-
Health/Welfare	81,381.01	9,090.91	10,075.47	7,802.58
Dental	-	-	-	-
Pension / 401K	-	-	-	-
Other (please specify)	-	-	-	-
Other (please specify)	-	-	-	-
	$ 406,818.46	$ 41,523.48	$ 30,583.28	$ 34,122.14
WAGES & SUPP. BENEFITS COMBINED	$ 3,930,608.03	$ 323,791.54	$ 215,597.87	$ 235,144.17
HOURS				
Straight-Time Hours	251,470.42	18,732.39	10,215.27	9,834.66
Add: Roll Call Time, *if applicable*	-	-	-	-
Add: Roll Call Time, *if applicable*	-	-	-	-
Less: Relief Time, *if applicable*	-	-	-	-
	$ 251,470.42	$ 18,732.39	$ 10,215.27	$ 9,834.66
CALCULATED AVG. HOURLY WAGES & SUPP. BENEFITS	$ 15.64	$ 17.29	$ 21.11	$ 23.91
CONTRACT REQUIREMENTS	$ 15.39	$ 16.56	$ 20.20	$ 23.34
Difference	$ 0.25	$ 0.73	$ 0.91	$ 0.57
MINIMUM HOURLY WAGES (if applic.)				
RATES PAID	$ -	$ -	$ -	
CONTRACT REQUIREMENTS	$ -	$ -	$ -	
Difference	$ -	$ -	$ -	
MINIMUM SALARIES (if applic.)				
SALARIES PAID	$ 61,843.60	$ 39,208.00		
CONTRACT REQUIREMENTS	$ -	$ -		
Difference	$ 61,843.60	$ 39,208.00		

Statement Certified by: _____

Name Title Date

Sample

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 07/19/2007

ADDENDUM #1

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☒ Due back August 13, 2007, no later than 2:00 PM.

☐ Originally Due back July 24, 2007, no later than 2:00 PM.

The following changes are hereby made in the documents:

- Bid due date is changed to August 13, 2007, no later than 2:00 PM.

1) Page 74, Paragraph F, entitled "WTC"
- **Delete:** Table on top of page 74.
- **Insert:** The following table:

F. WTC

Hours of Coverage	Lead Tour Sup. Posts	Asst Lead Sup. Posts	Tour Sup. Posts	WTCSA Posts	ID Office	CSS Post

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 07/19/2007

ADDENDUM #1

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back August 13, 2007, no later than 2:00 PM.

The following changes are hereby made in the documents:
Con't

2) Exhibit 5, Page 9,

- **Delete**: Paragraph 6, entitled "World Trade Center"
- **Insert: The following table:**

World Trade Center Site

A. Positions

	Post Hours (Estimate)
WTC Security Agents	175,200
ID Office Specialist	20,440
WTC Central Security Station	5,840
Tour Supervisor	0
Assistant Lead Tour Supervisor	8,760
Lead Tour Supervisor	8,760

1) PART III, Cost Proposal Forms.
   - **Delete:** WTC – Year One, WTC-Year Two, WTC-Year Three and WTC- Year Four.
   - **Insert:** The attached revised Year One, WTC-Year Two, WTC-Year Three and WTC- Year Four forms.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 07/19/2007

ADDENDUM #1

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back August 13, 2007, no later than 2:00 PM.

The following changes are hereby made in the documents:
Con't

2) Exhibits – Calculation of Hourly Rate Forms, Item #1: Direct Wages, Item #2: Health Benefits, Item #3:Supplemental Benefits, Item #4:Taxes and Insurance, Item #5: Additional Components:
   - **Insert:** "Average" after the number on each of the Forms.

The following is for informational purposes only:

- Attached are copies of the sign-in sheet for the Pre-Proposal meeting held on Thursday, July 12, 2007 at 10:00 am at Newark Liberty International Airport.
- Proposers can obtain a copy of PA Certified M/WBE by calling (212) 435 – 7803. For any questions on certification proposers can call (212) 435 – 7808.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ
JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DAVID GUTIERREZ, WHO CAN BE REACHED AT (212) 435-3933.

Cost Proposal Form
WTC - REVISED
Year One*

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year One Charge
WTC-1. WTC Security Agents					
(a) Full-Time	_____(Hrs)	x	_____	=	_____
(b) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of a & b shall equal: 180,000 Hrs (Sum of a & b)				=	_____
WTC-2. WTC Central Security Station Agent					
(c) Full-Time	_____(Hrs)	x	_____	=	_____
(d) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of c & d shall equal: 8,800 Hrs				=	_____ (Sum of c & d)
WTC-3. WTC Identification Office Specialist					
(e) Full-Time	_____(Hrs)	x	_____	=	_____
(f) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of e & f shall equal: 22,000 Hrs				=	_____ (Sum of e & f)
WTC-4. WTC Tour Supervisor					
(g) Full-Time	_____(Hrs)	x	_____	=	_____
(h) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of g & h shall equal: 1,000 Hrs				=	_____ (Sum of g & h)
WTC-5. WTC Assistant Lead Tour Supervisor					
(i) Full-Time	_____(Hrs)	x	_____	=	_____
(j) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of i & j shall equal:	17,520 Hrs			=	_____ (Sum of i & j)
WTC-6. WTC Lead Tour Supervisor					
(k) Full-Time	_____(Hrs)	x	_____	=	_____
(l) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of k & l shall equal:	17,520 Hrs			=	_____ (Sum of k & l)

	Monthly Charge Per Vehicle	x	Estimated Number Of Vehicles	x	# of Months	=	Estimated Year One Charge
WTC-7. Vehicle Charge	$ _____	x	4	x	12	=	$ _____

	Monthly Charge	x	# of Months	=	Estimated Year One Charge
WTC-8. Management Fees	$_____	x	12 months	=	$_____

WTC-9. Estimated Year One Charge – WTC = $_____
Sum of Items (WTC-1)+(WTC-2)+(WTC-3)+(WTC-4)+(WTC-5)+ (WTC-7)+ (WTC-8)

Cost Proposal Form
WTC - REVISED
Year Two*

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year Two Charge
WTC-10. WTC Security Agents					
(a) Full-Time	_____(Hrs)	x	_____	=	_____
(b) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of a & b shall equal: 180,000 Hrs (Sum of a & b)				=	_____
WTC-11. WTC Central Security Station Agent					
(c) Full-Time	_____(Hrs)	x	_____	=	_____
(d) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of c & d shall equal: 8,800 Hrs				=	_____ (Sum of c & d)
WTC-12. WTC Identification Office Specialist					
(e) Full-Time	_____(Hrs)	x	_____	=	_____
(f) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of e & f shall equal: 22,000 Hrs				=	_____ (Sum of e & f)
WTC-13. WTC Tour Supervisor					
(g) Full-Time	_____(Hrs)	x	_____	=	_____
(h) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of g & h shall equal: 1,000 Hrs				=	_____ (Sum of g & h)
WTC-14. WTC Assistant Lead Tour Supervisor					
(i) Full-Time	_____(Hrs)	x	_____	=	_____
(j) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of i & j shall equal: 17,520 Hrs				=	_____ (Sum of i & j)
WTC-15. WTC Lead Tour Supervisor					
(k) Full-Time	_____(Hrs)	x	_____	=	_____
(l) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of k & l shall equal: 17,520 Hrs				=	_____ (Sum of k & l)

	Monthly Charge Per Vehicle	x	Estimated Number Of Vehicles	x	# of Months	=	Estimated Year Two Charge
WTC-16. Vehicle Charge	$_____	x	4	x	12	=	$_____

	Monthly Charge	x	# of Months	=	Estimated Year Two Charge
WTC-17. Management Fees	$_____	x	12 months	=	$_____

WTC-18. Estimated Year Two Charge – WTC = $_____
Sum of Items (WTC-10)+(WTC-11)+(WTC-12)+(WTC-13)+(WTC-14)+(WTC-15)+ (WTC-16)+ (WTC-17)

Cost Proposal Form
WTC REVISED
Year Three*

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year Three Charge
WTC-19. WTC Security Agents					
(a) Full-Time	_____(Hrs)	x	_____	=	_____
(b) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of a & b shall equal: 180,000 Hrs (Sum of a & b)				=	_____
WTC-20. WTC Central Security Station Agent					
(c) Full-Time	_____(Hrs)	x	_____	=	_____
(d) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of c & d shall equal:	8,800 Hrs			=	_____ (Sum of c & d)
WTC-21. WTC Identification Office Specialist					
(e) Full-Time	_____(Hrs)	x	_____	=	_____
(f) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of e & f shall equal:	22,000 Hrs			=	_____ (Sum of e & f)
WTC-22. WTC Tour Supervisor					
(g) Full-Time	_____(Hrs)	x	_____	=	_____
(h) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of g & h shall equal:	1,000 Hrs			=	_____ (Sum of g & h)
WTC-23. WTC Assistant Lead Tour Supervisor					
(i) Full-Time	_____(Hrs)	x	_____	=	_____
(j) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of i & j shall equal:	17,250 Hrs			=	_____ (Sum of i & j)
WTC-24. WTC Lead Tour Supervisor					
(k) Full-Time	_____(Hrs)	x	_____	=	_____
(l) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of k & l shall equal:	17,2500 Hrs			=	_____ (Sum of k & l)

