



Orlando International Airport

	<u>Hourly</u>	<u>Daily</u>
-Express Pick-Up/Drop Off (E-Pass; SunPass only)	\$1.00 each 30 minutes \$5.00 each add'l hr	No overnight
-Terminal Parking	Twenty minute grace period \$2.00 21-40 minutes \$1.00 each 20 minutes	\$17.00/day max
-Economy Parking	Ten minute grace period \$4.00 11 minutes – 3 hrs	\$10.00/day max
-Valet	\$4.00 first 20 minutes \$1.00 each add'l. 20 minutes	\$25.00/day max
-Cell Phone Lot	Complimentary	

Dallas – Fort Worth International Airport

	<u>Hourly</u>	<u>Daily</u>
-Terminal Parking	\$2.00 0 – 8 minutes* \$1.00 8 – 30 minutes* \$2.00 30 minutes – 2 hrs \$5.00 2 – 3 hrs \$7.00 3 – 6 hrs	\$19.00/day max* *TollTag discount available
-Express Parking	\$2.00 0 – 8 minutes \$1.00 8 – 30 minutes \$2.00 30 minutes – 3 hrs \$6.00 3 – 6 hrs \$4.00 6 – 9 hrs	\$10.00/day max (uncovered) \$12.00/day max (covered)
-Remote	\$1.00 0 – 2 hrs \$2.00 2 – 3 hrs \$3.00 3 – 6 hrs \$4.00 6 – 9 hrs	\$8.00/day max
-Valet		\$23.00/day max

ABM

Parking Services

Denver International Airport

	<u>Hourly</u>	<u>Daily</u>
-Short Term E/W	\$3.00/hr	No overnight
-Garage E/W	\$2.00/hr	\$21.00/day max
-Economy E/W	\$1.00/hr	\$11.00/day max
-Pikes Peak Shuttle Lot	\$1.00/hr	\$7.00/day max
-Mt. Elbert Shuttle Lot	Over flow only (prepay) \$1.00/hr	\$7.00/day max
-Valet E/W	\$11.00/hr 0 – 1 hr \$2.00 each add'l hr	\$30.00/day
-Cell Phone Lot	Complimentary 45-Minute Waiting Area	

Detroit Metro

	<u>Hourly</u>	<u>Daily</u>
-Short Term (Terminal)	\$3.00 0 – 30 minutes \$5.00 30 min – 1 hr \$6.00 1 hr – 1.5 hrs \$7.00 1.5 hr – 2 hrs \$3.00 each add'l. hr	\$25.00/day max
-Long Term (Terminal)	\$3.00 0 – 30 minutes \$5.00 30 min – 1 hr \$6.00 1 hr – 1.5 hrs \$7.00 1.5 hr – 2 hrs \$10.00 2 – 3 hrs \$13.00 3 – 4 hrs \$16.00 4 – 5 hrs \$19.00 5 – 6 hrs	\$20.00/day max
-Short Term (Big Blue Deck)	\$3.00 0 – 30 minutes \$5.00 30 min – 1 hr \$6.00 1 hr – 1.5 hrs	\$25.00/day max



	\$7.00 1.5 hr – 2 hrs	
	\$3.00 each add'l. hr	
-Long Term (Big Blue Deck)		
	\$3.00 0 – 30 minutes	\$10.00/day max
	\$5.00 30 min – 1 hr	
	\$6.00 1 hr – 1.5 hrs	
	\$7.00 1.5 hr – 2 hrs	
-Surface Lot		\$8.00/day flat rate
-Valet		
	\$12.00/hr 0 – 2 hr	\$33.00/day
	\$4.00 each add'l hr	

Rate Recommendations:

After reviewing the local and national rate survey, we believe there are areas to look at throughout the current rate structure.

Customers utilizing Economy Parking at Newark, JFK, and LaGuardia may be sampling off-airport competitors due to their focus on pricing. Through verification with focus group probing, we may recommend a change in rate structure for Economy Parking.

In addition, the PANYNJ Airport Parking Facilities publicizes its rates on an all-inclusive basis. The off-airport parking operations promote their pricing without taxes. While the Authority is positioning itself as transparent in its pricing with no hidden fees, this puts it at a price point disadvantage compared to the competition.

We continue to believe that the ease and convenience of parking at the airports supports premium pricing. Advertising and marketing efforts must promote this positioning while remaining competitive with Economy Parking in a tight market that has grown used to discounting and couponing.

CREATIVE STRATEGY & PROCESS

Following the completion of market research and a thorough analysis of the PANYNJ Airport Parking Facilities and its competitors, the ad agency will fine-tune positioning, creative and messaging concepts tested in the studies to probe the response of key customer groups.

A creative brief will be developed to document the PANYNJ Airports parking brand, personality, and core target market profiles for the creative and client teams to use as a touch-stone for future efforts. The creative brief will provide the client with a tool for analyzing creative presentations to insure decision-making takes into account the basic understandings agreed upon.

As the initial period draws to a close, the ad agency will concentrate on the following key areas:

Advertising during high frequency travel periods.

These efforts will concentrate upon the leisure market leading up to Thanksgiving and Christmas to limit market share loss at a time when leisure travelers may test alternatives such as off-airport or car service.

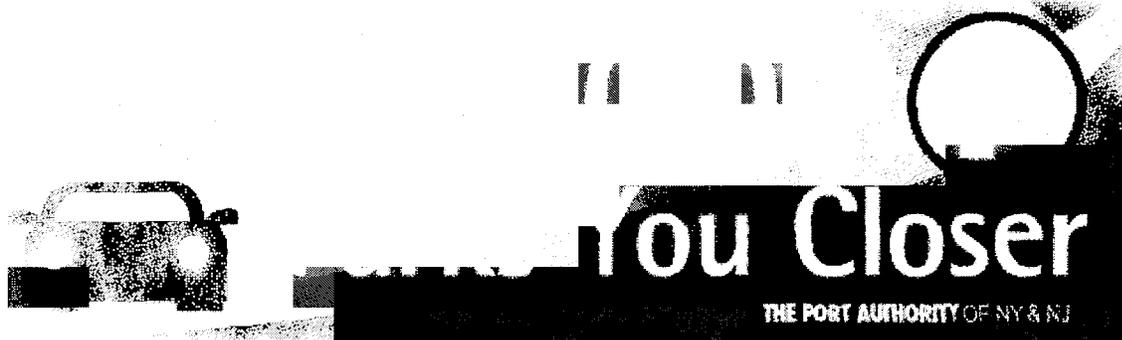


Advertising to the leisure market will not be lost upon the business market which will likely be exposed to leisure market outreach based upon similar demographic criteria such as income and education. It is important that the brand remains true overall while fine-tuning imaging and tone to resonate with the leisure market. Agreements as to brand personality documented in the creative brief will help keep messaging on target overall, regardless of the targeted market segment.

Fine-tuning the existing image.

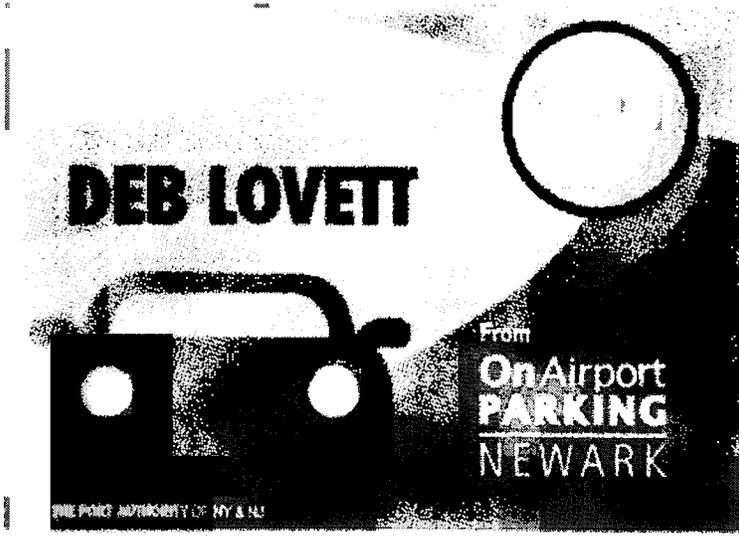
An initial inventory analysis of existing elements of the PANYNJ parking advertising toolkit reveals the brand is in an excellent position to develop creative to support its existing image.

Overall, the brand is conservative with a pleasing, clean, and consistent look. In line with the PANYNJ overall imaging, the agency recommends developing an inventory of ad units to support broader market initiatives utilizing billboard units, in-terminal units, radio advertising, and on-line static and SEM ads.

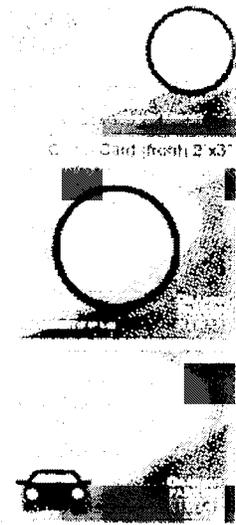


ABM Parking Services recommends the development of both a direct mail package designed to encourage sampling by the New York MSA's high frequency traveler as well as a corporate sales kit/pocket folder to capture contract business with the New York area's largest employers.

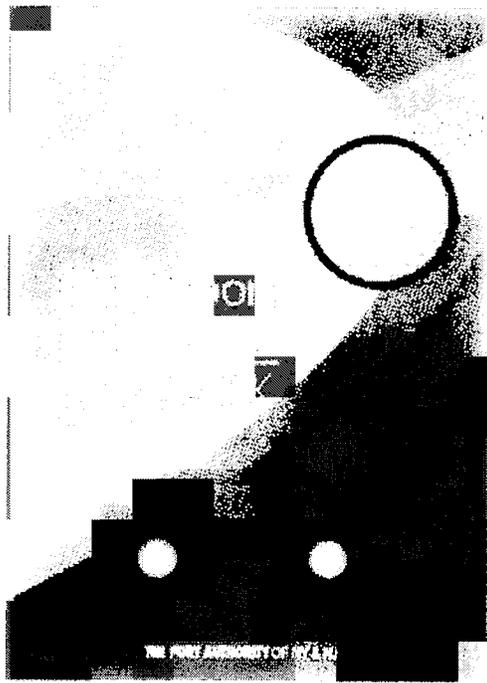
One of the key tactics used in the direct mail sample is the use of variable data personalization. Using a clear envelope and a slightly larger mailer size (5"x7"), the piece should break-through and entice the recipient to open the envelope and find a complimentary night of parking offered at the airport of their choice. In addition, a product card would be inserted into the "invitation" folder.



Direct Mail (front) 5 x 7



Product Card (front) 2 x 3



Direct Mail (back) 5 x 7

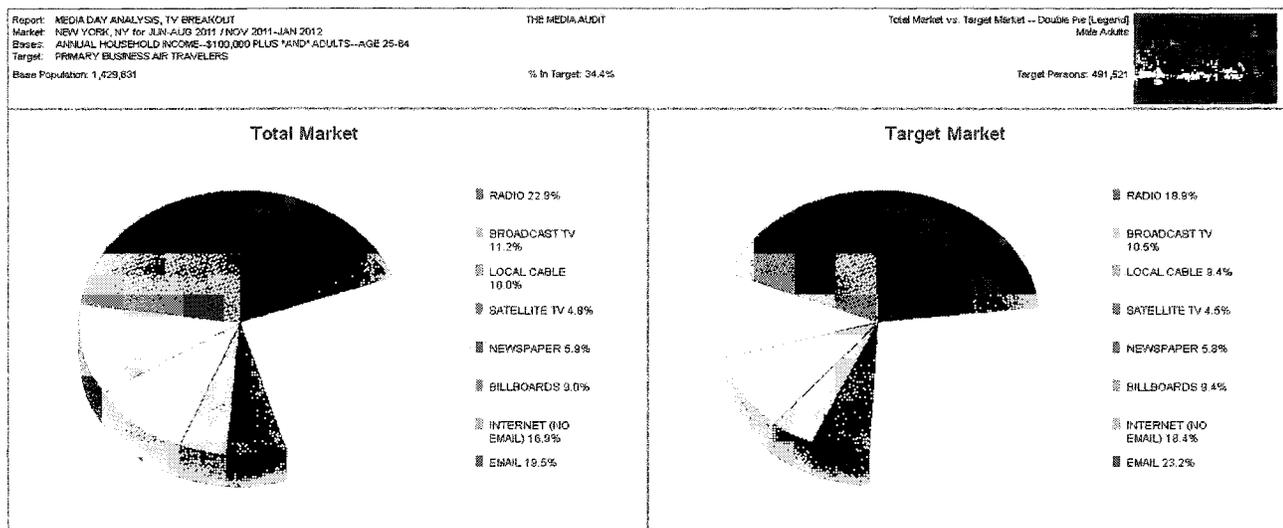
MEDIA STRATEGY & PROCESS

Dependable market research from several sources documents the media outlets which can best deliver the Authority's parking target market. The agency analyzes updated research on a regular basis and uses grounded research to build its media plan and creative strategy recommendations.

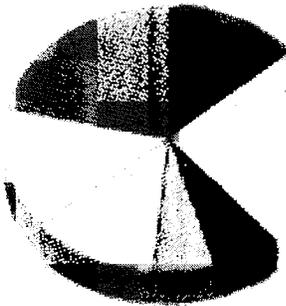
Of particular note, however, will be the continuing need to balance the results of proprietary data such as focus groups and other studies with those provided by services such as Arbitron, Neilsen, Omnicore, Scarborough and Media Audit. Most media usage rankings will necessarily be based on the results of New York MSA studies while data from at least two other MSAs may need to be studied. Agency recommendations and strategy will further layer in the results of proprietary studies and their more refined data.

Following is a snapshot of time spent with media by Men 25-64 with HHI \$150K+ who travel primarily for business.

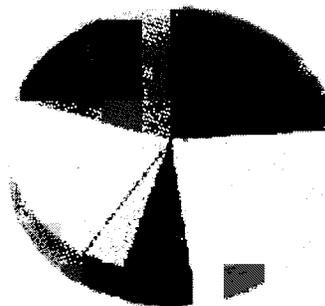
When the primary business traveler is added to the general traveling population with at least six domestic trips in the past year, the results are not much different.



Total Market



Target Market



The media list will be modified for each campaign to take into account the target market for the initiative based on a refinement of media outlet selections within the general media categories. For example, business travelers are primarily M25-64 while leisure travelers are relatively split between men and women age 25-64. Some outlets may deliver both but primarily a leisure campaign will require time on stations appealing to one or the other.

- Leisure market:
 - Targeting adults at age and income levels with discretionary time and income.
 - Own or long-term lease of vehicle.
 - More sophisticated messaging and look/feel within brand guidelines.
 - Outdoor, radio, direct mail, on-line, in-terminal.
- Business market:
 - Targeting men at age and income levels within professions requiring high frequency (12+ per year) travel.
 - Own or long-term lease of vehicle; company-provided car.
 - Sophisticated but professional messaging and look/feel within brand guidelines.
 - Outdoor, radio (news, sports), direct mail, in-terminal. Corporate marketing.

Regardless of target market and resulting strategies for selecting media, the agency will use its successful techniques for obtaining value-added advertising units designed to forge strong but respectful relationships with the media, maximizing effectiveness and opportunities for success, while serving as wise stewards of public funds and professional client representatives.

The first place infrequent flyers go to get up to speed on travel is the airport website. The destination page for each airport provides an excellent opportunity to reinforce any advertising the website visitor may have been exposed to out in the marketplace. In addition, comScore data will be used to geo-target travelers in the PANYNJ catchment area who have \$100K+ HHI, traveled for business 11+/yr or leisure 5+/yr, domestically or internationally.

The ad agency will build a schedule coordinated with the outdoor and radio campaigns so that PANYNJ's advertising to be seen on the proposed list of websites that index well for the target market.

Travel, Business, News/Info:		Local Media:	
www.about.com	www.infoplease.com	New York City, NY	New Jersey
www.accuweather.com	www.latimes.com	www.bronx.com	www.app.com
www.allbusiness.com	www.manta.com	www.mta.info	www.connecttristates.com
www.areaguides.net	www.monster.com	www.nydailynews.com	www.nbc40.net
www.bankrate.com	www.m-w.com	www.observer.com	www.nj.com/starledger/
www.boston.com	www.nationalgeographic.com	www.nypost.com	www.northjersey.com
www.budgettravel.com	www.nj.com	www.nysun.com	www.wgem.com
www.businessinsider.com	www.nydailynews.com	www.nytimes.com	www.wnjtv47.com
www.careerbuilder.com	www.nypost.com	www.queenschronicle.com	
www.cheapflights.com	www.people.com	www.thevillager.com	
www.cheapoair.com	www.reuters.com	www.abclocal.go.com/wabc/index	
www.citysearch.com	www.roadtripamerica.com	www.newyork.cbslocal.com	
www.concierge.com	www.salary.com	www.nbcnewyork.com	
www.cyberrentals.com	www.salon.com	www.myfoxny.com	
www.dailyfinance.com	www.slate.com	www.wpix.com	
www.dinesite.com	www.time.com	Hartford/New Haven, CT	
www.diningguide.com	www.topix.com	www.courant.com	
www.ehow.com	www.travel.aol.com	www.nhregister.com	
www.entrepreneur.com	www.travelandleisure.com	www.wfsb.com	
www.examiner.com	www.tripmama.com	www.ctnow.com	
www.fodors.com	www.urbanspoon.com	www.nbcconnecticut.com	
www.foxnews.com	www.usatoday.com	www.wtnh.com	
www.frommers.com	www.usnews.com	Wilkes-Barre/Scranton, PA	
www.gadling.com	www.vacationrentals.com	www.citizensvoice.com	
www.gayot.com	www.vrbo.com	www.pahomepage.com	
www.golfwrx.com	www.washingtonpost.com	www.thetimes-tribune.com	
www.homeaway.com	www.whitepages.com	www.wnep.com	
www.ibtimes.com	www.wunderground.com	www.myfoxnepa.com	
www.iexplore.com	www.yelp.com		
www.igougo.com	www.zagat.com		

Depending on the Authority's preferences, the ad agency may further explore using a combination of on-line advertising that utilizes Search Engine Marketing and behavioral targeting based on the development of key words. The agency will explore this further with the client during media plan review meetings.

Radio that delivers the target market efficiently will be selected to increase efficiency and frequency against the target market as a pre-sell technique. Strategic time purchases will also be designed to reach travelers up until the day / time they are most likely to be leaving for the airport. The media buy will include three to five of the top stations based on the market ranker below.

ABM

Parking Services

ARBITRON

NEW YORK (Metro Salary Area)
APR 12

SCARBOROUGH, RI 2012, MAR 11-FEB 12
Station Ratings Based on Top 10 Use (Spots)

Qualitative Criteria Used: (1) Took 10+ air round busness trips, in cont. U.S. (yr) OR Took 10+ air round presnt trip(s) in cont. U.S. (yr) AND (Used John F. Kennedy (JFK) as point of departure (yr) OR Used La Guardia as point of departure (yr) OR Used MacArthur (Long Island) as point of departure (yr) OR Used Newark Liberty Int'l (New Jersey) as point of departure (yr) OR Used Stewart International (Orange) as point of departure (yr) OR Used Westchester County Airport as point of departure (yr))

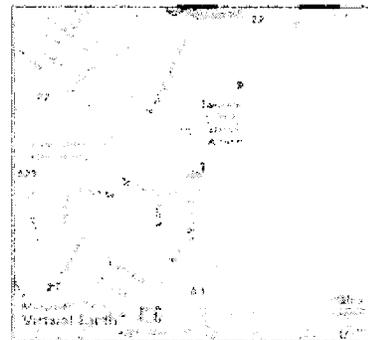
Adults 25+

Station	Spots
1 WABC-TV (ABC) News @ 11pm	1,700
10 WABC-TV (ABC) News @ 5pm	1,200
3 WABC-TV (ABC) News @ 7pm	1,050
5 WABC-TV (ABC) News @ 10pm	900
4 WABC-TV (ABC) News @ 6pm	800
6 WABC-TV (ABC) News @ 3pm	700
7 WABC-TV (ABC) News @ 12pm	700
8 WABC-TV (ABC) News @ 9pm	600
9 WABC-TV (ABC) News @ 4pm	600
101 WABC-TV (ABC) News @ 11pm	500
102 WABC-TV (ABC) News @ 5pm	500
103 WABC-TV (ABC) News @ 7pm	500
104 WABC-TV (ABC) News @ 9pm	500
105 WABC-TV (ABC) News @ 12pm	500

Three outdoor billboards located near competitors and on major arteries in Newark and Astoria, Queens will be purchased for use throughout the year, rotating messaging from B-to-B to holiday. After the holidays, the boards can resume B-to-B messaging and then switch to leisure messaging to coordinate with an early summer radio and on-line campaign. Long-term, consistent outdoor space rental in other markets has provided a dependable method for airports to communicate with travelers, who look to these billboards for airport updates. Outdoor has enjoyed high recall rates during awareness studies in other markets.

DOENY & N

ABM
Parking Services



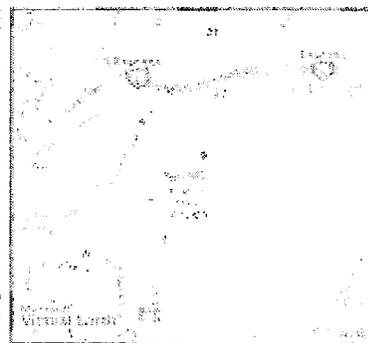
NOTES:

Projections Based on Map
This is a general description
Latitude: 40.7311 Longitude: -74.1728
PLEASE DO NOT SCALE THE PLOT
For more details call 409,984

W/S Rt 1&9 400' N/O M. in St Newark / Facing S - 14'x 48'
EOI On Impression/lot: 20,984

This property is located on the south side of Newark Liberty International Airport. The property is a 14' x 48' lot. The property is currently vacant. The property is located on the south side of Newark Liberty International Airport. The property is a 14' x 48' lot. The property is currently vacant. The property is located on the south side of Newark Liberty International Airport. The property is a 14' x 48' lot. The property is currently vacant.

#0231



NOTES:

Projections Based on Map
This is a general description
Latitude: 40.7311 Longitude: -74.1728
PLEASE DO NOT SCALE THE PLOT
For more details call 409,984

W/S Rt 1&9 Opp Newark Liberty Airport Newark / Facing N - 14'x 48'
EOI On Impression/lot: 409,500

This property is located on the north side of Newark Liberty International Airport. The property is a 14' x 48' lot. The property is currently vacant. The property is located on the north side of Newark Liberty International Airport. The property is a 14' x 48' lot. The property is currently vacant.

ABM

Parking Services

NEW YORK

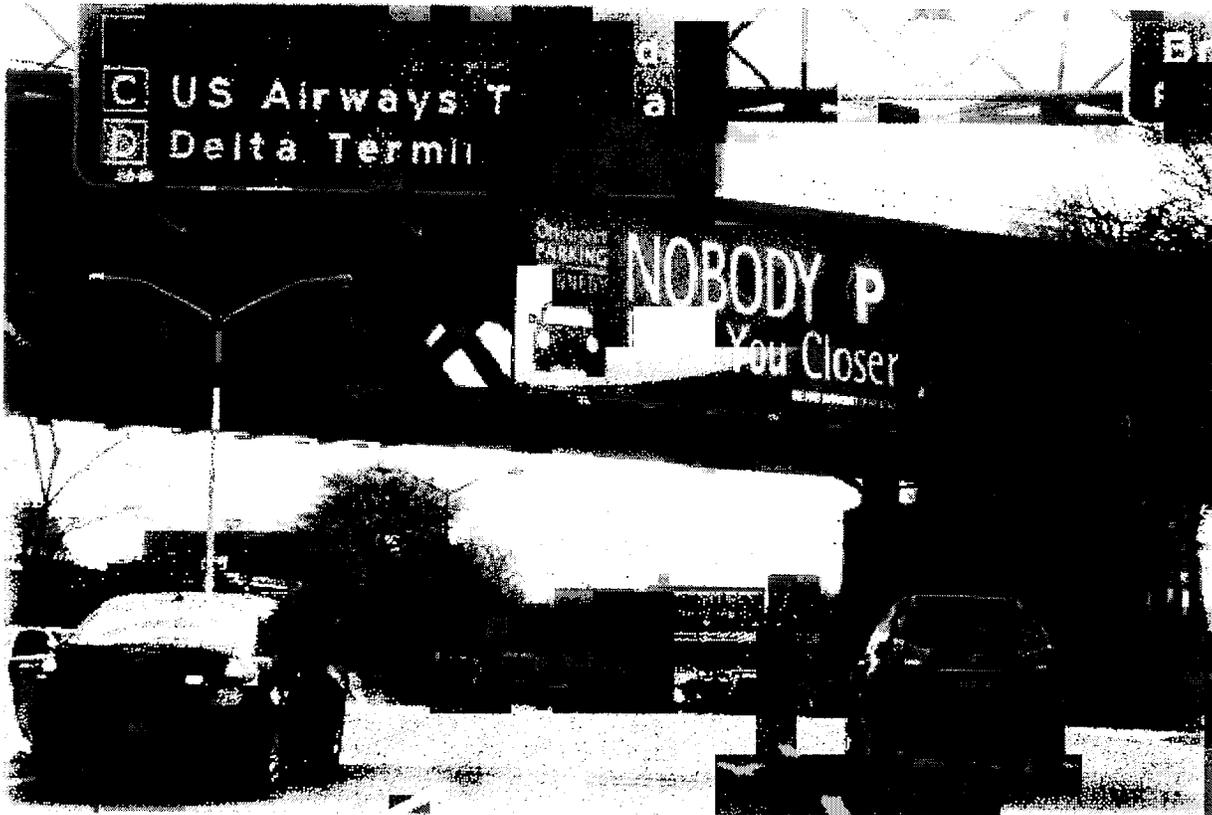
LOCATION #: 023120
DESCRIPTION: Grand Central Parkway 0.2 mi W/O BOE SS
CLASS: ASH/GR
ZIP: 11103
TOTAL SQ. FEET: 5877 (ASPH/GR) (TOTAL) (TOTAL)
TAB PANEL ID: 310733



Latitude: 40.76873 Longitude: -73.90845

This fixed-on bulletin is located on the Grand Central Parkway in Queens, less than one mile from LaGuardia Airport, the home of the New York Yankees, Citi Field (home of the NY Mets), and the USTA Tennis Center (home of the US Tennis Open).