	Monthly Charge Per Vehicle	x	Estimated Number Of Vehicles	x	# of Months	=	Estimated Year Three Charge
WTC-25. Vehicle Charge	$_____	x	4	x	12	=	$_____

	Monthly Charge	x	# of Months	=	Estimated Year three Charge
WTC-26. Management Fees	$_____	x	12 months	=	$_____

WTC-27. Estimated Year Three Charge – WTC = $_____
Sum of Items (WTC-19)+(WTC-20)+(WTC-21)+(WTC-22)+(WTC-23)+(WTC-24)+ (WTC-25)+ (WTC-26)

Cost Proposal Form
WTC REVISED
Year Four*

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year Four Charge
WTC-28. WTC Security Agents					
(a) Full-Time	_____(Hrs)	x	_____	=	_____
(b) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of a & b shall equal: 180,000 Hrs (Sum of a & b)				=	_____
WTC-29. WTC Central Security Station Agent					
(c) Full-Time	_____(Hrs)	x	_____	=	_____
(d) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of c & d shall equal:	8,800 Hrs			=	_____ (Sum of c & d)
WTC-30. WTC Identification Office Specialist					
(e) Full-Time	_____(Hrs)	x	_____	=	_____
(f) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of e & f shall equal:	22,000 Hrs			=	_____ (Sum of e & f)
WTC-31. WTC Tour Supervisor					
(g) Full-Time	_____(Hrs)	x	_____	=	_____
(h) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of g & h shall equal:	1,000 Hrs			=	_____ (Sum of g & h)
WTC-32. WTC Assistant Lead Tour Supervisor					
(i) Full-Time	_____(Hrs)	x	_____	=	_____
(j) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of i & j shall equal:	17,520 Hrs			=	_____ (Sum of i & j)
WTC-33. WTC Lead Tour Supervisor					
(k) Full-Time	_____(Hrs)	x	_____	=	_____
(l) Part-Time	_____(Hrs)	x	_____	=	_____
Note: Sum of k & l shall equal:	17,520 Hrs			=	_____ (Sum of k & l)

	Monthly Charge Per Vehicle	x	Estimated Number Of Vehicles	x	# of Months	=	Estimated Year Four Charge
WTC-34. Vehicle Charge	$ _____	x	4	x	12	= $	_____

	Monthly Charge	x	# of Months	=	Estimated Year Four Charge
WTC-35. Management Fees	$_____	x	12 months	=	$_____

WTC-36. Estimated Year Four Charge – WTC = $_____
Sum of Items (WTC-28)+(WTC-29)+(WTC-30)+(WTC-31)+(WTC-32)+(WTC-33)+ (WTC-34)+ (WTC-35)

UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS-HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

PROPOSAL #13517

PROPOSERS MEETING

THURSDAY, JULY 12, 2007

10:00 HRS AT EWR

NAME	COMPANY	TEL & EMAIL
Andrea Mesis	Siemont	
Richard Lifrieri	Guardian Security Services	
Thomas Long	Covenant Aviation Security	
IRANISS MOREL	PA	
LisaBarcia	Andrews International	
Jim Brown	Andrews International	
LENNY KESTECHER	Andrews International	
Andrew Imburgia	Securitas	
DR Beverley Harris	PA	
Jim O'Neill	Securitas	
David Alito	Allied Barton	
Mike Beckerich	Allied Barton	
PAMELA PEARSON	COVENANT AVIATION SECURITY	

UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS-HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

PROPOSAL #13517

PROPOSERS MEETING

THURSDAY, JULY 12, 2007

10:00 HRS AT EWR

NAME	COMPANY	TEL & EMAIL
Linda Lyman	FSC Security	
John Pagnotta	FSC Security	
David Lenk	FSC Security	
Lionel Stevens	HWA INC	
Thomas Wood	HWA INC.	
CECIL MCLEISH	HWA INC.	
CHARLES ZONNO JOHNSON	Homeland Security	
JOSE RODRIGUEZ	M.E.R.I.T. INC.	
TIMOTHY BESANTY	FRONT LINE SECURITY	
JOSH NEGRON	TRANSPORT SECURITY	
Scott Greene	Homeland Protective	
Darby Inc	Homeland Protective	
BRIAN MCCABE	FEDERAL SHIELD	
Lynda Blake	Command Security	

UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS-HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

PROPOSAL #13517

PROPOSERS MEETING

THURSDAY, JULY 12, 2007

NAME	COMPANY	TEL & EMAIL
Del Percio	WACKenhut	
Bruce Lichtenstein	CSS	
Michael Matarrese	B.D.A.	
HOWARD LAWRENCE	BDA	
ALEX KRYSKA	CAS	
Joe Bosio	BCS	
ROGER J. HSU	PANYNJ	
BRIAN LACEY	PANYNJ	
DENISE DUGAN	PANYNJ	
BOB CODA	PANYNJ	
Aaron Sherborne	PANYNJ	
[illegible]	PA	
Larry Wax	[illegible]	
Charles Agro	PA OEM	

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 08/01/2007

ADDENDUM #2

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back August 13, 2007, no later than 2:00 PM.

☐ Originally Due back July 24, 2007 no later than 2:00 PM.

The following changes are hereby made in the documents:

Section . 10, Wages, Health, Supplemental Benefits and Salaries,

- Page 13,

Delete: Paragraph "i."

Insert: "i. The Contractor's employees and their families are covered by a government health benefits program at no enrollment cost to the employee, including, but not limited to Healthy New York, Child Health Plus, NJ FamilyCare."

Delete: Paragraph "iii."

Insert: "iii. The Contractor's employees and their families are covered under a health benefit plan paid for and provided by the Contractor at no enrollment cost to the employee."

Delete: Paragraph "c."

Insert: "c Health Benefits shall be provided to Full Time Employees (FTE's) and their families no later than thirty (30) days from employee performance under the Contract.

THE PORT AUTHORITY OF NY & NJ

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PURCHASING SERVICES DIVISION
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NEW YORK, NY 10010

Date: 08/01/2007

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☐ Due back August 13, 2007, no later than 2:00 PM.

The following changes are hereby made in the documents:

Con't

Section . 10. Wages, Health, Supplemental Benefits and Salaries.

- Page 14

  Replace: the number **"4)"** in front of the first paragraph with the Number **"5)".**
  Replace: the number **"5)"** in front of the Second paragraph with the Number **"6)".**
  Replace: the number **"6)"** in front of the third paragraph with the Number **"7)".**

- Page 19

  Insert : "J. 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.

THE PORT AUTHORITY OF NY & NJ

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☐ Due back August 13, 2007, no later than 2:00 PM.

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ 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 proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

Question #1
Would the Port Authority please confirm if the incumbent Contractor's employees are represented by a labor organization? And if yes, please identify the organization(s)?

Answer #1
For some of the Guards at the New York Marine Terminals and the New Jersey Marine Terminals, the labor organization is as follows:
Local 1456 - PPGU
889 Broadway (42 st)
Bayonne, NJ 07002-3032
Ray Gorsky - Vice President of Local
Telephone (201) 823-9050 Fax (201) 243-0662

For the rest of the guards, see Exhibit 1-A, attached.

Question #2
Please identify which facilities and posts require relief coverage for breaks and lunch?

Answer #2
All facilities and posts covered by this Contract require relief for lunch and breaks.

THE PORT AUTHORITY OF NY & NJ

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Date: 08/01/2007

ADDENDUM #2

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

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QUESTIONS & ANSWERS
Con't

Question #3
Please identify the Contractor for the incumbent Contract?

Answer #3
FJC Security Services, Inc., Floral Park, New York is the incumbent Contractor.

Question #4
Will the Port Authority provide a copy of the current Contract and the current bill rate for each position for each location?

Answer #4
Proposers are directed to the Request for Proposal document, Section 1. entitled "INFORMATION FOR PROPOSERS", paragraph H, entitled 'Available Documents" on page 3.

Question #5
Please provide a list of employees with current wages, and start dates to determine grandfathered vacation and other applicable benefits?

Answer #5
See attached Exhibit 2-A

Question #6
Please confirm that all incumbent employees have received all state and Contract required training and have current applicable certifications.

Answer #6
All current employees have completed all States and Contract required training, and are current in their applicable certifications

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
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ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 08/01/2007

ADDENDUM #2

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

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QUESTIONS & ANSWERS
Con't

Question #7
Please provide the estimated annual mileage for the vehicles required by this Contract?
Answer #7
Please see Exhibit 5 of the RFP document.
Question #8
Will the Port Authority allow for direct billing of all necessary equipment under this Contract?
Answer #8
No.
Question #9
Will the Port Authority accept a bi-lateral termination with 180 days notice by the Contractor.
Answer #9
No.
Question #10
Will the Port Authority accept exceptions and/or proposed modifications to the contract specific terms and condition outlined in Attachment B?
Answer #10
The Port Authority will review and evaluate all proposed enhancements to Attachment B. But proposers may run the risk that their proposals receive lower scores if they include exceptions to material and substantive provisions of the Port Authority terms and conditions.
Question #11
Will the Port Authority please identify if any of the incumbent employees are restricted by employment agreement with non-compete clauses?
Answer #11
The Port Authority is has no knowledge of employment non-compete clauses since all the guards under the current Contract are not employees of the Port Authority, but of the incumbent Contractor.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
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Date: 08/01/2007

ADDENDUM #2

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

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QUESTIONS & ANSWERS
Con't

Question #12
Can Extra Work be direct billed at an overtime rate regardless of notice?

Answer #12
No. Extra Work will not be billed on an overtime basis. All Extra Work will be billed as per the Extra Work provision, Section 9, of the RFP Document.

Question #13
In the event that the Port Authority increases service, can this be direct billed at an overtime rate regardless of notice?

Answer #13
No. Any increases or decreases in services will not be billed at an overtime rate, but will be billed pursuant to Section 13, entitled "Increase/Decrease in Service" of the RFP document.

Question #14
Will the Port Authority allow for the billing of standby vehicles for this Contract?

Answer #14
No. The only allowable billing is for those vehicles actually in use for this Contract.

Question #15
Please provide details on roll call locations and where personnel are to be deployed from those locations?

Answer #15
Roll call will be at each facility and personnel will be deployed from roll call to each post at the facility

Question #16
Will the Port Authority accept a reduced bill rate for PA requested additional training?

Answer #16
All training shall be per Section 54, entitled "Training Provided by the Contractor" in the RFP documents. However, the Port Authority will evaluate cost savings initiatives included in submitted proposals.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 08/01/2007

ADDENDUM #2

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

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QUESTIONS & ANSWERS
Con't

Question #17
Please provide details on the Waterfront Commission of New York Harbor training? Please clarify if this training is in addition to or in lieu of the five days of initial training as outlined in the RFP?

Answer #17
The Waterfront Commission of New York Training is 3 days, and the Contractor training is 2 days. The guards have to complete this training in order to be assigned to the New York Marine Terminal and the New Jersey Marine Terminal posts covered by the collective bargaining agreement between the Waterfront Commission of New York Harbor and the Port Guard and Police Union. These five days meet the requirement stated in the RFP.

Question #18
In the event that the Port Authority requests training that is not planned or that requires hourly personnel to be put on an overtime posture, will the Port Authority permit overtime billing.

Answer #18
No. There is no overtime billing for training. All billing for training, whether planned or unplanned shall be billed as per Part D, of Section 55, entitled "EWR Training Provided by the Port Authority", and per Part D, of Section 56, entitled "Training Provided by the Port Authority (Other than EWR)".

Question #19
Please provide specifications associated with the radios, including type and the number of repeaters required under this Contract.

Answer #19
Proposers must include in their proposals what equipment and the number of repeaters they will use if they are selected for this Contract.

THE PORT AUTHORITY OF NY & NJ

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Date: 08/01/2007

ADDENDUM #2

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QUESTIONS & ANSWERS
Con't

Question #20
Which of the following additional benefits are required: Bereavement, Sick Time, Retirement, etc.?

Answer #20
No, there are no specific requirements for supplemental benefits other than they must be fair and reasonable and meet the criteria stated in Section. 10 entitled "Wages, Health, Supplemental Benefits and Salaries" of the RFP document

Question #21
Do all health benefits require no contribution by the employees?

Answer #21
Please see revised paragraph "iii " of page 13.

Question #22
Will the Port Authority specify what amount should be allotted for health benefits.

Answer #22
Proposers are advised that health benefit plans will be evaluated. Proposers with existing employee health benefit plans may propose those plans. For proposers acquiring new health benefits plans, as a guide, the proposed health benefit should approximate $3.00 (three dollars) per hour for affected employees.

Question 23
Can you describe the criteria to be used in evaluation Health and Supplemental Benefits plans?

Answer #23
Proposers are directed to the Request for Proposal document, Section 1., entitled: "INFORMATION FOR PROPOSERS", paragraph 4, entitled 'EVALUATION CRITERIA AND RANKING" on pages 7 and 8.

THE PORT AUTHORITY OF NY & NJ

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Date: 08/01/2007

ADDENDUM #2

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☐ Due back August 13, 2007, no later than 2:00 PM.

QUESTIONS & ANSWERS
Con't

Question #25
Can the PA confirm that there is no Project Manager required for the Bathgate Industrial Park, and the New Jersey Leased Properties?

Answer #25
There is no Project Manager required for the Bathgate Industrial Park and the New Jersey Leased Properties.

Question #26
Should proposers use the estimated guard hours as stated in the Cost Proposal Forms or the estimated hours as stated in Exhibit 5 in calculating their proposed hourly unit prices?

Answer #26
Proposers should use the estimated hours and units as stated in the Cost Proposal Forms in calculating their propose hourly prices.

Question #27
How will the Port Authority evaluate costs, if proposers can use any combination of Full-Time and Part-Time employees under this Contract?

Answer #27
Cost is a separate criterion and will be evaluated as such.

Question #28
Is the auto liability coverage of $25 Million for all autos under this Contract or only for those used at EWR?

Answer #28
It is for all autos under this Contract.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
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NEW YORK, NY 10010

Date: 08/01/2007

ADDENDUM #2

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back August 13, 2007, no later than 2:00 PM.

QUESTIONS & ANSWERS
Con't

Question #29
Are health benefits mandatory to all full-time employees under this Contract?

Answer #28
Yes. Health benefits are mandatory for all full-time employees under this Contract. However, the Contractor is not precluded from providing health benefits to other employees under this Contract

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ
JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DAVID GUTIERREZ, WHO CAN BE REACHED AT (212) 435-3933.

Exhibit B-A

Agreement of Recognition

Between FJC Security

and

Service Employees International Union, Local 32BJ

Based upon the Service Employee International Union, Local 32BJ's ("Union") showing of majority support among the uniformed guards employed by FJC Security ("Employer") at Newark Airport, George Washington Bridge, Harrison Car Maintenance Facility, Journal Square, Port Authority Tech Center, PATH Train Stations and Consolidated Freight Yards the employer acknowledges the Union's majority status at those locations and hereby voluntarily recognizes the Union as the exclusive bargaining representative for the full-time and part-time Security Guards, but excluding all other employees, including, without limitations, ID officers, office employees, other Security Officers, Lieutenants, Captains and Supervisors as defined under the National Labor Relations Act.

FJC Security

By: _____
Executive Vice President

Date: 7/17/07

SEIU, Local 32BJ

By: _____
Assoc. Director Local 32BJ

Date: 7/17/07

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 08/08/2007

ADDENDUM #3

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back August 13, 2007, no later than 2:00 PM.

☐ Originally Due back July 24, 2007 no later than 2:00 PM.

The following changes are hereby made in the documents:

Section 10., entitled "Wages, Health, Supplemental Benefits and Salaries"

1) Under 'Minimum Hourly Wage" in Pages 15 & 16:

- SIB-ID Office Specialist, **Insert:** $15.52 per hour
- WTC Tour Supervisor, **Insert:** $14.17 per hour
- NJMT Security Guard Tier 1, **Insert:** $19.03 per hour
- NJMT Security Guard Tier 2, **Insert:** $$14.30 per hour

2) Under L. "Required Minimum Salaries" in page 19

Insert: WTC Security Technology Specialist $1,529.00 per week

Part III, entitled" Cost Proposal Forms"

- **Delete:** Cost Proposal Forms, Port Ivory, Estimated Items, Year One, Year Two, Year Three and Year Four.
- **Insert:** Attached Cost Proposal Forms, Port Ivory/Howland Hook - Revised, Estimated Items, Year One, Year Two, Year Three, and Year Four.
- **Delete:** Cost Proposal Forms, NYMT, Estimated Items, Year One, Year Two, Year Three and Year Four.
- **Insert:** Attached Cost Proposal Forms, NYMT - Revised, Estimated Items, Year One, Year Two, Year Three, and Year Four.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

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☐ Due back August 13, 2007, no later than 2:00 PM.