When coming from the Triboro Bridge and BOE will pass this bulletin on their way to the airport, a major sporting event or as they head towards the Whitestone and Throgs Neck Bridges.



Special consideration should be given to the following additional opportunity included in the agency's recommendations and cost proposal.



The Meadowlands location on the next page will be viewed by sports fans attending NJ Nets games and other events at the IZOD Center in East Rutherford, NJ. In addition, the message will also reach drivers on their way to MetLife Stadium for NY Giants and Jets games along with other events in the Meadowlands Sports Complex.

NEW YORK

LOCATION REF: 015158
DESCRIPTION: Rt 120 600 ft South Meadowlands Pkwy ES
CITY: East Rutherford
ZIP: 07071
FACING: Facing North
SIZE: 14' x 46'
TOTAL 18+ EOI: 80.6 (Weekly EYES ON Insurance in Thousands)
TAB PANEL ID: 310832

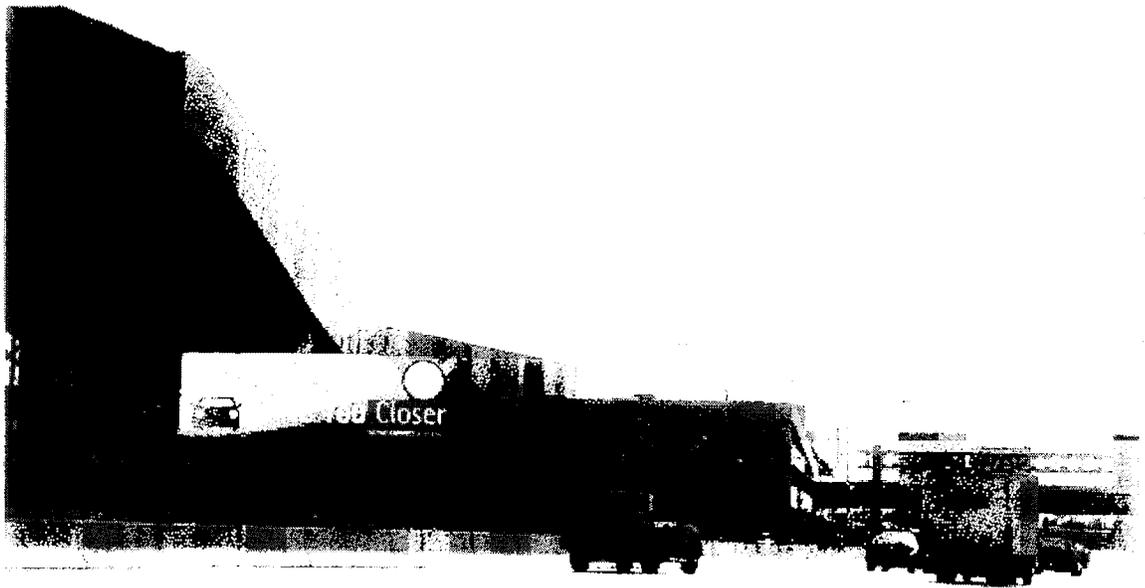


Latitude: 40.81373 Longitude: -74.07001

Located in the parking lot of the IZOD Center, this unit provides an excellent approach to southern entrance on Route 120, heading towards the Meadowlands Sports Complex.

Meadowlands consists of MetLife Stadium (NY Giants & Jets), IZOD Center (N.J. Nets), Meadowlands Racetrack, and American Dream Meadowlands, planned to open in 2013 will be the largest retail/entertainment complex in the US (3rd largest in the world).

Under NJ Sports Regulations, the following categories are restricted: Alcohol, Consumer Electronics & Resin/ Machines, Carbonated soft drinks, Water & Malt Beverages.



ABM Parking Services, Inc. 100 Closer

Additional Initiatives

Subsequent contract periods can utilize a similar approach and updated creative. On an annual basis, the agency reviews and submits recommendations for consideration for the following year. Through this process, the agency keeps the client informed of any market developments, price increases, or new media vehicles that warrant review.

Following are weekly media figures to use to develop general budget benchmarks.

Please note, these budgets use current market rates at effective reach and frequency to be updated and presented for approval closer to market timing. The majority of rates are not negotiated and do not account for additional efficiencies which are realized at the time the buy is actually placed.

1. Leisure Market
 - a. Twelve weeks
 - b. Radio, outdoor, on-line
 - c. \$ 42,584,.51/wk
 - i. Weekly radio: \$30,340
 - ii. Weekly outdoor: \$9,203.13
 - iii. Weekly on-line: \$2,827.38
 - iv. In-Terminal: \$0
 - v. Planning/promotions administration divided by twelve weeks: \$214

2. Business Market
 - a. Nine weeks
 - b. Radio, outdoor, on-line including eight game Yankee sponsorship
 - c. 52,717.84/wk
 - i. Weekly radio including news/sports sponsorships: \$40,473.33

Note: Radio includes eight game (four week) Yankee sponsorship amortized over nine weeks for purposes of this proposal

- ii. Weekly outdoor: \$9,203.13

Note: Outdoor runs 40 weeks, maintaining market presence

- iii. Weekly on-line \$2,827.38

- iv. In-Terminal: \$0
- v. Planning/promotions administration divided by nine weeks: \$214

ABM Parking Services also recommends the use of direct mail to reinforce general market messaging, with particular appeal to high frequency travelers. Providing a complimentary item such as one night free will entice non-users to sample the product. Competitors' customers who are price-sensitive will be more likely to respond to a discount. Current customers will appreciate the recognition of their status as a traveler who deserves a little something extra. Website disclaimers can detail that the offer cannot be combined with other offers and that a minimum number of nights are required. The language and imaging used in the direct mail piece will take an upscale approach to couponing.

Included in the "invite" will be a 2"x3" complementary offer card as well as a 4-3/4" x 6-3/4" product card promoting the services and benefits offered by the Authority. The piece will be mailed in clear poly envelopes and utilizing variable data for personalization and silver metallic ink for attention-getting value and premier positioning of PANYNJ Airport Parking Facilities.

In conclusion, the PANYNJ Airport Parking Facilities would benefit from marketing a corporate program to the New York area's largest corporations. Price points that would be acceptable to the Authority can be tested with participants in the focus group study. Pricing includes the development of a standard pocket folder, sales sheet describing the parking products and details of the corporate program, an info sheet for corporate travel managers or sales directors to sign up for the program, and a leave-behind flyer coordinated with the Authority imaging. Utilizing the same silver metallic ink, the pocket folder will project quietly solid value and quality image.

BUDGET

Following are general estimated budget figures for the initial year of the contract. Please note, depending upon timing and research needs, the recommended initiatives may be actually completed during the second contract year. All elements of the initial contract year are intended to form a solid basis from which a number of initiatives can spring in later years in a cost-efficient and strategic manner.

Focus Group Study:

General Scope:

- o Recruitment of Adults 25-54 in New Jersey and New York City
- o Goal: Traveled 52+ in past year; Minimum goal: Traveled 4+ in past year
- o Twelve studies: On-airport (4x2), off-airport (2), and alternate (2) (cab, limo, drop off)
- o One split: Business; Leisure

- Two distinct locations and recruitment
- Probing of customer attitudes, behaviors, product usage, insights, price points
- Testing of creative concepts

Deliverables:

- Study Guides (6)
- Recruitment Screener (1)
- Participants (8-10 per group)
- Facility, host, and moderator
- Hospitality
- Audio/Video recording
- Report and Presentation of Findings
- Incentives for participants (\$125+meal)

Cost: \$ 115,000

All inclusive (consultation, travel, attendance, incentives, presentation, actual creative including produced radio spots for testing, tax, etc.)

Quantitative On-Line Study:

- Online screener and questionnaire (10-15 minutes in length)
- Statistically representative survey (200-300 completions)
- Data collection, tabulation, and analysis
- Final report in PowerPoint (integration with qualitative report TBD)
- Presentation of findings

Cost: \$ 46,236

All inclusive (consultation, travel accounted for under Branding & Identity Development Presentation for multi-day trip, presentation time, tax, etc.)

Branding & Identity Development/Concepting:**General Scope:**

- Review and respond to research results, finding key motivators and messaging
- Develop visual keys/aids based on segments
- Provide client with creative concepts for key segments

THE PORT AUTHORITY OF NY

ABM
Parking Services

MARKET

Deliverables:

- Two to three concept tracks
- Samples for each in radio, outdoor, on-line, in-terminal, direct mail, corporate kit
- Revision of concepts to produce for testing

Cost: \$ 16,916

All inclusive (presentation, creative group, consultation, travel, tax, etc.)

Creative Execution-Business Campaign

General Scope:

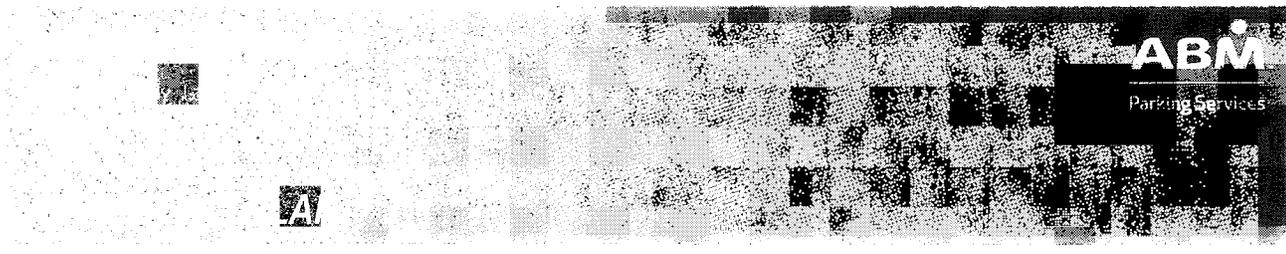
- Review and respond to research results
- Develop concept to finished piece with three rounds of client revisions
- Test creative and respond with final art for approval
- Execute all creative

Deliverables:

- Radio (:30) including music bed and 13 week talent rights
- Outdoor (14x48; 20x48) including four vinyls
- Website (banner insertion graphic)
- On-line display ads (160x600; 300x250; 728x90)
- In-terminal ad units (baggage claim LCD)
- Direct mail: (invitation, product card, and offer card)
 - 300,000
 - Variable data personalization
 - Qualified lead list
 - Mailing administration and postage – high concentration zip codes
- Corporate kit (9x12 folder, sales sheet, info sheet, and flyer)
 - 3,000

Cost: \$ 272,755.04

All inclusive (presentation, creative group, testing, consultation, travel, production, mailing, postage, tax, etc.)



Media-Business Campaign

General Scope:

- Target market/demographic: Adults 25-64 NY MSA
- Capture available business travelers, high frequency preferred
- Holiday outreach dual message business/leisure
- Develop effective goals for reach and frequency (at min 2-3x freq)
- 9/10/12 for five weeks; 12/10/12 for four weeks
- Top three to five radio stations
- Four outdoor bulletins
- On-line geo-targeted ad units on high indexing websites
- In-terminal LCD at baggage claim

Deliverables:

- Media plan for approval at a specified budget
- Media buy within budget
- Post buy recap and affidavits
- Promotional negotiation, offers, and post buy report of value-added announcements

Cost: \$ 759,326.62

All inclusive (planning, negotiation, media costs, commission, administration and billing)

Creative Execution-Holiday & Summer Campaign

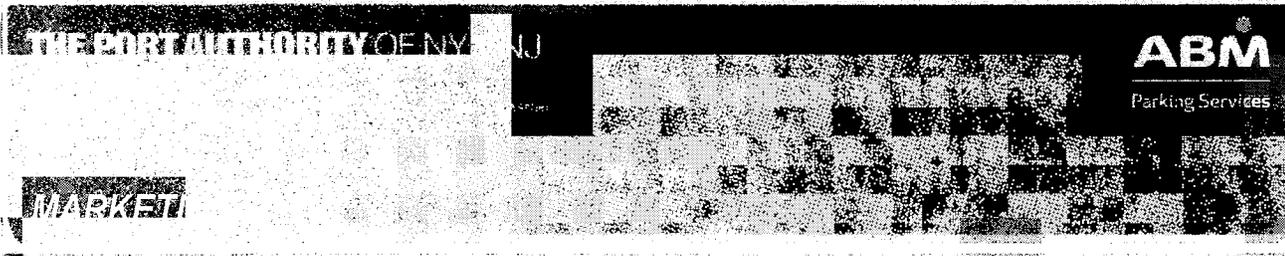
General Scope:

- Review and respond to research results
- Develop concept to finished piece with three rounds of client revisions
- Test creative and respond with final art for approval
- Execute all creative

Deliverables:

- Radio x2 (:30) including music bed and 13 week talent rights
- Outdoor x2 (14x48; 20x48) including six vinyls
- Website x2 (banner insertion graphic)
- On-line display ads x2 (160x600; 300x250; 728x90)
- In-terminal ad units x2 (baggage claim LCD)

Cost: \$ 30,710.16



All inclusive (presentation, creative group, testing, consultation, travel, production, tax)

Media-Holiday & Summer Campaign

General Scope:

- Target market/demographic: Adults 25-64 NY MSA
- Capture available leisure travel
- Develop effective goals for reach and frequency
- 10/29/12 for four weeks; 5/6/13 for eight weeks
- Top three to five radio stations
- Four outdoor bulletins
- On-line geo-targeted ad units on high indexing websites
- In-terminal LCD at baggage claim

Deliverables:

- Media plan for approval at a specified budget
- Media buy within budget
- Post buy recap and affidavits
- Promotional negotiation, offers, and post buy report of value-added announcements

Cost: \$ 511,015.42

All inclusive (planning, negotiation, media costs, commission, administration and billing)

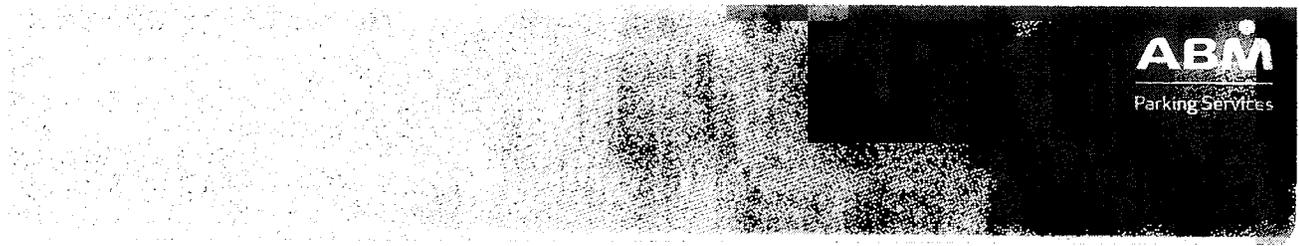
The ad agency will agree to an annual retainer as a pay-down on account services typical of supporting annual advertising budgets of approximately \$1,250,000 as follows:

\$30,000

Annual advertising / marketing budget level per above and payment of annual retainer provides client with on-call service regardless of market activity. Client agrees to pay annual retainer independently of whether media buys or other initiatives are negotiated or not. Payment of annual retainer affords the client the ability to:

- Employ the agency to engage in anonymous marketplace inquiries.
- Forward media proposals to the agency for review, analysis, and report.

Account service fees are included in the cost of initiatives proposed for the first year during which the agency can plan for the overall support of the given activity. Account service fees are based on



hourly rates based on skill-set and generally utilized for meetings, travel (1/2 rate), overall strategy planning, media planning, account management, project management, budget/billing oversight, reports, and consultations.

Media fees reflect media cost plus 15% commission which compensates the agency for time spent coordinating insertion orders, trafficking creative, reviewing invoicing and affidavits, and preparing post-buy analysis. All media affidavits are provided with invoicing.

Creative fees are based on hourly rates based on skill-set for in-house creative strategy meetings, brainstorming sessions, creative direction, art direction, copywriting, design, graphics, photography, illustration, animation, production, storyboards,

Travel, delivery, postage, and usage rights are billed at cost. Production and material costs (cost of goods such as art boards, talent, music licensing, vinyl, CDs, stock art, etc.) are billed at cost plus 15% mark-up.



THE PORT AUTHORITY OF NY & NJ

John F. Kennedy
INTERNATIONAL AIRPORT

LaGuardia
AIRPORT

Newark Liberty
INTERNATIONAL AIRPORT

Stewart
INTERNATIONAL AIRPORT

ABM
Parking Services

**EXPERIENCE IN
DEVELOPING AND
IMPLEMENTING
REVENUE GENERATING
/ COST SAVINGS PLAN**

b. Previous History in Developing & Successfully Implementing Plans

During the past three (3) years, ABM Parking Services / Five Star Parking successfully managed to negotiate best prices for the following items where we saved the Port Authority of New York & New Jersey a substantial amount in expenses.

Parking Tickets: Over a three year period, ABM Parking Services saved the Authority \$198,804 (EWR - \$67,068, JFK - \$101,040, LGA - \$30,696) in ticket costs by finding an equal quality ticket from another vendor.

Thermal Paper Rolls: Over a three year period, ABM Parking Services saved the Authority \$180,108 (EWR - \$79,560, JFK - \$67,032, LGA - \$33,516) in thermal paper costs by finding an equal quality paper from another vendor.

Credit Card Receipt Paper: Over a three year period, ABM Parking Services saved the Authority \$15,744 (EWR - \$300, JFK - \$8,424, LGA - \$7,020) in credit card receipt paper costs by finding an equal quality paper from another vendor.

Labor Savings: ABM Parking Services / Five Star Parking has worked diligently with the Port Authority of New York & New Jersey where we have implemented reduction in staffing (JFK) for the following Job Category; Supervisors, Cashiers and Traffic which created \$1,314,655.00 cost saving in labor expense for the period 2010 & 2011.

The following are successful projects that were accomplished at JFK which improve the work environment for the employees:

- Renovation of the Parking offices (painted, carpeted, and office furniture)
- Installation of CCTV surveillance for the parking office

In addition to helping the Authority increase revenue and reduce costs, ABM Parking Services has produced successful results at locations across the country, including the following airports.

- Austin – Bergstrom International Airport
 - Increased revenue through a successful and aggressive marketing campaign and new frequent parker program.
 - Reduced labor expenses through automation
- Denver International Airport
 - Reduced expenses through an aggressive procurement process for the new shuttle fleet
- Minneapolis St. Paul International Airport
 - Greatly reduced labor expenses through automation
- Orlando International Airport
 - Greatly reduced expenses through labor reductions and negotiating with vendors

ITY/CH/EC BACKGROUND RE



ABM Parking Services takes extraordinary care with respect to the hiring and training of new personnel. To ensure that our hiring and training goals are met, we have assembled one of the finest Human Resources Departments in the industry; one which is designed to serve as an extension of the local operating team. The Human Resources Department plays an instrumental role in the hiring process, as well as providing needed advice on all employee-related issues and expertise in the intricacies of labor law and regulations, which leaves our Operations Department free to focus on the ongoing smooth and successful operation of the Port Authority of New York and New Jersey Airport Parking Facilities.

EMPLOYEE RECRUITMENT AND SELECTION

The process begins with a proactive approach to employee selection, setting high qualifications and standards that all recruits must meet to obtain a position. ABM Parking Services will only consider hiring people whom:

- are English speaking
- are drug free
- have clear driving and criminal records
- are eager and display a good work ethic
- are at ease in dealing with the public

While these standards may seem high for an entry level position in the service industry, ABM considers the chance to join our "team" a unique opportunity with unlimited potential. Many of our senior managers and executives began their careers as valets, shuttle bus drivers and cashiers.

The key to attracting competent candidates for employment in a competitive job market is being innovative and resourceful. Knowing how to reach out into the community, to attract viable "pockets" of individuals suitable for service worker employment is essential. Rather than be recruited by people who want to work for ABM, we do the recruiting. Our strategy is to target groups and agencies within the community which experience has shown us will produce the best people.

Applications

All interested persons are invited to complete an application and submit it to the Human Resources Department. Applicants are gathered from many sources including

SCREENING PLAN

newspapers, trade journals, local labor commissions, union halls and job boards at local colleges and universities.

Job Order Form

When a position becomes available, the Operations Manager will complete a *Job Order Form* and place it on file with the Human Resources Department. The *Job Order Form* requires the Operations Manager to provide the details of the position such as required experience, job description and shift hours.

Background Investigations

Once an eligible candidate is recruited, the hiring process commences. Due to the sensitive responsibilities our employees will be undertaking, such as exposure to cash, autos and other property, we must make every effort to ensure that our hiring process is thorough.

ABM believes that it is important to hire qualified employees that will contribute to the overall success of the company and the parking operations. Background checks serve as a part of the selection process as well as providing a safe work environment not only for our employees, but for our customers and vendors as well.

ABM will conduct these background checks on job applicants once an offer is made. For key personnel, ABM requires financial / accounting information. Current employees will not be required to undergo a background check unless they are transferring or being promoted into a position that requires access to certain financial / accounting information.

Process

When the Corporate Human Resources Department (located in Cleveland, Ohio) receives notification that a candidate has been made a job offer; they will initiate a background check through the Company's third party administrator (TriCor).

Background checks may include a criminal history check, employment verification, education verification, credit check and personal references. This process is conducted to verify the accuracy of the information provided by the applicant and to determine suitability for employment.

ABM will ensure that all background checks are conducted in compliance with all federal and state statutes, such as the Fair Credit Reporting Act ("FCRA") which requires organizations to obtain a candidate's written authorization before obtaining a credit report from the third party.

Although it varies from state to state, arrests and other crimes not resulting in a conviction as well as convictions older than 7 years will not be considered when making hiring decision. For most positions, crime involving dishonesty, violence or substance abuse will disqualify applicants from employment, however for certain financial positions additional criteria will be applied.

Once these background checks are completed, the Corporate Human Resources Department will notify the Airport Human Resources Department Managers to let them know if the applicant passed or failed their background check.

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Every employee will be required to submit to the following:

- **Interview.** Each applicant will be personally interviewed to determine specific job interests, schedules and possible work location preferences. Based on the positions available and the applicant's needs, the manager may tentatively offer a job position to an applicant pending the outcome of the remaining pre-screening items.
- **Substance Abuse Screening.** If the manager and the applicant mutually agree to a tentative job offer, then the applicant is referred to Quest Diagnostics for substance abuse screening. The results are forwarded to ABM Parking Services within 24 to 48 hours. Failure to pass the drug abuse screening will result in immediate termination of the prescreening process and the applicant will be notified by mail. Failure to report for drug abuse screening places the application on hold in an open file status for 90 days. The applicant has 90 days to reconsider testing, after 90 days the applicant must reapply and begin the entire process over.
- **Criminal Background Investigation.** Criminal background investigations are conducted while waiting for the results of the drug abuse screens. The criminal background investigation advises ABM Parking Services if the applicant has any convictions and takes 24 to 48 hours to process. If applicants pass this portion of the pre-screening process, the H/R clerk conducts reference checks and verifies previous employment.

- **Reference Check.** The references provided by the applicant are contacted to verify the previous employment information and overall work performance. Upon successful completion of the prescreening process, the job offer is confirmed and all new hire paperwork is completed. The H/R manager then authorizes the uniform company to provide uniforms and schedules the new hire to attend the Orientation Training.
- **Department of Motor Vehicles Report.** For positions that require driving, a Department of Motor Vehicles Report is obtained to ensure the applicant has an acceptable driving record based on the ABM standards. A motor vehicle report (MVR) takes 24 hours to process. Applicants not meeting the ABM's standards, but passing the prescreening process, may be offered non-driving positions. An employee who holds a driving position but does not maintain an acceptable driving record will lose their driving privileges with ABM Parking Services.

Upon successful completion of the prescreening process, the job offer is confirmed and all new hire paperwork is completed. The Human Resources Department then authorizes the uniform company to provide uniforms and schedules the new hire to attend orientation training.

Equal Employment Opportunity Policy

ABM Parking Services is an equal employment opportunity employer. ABM will not discriminate against qualified applicants or



BACKGROUND SCREENING PLAN

employees with respect to any terms or conditions of employment based on race or ethnicity, color, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status or any other characteristic protected by state or federal law or local ordinances.



Home

Our Services

Overview

Description of Services

Turnaround times

Access Methods

Management Reporting

Compliance Information

Login

Helpful Links

Contact Us

Free Consumer Report

Your trusted partner for all of your employment screening needs

Description of Services

Social Security Number Trace Report

Verification of applicant's social security number via credit databases. The Trace Report provides alias names used by the applicant and addresses where the applicant has lived. This report is an important tool in determining the jurisdictions in which to search criminal records. Utilizing the Trace Report in conjunction with criminal record checks dramatically increases your criminal record "hit rate".

Driving History

Applicant's driving record is accessed via the Bureau of Motor Vehicles in the appropriate state. This report verifies if the applicant has a valid drivers license and will show traffic violations, suspensions of driving privileges, driving while under the influence of alcohol or drugs and reckless operation charges. This report is a necessity if the applicant will be driving a vehicle as part of his/her job duties.

County Criminal or Civil Record Search

Searches are conducted in-person by our extensive network of courthouse record experts at the Clerk of Courts office. Checks include both felony and misdemeanor records when housed in the same court. All pertinent case information is supplied with each record at no extra cost. No court fees or disposition fees are ever passed on to our clients. This search is recommended for all employees regardless of position.

Multi-State Criminal Search

TriCor offers a Multi-State Criminal Search, which is a comprehensive databased search of multiple criminal record sources. The Multi-State Search contains criminal record information from all 50 states and has over 155 million records. The Multi-State Search is an effective "locator" tool designed to identify jurisdictions in which an applicant potentially has a criminal record. This search, combined with a county criminal record search, identifies criminal history records that otherwise may go undiscovered.

Employment Verification

TriCor has skilled investigators who directly contact the former places of employment of your applicant and obtain the information that you need when making your hiring decision. The "Level One" verification includes dates of employment, position held and eligibility for re-hire. Our "Level Two" verification includes all aspects of the "Level One" verification plus an in-depth interview with the former supervisor including questions regarding job performance, attendance, ability to get along with others, etc... We DO NOT add third party verification charges on to our fees.

Education/Professional License Verification

Our investigators directly contact the educational institution or licensing body that your applicant claims to have attended. Information obtained includes dates of attendance and type of degree/license obtained, whether the license is in good standing and the date that the license will expire. Educational credentials are the most commonly falsified part of an employment application. We DO NOT add third party verification charges on to our fees.

Employment Credit Report

This information is obtained directly from one of the major credit bureaus. The employment credit report shows past payment patterns on credit accounts, civil actions and bankruptcy filings. This report is especially relevant if the applicant will be responsible for cash or large amounts of valuable company assets.

Federal Criminal, Civil or Bankruptcy Record Search

Searches are conducted at the Federal District Court level by a member of our searcher network. These records differ from County and State searches and show cases filed with the US Government only. This search is recommended for anyone applying for a "white-collar" type of position.

Statewide Criminal Record Search

These searches are conducted with the appropriate state repository of criminal information. Availability varies by state and some states require specialized request forms (notarized release forms, fingerprints, etc...) for the search to be conducted. Turnaround time varies by state and is dependent upon the state agency that houses the records.

Drug Screening

Through a partnership with one of the nations leading drug screening firms, TriCor can help you implement and manage your firms drug screening program on a nationwide level. All phases of the process are handled by our experts including: specimen collection, transportation to a certified laboratory, chain of custody forms, testing of the specimen, and review of both positive and negative results by a Medical Review Officer. Results are delivered quickly in an easy to read format via a variety of secure options.

Sex Offender

Sex offenders, predators and child molesters are required by law to register with local law enforcement authorities wherever they reside. Our sex offender registry search will quickly identify those who have been convicted and registered as sex offenders.

Anti-Terrorist Search

This is a search of the U.S Department of the Treasury, Office of Foreign Assets Control, specially designated nationals and blocked person listing. This search will locate individuals that the U.S. Government has identified as having links or support terrorism.

HHS/OIG Exclusions

TriCor Employment Screening has the capability to run checks with the U.S. General Services Administration and the Department of Health & Human Services Office of Inspector General to determine if an individual has been excluded from participation in certain health care programs. Information is available on over 18,000 individuals nationwide. This check is a must for anyone involved in the healthcare industry.

Overview

ABM Parking Services is committed to the advancement of minority and women owned businesses and will utilize every opportunity to join with sincere and viable women and minority owned companies in a joint effort to secure airport parking contracts. We will also place a priority on helping local developing businesses enter into the airport arena. This commitment is demonstrated by our unique minority / women owned business enterprise (M/WBE) mentoring program. In addition, we have created an M/WBE compliance program to help oversee and ensure that the combined efforts of each partner contributes to the achievement of our vision and mission at the Port Authority of New York and New Jersey Airport Parking Facilities. Through our M/WBE mentoring program, ABM Parking Services identifies outstanding local M/WBE subcontractors and establishes long term relationships where we are able to utilize our expertise and extensive experience to impart valuable knowledge to these developing business enterprises.

We are proud to present our M/WBE proposal, which allows our subcontractors to develop in their field of expertise, while providing ABM Parking Services with the support required to achieve our desired level of success. Our objectives are to maintain a well-rounded M/WBE Program and obtain the highest possible levels of participation.

Below you will find each of our partners that will perform work under this contract, an overview of their scope of work, the calculated total percentage for their participation / services under this contract, and their current certification status under the M/WBE program.

In addition, if ABM Parking Services is chosen to operate the Parking Management Services for John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport, we will constantly look for additional M/WBE vendors to add to our team such as uniform vendors, cleaning supply vendors, etc.

PANYNJ Airport Parking Facilities M/WBE Plan

As provided in the RFP document, the contract goal for this project is 12% MBE participation and 5% WBE participation. For our selection of participants in our Utilization Plan, we sought certified firms that will provide a true service to the project and we will have an MBE participation level of 16.26% and a WBE of .73%. We have produced a good faith effort to try meet the 5% WBE requirement. We will continue to look for viable contracting opportunities throughout the contract to increase our WBE percentage.

All companies have applicable state M/WBE certification. Any company listed that is not currently certified with the states of New York or New Jersey and / or The Port Authority of New York and New Jersey are in the process of attaining said certifications, and will be certified before the contract commences.

Following is brief narrative of the firms we have been working with, and / or are selecting to provide future services to our operations. The form PA3749B has also been completed and is included at the end of this section.

Alliance Promotional Products

Alliance Promotional Products is a certified M/WBE that has been and will continue to provide all airports with promotional gifts / office supplies in accordance with our Employee Events program.

Alliance Promotional Products will have a .01% commitment with a cost of approximately \$15,000 annually.

DAVTECH Computer Center

DAVTECH Computer Center is a certified WBE that has been and will continue to provide all airports with computers, printers and other office equipment as needed.

DAVTECH Computer Center will have a .01% commitment with a cost of approximately \$11,500 annually.

J & S Towing

J & S Towing is a certified WBE company that has been and will continue to provide Newark Liberty International Airport patrons services with respect to towing, lockouts, battery boosts, and flat tires.

- **Towing Services:** As necessary and called when a towing service is requested / authorized by the PA's 92 or patron.
- **Lockout Services:** As necessary and called when a patron is in need of getting into a locked vehicle without a key.
- **Battery Boost:** When circumstances arise not allowing our trained supervisory staff to perform a battery boost for a stranded

patron, J & S will be asked to perform this service.

- **Flat Tire:** When circumstances arise not allowing our trained supervisory staff to aid a patron with a flat tire, J & S will be asked to perform this service.

J & S Towing Company will have a .16% commitment with a cost of approximately \$45,825 annually.

Syzygy 3, Inc.

Syzygy 3, Inc. is a certified MBE that has been and will continue to provide all airports computer network cabling, equipment, and installation as needed.

Syzygy 3, Inc. will have a .01% commitment with a cost of approximately \$3,500 annually.

Twelve Tulips Uniforms

Twelve Tulips Uniforms is a certified WBE company that will be providing the uniforms needed for our staff at all locations.

Twelve Tulips Uniforms will have a .52% commitment with an annual cost at a minimum of \$150,000.

U-Street Parking

U-Street Parking is a certified MBE company that will be providing the Valet Parking Services and Cashiering Staffing at Newark Liberty International Airport.

U-Street Parking currently provides parking management services, valet parking services,





shuttle and town car service to private companies and government agencies throughout the Maryland, D.C., and Virginia area. ABM Parking Services operates the Washington Dulles International Airport and Ronald Reagan Washington National Airport in a Joint Venture with U-Street Parking.

U-Street Parking will have a 16.26% commitment with an approximate cost of \$4,696,415.



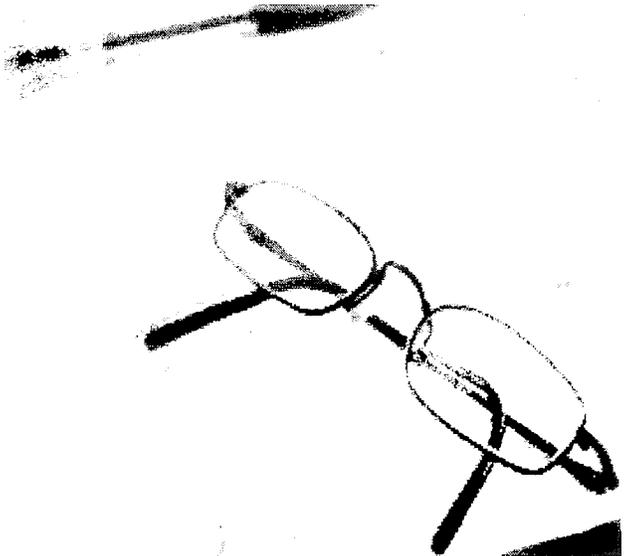
THE PORT AUTHORITY OF NY & NJ

John F. Kennedy INTERNATIONAL AIRPORT LaGuardia AIRPORT Newark Liberty INTERNATIONAL AIRPORT Stewart INTERNATIONAL AIRPORT



REPORTING

FOR



Our philosophy is simply that the General Manager is the individual that possesses the most thorough knowledge of the facility for which he or she is responsible. To be successful, the General Manager must be given the proper tools to operate the location. One of the most useful tools that we created was ABM Parking Services' proprietary software package: The SCORE⁴ System. This system, which is unquestionably the most comprehensive accounting program established for the parking industry, was developed by our parent company, ABM Industries as an upgrade of our previous proprietary software, the SCORE³ System.

ABM's Management Information Systems Department is capable of providing ABM Parking Services with all of the resources it requires to modify or customize the various modules of the SCORE⁴ System to meet the needs of the Port Authority of New York and New Jersey. In short, its features are virtually limitless and its scope infinite. Most significant of all, its continual evolution is in direct response to the real estate community's desire

for improved accountability and retrieval of information. The various elements of the program have been enumerated in detail in the pages that follow.

TYPES OF FINANCIAL REPORTING

- Monthly Invoice Register
- Expense Detail
- A/R Trial Balance
- Variance Report
- Monthly Statement
- 13 Month Trend
- Cover Summary Sheet
- Budget Module
- Revenue Detail
- Supplemental Reporting
- Labor Detail
- Comparison Graphs

• Monthly Invoice Register

This report details the invoices for a particular month. In addition to the current month, the system has the ability to produce this report for prior months.

• A/R Trial Balance

This report provides a detailed recap of all current and outstanding invoices by company.

• Monthly Statement

As a full disclosure company, ABM Parking Services provides a comprehensive monthly statement package. Brief descriptions of several components of the monthly statement have been outlined below.

• Summary Cover Sheet

The cover sheet identifies the location and the month to which the statement pertains. Net

revenues are summarized, followed by expenses. The detailed expense information is categorized and ultimately subtotaled into major general ledger accounts, each of which is supported by a supplemental schedule per account and then again on a per invoice basis. The final settlement for the particular month is included at the bottom of the cover sheet. If a settlement is due to the landowner, a check will accompany the statement. Conversely, if a settlement is due to ABM Parking Services, an invoice will accompany the statement.

• **Revenue Detail**

The detailed revenue schedule itemizes the revenue by category and by day. It also clearly distinguishes Net Receipts from Gross Receipts and summarizes Tax Liability and Tax Exempt sales where applicable.

• **Labor Detail**

The labor detail schedule includes a comprehensive breakdown of gross payroll on a per pay period, per location basis. The information is summarized by employee and includes the employee identification, type of pay (i.e. regular or overtime), rate of pay, the number of hours worked, and the gross pay per employee.

• **Expense Detail**

The expense detail report itemizes every invoice on a per ledger account basis.

• **Variance Report**

One of the most valuable tools available to any property management team is a monthly

variance analysis. The variance report is truly a barometer of performance and can be used to identify trends in both the revenue and expense categories. The budget numbers included in each of the variance reports will be derived directly from the approved budget prepared by ABM Parking Services and accepted by the Authority. The actual figures, as you would imagine, are derived directly from the monthly operating statement. When we created the budget and variance programs, we acknowledged each management company and / or partnership could potentially have a different fiscal year.

The result is a report that includes accurate year-to-date figures based on the fiscal year requirements of the client. We also recognized that it was critical to be able to directly interface the budget data for the year with the data generated from our monthly operating statements.

This was necessary to ensure that the variance reporting was entirely accurate and not subject to the typical errors seen when transferring information from one stand-alone program to another. As important as the numbers themselves are, the variance explanations are essential in determining trends in the marketplace. Additionally, any necessity to expend funds other than those included in the budget can be both explained and documented so as to provide the on-site managers with all relevant information. These explanations will also be included along with the variance report.

• **13-Month Trend Report**

Certainly, one of the key elements of our system is the 13-month trend report. The

report, which is available on demand, is utilized to identify and if necessary act upon significant fluctuations in either income or expense categories. The report is formatted on a "rolling" basis. We are using the term rolling to suggest that 13 month data is available regardless of fiscal year considerations. In other words, any start date can be entered into the system, and it will retrieve 13 prior months of information. Also, by having 13 month data as opposed to 12, comparisons of the current month versus the same month last year will be at the fingertips of the General Manager. The report also shows the 13-month average for each line item.

• Budget Module

Another impressive element of our accounting system is the budget module. No longer are Lotus and Excel work sheets used to create limited, simple budgets. Our budget program allows us to detail line-by-line revenue and expense items. The monthly parking component allows us to budget monthly parking on a tenant-by-tenant, month-by-month basis with the ability to create detailed notes on each item. Percentage items are easily calculated and updated with one keystroke.

• Supplemental Reporting

In addition to the extensive array of reports generated by the SCORE⁴ System, we have developed several supplemental standardized reports to assist us in painting an accurate picture of the facility operations. These additional reports not only include supplemental statistical data, but they also outline information specific to the facility that is not necessarily numbers-oriented. We are able

to provide comprehensive snapshot of the facilities in a presentation format that can be submitted directly to ownership. If necessary, however, it is certainly possible to further modify this package to meet your needs.

• Comparison Graphs

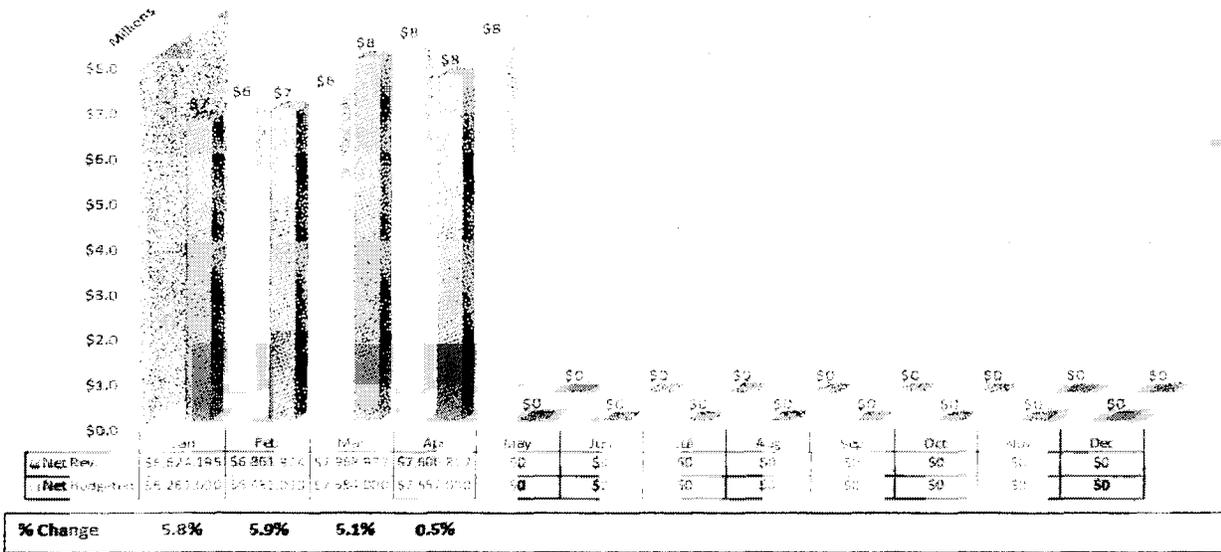
Comparison graphs show revenue by month comparing this year to last year for monthly revenue, daily revenue, validation sales and total revenue, as well as ticket totals by month comparing this year to last year.

SAMPLE REPORTS

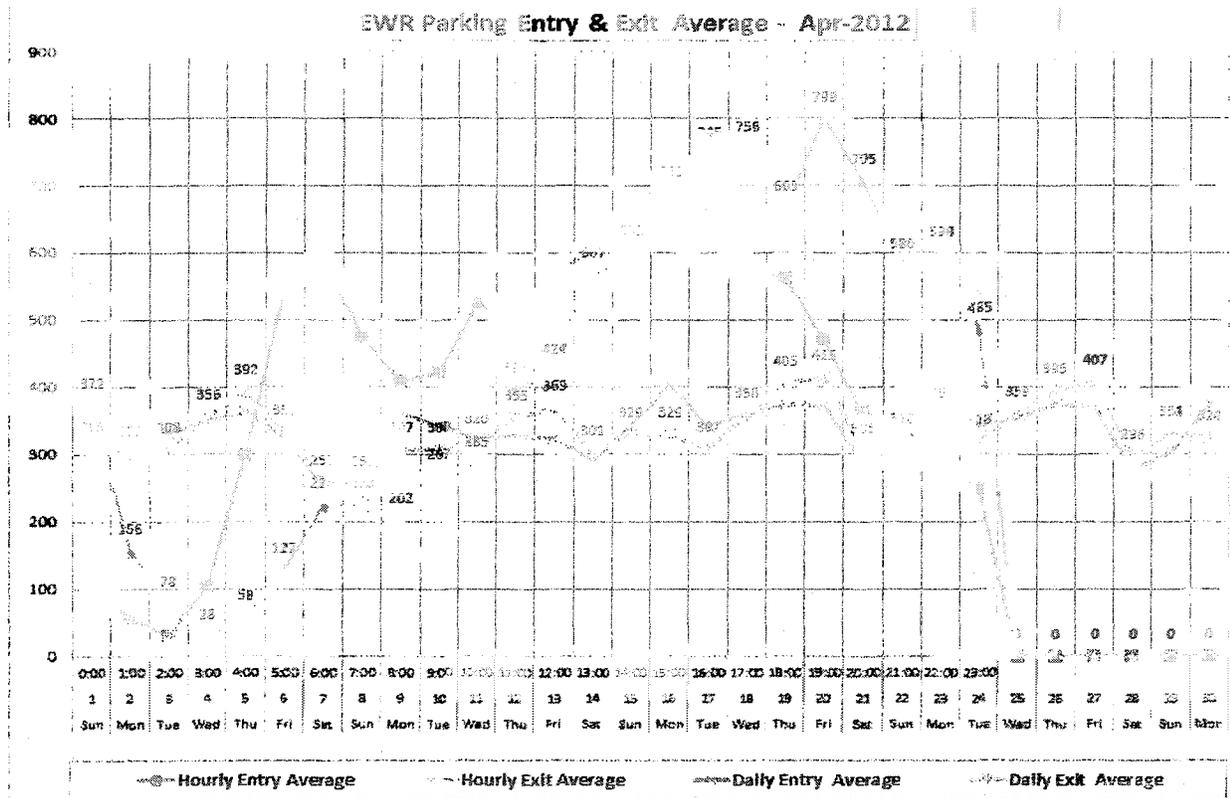
The following pages show examples of the many reports that ABM Parking Services currently generates for the PANYNJ Parking Facilities.

After deducting sales tax, Net Parking Revenue was \$7,606,817 compared to \$7,567,000 Net Budgeted Revenue, representing an increase to budgeted net revenue of \$39,817 (0.5%).

YTD EWR Net(Gross Revenue Less Tax) Revenue Performance 2012



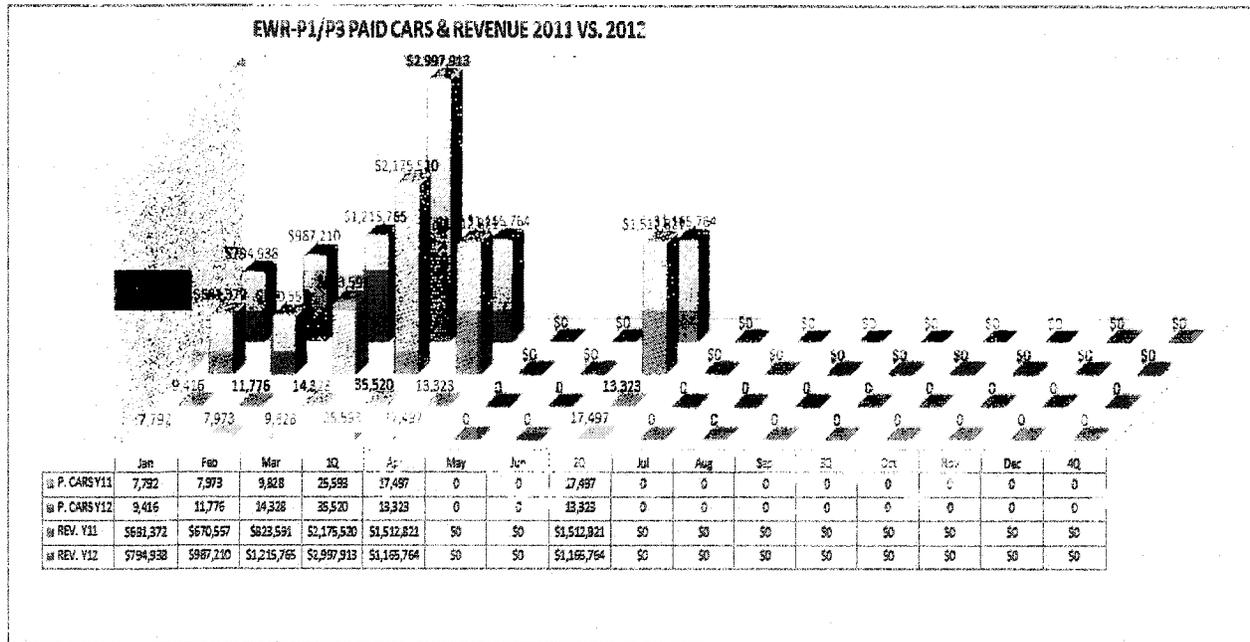
The graph below demonstrates the entry/exit hourly & daily/monthly average performance summary for the month of April, 2012.



P1-P3 reported paid car volume was 13,323 compared to 17,497 in 2011, resulting in a decrease in volume of 23.3%.

P1-P3 revenue reported \$1,165,764 compared to \$1,512,821 in 2011, resulting in a decrease in revenue of 23.3%.

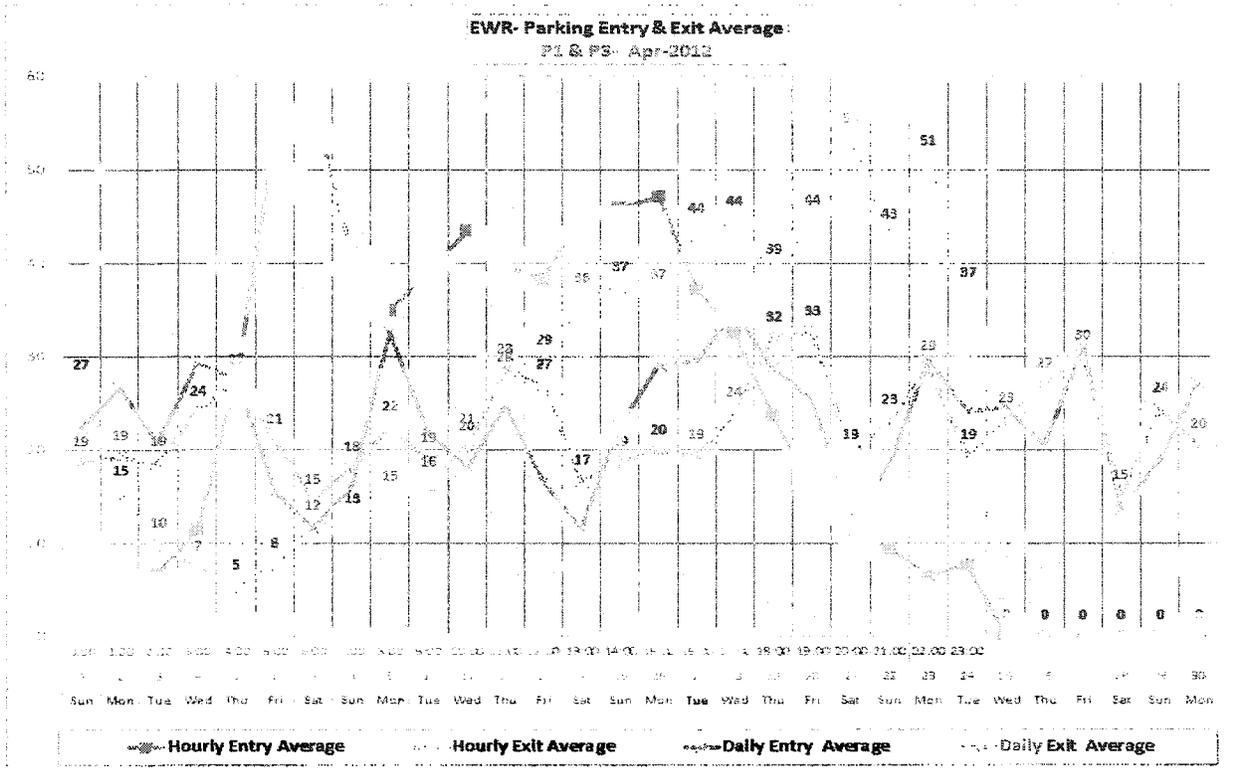
Comparing **P1-P3** paid cars with Airport total it processed (5.3 %) of transactions, revenue collected by this lot was (13.3%).