The following changes are hereby made in the documents:

Con't

Part III, entitled" Cost Proposal Forms"

- Cost Proposal, Year One, Summary **Delete**: "Item PI-4", **Insert:** Item PI-5"
- Cost Proposal, Year One, Summary **Delete**: "Item NYMT-3", **Insert**: "Item NYMT-5"

- Cost Proposal, Year Two, Summary **Delete**: "Item PI-8", **Insert:** Item PI-10"
- Cost Proposal, Year Two, Summary **Delete**: "Item NYMT-6", **Insert**: "Item NYMT-8"

- Cost Proposal, Year Three, Summary **Delete**: "Item PI-12", **Insert:** Item PI-15"
- Cost Proposal, Year Three, Summary **Delete**: "Item NYMT-9", **Insert**: "Item NYMT-12"

- Cost Proposal, Year Four, Summary **Delete**: "Item PI-16", **Insert:** Item PI-20"
- Cost Proposal, Year Four, Summary **Delete**: "Item NYMT-12", **Insert**: "Item NYMT-16"

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ
JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DAVID GUTIERREZ, WHO CAN BE REACHED AT (212) 435-3933.

Cost Proposal Form
Port Ivory/Howland Hook - Revised
Estimated Items
Year One*

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year One Charge

Port Ivory/Howland Hook

PI-1. Security Agents
(a) Full-Time _____(Hrs) x _____ = _____
(b) Part-Time _____(Hrs) x _____ = _____
Note: Sum of a & b shall equal: 18,400 Hrs = _____
(Sum of a & b)

PI-2. Tour Supervisor 2112 (HRS) x _____ = _____

	Monthly Charge Per Vehicle	x	Number of Vehicles	x	# of Months	Estimated Year One Charge
PI-3. Vehicle Charge	$_____	x	1 - 4x4 wheel drive	x	12	= $_____

	Monthly Charge		Months	=	Year One Charge
PI-4. Management Fees	$_____	x	12 months	=	$_____

PI-5. Estimated Year One Charge – Port Ivory/Howland Hook = $_____
Sum of items (PI-1)+(PI-2)+(PI-3)+(PI-4)

Cost Proposal Form
NYMT - Revised
Estimated Items
Year One*

	Estimated Hours	x	Hourly Charges	=	Estimated First Year Charge
Brooklyn Piers					
NYMT-1 Security Gateman (Regular Hours)	9,150	x	$_____	=	$_____
NYMT-2 Security Gateman (Extra Vessel Coverage at Public Berths per USCG)	1,000	x	$_____	=	$_____
Brookly Cruise Terminal					
NYMT-3 Security Gatemen (Daily)	9,150	x	$_____	=	$_____

NYMT-4 Estimated Year One Charge - NYMT = $_____
Sum of Items (NYMT-1)+(NYMT-2)+(NYMT-3)

Cost Proposal Form
Port Ivory/Howland Hook - Revised
Estimated Items
Year Two*

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year Two Charge

Port Ivory/Howland Hook

PI-6. Port Ivory
Security Agents
(a) Full-Time _____(Hrs) x _____ = _____
(b) Part-Time _____ (Hrs) x _____ = _____
Note: Sum of a & b shall equal: 18,400 Hrs = _____
(Sum of a & b)

PI-7. Tour Supervisor 2112 (HRS) x _____ = _____

	Monthly Charge Per Vehicle	x	# Of Vehicles	x	# of Months	Estimated Year Two Charge
PI-8. Vehicle Charge	$ _____	x	1 - 4x4 wheel drive	x	12	= $ _____

	Monthly Charge		Months	=	Year Two Charge
PI-9. Management Fees	$_____	x	12 months	=	$_____

PI-10. Estimated Year Two Charge – Port Ivory/Howland Hook = $_____
Sum of items (PI-5)+(PI-6) +(PI-7)+(PI-8)+(PI-9)

Cost Proposal Form
NYMT-Revised
Estimated Items
Year Two*

	Estimated Hours	x	Hourly Charges	=	Estimated Year Two Charge
Brooklyn Piers					
NYMT-5 Security Gateman (Regular Hours)	9,150	x	$_____	=	$_____
NYMT-6 Security Gateman (Extra Vessel Coverage at Public Berths per USCG)	1,000	x	$_____	=	$_____
Brookly Cruise Terminal					
NYMT-7 Security Gatemen (Daily)	9,150	x	$_____	=	$_____

NYMT-8 Estimated Year Two Charge - NYMT = $_____
Sum of Items (NYMT-5)+(NYMT-6)+(NYMT-7)

Cost Proposal Form
Port Ivory Howland Hook - Revised
Estimated Items
Year Three*

Port Ivory/Howland Hook

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year Three Charge
PI-11. Port Ivory Security Agents					
(a) Full-Time	_____(Hrs)	x	_____	=	_____
(b) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of a & b shall equal: 18,400 Hrs (Sum of a & b)				=	_____
PI-12. Tour Supervisor	2112 (HRS)	x	_____	=	_____

	Monthly Charge Per Vehicle	x	# Of Vehicles	x	# of Months	=	Estimated Year Three Charge
PI-13. Vehicle Charge	$ _____	x	1 - 4x4 wheel drive	x	12	= $	_____

	Monthly Charge		Months	=	Year Three Charge
PI-14. Management Fees	$_____	x	12 months	=	$_____

PI-15. Estimated Year Three Charge – Port Ivory/Howland Hook = $_____
Sum of items (PI-11)+(PI-12) +(PI-13)+(PI-14)

Cost Proposal Form
NYMT - Revised
Estimated Items
Year Three*

Brooklyn Piers

	Estimated Hours	x	Hourly Charges	=	Estimated Year Three Charge
NYMT-9 Security Gateman (Regular Hours)	9,150	x	$_____	=	$_____
NYMT-10 Security Gateman (Extra Vessel Coverage at Public Berths per USCG)	1,000	x	$_____	=	$_____

Brookly Cruise Terminal

NYMT-11 Security Gatemen (Daily)	9,150	x	$_____	=	$_____

NYMT-12 Estimated Year Three Charge - NYMT Sum of Items (NYMT-9)+(NYMT-10)+(NYMT-11) = $_____

Cost Proposal Form
Port Ivory Howland Hook - Revised
Estimated Items
Year Four*

Port Ivory/Howland Hook

	Estimated Annual Hours	x	Hourly Charges	=	Estimated Year Four Charge
PI-16. Port Ivory Security Agents					
(a) Full-Time	_____(Hrs)	x	_____	=	_____
(b) Part-Time	_____ (Hrs)	x	_____	=	_____
Note: Sum of a & b shall equal: 18,400 Hrs (Sum of a & b)				=	_____
PI-17. Tour Supervisor	2112 (HRS)	x	_____	=	_____

	Monthly Charge Per Vehicle	x	# Of Vehicles	x	# of Months	Estimated Year Four Charge
PI-18. Vehicle Charge	$ _____	x	1 - 4x4 wheel drive	x	12 =	$ _____

	Monthly Charge		Months	=	Year Four Charge
PI-19. Management Fees	$_____	x	12 months	=	$_____

PI-20. Estimated Year Four Charge – Port Ivory/Howland Hook = $_____
Sum of items (PI-16)+(PI-17) +(PI-18)+(PI-19)

Cost Proposal Form
NYMT - Revised
Estimated Items
Year Four*

Brooklyn Piers

	Estimated Hours	x	Hourly Charges	=	Estimated Year Four Charge
NYMT-13 Security Gateman (Regular Hours)	9,150	x	$_____	=	$_____
NYMT-14 Security Gateman (Extra Vessel Coverage at Public Berths per USCG)	1,000	x	$_____	=	$_____

Brookly Cruise Terminal

NYMT-15 Security Gatemen (Daily)	9,150	x	$_____	=	$_____

NYMT-16 Estimated Year Four Charge - NYMT = $_____
Sum of Items (NYMT-13)+(NYMT-14)+(NYMT-15)

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 08/09/2007

ADDENDUM #4

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back: **To Be Determined.**

☐ Originally Due back August 13, 2007 no later than 2:00 PM.