P1-P3 Highlights

ABM Parking Services attributed the decrease in revenue and paid cars for P1 & P3 and increase in revenue and paid cars in P6 to the following facts. During the first week of April 2011, the Port Authority gave up approximately 2,600 additional spaces to the construction contractor building the new entrance/exit plaza, in the P6 economy parking lot. The total economy lot (P6) capacity was 4,478. Since the construction started, areas of spaces have gradually been returned to parking. As of April 6th, 2012, the construction contractor still controlled 1,635 of these spaces (behind concrete jersey barriers) leaving the parking operations with 2,843 spaces. The construction contractor has indicated that 391 spaces are scheduled to be returned to parking, by the first week of May 2012. When P6 fills up we have a traffic attendant, standing at the entrance, handing out vouchers directing patron's to park in P1/P3, at the economy rate of \$18 per day.

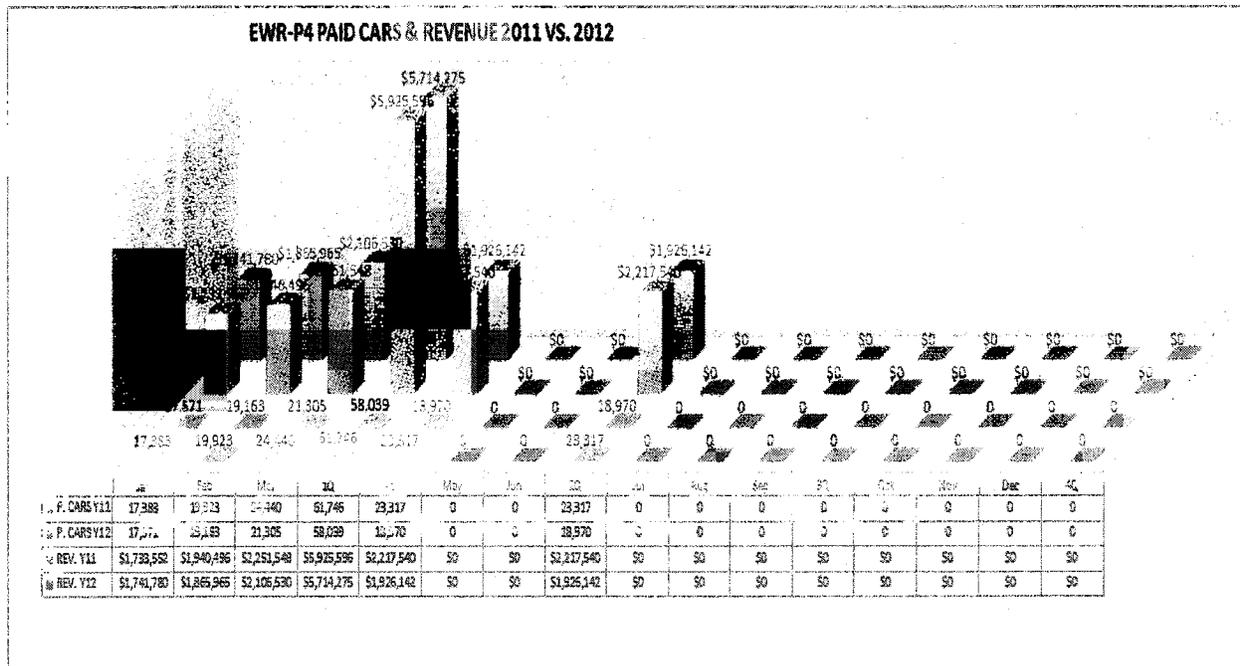
P1&P3 entry/ exit hourly & daily/ monthly average for the month of April, 2012.



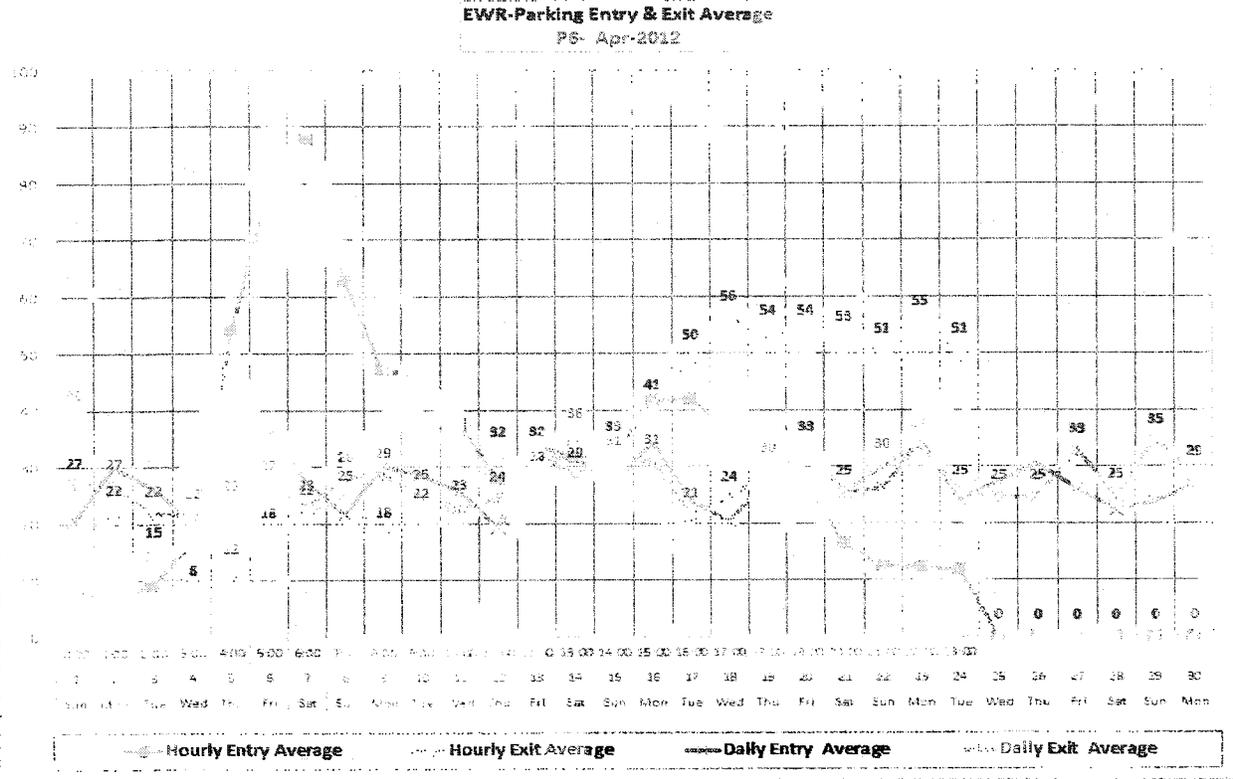
P4 reported paid car volume was 18,970 compared to 23,317 in 2011, resulting in a decrease in volume of 4,347 (18.6%).

P4 revenue reported \$1,926,142 compared to \$2,217,540 in 2011, resulting in a decrease in revenue of \$291,398 (13.1%).

Comparing **P4** paid cars with Airport total it processed (7.6 %) of transactions, revenue collected by this lot was (22.0%).



P6 entry/ exit hourly & daily/ monthly average for the month of April, 2012.

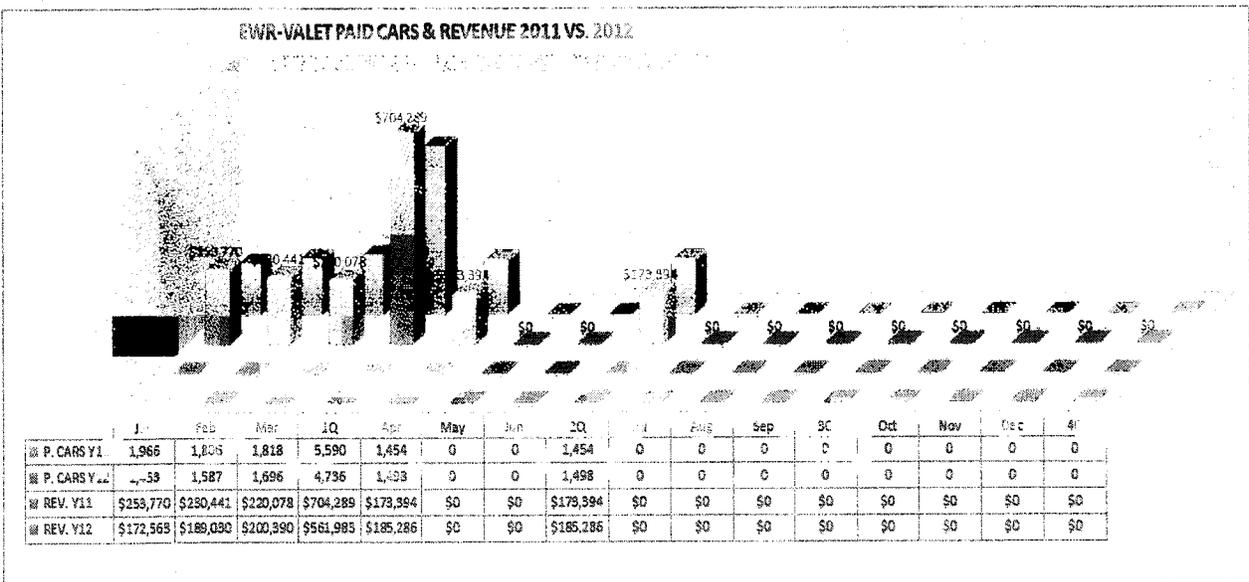


Valet Parking Volume and Revenue Performance:

EWR Valet Parking Lot reported paid car volume was 1,498 compared to 1,454 in 2011, resulting in an increase in volume of 44 (3.0%).

EWR Valet Parking revenue reported \$185,286 compared to \$173,394 in 2011, resulting in an increase in revenue of \$11,892 (6.9%).

Comparing **Valet Parking** paid cars with Airport total it processed (0.6 %) of transactions, revenue collected by this lot was (2.1%).



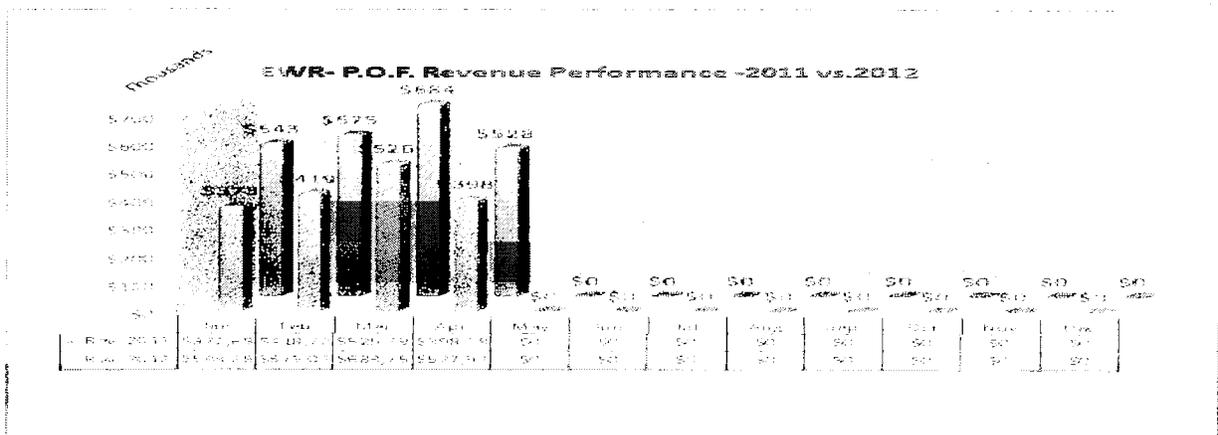
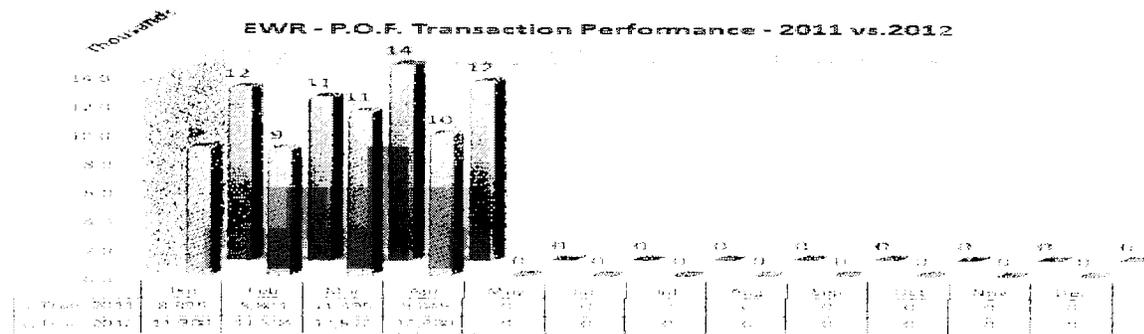
P.O.F. Highlights

P.O.F. machines went into service on September, 2009. We currently have eleven (11) P.O.F. machines installed. The POF's in the P1 and P3 air train stations were taken offline, during the P6 construction project, to minimize patron complaints of overcharging parking fees. Patron's who were directed to P1/P3 from P6 are charged the Economy Lot rate of \$18 per day.

	Trans. 2011	Trans. 2012	Rev. 2011	Rev. 2012	% Trans.	% Rev.
Jan	8,895	11,980	\$372,687	\$543,252	34.7%	45.8%
Feb	8,801	11,304	\$418,728	\$575,025	28.4%	37.3%
Mar	11,395	13,522	\$525,798	\$683,754	18.7%	30.0%
Apr	9,845	12,380	\$398,283	\$527,927	25.7%	32.6%
May						
Jun						
Jul						
Aug						
Sep						
Oct						
Nov						
Dec						
	324	406	\$14,296	\$19,256		
	9,734	12,297	\$428,874	\$582,490		

Footnote: P.O.F. went into service on September, 2009

Total paid cars & Revenue include CDF, P1, P3 & P4 only.

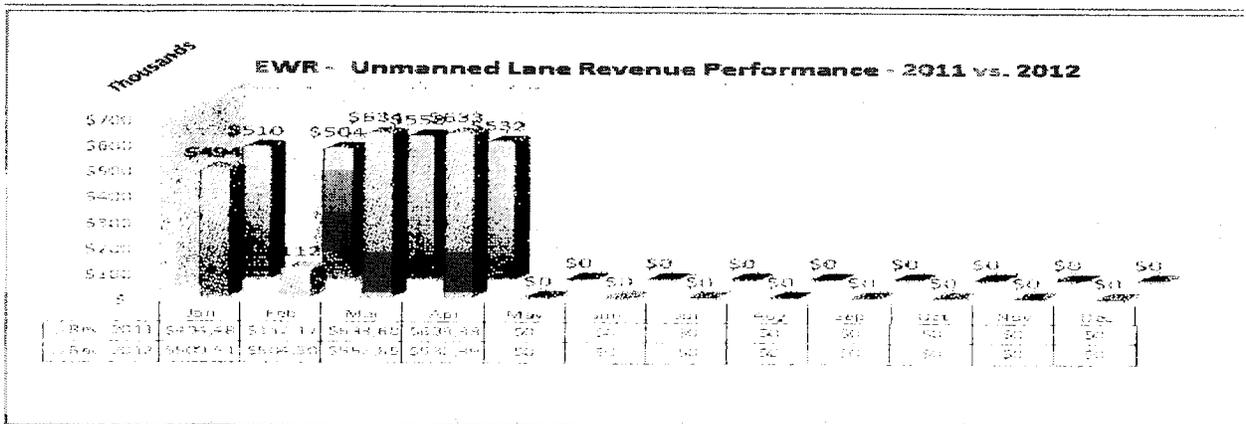
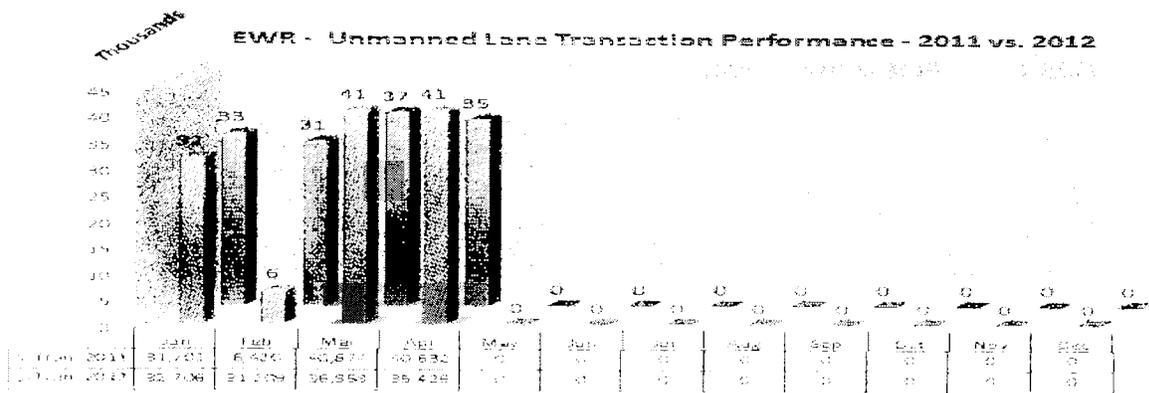


Unmanned Lanes Highlights

First Unmanned Lane went into service on Jun 17, 2010. We currently have two (2) lanes.

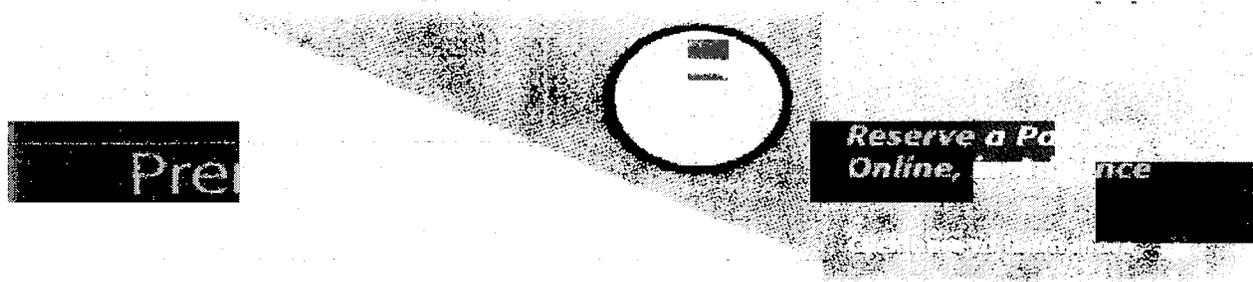
	EWR		vs. 2012			
	Tran. 2011	Tran. 2012	Rev. 2011	Rev. 2012	% Trans.	% Rev.
Jan	31,701	32,706	\$194,487	\$509,514	100%	100%
Feb	6,420	31,209	\$112,171	\$504,309	386.1%	349.5%
Mar	40,674	36,858	\$633,682	\$552,857	100%	100%
Apr	40,632	35,426	\$633,389	\$532,398	100%	100%
May						
Jun						
Jul						
Aug						
Sep						
Oct						
Nov						
Dec						
Total	995	1,126	\$15,514	\$17,348		
Total	29,857	34,050	\$468,432	\$524,770		
Total			\$15,514	\$17,348		

Footnote: Total passenger counts include CTP & Plaza Security



Premium Reserved Parking Program Highlights

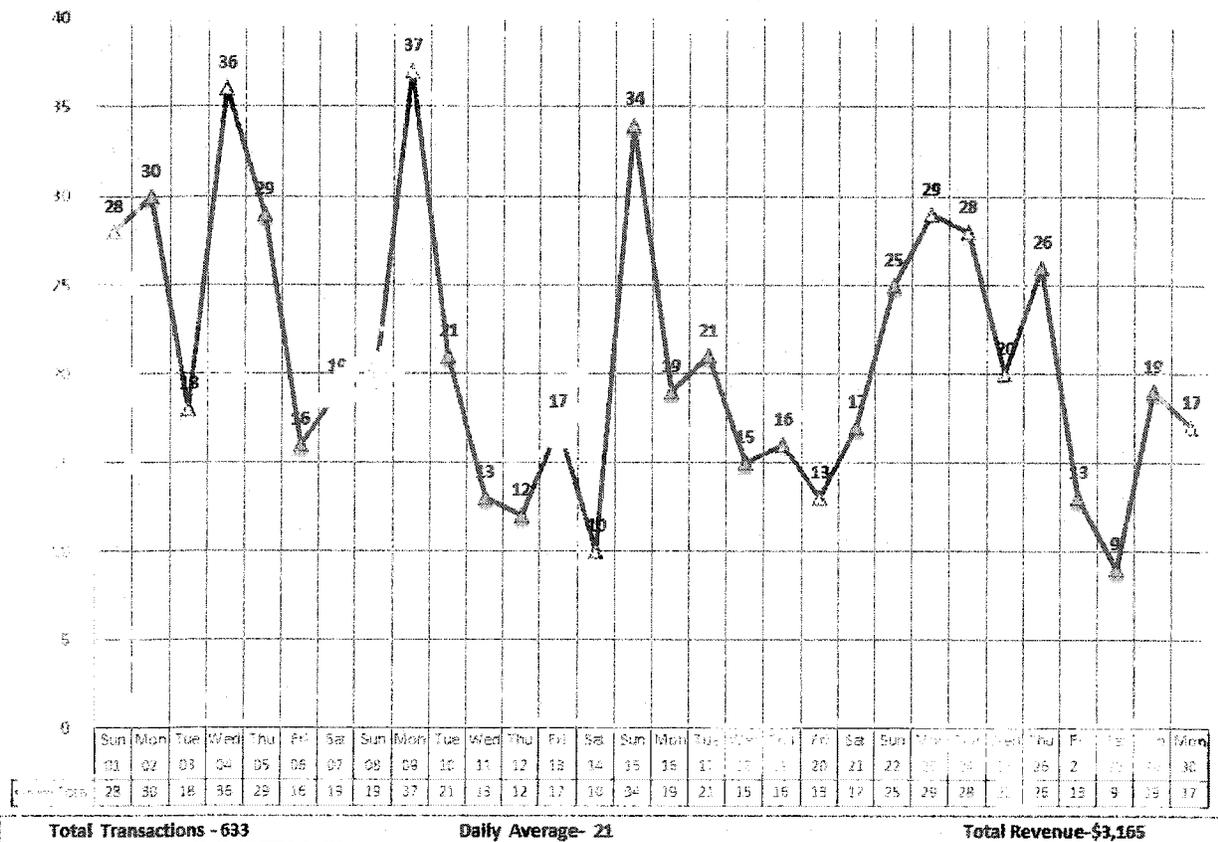
On Monday, April 23, 2010 this program went into service.



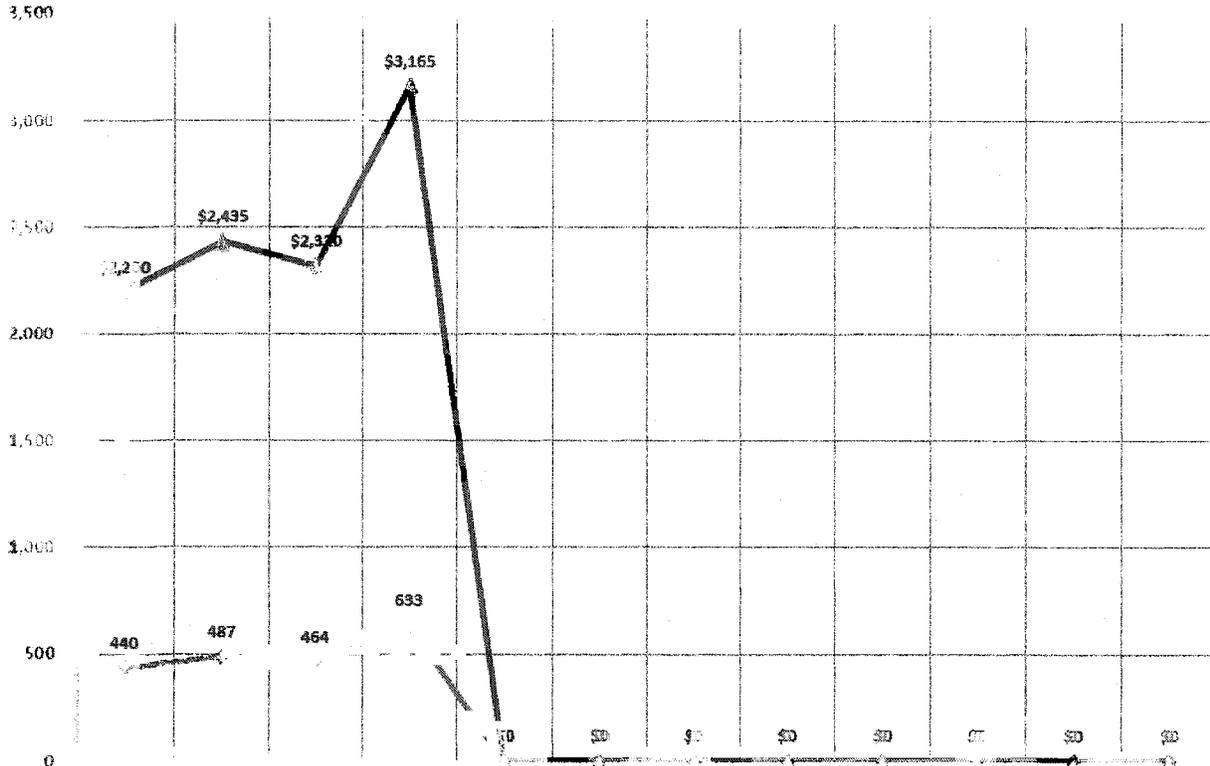
Reserved parking is available in designated spaces in the P4 Daily Parking Garage and in the Terminal C Short Term Parking Garage. Both are conveniently located for patrons utilizing reserved parking. The P4 Garage is adjacent to the AirTrain station, which is free for on-airport travel to all terminals. The C Parking Garage is directly across from Terminal C. The reservation for the parking space must be made online, at least 24 hours in advance and costs \$5, payable with major debit and credit cards. All parking charges will apply when you're ready to leave the garage.

The first year of the Premium Parking Reservation program, patrons made 4,713 reservations, generating \$ 23,565 in fees. First time parkers accounted for 1,763 reservations or 37.4 % of all reservations. The total parking revenue collected from the patrons with a reservation was \$ 474,790.

EWR-Daily Reservation Trend Apr-2012



EWR-Monthly Reservation Trend-2012

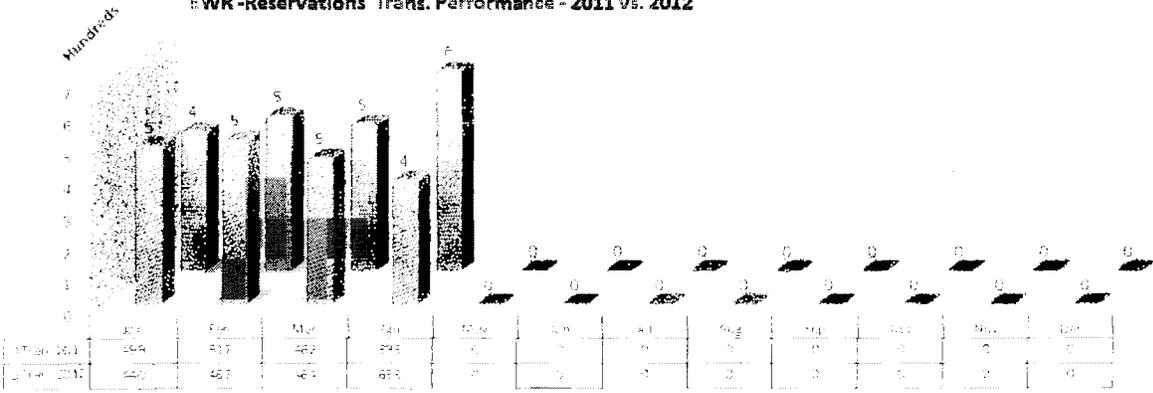


	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Reservations	440	487	464	633	0	0	0	0	0	0	0	0
Revenue	\$2,200	\$2,495	\$2,320	\$3,165	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

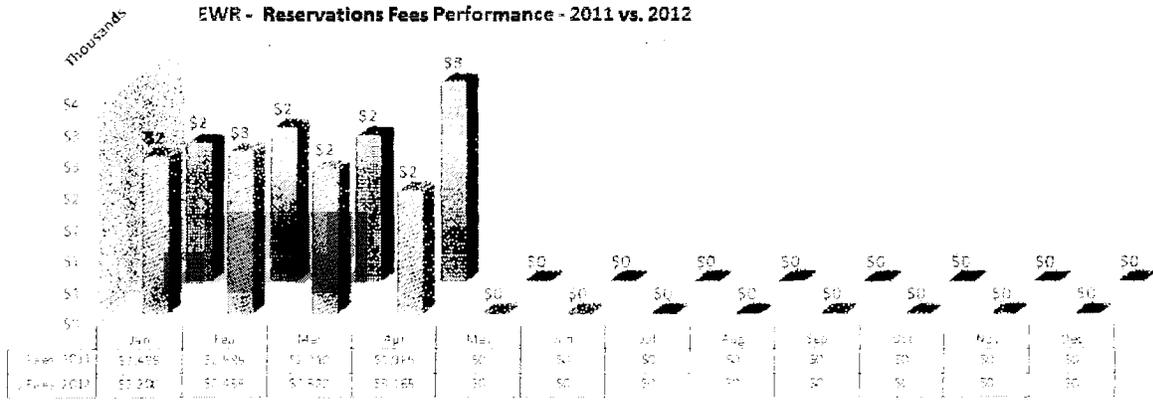
	2011		2012		2012		2012	
	Jan	Feb	Res.	Rev.	Rev.	Rev.	Reservation % Change	Revenue % Change
Jan	499	440	\$2,495	\$2,200	\$52,015	\$52,125	-11.8%	0.2%
Feb	517	487	\$2,585	\$2,435	\$43,554	\$45,414	-5.8%	4.3%
Mar	462	464	\$2,310	\$2,320	\$50,803	\$61,154	0.4%	20.4%
Apr	393	633	\$1,965	\$3,165	\$46,401	\$70,306	61.1%	51.5%
May								
Jun								
Jul								
Aug								
Sep								
Oct								
Nov								
Dec								
YTD			\$9,355	\$70,000	\$24,773	\$92,000	8.2%	31.5%
Daily Average	16	17	\$77.96	\$83.64	\$1,606.44	\$1,892.55		
Month Average	468	506	\$2,838.75	\$2,530.00	\$48,193.25	\$57,250		

Footnote: EWR-Premium Reserved Parking Program went into service on Aug-23-2010

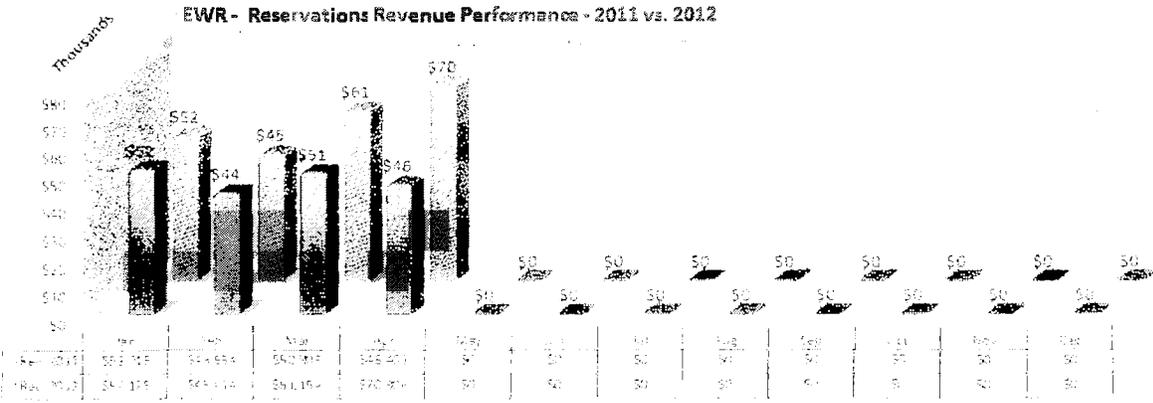
EWR-Reservations Trans. Performance - 2011 vs. 2012



EWR - Reservations Fees Performance - 2011 vs. 2012



EWR - Reservations Revenue Performance - 2011 vs. 2012



NEWARK LIBERTY INTERNATIONAL AIRPORT

	Jan-2012	Feb-2012	March-12	April-12	Year to Date
Net Reservation Fees Collected	\$2,200	\$2,435	\$2,320	\$3,165	\$10,120
Reservations Made In Month of	440	487	464	633	2,024
% change from last month	1%	11%	4%	36%	
Reservations Made For Month	441	442	601	593	2,077
% change from last month	-1%	0%	36%	1%	
Parking Fee Collected	\$52,125	\$45,414	\$61,154	\$70,306	\$228,999
% change from last month	13.3%	-12%	34.7%	15.0%	
Reservations Used	360	332	476	459	1,627
% of Reservations Used	82%	75%	79%	77%	78%
% change from last month	11%	-8%	43%	1%	
Parked in Different Lot	9	6	6	13	34
% of Customers Parked in Different Lot	2%	1%	1%	2%	2%
% change from last month	0%	-20%	0%	54%	
Reservations Not Used	106	74	119	121	420
% of Reservation Not Used	24%	17%	20%	20%	20%
% change from last month	5%	-18%	61%	2%	
Average parking fee paid	\$141	\$134	\$127	\$149	\$138
% change from last month	2%	-5%	-5%	17%	
Average amount of reservations per day	15	15	19	19	17
% change from last month	0%	4%	27%	0%	
Average Day Stay	4	4	4	4	4
First Time Parkers*	155	142	195	4	496
% of first time parkers	42%	42%	40%	1%	30%
Spaces					
P4 Garage	43	204	356	355	1,169
P4 Garage Reservation Percentage	58%	46%	59%	60%	56%
Terminal C	50	208	236	236	894
Terminal C Reservation Percentage		47%	39%	40%	43%
Total	93				

Customer Service Highlights:

EWR

For the month of April we had a total of 33 refunds/waivers totaling \$2,217. Majority of the refunds are based in patrons not receiving (handing in voucher) the economy rate in P1/P3.

PA shops were passed with an 80% average followed by Ampco shops with a whopping 100% average (totaling 97% for both). The appropriate disciplinary action along with coaching will be taken for those employees who have failed mystery shops. A job well done will be displayed on our customer service bulletin board for those employees who passed successfully.

In April we held our yearly Employee of the Year Luncheon for 2011 recipients who received employee of the month. It gives us great pleasure to be able to celebrate them for their hard work and dedication they contribute to making the operation a success. The award recipients are: Akua Afriyie (Cashier), Joseph Reinhold-Dossou (Traffic) and Sabrina Taylor (Supervisor).

Sincerely,

Stanley Petersen
General Manager EWR
Ampco System Parking
Cell # 908-956-4745
E-mail: Stanley.Petersen@abm.com.

NEWARK LIBERTY INTERNATIONAL AIRPORT - ABM PARKING SERVICES
MONTHLY SUMMARY REPORT - MASTER, 2012

PAID CARS VOLUME AND REVENUE BY LOT

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE
CTP	748,458	\$ 14,795,130	764,468	\$ 15,940,323	16,010	\$ 1,145,193	2.14%	7.74%
Lot - P1-P3	43,090	\$ 3,688,135	48,843	\$ 4,159,428	5,753	\$ 471,293	13.35%	12.78%
Lot - P4	85,063	\$ 8,142,529	77,009	\$ 7,637,174	(8,054)	\$ (475,355)	-9.47%	-5.21%
Lot - P6 (ECONOMY)	53,440	\$ 4,761,652	55,739	\$ 4,893,010	2,299	\$ 131,358	4.30%	2.76%
VALET PARKING	7,044	\$ 876,427	6,234	\$ 747,269	(810)	\$ (129,158)	-11.50%	-14.72%
SUB-TOTAL	937,095	\$ 32,263,873	952,293	\$ 33,377,204	15,198	\$ 1,113,331	1.62%	3.45%
IMPOUND COLLECTION		\$ 2,793		\$ 10,692		\$ 7,899		282.81%
ACCOUNTS RECEIVABLE COLLECTION		\$ 12,314		\$ 23,939		\$ 11,625		94.40%
RESERVED PARKING FEES COLLECTION		\$ 8,382		\$ 9,422		\$ 1,040		12.41%
SUB-TOTAL - PUBLIC PARKING REVENUE		\$ 32,287,362		\$ 33,421,257		\$ 1,133,895		3.51%
EMPLOYEE PARKING - INVOICE		\$ 2,118,100		\$ 2,227,950		\$ 109,850		5.19%
GRAND TOTAL - PUBLIC/EMPLOYEE PARKING		\$ 34,405,462		\$ 35,649,207		\$ 1,243,745		3.61%

****FOOTNOTE: NEW PARKING RATES EFFECTIVE JUNE 1, 2009

SHORT TERM VS LONG TERM PAID CARS AND REVENUE

PAID CARS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	SHORT-TERM	LONG-TERM	SHORT-TERM	LONG-TERM	PAID CARS	REVENUE	PAID CARS	REVENUE
PAID CARS	883,655	\$ 53,440	896,554	\$ 55,739	12,899	\$ 2,299	1.46%	4.30%
REVENUE	27,523,967	\$ 4,763,395	28,519,509	\$ 4,901,748	995,542	\$ 138,353	3.62%	2.90%

TRANSACTIONS AND REVENUE COLLECTED BY TYPE

TRANSACTION TYPE	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CASH/CHECKS	255,726	\$ 2,973,646	242,690	\$ 2,803,502	(13,036)	\$ (170,144)	-5.10%	-5.72%
CREDIT CARDS	240,390	\$ 17,992,549	251,347	\$ 18,531,039	10,957	\$ 538,490	4.56%	2.99%
E-Z PASS	402,043	\$ 9,587,990	409,070	\$ 9,629,974	7,027	\$ 41,984	1.75%	0.44%
POF	38,936	\$ 1,715,496	49,186	\$ 2,426,958	10,250	\$ 711,462	26.33%	41.47%
COMPLIMENTARY	50,060	\$ -	48,538	\$ -	(1,522)	\$ -	-3.04%	-
NON-REVENUE	128,204	\$ -	138,604	\$ -	10,400	\$ -	8.11%	-
IMPOUND VEHICLES		\$ 5,367		\$ 7,920		\$ 2,553		47.57%
ACCOUNTS RECEIVABLE COLLECTION		\$ 12,314		\$ 21,864		\$ 9,550		77.55%
RESERVED PARKING FEES COLLECTION		\$ -		\$ -		\$ -		#DIV/0!
GRAND TOTAL	1,115,359	\$ 32,287,362	1,139,435	\$ 33,421,257	24,076	\$ 1,133,895	2.16%	3.51%

UNMANNED LANE TRANSACTIONS AND REVENUE COLLECTED

TRANSACTION TYPE	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CREDIT CARDS	5,206	\$ 97,969	5,089	\$ 94,317	(117)	\$ (3,652)	-2.25%	-3.72%
E-Z PASS	114,221	\$ 1,775,960	131,110	\$ 2,004,761	16,889	\$ 228,801	14.79%	12.88%
TOTAL	119,427	\$ 1,873,929	136,199	\$ 2,099,078	16,772	\$ 225,149	14.04%	12.01%
% UNMANNED VS TOTAL AIRPORT	12.74%	5.81%	14.30%	6.29%				

E-Z PASS USAGE BY LOT & AVERAGE FEE

E-Z PASS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
CTP	358,851	\$ 5,444,767	366,198	\$ 5,573,396	7,347	\$ 128,629	2.05%	2.36%
Lot - P1-P3	9,301	\$ 822,652	10,328	\$ 901,608	1,027	\$ 78,956	11.04%	9.60%
Lot - P4	19,492	\$ 2,031,501	18,243	\$ 3,290,692	(1,249)	\$ 1,259,191	-6.41%	61.98%
Lot - P6 (ECONOMY)	14,399	\$ 1,289,070	14,301	\$ 1,271,426	(98)	\$ (17,644)	-0.68%	-1.37%
TOTAL	402,043	\$ 9,587,990	409,070	\$ 11,037,122	7,027	\$ 1,449,132	1.75%	15.11%
NET FEES		\$ 289,955.13		\$ 291,882.11		\$ 1,927		
AVERAGE FEE PER TRANSACTION		\$ 0.72		\$ 0.71		\$ (0.01)		
AVERAGE REVENUE PER TRANSACTION		\$ 23.85		\$ 26.98		\$ 3.13		
% FEE PER DOLLAR CHARGE		3.02%		2.64%		-0.38%		

SUMMARY CREDIT CARD USAGE BY TYPE

CREDIT CARDS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
AMEX	112,996	\$ 9,284,129	115,059	\$ 9,639,376	2,063	\$ 355,247	1.83%	3.83%
MASTER CARD	60,090	\$ 4,190,143	69,675	\$ 4,857,959	9,585	\$ 667,816	15.95%	15.94%
VISA	101,473	\$ 5,705,358	110,977	\$ 6,207,783	9,504	\$ 502,425	9.37%	8.81%
DISCOVER	4,767	\$ 252,015	4,822	\$ 252,881	55	\$ 866	1.15%	0.34%
TOTAL	279,326	\$ 19,431,645	300,533	\$ 20,957,998	21,207	\$ 1,526,353	7.59%	7.85%

CREDIT CARD USAGE BY LOT & AVERAGE FEE

CREDIT CARDS	AMERICAN EXPRESS		VISA - MASTERCARD		DISCOVER CARD	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
CTP	100,420	\$ 8,271,700	154,483	\$ 8,593,261	3,927	\$ 175,059
Lot - P1-P3	-	\$ -	-	\$ -	-	\$ -
Lot - P4	-	\$ -	-	\$ -	-	\$ -
Lot - P6 (ECONOMY)	11,025	\$ 944,670	23,793	\$ 2,155,021	741	\$ 68,952
VALET PARKING	3,614	\$ 423,006	2,376	\$ 317,459	28	\$ 4,473
POF	-	\$ -	-	\$ -	-	\$ -
TOTAL	115,059	\$ 9,639,376	180,652	\$ 11,065,742	4,696	\$ 248,484
NET FEES		\$ 231,203.53		\$ 236,780.29		
AVERAGE FEE PER TRANSACTION		\$ 2.01		\$ 1.31		
AVERAGE REVENUE PER TRANSACTION		\$ 83.78		\$ 61.04		
% FEE PER DOLLAR CHARGE		2.40%		2.15%		

***FOOTNOTE:

DISCOVER FEES ARE INCLUDED IN VISA & MASTERCARD

CASH/CREDIT CARD/E-Z PASS & POF USAGE

	Master-2012		% OF AIRPORT TOTAL		AVG. FEE PER TRANSACTION
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	
CASH	242,690	2,833,286	25.48%	8.48%	
CREDIT CARD	251,347	18,531,039	26.39%	55.45%	\$ 1.66
E-Z PASS	409,070	9,629,974	42.96%	28.81%	\$ 0.71
POF	49,186	2,426,958	5.17%	7.26%	
TOTAL	952,293	\$ 33,421,257	100.00%	100.00%	

VOUCHERS REDEEM

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
CTP	9	\$ 162	-	\$ -	(9)	\$ (162)	-100.00%	-100.00%
Lot - P1-P3	7,511	\$ 135,198	6,134	\$ 110,412	(1,377)	\$ (24,786)	-18.33%	-18.33%
Lot - P4	292	\$ 5,256	4	\$ 72	(288)	\$ (5,184)	-98.63%	-98.63%
Lot - P6 (ECONOMY)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
TOTAL	7,812	\$ 140,616	6,138	\$ 110,484	(1,674)	\$ (29,132)	-21.43%	-21.43%

PREMIUM PARKING RESERVATIONS

	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE
Lot - P4	895	\$ 4,475	1117	\$ 5,585	222	\$ 1,110	24.80%	24.80%
C-GARAGE	976	\$ 4,880	907	\$ 4,535	(69)	\$ (345)	-7.07%	-7.07%
TOTAL	1,871	\$ 9,355	2,024	\$ 10,120	153	\$ 765	8.18%	8.18%

POF TRANSACTION & REVENUE BY LOT

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
CTP	29,100	\$ 871,920	35,267	\$ 1,177,797	6,167	\$ 305,877	21.19%	35.08%
Lot - P1-P3	2,364	\$ 198,750	5,618	\$ 472,862	3,254	\$ 274,112	137.65%	137.92%
Lot - P4	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
Lot - P6 (Economy)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
TOTAL	31,464	\$ 1,070,670	40,885	\$ 1,650,659	9,421	\$ 579,989	29.94%	54.17%
% POF VS TOTAL AIRPORT	3.36%	3.32%	4.29%	4.95%				

BALANCE DUE ISSUED

	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
	500	\$ 34,273	307	\$ 16,462	(193)	\$ (17,811)	-38.60%	-51.97%

FOOTNOTE:

LOT SPACE CAPACITY

PARKING LOTS	REGULAR	HANDICAP	RESERVED	CAPACITY	CLOSED	REASON	AVAILABLE
A - SURFACE	1,477	39	0	1,516	-	N/A	1,516
B - SURFACE	1,059	23	0	1,082	42	CONSTRUCTION	1,040
C - GARAGE	3,269	77	50	3,396	2	N/A	3,394
C - EXTERIOR	247	-	0	247	-	N/A	247
P1-P3	3,687	27	0	3,714	-	N/A	3,714
P4 - GARAGE	2,921	30	50	3,001	-	N/A	3,001
P6 - ECONOMY SURFACE	4,457	21	0	4,478	1,244	CONSTRUCTION	3,234
P7 - ECONOMY SURFACE	1,136	18	0	1,154	1,154	CLOSED	-
P9 - ECONOMY SURFACE	1,162	24	0	1,186	1,186	CLOSED	-
VALET - P4 GARAGE LEVEL 1	274	-	0	274	-	N/A	274
VALET - G4 SURFACE	360	-	0	360	-	N/A	360
SUB-TOTAL	20,049	259	100	20,408	3,628		16,780
LOT F (EMPLOYEE LOT)	2,603	40	0	2,643	-	N/A	2,643
TOTAL	22,652	299	100	23,051	3,628		19,423

FOOTNOTE:

LPI DAILY AVERAGE

	Master-2011	Master-2012	VARIANCE	% VARIANCE
	24,390	24,138	(252)	-1.0%

AVERAGE TICKET PRICE/DURATION PER LOT & % OCCUPANCY

PARKING LOTS	Master-2011		Master-2012		% VARIANCE	% occupancy @ 3pm
	AVG PER TICKET	AVG STAY	AVG PER TICKET	AVG STAY		
CTP	\$ 19.85	1Days /1½Hrs	\$ 20.89	1Days /2½ Hrs	5.25%	27.75%
Lot - P1-P3	\$ 85.45	4Hrs/4½ Hrs	\$ 85.06	4½ Hrs/5Hrs	-0.46%	43.50%
Lot - P4	\$ 96.08	3Days /0 Hrs	\$ 99.18	4Days /0Hrs	3.23%	74.50%
Lot - P6 (ECONOMY)	\$ 89.58	4½ Hrs/5Hrs	\$ 87.70	4½ Hrs/5Hrs	-2.10%	89.25%
VALET PARKING	\$ 124.03	1Days /1½Hrs	\$ 119.93	1Days /1½ Hrs	-3.31%	32.75%
TOTAL	\$ 34.51	5Hrs/5½ Hrs	\$ 35.08	1Days/½Hrs	1.65%	26.78%

LOT SATURATION

PARKING LOTS	DATE	TIME CLOSED	TIME OPENED	REMARK
CTP	"	None	None	"
Lot - P1-P3	"	None	None	"
Lot - P4	"	None	None	"
Lot - P6 (ECONOMY)	"	None	None	"
VALET PARKING	"	None	None	"

****Footnote: Level # 1 is closed to avoid Long Term Parking user.****

EXCEPTION & NON-REVENUE BY TYPE

	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
NON-REVENUE								
PA OFFICIAL BUSINESS PASS	546	\$ 14,973	594	\$ 14,958	48	\$ (15)	8.79%	-0.10%
PA EMPLOYEE PERSONAL PASS	92	\$ 7,887	67	\$ 4,629	(25)	\$ (3,258)	-27.17%	-41.31%
DISCOUNT STAMPED TICKET	1,038	\$ 30,642	1,047	\$ 31,830	9	\$ 1,188	0.87%	3.88%
DIPLOMAT	639	\$ 5,832	691	\$ 6,481	52	\$ 649	8.14%	11.13%
PRESS PASS	232	\$ 4,167	183	\$ 3,525	(49)	\$ (642)	-21.12%	-15.41%
PIN #	38,663	\$ 743,566	36,822	\$ 713,603	(1,841)	\$ (29,963)	-4.76%	-4.05%
VOID/BUS-MISCELLANEOUS	420	\$ 12,225	147	\$ 5,540	(273)	\$ (6,685)	-65.00%	-54.68%
SUB-TOTAL	41,630	\$ 819,292	39,551	\$ 780,566	(2,079)	\$ (18,726)	-4.99%	-4.73%
HANDICAP	3,361	\$ 243,291	3,752	\$ 254,161	391	\$ 10,870	11.63%	4.47%
UNCOLLECTED FUND	500	\$ 7,403	307	\$ 9,621	(193)	\$ 2,218	38.60%	29.96%
RATE & TIME DISPUTE TRANSACTION	4,594	\$ 107,423	3,000	\$ 67,228	(1,594)	\$ (40,195)	-34.70%	-37.42%
IMPOUND TRANSACTION	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
SUB-TOTAL	8,455	\$ 358,117	7,059	\$ 331,010	(1,396)	\$ (27,107)	-16.51%	-7.57%
LOST TICKET EXCEPTIONS								
LOST TICKET TRANSACTION	5,573	\$ 364,248	5,523	\$ 339,125	(50)	\$ (25,123)	-0.90%	-6.60%
GRAND TOTAL	74,552	\$ 2,577,303	70,731	\$ 2,215,510	(3,821)	\$ (361,793)	-5.13%	-14.04%

JOHN F. KENNEDY INTERNATIONAL AIRPORT - ABM PARKING SERVICES
MONTHLY SUMMARY REPORT - APRIL, 2012

PAID CARS VOLUME AND REVENUE BY LOT

PARKING LOTS	April-2011		April-2012		VARIANCE		% VARIANCE	
	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE
P1 - (GREEN)	86,627	\$ 1,111,368	85,975	\$ 1,182,110	(652)	\$ 70,742	-0.75%	6.37%
P2 - (BLUE)	125,945	\$ 1,314,604	115,927	\$ 1,190,494	(10,018)	\$ (124,110)	-7.85%	-9.44%
P3 - (RED)	44,619	\$ 683,934	50,449	\$ 698,825	5,830	\$ 14,891	13.07%	2.18%
P4 - (YELLOW)	37,495	\$ 1,097,909	37,168	\$ 1,218,440	(327)	\$ 120,531	-0.87%	10.98%
P5 - (ORANGE)	29,106	\$ 339,247	30,065	\$ 353,367	959	\$ 14,120	3.29%	4.16%
P9 - (LONG TERM)	19,959	\$ 1,860,857	21,360	\$ 2,069,596	1,401	\$ 208,739	7.02%	11.22%
SUB-TOTAL	343,751	\$ 6,407,919	340,944	\$ 6,712,832	(2,807)	\$ 304,913	-0.82%	4.76%
IMPOUND COLLECTION		\$ 994		\$ 5,349		\$ 4,355		438.13%
ACCOUNTS RECEIVABLE COLLECTION		\$ 1,867		\$ 8,246		\$ 6,379		341.67%
RESERVED PARKING FEES COLLECTION		\$ -		\$ 1,613		\$ 1,613		#DIV/0!
EMPLOYEE PARKING - SALES		\$ 36,897		\$ 48,624		\$ 11,727		31.78%
SUB-TOTAL - PUBLIC PARKING REVENUE		\$ 6,447,677		\$ 6,776,664		\$ 328,987		5.10%
EMPLOYEE PARKING - INVOICE		\$ 461,100		\$ 467,800		\$ 6,700		1.45%
GRAND TOTAL - PUBLIC/EMPLOYEE PARKING		\$ 6,908,777		\$ 7,244,464		\$ 335,687		4.86%