The following changes are hereby made in the documents:

- **The Proposal due date has been postponed.**

The Port Authority of NY & NJ will be notifying interested proposers of the new proposal due date via an addendum scheduled to be issued during the week of August 13, 2007.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ
JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: FTC Security Services, Inc

INITIALED: _____

DATE: 8/24/07

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARYELLEN BENNETT, WHO CAN BE REACHED AT (212) 435-3915.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 08/10/2007

ADDENDUM #5

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back August 29, 2007 no later than 2:00 PM.

☐ Proposal Due back date changed to August 13, 2007 no later than 2:00 PM.

☐ Originally Due back August 13, 2007 no later than 2:00 PM.

The following changes are hereby made in the documents:

- Bid due date is changed to August 29, 2007, no later than 2:00 PM.

Part III, Entiled "Cost Proposal Forms":

- Staten Island Bridges, Estimated Items, Year One, Year Two, Year Three, Year Four:
  Delete: 53,960 Hrs
  Insert: 37,960 Hrs

- NYMT, Estimated Items, Year One, Year Two, Year Three, Year Four & NJMT, Estimated Items, Year One, Year Two, Year Three, Year Four:

Insert:	Monthly Charge		# of Months		Est. Annual Charge
Management Fees	$_____	x	12	=	$_____

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 08/10/2007

ADDENDUM #5

To prospective Proposers on RFP # 13517 for UNARMED, UNIFORMED SECURITY GUARD SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, THE PORT AUTHORITY TRANS- HUDSON (PATH), THE TELEPORT, THE STATEN ISLAND BRIDGES, THE GEORGE WASHINGTON BRIDGE, LEASED OFFICE PROPERTIES IN NEW YORK & NEW JERSEY, THE WORLD TRADE CENTER SITE, PORT IVORY IN STATEN ISLAND, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS AND THE BATHGATE INDUSTRIAL PARK

☐ Due back August 29, 2007 no later than 2:00 PM.

☐ Proposal Due back date changed to August 13, 2007 no later than 2:00 PM.

☐ Originally Due back August 13, 2007 no later than 2:00 PM.

The following is for informational purposes only:

Attached is a copy of the signed Collective Bargaining Agreement between Service Employees International Union Local 32BJ and FJC Security Services, Inc. Proposers are advised to propose according to the RFP document.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ
JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARYELLEN BENNETT, WHO CAN BE REACHED AT (212) 435-3915.

TOTAL ESTIMATED 3rd YEAR PRICE: $_____

TOTAL ESTIMATED 1st YEAR PRICE: $_____
+ TOTAL ESTIMATED 2nd YEAR PRICE: $_____
+ TOTAL ESTIMATED 3rd YEAR PRICE: $_____

= TOTAL ESTIMATED CONTRACT PRICE: $_____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ

AND

FJC SECURITY SERVICES, INC

COVERING VARIOUS PORT AUTHORITY OF NY &NJ LOCATIONS IN BOTH

NEW YORK AND NEW JERSEY

August 8, 2007 – March 1, 2011

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- TO BE COMPLETED

Article I - Recognition and Scope of Agreement

1.1 This Agreement shall apply to all Airport Security Agents, Security Agents, Lead Airport Security Agents, Central Security Station Guards, Security Operations Center Guards, Identification Office Specialists, C.T.G.'s, and any other similar, substitute or replacement classifications who are employed, or who may be employed, in or assigned to various locations under the Employer's contract ("Customer Contract") with the Port Authority of New York and New Jersey ("Customer"), excluding managers, supervisors and clericals within the meaning of the Labor Management Relations Act. The locations covered by this Agreement include:

NEWARK LIBERTY INTERNATIONAL AIRPORT
THE PORT AUTHORITY TRANS-HUDSON (PATH)
THE TELEPORT
THE STATEN ISLAND BRIDGES
THE GEORGE WASHINSTON BRIDGE
NEW YORK LEASED OFFICE PROPERTIES
NEW JERSEY LEASED OFFICE PROPERTIES
THE WORLD TRADE CENTER SITE
PORT IVORY IN STATEN ISLAND
THE BATHGATE INDUSTRIAL PARK
BROOKLYN CRUISE TERMINAL.

1.2 The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above in 1.1.

1.3 The Employer, upon execution of this Agreement, shall provide the Union with the names, classifications, home addresses of the employees performing unit work, their current tour of duty and shift, and present wage rate.

1.4 The Employer shall provide a Weekly New-hire Report (NHR) to notify the Union in writing of the name, classification, home address, hours of employment, and wage rate of each new employee engaged by the Employer subject to this Agreement.

1.5 Included in the NHR of paragraph 1.4 the Employer shall also provide on a monthly basis the name, address and classification of employees who were previously ineligible to be a member of the Union, but who have become eligible for such representation due to a change in the employee's job status

1.6 Unless provided for herein, the Employer agrees to maintain in effect all wages, scheduled wage increases, and employee benefits until the commencement of a new Port Authority contract pursuant to RFP # 13517. Any changes in wages and/or benefits provided for in Articles IX, X, and XII herein will be due upon the date set forth in the respective Article, but in no event prior to the commencement of a contract with the Port Authority pursuant to RFP # 13517. In the event that a new contract with the Port Authority pursuant to RFP # 13517 is not commenced on or before February 1, 2008 or

the Port Authority determines that a new contract will not be awarded pursuant to RFP #13517, whichever occurs earlier, the economic provisions of Articles IX, X, and XII will not become effective and the parties will meet to bargain with respect to employee wages and benefits. In the event of such a reopener, the terms of Article XVI shall not apply if the parties are unable to reach agreement after ninety (90) days. It is contemplated by the parties that a new contract pursuant to RFP #13517 will commence on October 1, 2007. In the event that the contract commences after October 1, 2007 and on or before January 31, 2008, all effective dates in Articles IX, X, and XII, will be adjusted by the number of calendar days difference between October 1, 2007 and the date of the contract's commencement.

Article II - Union Security

2.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members of the Union, or satisfy the financial obligations set by the Union as agency fee payers, on the 31st day following the date this Article applies to their work location or their employment, whichever is later. The requirement of membership under this Article is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed, or in the alternative, by tendering to the Union agency fees. The Union shall not ask or require the Employer to discharge any employee except in compliance with the law.

2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the discharge of an employee because he or she has failed to pay such dues or agency fees, the employee shall be discharged within fifteen (15) days of the letter unless the Employer questions the propriety of doing so or, if prior thereto the employee takes proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

2. 3 With the expressed exception of any/all Client contracts or related documents and/or materials with a minimum of three (3) business days written advanced notice, the Union shall have the right to inspect all of the Company's books and records, to which they are entitled by all applicable statute, law, or regulation, including but not limited to the Employer's true payroll registers, Social Security reports, and other records of employment (except the salaries of non-union supervisors) in order to determine compliance with this Agreement. All benefit funds established or provided for under this agreement shall have the same right to inspect as the Union.

Article III - Check-off

3.1 The Employer agrees to deduct from the first paycheck each month the monthly dues, initiation fees, agency fees, and all legal assessments due to the Union from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Employer agrees that such deductions shall constitute Trust Funds that will be forwarded to the Union not later than the twentieth

(20th) day of each and every month. The Union will furnish to the Employer the necessary authorization forms.

3.2 The Employer agrees contributions to the Union's political action fund or COPE (Committee on Political Education) when authorized by the employee in writing in accordance with applicable law. The Employer agrees that such deductions shall constitute Trust Funds that will be forwarded to the Union not later than the twentieth (20th) day of each and every month. The Union will furnish to the Employer the necessary authorization forms. No employee shall be required to contribute to the Union's political action fund or COPE program as a condition of their employment.

3.3 If the Employer fails to deduct or remit to the Union dues or other monies in accordance with Article 3.1 and 3.2. above by the twentieth (20th) day of the month, the Employer shall pay interest on such dues and other monies at the rate of one-percent per month beginning on the twenty-first ("21") day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

3.4 If an employee does not revoke his or her dues/fees check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

3.5 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article or in reliance on any list, notice, or assignment furnished under any of these provisions.

Article IV - Non-Discrimination

4.1 There shall be no discrimination against any employee by reason of race, creed, color, age, disability, sexual orientation, national origin, sex, religion, marital status, parenthood, veteran status, political affiliation, union membership, or any characteristic protected by law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, 42 U .S .C. Section 1981, the New York State Human Rights Law, the New York City Human Rights Code, the New Jersey Law Against Discrimination, or any other similar laws, rules or regulations.