****FOOTNOTE: NEW PARKING RATES EFFECTIVE JUNE 1, 2009

SHORT TERM VS LONG TERM PAID CARS AND REVENUE

	April-2011		April-2012		VARIANCE		% VARIANCE	
	SHORT-TERM	LONG-TERM	SHORT-TERM	LONG-TERM	PAID CARS	REVENUE	PAID CARS	REVENUE
PAID CARS	323,792	\$ 19,959	319,584	\$ 21,360	(4,208)	\$ 1,401	-1.32%	7.02%
REVENUE	4,583,959	\$ 1,860,857	4,643,236	\$ 2,069,596	59,277	\$ 208,739	1.29%	11.22%

TRANSACTIONS AND REVENUE COLLECTED BY TYPE

TRANSACTION TYPE	April-2011		April-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CASH/CHECKS	166,544	\$ 1,724,844	158,425	\$ 1,648,069	(8,119)	\$ (76,775)	-4.87%	-4.45%
CREDIT CARDS	50,687	\$ 2,340,298	51,906	\$ 2,590,465	1,219	\$ 250,167	2.40%	10.69%
E-Z PASS	119,564	\$ 2,207,627	121,029	\$ 2,271,564	1,465	\$ 63,937	1.23%	2.90%
POF	6,956	\$ 172,047	9,584	\$ 251,358	2,628	\$ 79,311	37.78%	46.10%
COMPLIMENTARY	25,177	\$ -	39,195	\$ -	14,018	\$ -	55.68%	-
NON-REVENUE	87,294	\$ -	95,795	\$ -	8,501	\$ -	9.74%	-
IMPOUND VEHICLES		\$ 1,867		\$ 8,246		\$ 6,379		341.67%
ACCOUNTS RECEIVABLE COLLECTION		\$ 994		\$ 5,349		\$ 4,355		438.13%
RESERVED PARKING FEES COLLECTION		\$ -		\$ 1,613		\$ 1,613		#DIV/0!
GRAND TOTAL	456,222	\$ 6,447,677	475,934	\$ 6,776,664	19,712	\$ 328,987	4.32%	5.10%

UNMANNED LANE TRANSACTIONS AND REVENUE COLLECTED

TRANSACTION TYPE	April-2011		April-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CREDIT CARDS	11,087	\$ 260,787	12,699	\$ 367,134	1,612	\$ 106,347	14.54%	40.78%
E-Z PASS	44,572	\$ 626,808	43,991	\$ 583,937	(581)	\$ (62,871)	-1.30%	-9.84%
TOTAL	55,659	\$ 887,595	56,690	\$ 951,071	1,031	\$ 63,476	1.85%	7.15%
% UNMANNED VS TOTAL AIRPORT	16.19%	13.85%	16.63%	14.17%				

E-Z PASS USAGE BY LOT & AVERAGE FEE

E-Z PASS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1 - (GREEN)	33,246	\$ 414,147	33,244	\$ 428,199	(2)	\$ 14,052	-0.01%	3.39%
P2 - (BLUE)	36,619	\$ 380,019	35,957	\$ 361,044	(662)	\$ (18,975)	-1.81%	-4.99%
P3 - (RED)	18,056	\$ 282,573	19,757	\$ 267,996	1,701	\$ (14,577)	9.42%	-5.10%
P4 - (YELLOW)	12,166	\$ 396,327	11,873	\$ 421,842	(293)	\$ 25,515	-2.41%	6.44%
P5 - (ORANGE)	13,009	\$ 127,923	13,270	\$ 128,967	261	\$ 1,044	2.01%	0.82%
P9 - (LONG TERM)	6,468	\$ 606,638	6,928	\$ 663,516	460	\$ 56,878	7.11%	9.38%
TOTAL	119,564	\$ 2,207,627	121,029	\$ 2,271,564	1,465	\$ 63,937	1.23%	2.90%
NET FEES		\$ 70,136.18		\$ 71,917.73		\$ 1,782		
AVERAGE FEE PER TRANSACTION		\$ 0.59		\$ 0.59		\$ 0.01		
AVERAGE REVENUE PER TRANSACTION		\$ 18.46		\$ 18.77		\$ 0.30		
% FEE PER DOLLAR CHARGE		3.18%		3.17%		-0.01%		

SUMMARY CREDIT CARD USAGE BY TYPE

CREDIT CARDS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
AMEX	13,648	\$ 920,975	14,132	\$ 983,169	484	\$ 62,194	3.55%	6.75%
MASTER CARD	15,698	\$ 598,309	16,376	\$ 670,912	678	\$ 72,603	4.32%	12.13%
VISA	27,628	\$ 979,430	30,147	\$ 1,143,891	2,519	\$ 164,461	9.12%	16.79%
DISCOVER	900	\$ 34,545	1,151	\$ 43,852	251	\$ 9,307	27.89%	26.94%
TOTAL	57,874	\$ 2,533,259	61,806	\$ 2,841,823	3,932	\$ 308,564	6.79%	12.18%

CREDIT CARD USAGE BY LOT & AVERAGE FEE

CREDIT CARDS	AMERICAN EXPRESS		VISA - MASTERCARD		DISCOVER CARD	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
P1 - (GREEN)	2,848	\$ 167,803	8,783	\$ 214,390	173	\$ 2,964
P2 - (BLUE)	1,804	\$ 52,398	9,657	\$ 158,741	283	\$ 4,542
P3 - (RED)	1,357	\$ 88,672	5,351	\$ 137,678	121	\$ 1,587
P4 - (YELLOW)	2,104	\$ 201,436	4,625	\$ 263,829	80	\$ 3,831
P5 - (ORANGE)	709	\$ 41,415	2,575	\$ 63,084	63	\$ 1,425
P9 - (LONG TERM)	3,282	\$ 331,724	7,850	\$ 795,968	222	\$ 23,680
DIAL-UP	34	\$ 3,691	294	\$ 30,633	7	\$ 975
POF	1,994	\$ 96,030	7,388	\$ 150,480	202	\$ 4,848
TOTAL	14,132	\$ 983,169	46,523	\$ 1,814,803	1,151	\$ 43,852
NET FEES		\$ 23,563.43		\$ 37,828.92		
AVERAGE FEE PER TRANSACTION		\$ 1.67		\$ 0.81		
AVERAGE REVENUE PER TRANSACTION		\$ 69.57		\$ 38.99		
% FEE PER DOLLAR CHARGE		2.40%		2.09%		

***FOOTNOTE: DISCOVER FEES ARE INCLUDED IN VISA & MASTERCARD

CASH/CREDIT CARD/E-Z PASS & POF USAGE

	April-2012		% OF AIRPORT TOTAL		AVG. FEE PER TRANSACTION
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	
CASH	158,425	1,663,277	46.47%	24.54%	
CREDIT CARD	51,906	2,590,465	15.22%	38.23%	\$ 1.24
E-Z PASS	121,029	2,271,564	35.50%	33.52%	\$ 0.59
POF	9,584	251,358	2.81%	3.71%	
TOTAL	340,944	\$ 6,776,664	100.00%	100.00%	

VOUCHERS REDEEM

PARKING LOTS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1 - (GREEN)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P2 - (BLUE)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P3 - (RED)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P4 - (YELLOW)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P5 - (ORANGE)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
TOTAL	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!

PREMIUM PARKING RESERVATIONS

PARKING LOTS	April-2011		April-2012		VARIANCE		% VARIANCE	
	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE
P1 - (GREEN)	-	\$ -	82	\$ 410	82	\$ 410	#DIV/0!	#DIV/0!
P2 - (BLUE)	-	\$ -	63	\$ 315	63	\$ 315	#DIV/0!	#DIV/0!
P3 - (RED)	-	\$ -	64	\$ 320	64	\$ 320	#DIV/0!	#DIV/0!
P4 - (YELLOW)	-	\$ -	117	\$ 585	117	\$ 585	#DIV/0!	#DIV/0!
P5 - (ORANGE)	-	\$ -	31	\$ 155	31	\$ 155	#DIV/0!	#DIV/0!
TOTAL	-	\$ -	357	\$ 1,785	357	\$ 1,785	#DIV/0!	#DIV/0!

FOOTNOTE: JFK-Premium Reserved Parking Program went into service on OCT-2011

POF TRANSACTION & REVENUE BY LOT

PARKING LOTS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1 - (GREEN)	801	\$ 11,652	1,200	\$ 17,772	399	\$ 6,120	49.81%	52.52%
P2 - (BLUE)	1,455	\$ 24,042	2,096	\$ 37,202	641	\$ 13,160	44.05%	54.74%
P3 - (RED)	696	\$ 17,964	1,288	\$ 25,968	592	\$ 8,004	85.06%	44.56%
P4 - (YELLOW)	2,612	\$ 94,752	3,372	\$ 142,791	760	\$ 48,039	29.10%	50.70%
P5 - (ORANGE)	1,392	\$ 23,637	1,628	\$ 27,625	236	\$ 3,988	16.95%	16.87%
TOTAL	6,956	\$ 172,047	9,584	\$ 251,358	2,628	\$ 79,311	37.78%	46.10%
% POF VS TOTAL AIRPORT	2.02%	2.68%	2.81%	3.74%				

BALANCE DUE ISSUED

TOTAL	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
TOTAL	39	\$ 1,935	44	\$ 1,760	5	\$ (175)	12.82%	-9.04%

FOOTNOTE:

LOT SPACE CAPACITY

PARKING LOTS	REGULAR		HANDICAP		RESERVED		CAPACITY	CLOSED	REASON	AVAILABLE
P1 - (GREEN)	1,503	30	57	57	1,590	-	1,590			
P2 - (BLUE)	2,022	57	42	42	2,121	-	2,121			
P3 - (RED)	1,826	24	34	34	1,884	-	1,884	Open 11/15/06		
P4 - (YELLOW)	1,401	76	30	30	1,507	-	1,507	Open 09/22/08		
P5 - (ORANGE)	691	8	24	24	723	-	723			
P9 - (LONG TERM)	6,525	24	0	0	6,549	-	6,549			
CELL PHONE LOT (7 A)	375	-	0	0	375	-	375			
SUB-TOTAL	14,343	219	187	187	14,749	-	14,749			
LOT 8 - EMPLOYEE LOT	1,684	18	0	0	1,702	-	1,702			
TOTAL	16,027	237	187	187	16,451	-	16,451			

FOOTNOTE: Lot 7 (760 Spaces being utilized by Delta Employees) Lot 7A (Currently being used as "Cell Phone Lot") Lot 7B (674 Spaces for Overflow Parking)

LPI DAILY AVERAGE

	April-2011	April-2012	VARIANCE	% VARIANCE
	3,622	3,451	(171)	-4.7%

AVERAGE TICKET PRICE/DURATION PER LOT & % OCCUPANCY

PARKING LOTS	April-2011		April-2012		% VARIANCE	AVG PER TICKET	% occupancy @ 3pm @ 3PM
	AVG PER TICKET	AVG STAY	AVG PER TICKET	AVG STAY			
Lot # 1 (Green Lot)	\$ 12.83	2Hrs /2½Hrs	\$ 13.75	2Hrs /2½Hrs	7.17%		30.00%
Lot # 2 (Blue Lot)	\$ 10.44	1½Hrs/2Hrs	\$ 10.27	1½Hrs/2Hrs	-1.52%		67.00%
Lot # 3 (Red Lot)	\$ 15.33	2½Hrs/3Hrs	\$ 13.85	2Hrs /2½Hrs	-9.63%		71.00%
Lot # 4 (Yellow Lot)	\$ 29.28	4½Hrs/5Hrs	\$ 32.78	5Hrs/24Hrs	11.95%		31.00%
Lot # 5 (Orange Lot)	\$ 11.66	1½Hrs/2Hrs	\$ 11.75	1½Hrs/2Hrs	0.84%		37.00%
Lot # 9 (Long Term)	\$ 93.23	5Days/ 8Hrs	\$ 96.89	5Days/8Hrs	3.92%		55.00%
TOTAL	\$ 18.64	3Hrs /3½Hrs	\$ 19.69	3Hrs /3½Hrs	5.62%		48.50%

LOT SATURATION

PARKING LOTS	DATE	TIME CLOSED	TIME OPENED	REMARK
Lot # 1 (Green Lot)	Apr-01 thru Apr-30	None	None	" "
Lot # 2 (Blue Lot)	"	None	None	" "
Lot # 3 (Red Lot)	"	None	None	" "
Lot # 4 (Yellow Lot)	"	None	None	" "
Lot # 5 (Orange Lot)	"	None	None	" "
Lot # 9 (Long Term)	"	None	None	" "

**Footnote:

EXCEPTION & NON-REVENUE BY TYPE

NON-REVENUE	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
PA OFFICIAL BUSINESS PASS	202	\$ 3,934	170	\$ 3,264	(32)	\$ (670)	-15.84%	-17.03%
PA EMPLOYEE PERSONAL PASS	22	\$ 453	-	\$ -	(22)	\$ (453)	-100.00%	-100.00%
COUPON # 0	425	\$ 12,206	528	\$ 15,171	103	\$ 2,965	24.24%	24.29%
DISCOUNT STAMPED TICKET	78	\$ 783	110	\$ 1,194	32	\$ 411	41.03%	52.49%
DIPLOMAT	1,542	\$ 14,886	1,531	\$ 14,259	(11)	\$ (627)	-0.71%	-4.21%
PRESS PASS	173	\$ 3,845	105	\$ 2,727	(68)	\$ (1,118)	-39.31%	-29.03%
SUB-TOTAL	2,442	\$ 36,107	2,444	\$ 36,615	2	\$ 508	0.08%	1.41%
HANDICAP	598	\$ 39,941	757	\$ 42,381	159	\$ 2,440	26.59%	6.11%
UNCOLLECTED FUND	4	\$ 87	8	\$ 471	4	\$ 384	100.00%	441.38%
RATE & TIME DISPUTE TRANSACTION	482	\$ 7,118	992	\$ 18,990	510	\$ 11,872	105.81%	166.79%
IMPOUND TRANSACTION	24	\$ 961	18	\$ 5,349	(6)	\$ 4,388	-25.00%	456.61%
SUB-TOTAL	1,108	\$ 48,107	1,775	\$ 67,191	667	\$ 19,084	60.20%	39.67%
LOST TICKET EXCEPTIONS								
SUB-TOTAL	697	\$ 41,542	734	\$ 32,413	37	\$ (9,129)	5.31%	-21.98%
STOLEN TICKET TRANSACTION	243	\$ 1,259	229	\$ 2,853	(14)	\$ 1,594	-5.76%	126.61%
MANUALLY ENTERED TICKET	4,866	\$ 120,642	3,721	\$ 100,926	(1,145)	\$ (19,716)	-23.53%	-16.2%
GRAND TOTAL	9,356	\$ 247,657	8,903	\$ 239,998	(453)	\$ (7,659)	-4.82%	-3.09%

JOHN F. KENNEDY INTERNATIONAL AIRPORT - ABM PARKING SERVICES
MONTHLY SUMMARY REPORT - MASTER, 2012

PAID CARS VOLUME AND REVENUE BY LOT

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE
P1 - (GREEN)	312,202	\$ 4,155,692	320,597	\$ 4,528,329	8,395	\$ 372,637	2.69%	8.97%
P2 - (BLUE)	477,275	\$ 5,059,850	452,209	\$ 4,719,067	(25,066)	\$ (340,783)	-5.25%	-6.74%
P3 - (RED)	172,084	\$ 2,742,370	194,519	\$ 2,894,520	22,435	\$ 152,150	13.04%	5.55%
P4 - (YELLOW)	137,749	\$ 4,181,825	143,526	\$ 4,571,337	5,777	\$ 389,512	4.19%	9.31%
P5 - (ORANGE)	107,734	\$ 1,299,463	113,495	\$ 1,357,785	5,761	\$ 58,322	5.35%	4.49%
P9 - (LONG TERM)	72,056	\$ 6,760,487	75,909	\$ 7,138,947	3,853	\$ 378,460	5.35%	5.60%
SUB-TOTAL	1,279,100	\$ 24,199,687	1,300,255	\$ 25,209,986	21,155	\$ 1,010,299	1.65%	4.17%
IMPOUND COLLECTION		\$ 8,707		\$ 8,241		\$ (466)		-5.35%
ACCOUNTS RECEIVABLE COLLECTION		\$ 5,354		\$ 20,697		\$ 15,343		286.57%
RESERVED PARKING FEES COLLECTION		\$ -		\$ 6,113		\$ 6,113		#DIV/0!
EMPLOYEE PARKING - SALES		\$ 150,238		\$ 186,488		\$ 36,250		24.13%
SUB-TOTAL - PUBLIC PARKING REVENUE		\$ 24,363,986		\$ 25,431,525		\$ 1,067,539		4.38%
EMPLOYEE PARKING - INVOICE		\$ 1,809,750		\$ 1,866,200		\$ 56,450		3.12%
GRAND TOTAL - PUBLIC/EMPLOYEE PARKING		\$ 26,173,736		\$ 27,297,725		\$ 1,123,989		4.29%

****FOOTNOTE: NEW PARKING RATES EFFECTIVE JUNE 1, 2009

SHORT TERM VS LONG TERM PAID CARS AND REVENUE

	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	SHORT-TERM	LONG-TERM	SHORT-TERM	LONG-TERM	PAID CARS	REVENUE	PAID CARS	REVENUE
PAID CARS	1,207,044	\$ 72,056	1,224,346	\$ 75,909	17,302	\$ 3,853	1.43%	5.35%
REVENUE	17,590,900	\$ 6,760,763	18,072,008	\$ 7,138,947	481,108	\$ 378,184	2.73%	5.59%

TRANSACTIONS AND REVENUE COLLECTED BY TYPE

TRANSACTION TYPE	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CASH/CHECKS	623,256	\$ 6,408,164	609,490	\$ 6,309,838	(13,766)	\$ (98,326)	-2.21%	-1.53%
CREDIT CARDS	191,423	\$ 9,047,113	198,903	\$ 9,606,146	7,480	\$ 559,033	3.91%	6.18%
E-Z PASS	440,408	\$ 8,250,845	454,523	\$ 8,507,410	14,115	\$ 256,565	3.20%	3.11%
POF	24,013	\$ 643,773	37,339	\$ 974,604	13,326	\$ 330,831	55.49%	51.39%
COMPLIMENTARY	98,742	\$ -	122,128	\$ -	23,386	\$ -	23.68%	-
NON-REVENUE	335,831	\$ -	379,794	\$ -	43,963	\$ -	13.09%	-
IMPOUND VEHICLES		\$ 11,055		\$ 12,647		\$ 1,592		14.40%
ACCOUNTS RECEIVABLE COLLECTION		\$ 3,036		\$ 16,291		\$ 13,255		436.59%
RESERVED PARKING FEES COLLECTION		\$ -		\$ 4,588		\$ 4,588		#DIV/0!
GRAND TOTAL	1,713,673	\$ 24,363,986	1,802,177	\$ 25,431,525	88,504	\$ 1,067,539	5.16%	4.36%

UNMANNED LANE TRANSACTIONS AND REVENUE COLLECTED

TRANSACTION TYPE	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CREDIT CARDS	49,298	\$ 1,178,924	47,147	\$ 1,276,777	(2,151)	\$ 97,853	-4.36%	8.30%
E-Z PASS	148,831	\$ 2,214,712	166,403	\$ 2,317,245	17,572	\$ 102,533	11.81%	4.63%
TOTAL	198,129	\$ 3,393,636	213,550	\$ 3,594,022	15,421	\$ 200,386	7.78%	5.90%
% UNMANNED VS TOTAL AIRPORT	15.49%	14.02%	16.42%	14.26%				

E-Z PASS USAGE BY LOT & AVERAGE FEE

E-Z PASS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1 - (GREEN)	168,245	\$ 2,256,331	122,828	\$ 1,622,836	(45,417)	\$ (633,495)	-26.99%	-28.08%
P2 - (BLUE)	222,707	\$ 2,356,650	134,413	\$ 1,372,593	(88,294)	\$ (984,057)	-39.65%	-41.70%
P3 - (RED)	96,498	\$ 1,564,049	75,932	\$ 1,149,447	(20,566)	\$ (414,602)	-21.31%	-26.53%
P4 - (YELLOW)	69,228	\$ 1,213,736	46,125	\$ 1,606,953	(23,103)	\$ 393,217	-33.37%	32.40%
P5 - (ORANGE)	63,815	\$ 693,690	50,571	\$ 481,533	(13,244)	\$ (212,157)	-20.74%	-30.20%
P9 - (LONG TERM)	37,147	\$ 3,394,500	24,654	\$ 2,274,048	(12,493)	\$ (1,120,452)	-33.50%	-33.01%
TOTAL	657,640	\$ 11,478,956	454,523	\$ 8,507,410	(203,117)	\$ (2,971,546)	-30.89%	-25.74%
NET FEES		\$ 261,322.14		\$ 269,500.64		\$ 8,179		3.13%
AVERAGE FEE PER TRANSACTION		\$ 0.40		\$ 0.59		\$ 0.20		50.00%
AVERAGE REVENUE PER TRANSACTION		\$ 17.45		\$ 18.72		\$ 1.26		7.22%
% FEE PER DOLLAR CHARGE		2.28%		3.17%		0.89%		39.21%

SUMMARY CREDIT CARD USAGE BY TYPE

CREDIT CARDS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
AMEX	50,974	\$ 3,584,131	55,973	\$ 3,872,419	4,999	\$ 288,288	9.81%	8.04%
MASTER CARD	57,996	\$ 2,337,954	62,523	\$ 2,457,697	4,527	\$ 119,743	7.81%	5.12%
VISA	103,622	\$ 3,726,970	114,310	\$ 4,105,363	10,688	\$ 378,393	10.31%	10.15%
DISCOVER	3,546	\$ 126,951	4,268	\$ 145,272	722	\$ 18,321	20.36%	14.43%
TOTAL	216,138	\$ 9,776,006	237,074	\$ 10,580,752	20,936	\$ 804,746	9.69%	8.23%

CREDIT CARD USAGE BY LOT & AVERAGE FEE

CREDIT CARDS	AMERICAN EXPRESS		VISA - MASTERCARD		DISCOVER CARD	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
P1 - (GREEN)	11,495	\$ 710,887	33,704	\$ 824,810	719	\$ 13,541
P2 - (BLUE)	6,862	\$ 211,079	37,184	\$ 614,850	1,101	\$ 16,548
P3 - (RED)	5,751	\$ 386,063	22,118	\$ 556,038	453	\$ 8,064
P4 - (YELLOW)	8,513	\$ 783,708	17,442	\$ 935,497	320	\$ 14,424
P5 - (ORANGE)	2,763	\$ 171,283	9,724	\$ 245,386	209	\$ 4,938
P9 - (LONG TERM)	12,479	\$ 1,207,970	27,076	\$ 2,701,671	641	\$ 67,154
DIAL-UP	125	\$ 14,026	1,030	\$ 115,159	26	\$ 3,050
POF	7,985	\$ 387,402	28,555	\$ 569,649	799	\$ 17,553
TOTAL	55,973	\$ 3,872,419	176,833	\$ 6,563,060	4,268	\$ 145,272
NET FEES		\$ 92,359.61		\$ 142,637.28		
AVERAGE FEE PER TRANSACTION		\$ 1.65		\$ 0.81		
AVERAGE REVENUE PER TRANSACTION		\$ 69.18		\$ 37.04		
% FEE PER DOLLAR CHARGE		2.39%		2.18%		

***FOOTNOTE: DISCOVER FEES ARE INCLUDED IN VISA & MASTERCARD

CASH/CREDIT CARD/E-Z PASS & POF USAGE

	Master-2012		% OF AIRPORT TOTAL		AVG. FEE PER TRANSACTION
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	
CASH	609,490	6,343,364	46.87%	24.94%	
CREDIT CARD	198,903	9,606,146	15.30%	37.77%	\$ 1.23
E-Z PASS	454,523	8,507,410	34.96%	33.45%	\$ 0.59
POF	37,339	974,604	2.87%	3.83%	
TOTAL	1,300,255	\$ 25,431,525	100.00%	100.00%	

VOUCHERS REDEEM

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1 - (GREEN)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P2 - (BLUE)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P3 - (RED)	-	\$ -	60	\$ 1,917	60	\$ 1,917	#DIV/0!	#DIV/0!
P4 - (YELLOW)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P5 - (ORANGE)	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
TOTAL	-	\$ -	60	\$ 1,917	60	\$ 1,917	#DIV/0!	#DIV/0!