Article V - Union Visitation and Bulletin Boards

5.1 At the locations that the Port Authority provides a break room and with the Port Authority's approval (if necessary) the Employer shall allocate the Union wall space in each break room at each work site to mount a bulletin board exclusively for Union announcements, meeting notices and materials relating to other union business. The

Union or its members shall not post on the bulletin boards disparaging material about the Employer or its clients, its employees, its services or its affiliated companies. The Union shall bear the cost of the acquisition, installation and maintenance of the bulletin board.

5.2 Union stewards and union staff shall have access to company break rooms to talk with employees during their break time and lunch periods.

Article VI - Union Stewards

6.1 The Union will have the right to designate up to 7 Shop Stewards and alternates, and will inform the Employer of their names and work locations. The Employer recognizes that stewards shall assist employees in resolving grievances at the lowest possible administrative level.

6.2 Stewards shall be afforded reasonable time for the investigation and processing of grievances and for meetings with managements without loss of pay or benefits, upon notification to their supervisor.

6.3 Stewards shall request authorization from the Supervisor a "not to exceed" amount of time to make announcements at the end of their roll call. Supervisor authorization shall not be unreasonably denied.

6.4 Stewards' activities shall be scheduled by mutual agreement. Stewards will require supervisor authorization to leave the job for union business. Supervisor authorization shall not be unreasonably denied.

Article VII - Management Rights

7. 1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement.

7.2 Except as provided in this Agreement, the management of the Employer's operation and the direction of the employees, including all of the rights, powers, authority and prerogatives which the Employer has traditionally exercised, are expressly reserved to the Employer. The choice, control and direction of all supervisory and management staff shall be vested solely and exclusively in the Employer, including without limitation the right to schedule and assign employees in its sole discretion. The Employer shall refrain, however, from exercising its rights under this Article in an arbitrary or capricious manner.

Article VIII- Discipline and Discharge

8.1 Employees may not be discharged except for just cause. The Employer's current discipline policies shall remain in effect except as otherwise provided for in this Agreement and provided that the Union reserves all rights to challenge the imposition of discipline on the grounds that it violates just cause. The Employer shall give the Union, a written statement of the general grounds for discharge or suspension within a reasonable time not to exceed ten (10) business days.

8.2 The Union recognizes that the Customer is the ultimate consumer and ultimately controls the access of the employee and the business of the Employer. When an incident occurs on the job site that is or can reasonably be construed as injurious to the Customer, the employee, the Union and the Employer will cooperate in every way in the investigation of the incident until the incident is resolved and/or the Customer is satisfied that all reasonable avenues have been pursued to their completion. The Union will not impede any reasonable steps which may assist the Employer in convincing the Customer of the thoroughness and/or reliability of its investigation and/or actions consistent with the Union's duty to provide fair and effective representation to its membership.

8.3 Employees shall have a trial or probationary period of ninety (90) days during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set 1 forth in Article XV below.

8.4 There shall be only one official personnel file. The Union, shall have reasonable access to that file, and, upon request by the Union in furtherance of its representational duties, the Union shall be furnished with copies of documents in the personnel file at no charge.

Article IX - Wages and Compensation

9.1 **Wages** -- As set forth in Article 1.6, the Employer shall maintain its current wage levels and its current schedule of wage increases until the commencement of a new contract with the Port Authority pursuant to RFP# 13517. Thereafter, the following wage increases and minimum wage rates shall be implemented. Nothing herein, however, shall be applied in a manner that reduces an employee's hourly wage.

2007

Effective October 15, 2007 at Newark Liberty International Airport and effective November 1, 2007 at all other locations covered by this Agreement, the following minimum rates shall be in effect:

Effective Date	Location	Classification	Hourly Rate
10/15/07	Newark Airport	Security Agent	$14.82
		Cent. Sec. Station	15.94
		Sec.Op.Center Guard	18.75
11/1/07	Teleport	Security Agent	13.13
		ID Office Specialist	14.67
		Sec.Op.Center Guard	18.57
11/1/07	Staten Is. Bridges	Security Agent	12.67
		ID Office Specialist	15.52
11/1/07	Port Ivory	Security Agent	12.67
11/1/07	PATH	Security Agent	12.55
		Cent. Sec. Station	14.19
11/1/07	WTC	Security Agent	12.28
		ID Office Spec.	13.66
		Cent. Sec. Station	13.18
11/1/07	NY Leased Prop.	Security Agent	11.59
11/1/07	NJ Leased Prop.	Security Agent	11.59
11/1/07	George Wash. Bridge	Security Agent	12.67
11/1/07	Bathgate Ind.Park	Security Agent	12.12
11/1/07	Brklyn. Cruise Term.	Security Agent	12.76
		CTG	12.76

2008

Effective October 15, 2008 at Newark Liberty International Airport and effective November 1, 2008 at all other locations covered by this Agreement, all employees shall receive a wage increase of 3.5% and the following minimum rates shall be in effect:

Effective Date	Location	Classification	Hourly Rate
10/15/08	Newark Airport	Security Agent	$15.34
		Cent. Sec. Station	16.50
		Sec.Op.Center Guard	19.41

11/1/08	Teleport	Security Agent	13.59
		ID Office Specialist	15.18
		Sec.Op.Center Guard	19.22
11/1/08	Staten Is. Bridges	Security Agent	13.11
		ID Office Specialist	16.06
11/1/08	Port Ivory	Security Agent	13.11
11/1/08	PATH	Security Agent	12.99
		Cent. Sec. Station	14.69
11/1/08	WTC	Security Agent	12.71
		ID Office Spec.	14.14
		Cent. Sec. Station	13.64
11/1/08	NY Leased Prop.	Security Agent	12.00
11/1/08	NJ Leased Prop.	Security Agent	12.00
11/1/08	George Wash. Bridge	Security Agent	13.11
11/1/08	Bathgate Ind.Park	Security Agent	12.54
11/1/08	Brklyn.Cruise Term.	Security Agent	13.21
		CTG	13.21

2009

Effective October 15, 2009 at Newark Liberty International Airport and effective November 1, 2009 at all other locations covered by this Agreement, all employees shall receive a wage increase of 3.5% and the following minimum rates shall be in effect:

Effective Date	Location	Classification	Hourly Rate
10/15/09	Newark Airport	Security Agent	$15.88
		Cent. Sec. Station	17.08
		Sec.Op.Center Guard	20.09
11/1/09	Teleport	Security Agent	14.07
		ID Office Specialist	15.71
		Sec.Op.Center Guard	19.89
11/1/09	Staten Is. Bridges	Security Agent	13.57
		ID Office Specialist	16.63
11/1/09	Port Ivory	Security Agent	13.57

11/1/09	PATH	Security Agent	13.44
		Cent. Sec. Station	15.20
11/1/09	WTC	Security Agent	13.15
		ID Office Spec.	14.63
		Cent. Sec. Station	14.12
11/1/09	NY Leased Prop.	Security Agent	12.42
11/1/09	NJ Leased Prop.	Security Agent	12.42
11/1/09	George Wash. Bridge	Security Agent	13.57
11/1/09	Bathgate Ind.Park	Security Agent	12.98
11/1/09	Brklyn.Cruise Term.	Security Agent	13.67
		CTG	13.67

2010

Effective October 15, 2010 at Newark Liberty International Airport and effective November 1, 2010 at all other locations covered by this Agreement, all employees shall receive a wage increase of 3.5% and the following minimum rates shall be in effect:

Effective Date	Location	Classification	Hourly Rate
10/15/10	Newark Airport	Security Agent	$16.43
		Cent. Sec. Station	17.67
		Sec.Op.Center Guard	20.79
11/1/10	Teleport	Security Agent	14.56
		ID Office Specialist	16.26
		Sec.Op.Center Guard	20.59
11/1/10	Staten Is. Bridges	Security Agent	14.05
		ID Office Specialist	17.21
11/1/10	Port Ivory	Security Agent	14.05
11/1/10	PATH	Security Agent	13.91
		Cent. Sec. Station	15.73
11/1/10	WTC	Security Agent	13.62
		ID Office Spec.	15.15
		Cent. Sec. Station	14.61

11/1/10	NY Leased Prop.	Security Agent	12.85
11/1/10	NJ Leased Prop.	Security Agent	12.85
11/1/10	George Wash. Bridge	Security Agent	14.05
11/1/10	Bathgate Ind.Park	Security Agent	13.44
11/1/10	Brklyn. Cruise Term.	Security Agent	14.15
		CTG	14.15

9.2 **Hours of Work** - Full-time employees shall be scheduled 40 hours per week with consecutive days off unless days off are otherwise agreed to by management and the Union. Employees shall be permitted to take a rest period of twenty (20) minutes per eight hour shift. Where an employee works overtime in excess on his/her eight hour shift, the employee shall receive an additional rest period of no less than twenty (20) minutes per every four hours.

The Employer shall continue existing compensation methodology as it pertains to rest periods (without any diminution) while operating under its current contract with the Port Authority, Contract # 460 000 4619. Upon the commencement of a new contract with the Port Authority pursuant to RFP #13517, these authorized rest periods shall be counted as hours worked for which there shall be no deduction from wages.

Roll call prior to the commencement of a tour shall also be counted as hours worked. In addition, employees shall receive an unpaid meal break of thirty (30) minutes per eight hour shift, which shall normally be at the mid-point of the shift. No employee shall be required to work more than five (5) hours without a meal period of thirty (30) minutes.

9.3 Overtime

(a) Any hours worked which exceed forty (40) hours per week shall be considered overtime and shall be paid at one and one half (1.5) times the hourly rate.

(b) Mandatory Overtime - There shall be no mandatory overtime, except for emergencies such as a security breach, terrorist attack, natural disaster, directives from the Port Authority of New York and New Jersey, or similar event.

(c) Distribution of Overtime - Overtime shall be distributed among qualified unit members as equally as possible based on a voluntary rotational basis. The Employer shall create a list, ordered by seniority, of all employees who have volunteered for overtime. Shop Stewards and Union representatives shall have access to the overtime log upon request.

(d) In the event that an employee who is on the voluntary list declines overtime assignments on two or more occasions the employee may be removed from the voluntary list for up to one (1) year.

(e) In the event that an employee fails to report for duty after accepting an overtime assignment, the employee will be charge with an AWOL occurrence and may be removed from the list for up to one (1) year.

9.4 Stand By Time -- Employees called in to work shall be paid for a minimum of four (4) hours at the regular straight time pay rate. The Employer may assign employees who are called in to work to security functions related to their normal course of duties.

9.5 Acting Pay - Acting pay shall be offered on a fair and equal basis to unit members who meet the qualifications for the acting assignment. Acting assignments shall be voluntary. When acting, unit members shall receive the salary of the classification in which they are acting for two hours or more.

9.6 Payment of Wages - Employees shall be paid on a weekly basis, no later than seven (7) days after the pay period ends. Employees shall receive pay statements itemizing hours worked, rates of pay, and any deductions from their pay.

9.7 Part-time employees shall be paid the same hourly rates as full-time employees in the same occupational classification.

ARTICLE X - Health and Training Benefits

10.1 **Health –**

As set forth in Article 1.6 above, the Employer shall maintain its existing plan of health insurance benefits through the commencement of a new contract with the Port Authority pursuant to RFP #13517.

A. Effective upon the date the Employer commences its new contract with the Port Authority pursuant o RFP #13517, it agrees to make payments into a health trust fund, known as the Building Service 32BJ Health Fund, for family coverage under the Fund's Basic Plan of benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust.

B. Effective October 1, 2007, the Employer shall contribute $ 544.00 per month for each employee working thirty (30) hours per week or more. Effective January 1, 2008, shall contribute at the rate set by the Fund Trustees which shall not exceed $598.00 per month per employee working thirty (30)hours per week or more. Effective January 1, 2009, the Employer shall contribute at the rate set by the Fund Trustees which shall not exceed $658.00 per month per employee working thirty (30) hours per

week or more. Effective January 1, 2010, the Employer shall contribute at the rate set by the Fund Trustees which shall not exceed $724.00 per month per employee working thirty (30) hours per week or more. Effective January 1, 2011, the Employer shall contribute at the rate set by the Fund Trustees which shall not exceed $796.00 per month per employee working thirty (30) hours per week or more.

C. The obligation to contribute shall commence ninety (90) calendar days after the employee's date of hire. Eligible employees shall have a waiting period of ninety (90) days after their hire before commencing participation in the Health Fund.

10.2 **Training** – The Employer and the Union are committed to providing to the Employer's customer, and the public, security employees whose training exceeds state minimum standards.

A. All employees shall be required to successfully complete forty (40) hours of training provided by the Thomas Shortman Training Fund for employment, and thereafter as agreed to by the parties. The parties will agree on the training curriculum and the schedule on which employees must complete their annual cycle of training. The Employer may require additional training for employees tailored to classifications that the employer may establish or for other reasons that it determines.

B. The first sixteen (16) hours of training required under Article 10.2(A) shall be taken pursuant to each employees' paid leave allotment. Employees may draw against future paid leave for this purpose. The remaining twenty-four (24) hours of training required under Article 10.2(A) shall be treated as work-time. Employees' mandatory eight (8) hour annual recertification training also shall be treated as work time.

C. Effective October 1, 2007 the Employer shall contribute $312 per year to the Thomas Shortman Fund for each employee under such terms and conditions as the Trustees of the Fund have established or may establish. For all employees hired on or after October 1, 2007, the obligation to contribute shall commence upon their date of hire and employees shall be eligible to participate in a "New Hire" training program described below in Paragraph (F).

D. The Employer shall not be required to make the contributions provided for in Article 10.2(C) for any vacation replacement or temporary replacement if those individuals have already received the training provided for in Article 10.2(A).

E. Employees shall not be required to pay for training required or mandated by the employer.

F. "New Hire" Training – All employees hired on or after October 1, 2007 shall complete a forty (40) hour training provided through the Thomas Shortman Fund, prior to commencing work at one of the facilities covered by this Agreement. The Employer shall set the rate of compensation during this forty (40) hour training period in accordance with all applicable federal, state, and local law.

10.3 **Provisions Applicable to All Local 32BJ Funds** – If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditor's fees and interest.

ARTICLE XII - PAID LEAVE

12.1 **Vacation** -- As set forth in Article 1.6 above, the Employer shall maintain its existing plan of vacation benefits through the commencement of a new contract with the Port Authority pursuant to RFP #13517.

Effective October 1, 2007, employees shall receive the following paid vacation:

Seniority	Paid Vacation Per Year
6 months	20 hours
1-4 years	40 hours
5-9 years	80 hours
10 years or more	120 hours

12.2 **Sick Leave**

Employees shall accrue paid sick leave as follows:

Effective October 1, 2007	3 days per calendar year
Effective October 1, 2008	4 days per calendar year
Effective October 1, 2009	5 days per calendar year

12.3 **Paid Holidays**

(a) The following holidays shall be designated on the days on which they are legally observed:

New Year's Day
Martin Luther King Jr. Day
Presidents Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

(b) All fulltime employees shall be paid eight (8) hours of holiday pay for each of the holidays listed above. All part-time employees shall be paid four (4) hours for each of the holidays listed above. To receive payment for the holiday the employee must be in a paid work status the day before the holiday.

12.4 **Bereavement Pay** - In the event of a death in the employee's immediate family (parent, spouse, child, brother, or sister), the employee shall receive the next three succeeding days off from the date of death and shall be paid for any time lost from his /her schedule as a result of such absence.

12.5 **Jury Duty** -- Employees summoned for jury duty shall be allowed time off from work and will be paid $40.00 per day for up to three days. Employees must present any summons for jury duty to their supervisor on the first working day after receiving the notices. If an employee is not required to serve on a day he/she is normally scheduled to work or if the employee is excused before serving three hours of jury duty, he/she is expected to report to work.

12.6 **Part-time Employees** - Part-time employees regularly employed at the worksite shall receive proportionate vacation, sick and personal leave allowances, based on the average number of hours per week that they are employed.

12.7 **Subpoena**

Full time, part-time, or temporary employees called to testify as a witness at the request of FJC (by subpoena or otherwise) will be paid for the day or days during which the court requires attendance, as well as for any preparation time which is outside of their normally scheduled work hours. Compensation for witness service will only be paid if the employee is summoned for witness service by FJC. FJC will pay the difference between the employee's straight time base rate of pay and any compensation received for witness service.

Employees subpoenaed to appear in court as a witness will be excused from work without pay. Such employees may use any accrued leave (if eligible and available) in lieu of taking the day off without pay.

Employees must notify their supervisor as soon as the subpoena is received. Employees must submit a leave request at least fourteen (14) days before the subpoena is scheduled,

and the leave request must be processed in the normal manner. The FJC Project Manager may waive this requirement where the time period within which the subpoena is received makes it impractical for the employee to provide such fourteen-day notice, provided such notice is provided as soon possible after the subpoena is received.

12.8 Leave for Spouses of Member of Armed Forces

FJC recognizes the need for leave of a spouse who is a member of the armed forces of the United States, National Guard or reserves. The spouse will be granted up to ten (10) days of unpaid leave when the employee's spouse has been deployed during a period of military conflict to a combat theater or combat zone of operations and is on leave from such combat service.