PREMIUM PARKING RESERVATIONS

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE
P1 - (GREEN)	-	\$ -	288	\$ 1,440	288	\$ 1,440	#DIV/0!	#DIV/0!
P2 - (BLUE)	-	\$ -	236	\$ 1,180	236	\$ 1,180	#DIV/0!	#DIV/0!
P3 - (RED)	-	\$ -	225	\$ 1,125	225	\$ 1,125	#DIV/0!	#DIV/0!
P4 - (YELLOW)	-	\$ -	406	\$ 2,030	406	\$ 2,030	#DIV/0!	#DIV/0!
P5 - (ORANGE)	-	\$ -	102	\$ 510	102	\$ 510	#DIV/0!	#DIV/0!
TOTAL	-	\$ -	1,257	\$ 6,285	1,257	\$ 6,285	#DIV/0!	#DIV/0!

FOOTNOTE: JFK-Premium Reserved Parking Program went into service on OCT-2011

POF TRANSACTION & REVENUE BY LOT

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1 - (GREEN)	2,521	\$ 39,045	4,190	\$ 64,854	1,669	\$ 25,809	66.20%	66.10%
P2 - (BLUE)	5,898	\$ 130,774	7,803	\$ 147,035	1,905	\$ 16,261	32.30%	12.43%
P3 - (RED)	2,217	\$ 55,272	4,644	\$ 91,641	2,427	\$ 36,369	109.47%	65.80%
P4 - (YELLOW)	8,886	\$ 334,788	13,585	\$ 540,123	4,699	\$ 205,335	52.88%	61.33%
P5 - (ORANGE)	4,491	\$ 83,895	7,117	\$ 130,951	2,626	\$ 47,056	58.47%	56.09%
TOTAL	24,013	\$ 643,774	37,339	\$ 974,604	13,326	\$ 330,830	55.49%	51.39%
% POF VS TOTAL AIRPORT	1.88%	2.66%	2.87%	3.87%				

BALANCE DUE ISSUED

TOTAL	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
	5,898	\$ 130,774	7,803	\$ 147,035	1,905	\$ 16,261	32.30%	12.43%

FOOTNOTE:

LOT SPACE CAPACITY

PARKING LOTS	REGULAR	HANDICAP	RESERVED	CAPACITY	CLOSED	REASON	AVAILABLE
P1 - (GREEN)	1,503	30	57	1,590	-	"	1,590
P2 - (BLUE)	2,022	57	42	2,121	-	"	2,121
P3 - (RED)	1,826	24	34	1,884	-	"	1,884
P4 - (YELLOW)	1,401	76	30	1,507	-	"	1,507
P5 - (ORANGE)	691	8	24	723	-	"	723
P9 - (LONG TERM)	6,525	24	0	6,549	-	"	6,549
CELL PHONE LOT (7 A)	375	-	0	375	-	"	375
SUB-TOTAL	14,343	219	187	14,749	-	"	14,749
LOT 8 - EMPLOYEE LOT	1,684	18	0	1,702	-	"	1,702
TOTAL	16,027	237	187	16,451	-	"	16,451

FOOTNOTE: Lot 7 (760 Spaces being utilized by Delta Employees) Lot 7A (Currently being used as "Cell Phone Lot") Lot 7B (674 Spaces for Overflow Parking)

LPJ DAILY AVERAGE

	Master-2011	Master-2012	VARIANCE	% VARIANCE
	1,482	3,666	2,184	147.4%

AVERAGE TICKET PRICE/DURATION PER LOT & % OCCUPANCY

PARKING LOTS	Master-2011		Master-2012		% VARIANCE AVG PER TICKET	% occupancy @ 3pm @ 3PM
	AVG PER TICKET	AVG STAY	AVG PER TICKET	AVG STAY		
Lot # 1 (Green Lot)	\$ 13.37	2Hrs /2¼Hrs	\$ 14.16	2Hrs /2¼Hrs	5.87%	46.25%
Lot # 2 (Blue Lot)	\$ 10.61	1½Hrs/2Hrs	\$ 10.44	1½Hrs/2Hrs	-1.50%	68.50%
Lot # 3 (Red Lot)	\$ 15.99	2½Hrs/3Hrs	\$ 14.91	2½Hrs/3Hrs	-6.77%	61.75%
Lot # 4 (Yellow Lot)	\$ 30.52	5Hrs/24Hrs	\$ 31.94	5Hrs/24Hrs	4.65%	46.75%
Lot # 5 (Orange Lot)	\$ 12.09	1½Hrs/2Hrs	\$ 11.97	1½Hrs/2Hrs	-1.02%	44.75%
Lot # 9 (Long Term)	\$ 94.19	5Days/ 0Hrs	\$ 94.09	5Days/ 0Hrs	-0.10%	51.25%
TOTAL	\$ 18.97	3Hrs /3¼Hrs	\$ 19.42	3Hrs /3¼Hrs	2.35%	26.60%

LOT SATURATION

PARKING LOTS	DATE	TIME CLOSED	TIME OPENED	REMARK
Lot # 1 (Green Lot)	Apr-01 thru Apr-30	None	None	" " "
Lot # 2 (Blue Lot)	"	None	None	" " "
Lot # 3 (Red Lot)	"	None	None	" " "
Lot # 4 (Yellow Lot)	"	None	None	" " "
Lot # 5 (Orange Lot)	"	None	None	" " "
Lot # 9 (Long Term)	"	None	None	" " "

**Footnote:

EXCEPTION & NON-REVENUE BY TYPE

NON-REVENUE	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
PA OFFICIAL BUSINESS PASS	679	\$ 12,994	665	\$ 12,642	(14)	\$ (352)	-2.06%	
PA EMPLOYEE PERSONAL PASS	92	\$ 2,748	-	\$ -	(92)	\$ (2,748)	-100.00%	
COUPON # 0	1,512	\$ 44,732	1,772	\$ 51,402	260	\$ 6,670	17.20%	14.91%
DISCOUNT STAMPED TICKET	371	\$ 4,167	488	\$ 5,655	117	\$ 1,488	31.54%	35.71%
DIPLOMAT	5,959	\$ 56,214	6,070	\$ 56,799	111	\$ 585	1.86%	1.04%
PRESS PASS	428	\$ 10,277	434	\$ 9,804	6	\$ (473)	1.40%	-4.50%
SUB-TOTAL	9,041	\$ 131,132	9,429	\$ 136,302	388	\$ 5,170	4.29%	3.94%
HANDICAP	2,498	\$ 153,023	2,966	\$ 165,030	468	\$ 12,007	18.73%	7.85%
UNCOLLECTED FUND	24	\$ 460	37	\$ 2,149	13	\$ 1,689	54.17%	367.17%
RATE & TIME DISPUTE TRANSACTION	3,290	\$ 43,024	3,771	\$ 250,368	481	\$ 207,344	14.62%	481.93%
IMPOUND TRANSACTION	66	\$ 8,674	58	\$ 8,241	(8)	\$ (433)	-12.12%	-4.85%
SUB-TOTAL	5,878	\$ 205,181	6,832	\$ 425,788	954	\$ 220,607	16.23%	107.57%
LOST TICKET EXCEPTIONS								
STOLEN TICKET TRANSACTION	1,645	\$ 16,719	949	\$ 8,976	(696)	\$ (7,743)	-42.31%	-46.11%
MANUALLY ENTERED TICKET	21,173	\$ 455,632	15,612	\$ 500,218	(5,561)	\$ 44,586	-26.27%	9.79%
GRAND TOTAL	38,108	\$ 812,831	33,310	\$ 1,076,939	(4,798)	\$ 264,107	-12.49%	5.17%

LA GUARDIA AIRPORT - ABM PARKING SERVICES
MONTHLY SUMMARY REPORT - APRIL, 2012

PAID CARS VOLUME AND REVENUE BY LOT

PARKING LOTS	April-2011		April-2012		VARIANCE		% VARIANCE	
	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE
P1	4,730	\$ 192,517	6,043	\$ 280,574	1,313	\$ 88,057	27.76%	45.74%
P2 - GARAGE	57,475	\$ 1,460,342	55,457	\$ 1,530,002	(2,018)	\$ 69,660	-3.51%	4.77%
P3 - LONG TERM	6,265	\$ 621,838	6,648	\$ 681,495	383	\$ 59,657	6.11%	9.59%
P4	38,873	\$ 1,076,406	41,612	\$ 1,235,914	2,739	\$ 159,508	7.05%	14.82%
P5	14,279	\$ 601,622	13,116	\$ 570,048	(1,163)	\$ (31,574)	-8.14%	-5.15%
P6	3,185	\$ 139,905	3,148	\$ 145,011	(37)	\$ 5,106	-1.16%	3.65%
P7	639	\$ 48,171	655	\$ 40,255	16	\$ (7,916)	2.50%	-16.21%
SUB-TOTAL	125,446	\$ 4,140,801	126,679	\$ 4,483,299	1,233	\$ 342,498	0.98%	8.27%
IMPOUND COLLECTION		\$ 66		\$ 117		\$ 51		77.27%
ACCOUNTS RECEIVABLE COLLECTION		\$ 1,569		\$ 4,592		\$ 3,023		192.67%
METER PARKING		\$ 2,888		\$ 3,532		\$ 644		22.29%
LIMO REVENUE		\$ 3,789		\$ 3,773		\$ (16)		-0.42%
RESERVED PARKING FEES COLLECTION		\$ -		\$ 1,880		\$ 1,880		#DIV/0!
EMPLOYEE PARKING - SALES		\$ 13,100		\$ 12,600		\$ (500)		-3.82%
SUB-TOTAL - PUBLIC PARKING REVENUE		\$ 4,162,213		\$ 4,509,793		\$ 347,579		8.35%
EMPLOYEE PARKING - INVOICE		\$ 420,288		\$ 432,299		\$ 12,011		2.86%
GRAND TOTAL - PUBLIC/EMPLOYEE PARKING		\$ 4,582,501		\$ 4,942,092		\$ 359,590		7.85%

****FOOTNOTE: NEW PARKING RATES EFFECTIVE JUNE 1, 2009

SHORT TERM VS LONG TERM PAID CARS AND REVENUE

	April-2011		April-2012		VARIANCE		% VARIANCE	
	SHORT-TERM	LONG-TERM	SHORT-TERM	LONG-TERM	PAID CARS	REVENUE	PAID CARS	REVENUE
PAID CARS	112,123	\$ 13,323	111,120	\$ 15,559	(1,003)	\$ 2,236	-0.89%	16.78%
REVENUE	2,326,661	\$ 1,833,917	2,353,710	\$ 2,129,886	27,049	\$ 295,969	1.16%	16.14%

TRANSACTIONS AND REVENUE COLLECTED BY TYPE

TRANSACTION TYPE	April-2011		April-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CASH/CHECKS	36,548	\$ 370,203	32,843	\$ 374,339	(3,705)	\$ 4,136	-10.14%	1.12%
CREDIT CARDS	30,354	\$ 2,046,858	32,836	\$ 2,228,768	2,482	\$ 181,910	8.18%	8.89%
E-Z PASS	52,380	\$ 1,428,846	53,698	\$ 1,550,312	1,318	\$ 121,466	2.52%	8.50%
POF	6,164	\$ 294,894	7,302	\$ 329,880	1,138	\$ 34,986	18.46%	11.86%
COMPLIMENTARY	11,128	\$ -	11,455	\$ -	327	\$ -	2.94%	
NON-REVENUE	7,122	\$ -	3,240	\$ -	(3,882)	\$ -	-54.51%	
IMPOUND VEHICLES		\$ 66		\$ 117		\$ 51		77.27%
ACCOUNTS RECEIVABLE COLLECTION		\$ 1,569		\$ 4,592		\$ 3,023		192.67%
METER PARKING		\$ 2,888		\$ 3,532		\$ 644		22.29%
LIMO REVENUE		\$ 3,789		\$ 3,773		\$ (16)		-0.42%
RESERVED PARKING FEES COLLECTION		\$ -		\$ 1,880		\$ 1,880		#DIV/0!
EMPLOYEE PARKING - SALES		\$ 13,100		\$ 12,600		\$ (500)		-3.82%
GRAND TOTAL	143,696	\$ 4,162,213	141,374	\$ 4,509,793	(2,322)	\$ 347,579	-1.62%	8.35%

UNMANNED LANE TRANSACTIONS AND REVENUE COLLECTED

TRANSACTION TYPE	April-2011		April-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CREDIT CARDS	3,386	\$ 111,204	3,291	\$ 104,085	(95)	\$ (7,119)	-2.81%	-6.40%
E-Z PASS	22,135	\$ 525,963	22,223	\$ 547,197	88	\$ 21,234	0.40%	4.04%
TOTAL	25,521	\$ 637,167	25,514	\$ 651,282	(7)	\$ 14,115	-0.03%	2.22%
% UNMANNED VS TOTAL AIRPORT	20.34%	15.39%	20.14%	14.53%				

E-Z PASS USAGE BY LOT & AVERAGE FEE

E-Z PASS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1	1,310	\$ 48,930	1,486	\$ 66,135	176	\$ 17,205	13.44%	35.16%
P2 - GARAGE	24,860	\$ 546,678	24,694	\$ 549,596	(166)	\$ 2,918	-0.67%	0.53%
P3 - LONG TERM	1,595	\$ 159,141	1,823	\$ 189,081	228	\$ 29,940	14.29%	18.81%
P4	18,779	\$ 443,205	19,910	\$ 510,147	1,131	\$ 66,942	6.02%	15.10%
P5	4,393	\$ 177,468	4,333	\$ 182,349	(60)	\$ 4,881	-1.37%	2.75%
P6	1,296	\$ 42,648	1,285	\$ 42,942	(11)	\$ 294	-0.85%	0.69%
P7	147	\$ 10,776	167	\$ 10,062	20	\$ (714)	13.61%	-6.63%
TOTAL	52,380	\$ 1,428,846	53,698	\$ 1,550,312	1,318	\$ 121,466	2.52%	8.50%
NET FEES		\$ 42,268.65		\$ 45,470.05		\$ 3,201		
AVERAGE FEE PER TRANSACTION		\$ 0.81		\$ 0.85		\$ 0.04		
AVERAGE REVENUE PER TRANSACTION		\$ 27.28		\$ 28.87		\$ 1.59		
% FEE PER DOLLAR CHARGE		2.96%		2.93%		-0.03%		

SUMMARY CREDIT CARD USAGE BY TYPE

CREDIT CARDS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
AMEX	13,988	\$ 1,074,509	14,751	\$ 1,126,771	763	\$ 52,262	5.45%	4.86%
MASTER CARD	8,702	\$ 508,307	9,496	\$ 557,212	794	\$ 48,905	9.12%	9.62%
VISA	13,395	\$ 732,871	15,399	\$ 845,954	2,004	\$ 113,083	14.96%	15.43%
DISCOVER	433	\$ 26,065	509	\$ 28,711	76	\$ 2,646	17.55%	10.15%
TOTAL	36,518	\$ 2,341,752	40,155	\$ 2,558,648	3,637	\$ 216,896	9.96%	9.26%

CREDIT CARD USAGE BY LOT & AVERAGE FEE

CREDIT CARDS	AMERICAN EXPRESS		VISA - MASTERCARD		DISCOVER CARD	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
P1	634	\$ 55,443	1,383	\$ 118,641	42	\$ 3,210
P2 - GARAGE	3,728	\$ 282,748	6,906	\$ 339,997	117	\$ 5,928
P3 - LONG TERM	1,299	\$ 131,214	2,782	\$ 290,472	69	\$ 7,357
P4	3,583	\$ 280,819	5,972	\$ 299,924	115	\$ 5,067
P5	1,887	\$ 140,251	2,282	\$ 139,736	65	\$ 3,192
P6	944	\$ 60,690	599	\$ 36,004	4	\$ 192
P7	255	\$ 15,591	185	\$ 12,033	2	\$ 258
POF	2,421	\$ 160,014	4,786	\$ 166,359	95	\$ 3,507
TOTAL	14,751	\$ 1,126,770	24,895	\$ 1,403,166	509	\$ 28,711
NET FEES		\$ 26,955.97		\$ 28,960.41		
AVERAGE FEE PER TRANSACTION		\$ 1.83		\$ 1.16		
AVERAGE REVENUE PER TRANSACTION		\$ 76.39		\$ 56.36		
% FEE PER DOLLAR CHARGE		2.39%		2.06%		

***FOOTNOTE:

DISCOVER FEES ARE INCLUDED IN VISA & MASTERCARD

CASH/CREDIT CARD/E-Z PASS & POF USAGE

	April-2012		% OF AIRPORT TOTAL		AVG. FEE PER TRANSACTION
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	
CASH	32,843	400,833	25.93%	8.94%	
CREDIT CARD	32,836	2,228,768	25.92%	49.71%	\$ 1.50
E-Z PASS	53,698	1,550,312	42.39%	34.58%	\$ 0.85
POF	7,302	329,880	5.76%	7.36%	
TOTAL	126,679	\$ 4,509,793	100.00%	100.59%	

VOUCHERS REDEEM

PARKING LOTS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1	544	\$ 67,203	1,325	\$ 145,440	781	\$ 78,237	143.57%	116.42%
P2 - GARAGE	-	\$ -	23	\$ 2,508	23	\$ 2,508	#DIV/0!	#DIV/0!
P4	426	\$ 50,816	464	\$ 52,248	38	\$ 1,432	8.92%	2.82%
P5	-	\$ -	126	\$ 14,163	126	\$ 14,163	#DIV/0!	#DIV/0!
P7	206	\$ 24,561	-	\$ -	(206)	\$ (24,561)	-100.00%	-100.00%
TOTAL	1,176	\$ 142,580	1,938	\$ 214,359	762	\$ 71,779	64.80%	50.34%

PREMIUM PARKING RESERVATIONS

PARKING LOTS	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE
P2 - GARAGE		\$ -	256	\$ 1,280	256	\$ 1,280	#DIV/0!	#DIV/0!
P4		\$ -	253	\$ 1,265	253	\$ 1,265	#DIV/0!	#DIV/0!
TOTAL		\$ -	509	\$ 2,545	509	\$ 2,545	#DIV/0!	#DIV/0!

Footnote: LGA-Premium Reserved Parking Program went into service on July-2011

POF TRANSACTION & REVENUE BY LOT

PARKING LOTS	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P2 - GARAGE	3,858	\$ 175,797	4,684	\$ 210,629	826	\$ 34,832	21.41%	19.81%
P3 - LONG TERM	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P4	1,073	\$ 49,881	1,332	\$ 52,255	259	\$ 2,374	24.14%	4.76%
P5	1,233	\$ 69,216	1,286	\$ 66,996	53	\$ (2,220)	4.30%	-3.21%
P6	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P7	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
TOTAL	6,164	\$ 294,894	7,302	\$ 329,880	1,138	\$ 34,986	18.46%	11.86%
% POF VS TOTAL AIRPORT		4.91%		7.12%		5.76%		7.36%

BALANCE DUE ISSUED

	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
	5	\$ 485	4	\$ 150	(1)	\$ (335)	-20.00%	-68.07%

FOOTNOTE:

LOT SPACE CAPACITY

PARKING LOTS	REGULAR	HANDICAP	RESERVED	CAPACITY	CLOSED	REASON	AVAILABLE
P1	432	9	0	441	-		441
P2 - GARAGE	2,689	104	56	2,849	160	LIME (MATERIAL)	2,689
P3 - LONG TERM	903	18	0	921	-		921
P4	1,368	20	53	1,441	26	CONSTRUCTION	1,415
P5	865	22	0	887	18	CONSTRUCTION	869
P6	177	6	0	183	-		183
P7	262	7	0	269	-		269
SUB-TOTAL	6,696	186	109	6,991	204		6,787
METER PARKING	52	3	0	55	-		55
LOT 10E - EMPLOYEE LOT	1,686	32	0	1,718	26	PA CLOSURE	1,692
TOTAL	8,434	221	109	8,764	230		8,534

FOOTNOTE:

LPI DAILY AVERAGE

	April-2011	April-2012	VARIANCE	% VARIANCE
	2,690	2,698	8	0.3%

AVERAGE TICKET PRICE/DURATION PER LOT & % OCCUPANCY

PARKING LOTS	April-2011		April-2012		% VARIANCE	% occupancy @ 3pm
	AVG PER TICKET	AVG STAY	AVG PER TICKET	AVG STAY		
P1	\$ 40.70	1Days /1½Hrs	\$ 46.43	1Days /2½ Hrs	14.07%	79.10%
P2 - GARAGE	\$ 25.41	4Hrs/4½ Hrs	\$ 27.59	4½ Hrs/5Hrs	8.58%	64.96%
P3 - LONG TERM	\$ 99.26	3Days /0 Hrs	\$ 102.51	4Days /0Hrs	3.28%	97.74%
P4	\$ 27.69	4½ Hrs/5Hrs	\$ 29.70	4½ Hrs/5Hrs	7.26%	83.26%
P5	\$ 42.13	1Days /1½Hrs	\$ 43.46	1Days /1½ Hrs	3.15%	71.74%
P6	\$ 43.93	1Days/2 Hrs	\$ 46.06	1Days/2½ Hrs	4.87%	81.78%
P7	\$ 75.38	2Days /1½Hrs	\$ 61.46	1Days/5Hrs	-18.47%	35.88%
TOTAL	\$ 33.01	5Hrs/5½ Hrs	\$ 35.39	1Days/½Hrs	7.22%	73.49%

LOT SATURATION

PARKING LOTS	DATE	TIME CLOSED	TIME OPENED	REMARK
P1	Apr-01 thru Apr-30	None	None	
P2 - GARAGE	"	5:00 AM	5:00 AM	Level 1 (Closed To The Public)
P3 - LONG TERM	"	12:00 AM	12:00 AM	Open Intermittently Due To Available Of Spaces.
P4	"	None	None	
P5	"	None	None	
P6	"	7:25 AM	7:25 AM	Open Intermittently Due To Available Of Spaces.
P7	"	None	None	

****Footnote: Level # 1 is closed to avoid Long Term Parking user.****

EXCEPTION & NON-REVENUE BY TYPE

	April-2011		April-2012		VARIANCE		% VARIANCE	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
NON-REVENUE								
PA OFFICIAL BUSINESS PASS	76	\$ 1,542	12	\$ 2,532	(64)	\$ 990	-84.21%	64.20%
PA EMPLOYEE PASS	7	\$ 516	5	\$ 744	(2)	\$ 228	-28.57%	44.19%
DISCOUNT STAMPED TICKET	18	\$ 138	8	\$ 60	(10)	\$ (78)	-55.56%	-56.52%
NON-REVENUE E-Z PASS/PIN #	138	\$ 6,252	149	\$ 3,378	11	\$ (2,874)	7.97%	-45.97%
DIPLOMAT	106	\$ 729	113	\$ 729	7	\$ -	6.60%	0.00%
PRESS PASS	51	\$ 1,167	68	\$ 1,542	17	\$ 375	33.33%	32.13%
CONSTRUCTION	1	\$ 3	26	\$ 705	25	\$ 702	2500.00%	23400.00%
US GOVERNMENT	33	\$ 855	40	\$ 954	7	\$ 99	21.21%	11.58%
PHONE COMPANY	3	\$ 45	2	\$ 9	(1)	\$ (36)	-33.33%	-80.00%
TOW TRUCK	10	\$ 60	7	\$ 111	(3)	\$ 51	-30.00%	85.00%
MISCELLANEOUS	35	\$ 2,850	41	\$ 5,118	6	\$ 2,268	17.14%	79.58%
SUB-TOTAL	478	\$ 14,157	471	\$ 15,882	7	\$ 1,725	-1.95%	12.18%
HANDICAP	216	\$ 11,013	244	\$ 12,468	28	\$ 1,455	12.96%	13.21%
UNCOLLECTED FUND	5	\$ 485	4	\$ 150	(1)	\$ (335)	-20.00%	-50.07%
RATE & TIME DISPUTE TRANSACTION	154	\$ 4,494	371	\$ 12,615	217	\$ 8,121	140.91%	180.71%
IMPOUND TRANSACTION	2	\$ 66	5	\$ 117	3	\$ 51	150.00%	77.27%
SUB-TOTAL	377	\$ 16,058	624	\$ 25,350	247	\$ 9,292	65.52%	57.87%
LOST TICKET EXCEPTIONS								
SUB-TOTAL	806	\$ 51,186	958	\$ 16,404	312	\$ 11,782	38.71%	-67.95%
STOLEN TICKET TRANSACTION	41	\$ 6	33	\$ 6	(8)	\$ -	-19.51%	0.00%
MANUALLY ENTERED TICKET	1,434	\$ 84,567	1,506	\$ 88,845	72	\$ 4,278	5.02%	5.06%
SUB-TOTAL	1,475	\$ 84,573	1,539	\$ 88,851	64	\$ 4,278	4.34%	5.06%
GRAND TOTAL	3,136	\$ 165,974	3,592	\$ 146,487	616	\$ (19,487)	19.64%	-11.74%

LA GUARDIA AIRPORT - ABM PARKING SERVICES
MONTHLY SUMMARY REPORT - MASTER, 2012

PAID CARS VOLUME AND REVENUE BY LOT

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE	PAID CARS	REVENUE
P1	15,630	\$ 601,234	17,201	\$ 690,683	1,571	\$ 89,449	10.05%	14.88%
P2 - GARAGE	213,901	\$ 5,492,001	211,928	\$ 5,599,830	(1,973)	\$ 107,829	-0.92%	1.96%
P3 - LONG TERM	23,525	\$ 2,306,899	25,357	\$ 2,501,187	1,832	\$ 194,288	7.79%	8.42%
P4	139,694	\$ 3,737,331	146,603	\$ 4,019,717	6,909	\$ 282,386	4.95%	7.56%
P5	49,295	\$ 2,063,758	47,052	\$ 2,088,904	(2,243)	\$ 25,146	-4.55%	1.22%
P6	11,465	\$ 501,757	11,536	\$ 523,209	71	\$ 21,452	0.62%	4.28%
P7	1,652	\$ 108,306	1,531	\$ 87,864	(121)	\$ (20,442)	-7.32%	-13.67%
SUB-TOTAL	455,162	\$ 14,811,286	461,208	\$ 15,511,394	6,046	\$ 700,108	1.33%	4.73%
IMPOUND COLLECTION		\$ 405		\$ 2,760		\$ 2,355		581.48%
ACCOUNTS RECEIVABLE COLLECTION		\$ 3,120		\$ 13,327		\$ 10,207		327.15%
METER PARKING		\$ 8,908		\$ 10,312		\$ 1,404		15.76%
LIMO REVENUE		\$ 54,739		\$ 54,173		\$ (566)		-1.03%
RESERVED PARKING FEES COLLECTION		\$ 7,399		\$ 10,834		\$ 3,435		46.42%
EMPLOYEE PARKING - SALES		\$ 13,100		\$ 16,728		\$ 3,628		27.70%
SUB-TOTAL - PUBLIC PARKING REVENUE		\$ 14,898,957		\$ 15,619,528		\$ 720,571		4.84%
EMPLOYEE PARKING - INVOICE		\$ 1,760,274		\$ 1,752,239		\$ (8,035)		-0.46%
GRAND TOTAL - PUBLIC/EMPLOYEE PARKING		\$ 16,659,231		\$ 17,371,767		\$ 712,536		4.28%