12.9 Certification, Continuing Education, and Reinstatement of Employees on Military Leave

Employees who were licensed, registered, or certified to engage in a profession prior to entering into military service may not be required to complete the continuing education requirements for such profession or licensing, registration, or certification period during which such military service occurs. When military service partially occurs within a licensing, registration, or certification period, the continuing education requirements must be reduced proportionately so that such employee is not required to complete his or her requirements while in military service. Upon return from military leave, employees will be expected to complete the licensing, registration or certification requirements in a reasonable amount of time.

Employees who are called up to active duty in the National Guard or other branches of the armed forces shall be reinstated to their position upon completion of said duty, with no loss of seniority or other benefits.

12.10 Bone Marrow and Organ Donation Leave

Employees who work an average twenty or more hours each week and who undergo medical procedures to donate bone marrow or other organs are provided up to twenty four (24) work hours of paid leave for that purpose.

Article XIII - Leaves of Absence

13.1 The Employer shall fully comply with the federal Family and Medical Leave Act of 1993 and eligible employees shall be entitled to take up to twelve (12) weeks unpaid job-protected leave to care for a seriously ill parent, spouse, partner or child, or to bond with a newborn, newly adopted child or foster child. The Employer shall also fully comply with all applicable laws of the States of New York and New Jersey regarding family and/or medical leave.

13.2 Employees who have been employed at least two (2) years, may request a personal leave of absence up to sixty (60) days. Such a request for a leave of absence shall not be unreasonably denied, provided that the leave is compatible with the proper operation of the work-site. Emergency leave may be requested on an emergency basis, provided that upon the employee's return to work, the Employer may request documentation of the emergency. In special circumstances the employer and the union may agree on longer leaves of absences for union related business.

Article XIV - Seniority

14.1 Seniority shall be defined as an employee's length of service with the employer or at the facility, whichever is greater, regardless of whether there was a collective bargaining agreement covering the facility.

14.2 After completion of the probationary period, an employee shall attain seniority as of his/her original date of employment.

14.3 Seniority shall be broken by any of the following events:

- resignation, retirement, or voluntary termination;
- discharge for cause;
- inactive employment due to layoff in excess of 1 year.

14.4 Layoffs and recalls, shall be determined on the basis of seniority, provided that the employee is qualified, suitable and available to work. Bidding shall also be based on seniority. Assignments, promotions, the filling of vacancies shall be determined on the basis of seniority when employees of equal qualification, suitability, and availability are being considered.

14.5 Layoffs - Layoffs shall be implemented at each worksite by inverse order of seniority. Should there be a layoff, the Employer will notify the Union and the affected employees upon its receipt of notice from the Port Authority. An employee who is laid off at one work site shall not be permitted to bump a less senior employee at the other work site but shall be permitted to obtain a vacant position at the other worksite consistent with the provisions of Article 14.4 above. If there are no such vacant positions, the employee shall be permitted to exercise his or her seniority for a position, which becomes available, consistent with Article 14.4 above. Employees on a recall list shall be offered employment prior to their positions being filled through promotion or the hiring of new employees. The Employer will give first consideration to filling vacancies to employees on a recall list. Employees may remain on the recall list for one (1) year.

Article XV -- Grievance and Arbitration

15.1 All disputes or differences involving the interpretation or applications of this Agreement that arise between the Employer and the Union shall be resolved as provided in this Article.

15.2 To better promote Employer-Employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the procedure to be utilized for resolving disputes of allegations by the Union, or the Employee, of violations of this agreement. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

15.3 If a dispute or difference covered by this Article cannot be resolved informally between the Union and Employer, it shall be filed in writing within sixty (60) days of the date of any conduct or action alleged to be in violation of the Agreement.

15.4 The Employer and the Union shall hold a meeting on unresolved grievances no later than thirty (30) days after the filing of the written grievance. The scheduling or convening of this meeting shall not be a cause for delay of arbitration.

15.5 All grievances not settled at a grievance meeting shall be subject to arbitration before a rotating panel of arbitrators chosen by the parties. Written demand for arbitration must be made within sixty (60) business days of the filing of the written grievance, unless the parties agree otherwise. The parties agree to appoint the following arbitrators to the rotating panel ("the Panel"): Robert Simmelkjar, Ralph Berger, Richard Adelman, Jay Nadelbach, Noel Berman, Barbara Deinhart, and Scott Weiss.

15.6 The fee of the arbitrator and all reasonable expenses involved in his/her functions shall be borne equally by the Union and the Employer.

15.7 If either party asserts that the dispute or difference is not properly a "grievance" as defined in Article 14.1, then the question of whether or not such dispute or difference is a grievance properly arbitrable under this Article shall first be determined, either by agreement between the parties or by the arbitrator.

15.8 Should either party fail to abide by an arbitration award within two weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take action necessary to secure such award including but not limited to suits at law.

15.9 The procedure outlined herein in respect to matters over which the Panel Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues. The Panel Arbitrator shall have the power to grant any remedy required to correct a violation of this Agreement, including but not limited to, damages and mandatory orders, and the Award of said Arbitrator shall be final and binding upon the parties and the employee(s) involved; provided that nothing herein shall be construed to forbid either of the parties from resorting to court for relief from, or to enforce rights under, any arbitration award. In any proceeding to confirm an award of the Arbitrator, service may be made by registered or certified mail.

15.10 Grievants attending grievances and arbitrations during their regularly scheduled hours shall be paid during such attendance only if they are current employees at the time of the hearing.

15.11 All Union claims are brought by the Union alone, and no individual shall have the right to compromise or settle any claim without the written permission of the Union. In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

Article XVI - No Strikes, Picketing or Lockouts

16.1 The Union agrees that it will not direct its members to strike, picket the Employer's worksite, or engage in work stoppages or slow downs and the Employer agrees that it will not lock out employees covered by this Agreement during the term of this Agreement.

Article XVII - Contractor Transition and Successorship

17.1 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation, or portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease assignment, such operation or use of such rights shall continue to be subject to the terms and condition of this Agreement, for the life thereof.

17.2 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc.

17.3 This Article shall apply equally to any and all successors of the signatory to this Agreement. This article shall apply to any and all successors of the signatory of this agreement.

Article XVIII - Uniforms and Tools

18.1 Where required or when necessary for the job, the Employer shall provide appropriate uniforms and equipment to the employees without cost to the employee.

18.2 All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.

18.3 When necessary, Port Authority authorized foul weather gear shall be provided at no cost to employees.

18.4 The Employer will provide a list, for the Union's review, within thirty (30) days of this Agreement of the uniform items and equipment furnished by the Employer.

Article XIX - New Classifications Created

19.1 If a new job classification is mandated by the Port Authority of New York and New Jersey, the parties agree to negotiate the terms and conditions for the new position provided the position may fall within the bargaining unit.

Article XX - Working Conditions

20.1 **Health and Safety** - No employee shall be required to work with unsafe equipment or under circumstances that would injurious to his/her health or safety. It shall be the responsibility of management to report in a timely fashion to the appropriate official/vendor, any equipment that is not functioning properly. It is the responsibility of the employee to promptly notify management of unsafe or improperly functioning equipment.

20.2 **Whistle Blower Protection** - Employees shall immediately point out unsafe equipment or circumstances to management. Employees have the right, without fear of discipline, to report problems of public safety violations or other perceived violations of law relating to this contract to the Port Authority of New York and New Jersey or government agencies.

Article XXI - Beneficial Practices

21.1 In order to afford the Union and bargaining unit an opportunity to determine unapprised beneficial practices, it is agreed by the parties that beneficial practices that the Employer may have offered to employees covered by this Agreement will be continued.

Article XXII – Duration - Term of Agreement

22.1 This Agreement shall become effective on August 8, 2007 and shall remain in full force and effect through March 1, 2011, when it shall terminate. Thereafter the Agreement shall renew from year to year unless either party desires to modify or terminate this Agreement at the end of the term. Written notice of termination must be provided to the other party no less than sixty (60) days prior to the expiration of the Agreement.

Article XXIII -- Savings Clause

23.1 If any provision, or the enforcement [redacted] any provision of this Agreement is or shall at any time be held co[redacted]ch provision shall not be applicable or enforced or performed [redacted]nitted by law. Both parties agree to construe any provisions [redacted]s closely to its bargained-for purpose permissible by law and [redacted] revised draft of such provision that as closely as legally possible mirrors the purpose of such an invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

Article XXIV -- Complete Agreement

24.1 This Agreement constitutes the full understanding between the parties, and except as they otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

AGREED

8/9/07

FJC Security Services, Inc.

Patrick J. Conroy
Executive Vice President

8/7/07

Service Employees International Union Local 32BJ

Rob Hill
Director of Organizing