****FOOTNOTE: NEW PARKING RATES EFFECTIVE JUNE 1, 2009

SHORT TERM VS LONG TERM PAID CARS AND REVENUE

	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	SHORT-TERM	LONG-TERM	SHORT-TERM	LONG-TERM	PAID CARS	REVENUE	PAID CARS	REVENUE
PAID CARS	408,120	\$ 47,042	410,811	\$ 50,397	2,691	\$ 3,355	0.66%	7.13%
REVENUE	8,404,287	\$ 6,492,827	8,678,215	\$ 6,833,476	273,928	\$ 340,649	3.26%	5.25%

TRANSACTIONS AND REVENUE COLLECTED BY TYPE

TRANSACTION TYPE	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CASH/CHECKS	131,298	\$ 1,300,825	122,358	\$ 1,301,390	(8,940)	\$ 565	-6.81%	0.04%
CREDIT CARDS	109,371	\$ 7,354,557	115,585	\$ 7,634,621	6,214	\$ 280,064	5.68%	3.81%
E-Z PASS	192,823	\$ 5,134,386	197,661	\$ 5,402,299	4,838	\$ 267,913	2.51%	5.22%
POF	21,670	\$ 1,021,518	25,604	\$ 1,173,084	3,934	\$ 151,566	18.15%	14.84%
COMPLIMENTARY	43,070	\$ -	42,647	\$ -	(423)	\$ -	-0.98%	-
NON-REVENUE	26,490	\$ -	24,688	\$ -	(1,802)	\$ -	-6.80%	-
IMPOUND VEHICLES		\$ 405		\$ 2,760		\$ 2,355		581.48%
ACCOUNTS RECEIVABLE COLLECTION		\$ 3,120		\$ 13,327		\$ 10,207		327.15%
METER PARKING		\$ 8,908		\$ 10,312		\$ 1,404		15.76%
LIMO REVENUE		\$ 54,739		\$ 54,173		\$ (566)		-1.03%
RESERVED PARKING FEES COLLECTION		\$ 7,399		\$ 10,834		\$ 3,435		46.42%
EMPLOYEE PARKING - SALES		\$ 13,100		\$ 16,728		\$ 3,628		27.70%
GRAND TOTAL	524,722	\$ 14,898,957	528,543	\$ 15,619,528	3,821	\$ 720,571	0.73%	4.84%

UNMANNED LANE TRANSACTIONS AND REVENUE COLLECTED

TRANSACTION TYPE	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE	COUNT	REVENUE
CREDIT CARDS	11,990	\$ 638,110	11,811	\$ 378,645	(179)	\$ (259,465)	-1.48%	-40.86%
E-Z PASS	81,413	\$ 1,686,671	82,516	\$ 1,955,898	1,103	\$ 269,227	1.35%	15.96%
TOTAL	93,403	\$ 2,324,781	94,327	\$ 2,334,543	924	\$ 9,762	0.99%	0.42%
% UNMANNED VS TOTAL AIRPORT	20.52%	15.70%	20.45%	15.05%				

E-Z PASS USAGE BY LOT & AVERAGE FEE

E-Z PASS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1	4,223	\$ 148,692	4,640	\$ 174,795	417	\$ 26,103	9.87%	17.56%
P2 - GARAGE	93,608	\$ 2,052,274	94,441	\$ 2,081,963	833	\$ 29,689	0.89%	1.45%
P3 - LONG TERM	6,037	\$ 600,504	6,829	\$ 688,441	792	\$ 87,937	13.12%	14.64%
P4	68,241	\$ 1,542,612	71,197	\$ 1,652,467	2,956	\$ 109,855	4.33%	7.12%
P5	15,653	\$ 608,036	15,638	\$ 634,788	(15)	\$ 26,752	-0.10%	4.40%
P6	4,647	\$ 155,643	4,550	\$ 149,319	(97)	\$ (6,324)	-2.09%	-4.06%
P7	414	\$ 26,625	366	\$ 20,526	(48)	\$ (6,099)	-11.59%	-22.91%
TOTAL	192,823	\$ 5,134,386	197,661	\$ 5,402,299	4,838	\$ 267,913	2.51%	5.22%
NET FEES		\$ 152,462.53		\$ 159,765.11		\$ 7,303		
AVERAGE FEE PER TRANSACTION		\$ 0.79		\$ 0.81		\$ 0.02		
AVERAGE REVENUE PER TRANSACTION		\$ 26.63		\$ 27.33		\$ 0.70		
% FEE PER DOLLAR CHARGE		2.97%		2.96%		-0.01%		

SUMMARY CREDIT CARD USAGE BY TYPE

CREDIT CARDS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
AMEX	50,816	\$ 3,902,659	53,452	\$ 4,119,385	2,636	\$ 216,726	5.19%	5.55%
MASTER CARD	30,714	\$ 1,806,316	33,296	\$ 1,874,565	2,582	\$ 68,249	8.41%	3.78%
VISA	47,850	\$ 2,575,410	52,685	\$ 2,756,380	4,835	\$ 180,970	10.10%	7.03%
DISCOVER	1,661	\$ 91,690	1,788	\$ 97,540	127	\$ 5,850	7.65%	6.38%
TOTAL	131,041	\$ 8,376,075	141,221	\$ 8,847,870	10,180	\$ 471,795	7.77%	5.63%

CREDIT CARD USAGE BY LOT & AVERAGE FEE

CREDIT CARDS	AMERICAN EXPRESS		VISA - MASTERCARD		DISCOVER CARD	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
P1	1,790	\$ 149,330	3,481	\$ 265,279	101	\$ 7,515
P2 - GARAGE	13,953	\$ 1,064,983	25,651	\$ 1,169,219	447	\$ 20,423
P3 - LONG TERM	5,203	\$ 506,484	10,424	\$ 1,047,868	253	\$ 25,720
P4	13,041	\$ 967,969	19,945	\$ 913,362	401	\$ 18,427
P5	6,460	\$ 544,352	7,295	\$ 505,639	193	\$ 9,657
P6	3,656	\$ 231,648	2,209	\$ 124,826	25	\$ 1,665
P7	570	\$ 34,820	457	\$ 27,837	12	\$ 1,002
POF	8,779	\$ 579,798	16,518	\$ 576,594	355	\$ 13,131
TOTAL	53,452	\$ 4,079,384	85,980	\$ 4,630,624	1,787	\$ 97,540
NET FEES		\$ 97,773.27		\$ 96,097.97		
AVERAGE FEE PER TRANSACTION		\$ 1.83		\$ 1.12		
AVERAGE REVENUE PER TRANSACTION		\$ 76.32		\$ 53.87		
% FEE PER DOLLAR CHARGE		2.40%		2.07%		

***FOOTNOTE:

DISCOVER FEES ARE INCLUDED IN VISA & MASTERCARD

CASH/CREDIT CARD/E-Z PASS & POF USAGE

	Master-2012		% OF AIRPORT TOTAL		AVG. FEE PER TRANSACTION
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	
CASH	122,358	1,409,524	26.53%	9.09%	
CREDIT CARD	115,585	7,634,621	25.06%	49.22%	\$ 1.47
E-Z PASS	197,661	5,402,299	42.86%	34.83%	\$ 0.81
POF	25,604	1,173,084	5.55%	7.56%	
TOTAL	461,208	\$ 15,619,528	100.00%	100.70%	

VOUCHERS REDEEM

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1	1,421	\$ 169,831	2,809	\$ 289,356	1,388	\$ 119,525	97.68%	70.38%
P2 - GARAGE	-	\$ -	23	\$ 2,508	23	\$ 2,508	#DIV/0!	#DIV/0!
P4	790	\$ 98,178	708	\$ 79,553	(82)	\$ (18,625)	-10.38%	-18.97%
P5	-	\$ -	139	\$ 15,375	139	\$ 15,375	#DIV/0!	#DIV/0!
P7	255	\$ 29,493	-	\$ -	(255)	\$ (29,493)	-100.00%	-100.00%
TOTAL	2,466	\$ 297,502	3,679	\$ 386,792	1,213	\$ 89,290	49.19%	30.01%

PREMIUM PARKING RESERVATIONS

PARKING LOTS	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE	RESERVATIONS	REVENUE
P2 - GARAGE	-	\$ -	795	\$ 3,975	795	\$ 3,975	#DIV/0!	#DIV/0!
P4	-	\$ -	742	\$ 3,710	742	\$ 3,710	#DIV/0!	#DIV/0!
TOTAL	-	\$ -	1,537	\$ 7,685	1,537	\$ 7,685	#DIV/0!	#DIV/0!

Footnote: LGA-Premium Reserved Parking Program went into service on July-2011

POF TRANSACTION & REVENUE BY LOT

PARKING LOTS	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
P1	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P2 - GARAGE	13,888	\$ 635,355	16,740	\$ 745,652	2,852	\$ 110,297	20.54%	17.36%
P3 - LONG TERM	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P4	3,476	\$ 157,989	4,189	\$ 175,366	713	\$ 17,377	20.51%	11.00%
P5	4,306	\$ 228,174	4,675	\$ 252,066	369	\$ 23,892	8.57%	10.47%
P6	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
P7	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
TOTAL	21,670	\$ 1,021,518	25,604	\$ 1,173,084	3,934	\$ 151,566	18.15%	14.84%
% POF VS TOTAL AIRPORT	4.76%	6.90%	5.55%	7.56%				

BALANCE DUE ISSUED

	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE	TRANSACTION	REVENUE
	34	\$ 2,402	21	\$ 939	(13)	\$ (1,463)	-38.24%	-60.91%

FOOTNOTE:

LOT SPACE CAPACITY

PARKING LOTS	REGULAR	HANDICAP	RESERVED	CAPACITY	CLOSED	REASON	AVAILABLE
P1	432	9	0	441	-		441
P2 - GARAGE	2,689	104	56	2,849	160	LIME (MATERIAL)	2,689
P3 - LONG TERM	903	18	0	921	-		921
P4	1,368	20	53	1,441	26	CONSTRUCTION	1,415
P5	865	22	0	887	18	CONSTRUCTION	869
P6	177	6	0	183	-		183
P7	262	7	0	269	-		269
SUB-TOTAL	6,696	186	109	6,991	204		6,787
METER PARKING	52	3	0	55	-		55
LOT 10E - EMPLOYEE LOT	1,686	32	0	1,718	26	PA CLOSURE	1,692
TOTAL	8,434	221	109	8,764	230		8,534

FOOTNOTE:

LPI DAILY AVERAGE

Master-2011	Master-2012	VARIANCE	% VARIANCE
8,839	9,258	419	4.7%

AVERAGE TICKET PRICE/DURATION PER LOT & OCCUPANCY

PARKING LOTS	Master-2011		Master-2012		% VARIANCE	% occupancy @ 3pm
	AVG PER TICKET	AVG STAY	AVG PER TICKET	AVG STAY		
P1	\$ 38.47	1Days/1½Hrs	\$ 40.15	1Days/2½ Hrs	4.39%	51.03%
P2 - GARAGE	\$ 25.68	4Hrs/4½ Hrs	\$ 26.42	4½ Hrs/5Hrs	2.91%	60.74%
P3 - LONG TERM	\$ 98.06	3Days/0 Hrs	\$ 98.64	4Days/0Hrs	0.59%	90.61%
P4	\$ 26.75	4½ Hrs/5Hrs	\$ 27.42	4½ Hrs/5Hrs	2.49%	69.32%
P5	\$ 41.87	1Days/1½Hrs	\$ 44.40	1Days/1½ Hrs	6.04%	66.66%
P6	\$ 43.76	1Days/2 Hrs	\$ 45.35	1Days/2½ Hrs	3.63%	71.70%
P7	\$ 65.56	2Days/1½Hrs	\$ 57.39	1Days/5Hrs	-12.46%	29.12%
TOTAL	\$ 32.54	5Hrs/5½ Hrs	\$ 33.63	1Days/½Hrs	3.35%	31.37%

LOT SATURATION

PARKING LOTS	DATE	TIME CLOSED	TIME OPENED	REMARK
P1	"	None	None	"
P2 - GARAGE	"	5:00 AM	5:00 AM	"
P3 - LONG TERM	"	12:00 AM	12:00 AM	"
P4	"	None	None	"
P5	"	None	None	"
P6	"	7:25 AM	7:25 AM	"
P7	"	None	None	"

****Footnote: Level # 1 is closed to avoid Long Term Parking user.****

EXCEPTION & NON-REVENUE BY TYPE

	Master-2011		Master-2012		VARIANCE		% VARIANCE	
	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT	TRANSACTION	AMOUNT
NON-REVENUE								
PA OFFICIAL BUSINESS PASS	301	\$ 5,682	350	\$ 9,270	49	\$ 3,588	16.28%	63.15%
PA EMPLOYEE PASS	22	\$ 1,785	18	\$ 1,461	(4)	\$ (324)	-18.18%	-18.15%
DISCOUNT STAMPED TICKET	49	\$ 477	37	\$ 240	(12)	\$ (237)	-24.49%	-49.69%
NON-REVENUE E-Z PASS/PIN #	1,183	\$ 26,886	666	\$ 15,369	(517)	\$ (11,517)	-43.70%	-42.84%
DIPLOMAT	378	\$ 2,811	409	\$ 2,904	31	\$ 93	8.20%	3.31%
PRESS PASS	204	\$ 4,758	192	\$ 4,680	(12)	\$ (78)	-5.88%	-1.64%
CONSTRUCTION	1	\$ 3	91	\$ 3,258	90	\$ 3,255	9000.00%	108500.00%
US GOVERNMENT	204	\$ 5,751	167	\$ 4,527	(37)	\$ (1,224)	-18.14%	-21.28%
PHONE COMPANY	20	\$ 195	15	\$ 153	(5)	\$ (42)	-25.00%	-21.54%
TOW TRUCK	25	\$ 255	22	\$ 159	(3)	\$ (96)	-12.00%	-37.65%
MISCELLANEOUS	89	\$ 8,814	135	\$ 11,027	46	\$ 2,213	51.69%	25.11%
SUB-TOTAL	2,476	\$ 57,417	2,102	\$ 53,048	(374)	\$ (4,369)	-15.13%	-7.51%
HANDICAP	787	\$ 39,600	790	\$ 38,883	3	\$ (717)	0.38%	-1.81%
UNCOLLECTED FUND	33	\$ 2,403	42	\$ 1,310	9	\$ (1,093)	27.27%	-45.45%
RATE & TIME DISPUTE TRANSACTION	575	\$ 19,161	859	\$ 22,836	284	\$ 3,675	49.39%	19.18%
IMPOUND TRANSACTION	9	\$ 405	13	\$ 2,652	4	\$ 2,247	44.44%	554.81%
SUB-TOTAL	1,404	\$ 61,569	1,704	\$ 65,681	300	\$ 4,112	21.37%	6.68%
LOST TICKET EXCEPTIONS								
SUB-TOTAL	5,398	\$ 384,309	5,667	\$ 195,749	1,013	\$ (228,560)	18.77%	-49.06%
STOLEN TICKET TRANSACTION	1,066	\$ -	1,067	\$ -	1	\$ -	0.09%	#DIV/0!
MANUALLY ENTERED TICKET	161	\$ -	344	\$ -	183	\$ -	113.66%	#DIV/0!
SUB-TOTAL	1,227	\$ -	1,411	\$ -	184	\$ -	15.00%	#DIV/0!
GRAND TOTAL	10,505	\$ 503,295	10,884	\$ 314,478	1,123	\$ (188,817)	10.69%	-37.52%

THE PORT AUTHORITY OF NY & NJ

John F. Kennedy
INTERNATIONAL AIRPORT

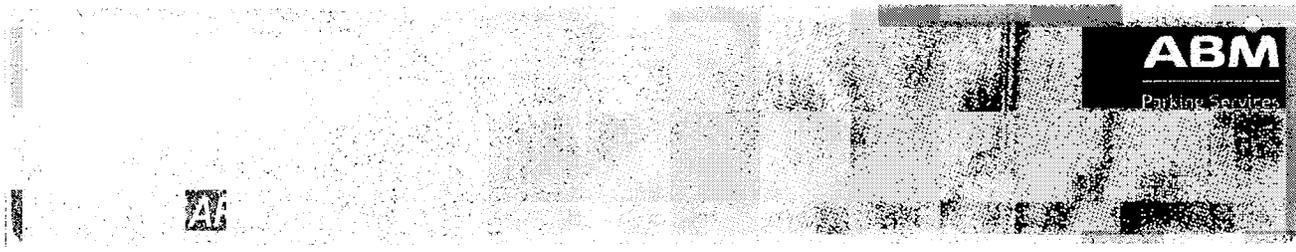
LaGuardia
AIRPORT

Newark Liberty
INTERNATIONAL AIRPORT

Stewart
INTERNATIONAL AIRPORT

ABM
Parking Services

GREEN CARE



The green initiatives that are taking flight in so many industries have made their way into the business of parking and transportation management. ABM Parking Services views this development as a plus on two levels. Converting to greener operations is good for the environment. But it is also good for the bottom line, as reduced energy consumption and other green initiatives can conserve a significant amount of revenue over time. This will only increase as the public's environmental consciousness increases.

ABM Parking Services is now able to implement the following Green Care programs at the PANYNJ Airports.

- Purchase recycled products such as recycled paper, recycled toner cartridges, recycled cardboard boxes for storage, recycled floor mats, etc.
- Place recycling containers throughout the parking facilities, as well as offices / cashiering areas for refuse paper, aluminum cans and plastic bottles.
- Our corporate policy requires that all internal documents be printed in "duplex" mode, which prints information on both sides of the paper, eliminating paper usage by 25% overall.
- ABM's automated payroll system eliminates the need for time cards.
- Procure shuttles and service vehicles that are Hybrids or run on alternative fuels such as Propane or CNG.
- Purchase environmentally friendly cleaning products.
- Purchase Energy Star certified equipment and appliances when possible. Replace all old CRT units with LCD computer monitors.
- Install programmable thermostats for offices and cashiering areas. Programmable thermostats will reduce the amount of energy consumed after hours and on weekends.
- Install motion sensitive light switches in the parking office and storage areas. Motion sensitive switches will automatically shut off



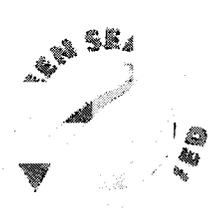
ABM Parking Services is a Platinum Level Partner with the Green Parking Council.



lights if there is no movement in the room for a specified period of time.

- Install compact fluorescent light bulbs where possible.

ABM Parking Services has implemented our new Green Update program. Each month, all ABM employees will receive a Green Update via email or on the office bulletin board. The Green Update contains tips that our employees can utilize at work as well as home to help save the environment and save money.

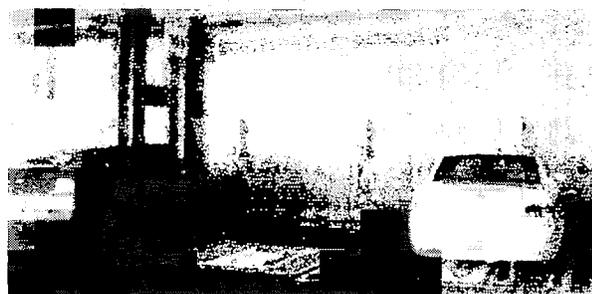


In addition to these relatively inexpensive green solutions, there are other programs that will require an initial capital investment, but will net a significant return over time. These include:

Upgraded Lighting

A quick assessment by our sister company, ABM Energy Services, can be made at the PANYNJ Parking Facilities. While some savings may be obtained by upgrading the lighting in some or all of the facilities, even greater energy savings may be possible by upgrading all light fixtures to the new LED lighting system. LED lighting is much brighter than normal bulbs, does not dim with decreases in temperature, lasts thousands of hours longer, does not require regular replacement of ballasts, and uses a fraction of the energy normal light fixtures use.

Electrical Vehicle Charging Stations

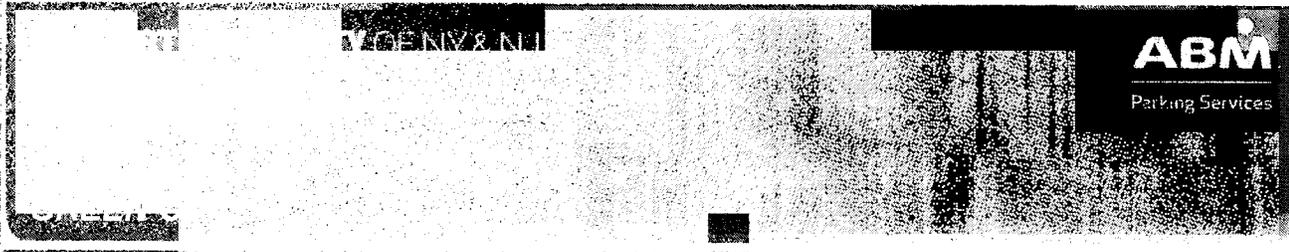


The PANY&NJ is already ahead of the curve when it comes to electric vehicle charging stations with multiple units. If there becomes a need for additional charging stations, ABM Parking Services and our sister company, ABM Energy can help.

ABM Energy has installed hundreds of EV charging stations at parking garages, corporate offices, city, state and county buildings, public parking areas, auto dealers, apartment complexes and homes. We've installed charging stations for organizations such as SAP, City of Laguna Beach, ABM Parking Services, City of Burbank, South Coast AQMD and more.

ABM Energy manages all aspects of your EV charging system installation, including site design options, permitting, calculating expected electric load, ROI, customer payment options, project management, and station provisioning. Most importantly, we carefully assess your short and long-term needs to ensure we provide you with the right solution, including the best EV charging stations from the best manufacturers.

We install charging stations that are compatible with all new electric vehicles including the Chevy Volt, Nissan Leaf, BMW ActiveE, Ford



Focus Electric, Toyota Prius Plug-in, Fisker and Tesla. Our certified electricians ensure your charging system is in compliance with local electric codes and automotive standards.

It may be practical to convert a number of parking spaces into charging stations for electrical vehicles. Charging fees to "plug in" would generate additional revenue.

THE PORT AUTHORITY OF NY & NJ

John F. Kennedy INTERNATIONAL AIRPORT LaGuardia AIRPORT Newark Liberty INTERNATIONAL AIRPORT Stewart INTERNATIONAL AIRPORT

ABM
Parking Services

SAMPLE EMPLOYEE NEWSLETTER

ABM PARKING SERVICES

THE SCOOP **ABM**

JUNE 2012—SERVING JFK-LGA-EWR

Building Value

SO THAT'S WHAT'S HAPPENING!

These last few months have brought many wonderful celebrations!

January started our New Year with our Annual Post Holiday Management Dinner on January 13th. Held at one of our favorite restaurants, the South Fin Grill in Staten Island, our management team from the tri-state airports enjoyed an evening away from the office.

In February the airports celebrated Valentine's Day with some candy and cupcakes - just the perfect amount of sweetness for such a sweet holiday.

With March came our Annual SIC Dinner - where our SIC's and Operations team can enjoy an evening at the wonderful

South Fin Grill. Several lucky team members walked away with either a blue-ray player, Kindle Fire or an iPod Shuffle that were raffled off throughout the evening.

Our Annual Employee of the Year Celebration kicked off at all three locations in April where we honored our employees of the month and had the gut wrenching task of choosing select employees as the Employee of the Year! See more inside about this event.

In May LaGuardia Airport was awarded the Port Authority 2011 Contractor of the Year Award for our mystery shop performance in 2011. LGA's team had a 99.9% pass rate with

the PA Shops for the second year in a row! On May 10th we hosted a luncheon for all in the conference room.

LGA Supervisor, (pictured below) Seudat Tamassar was also named Employee of the Year for Going Above and Beyond by the PA's Customer Care program for his part in helping an ill patron.



Many congratulations to our team at LaGuardia!

A FEW WORDS FROM MICHAEL JOSEPH

As I look back over the past year or so, I am so pleased to report that our parking operations have been performing at optimum levels!

While we can give some credit to a very mild winter; the fact of the matter is, the key to our successes have been our people.

Complaints are down, audits are great, and both the Port Authority and patrons have noted the performance of our employees!

I am so very proud when I take

part in events such as Employee of the Year. For the past seven years I have seen this event grow and flourish. Feedback from both our employees and the Port tells me that it is also one of the most enjoyable events we have.

I just want to mention that in 2012, Israel T. Smith (Smitty), a TA from EWR is celebrating 48 years, Leon Pearman from LGA 47 years, and Jose Rondon from JFK 44 years with the parking operations. Such dedication and loyalty to any organi-

zation is rare these days and I want to extend my admiration for their service.



Smitty

Leon Pearman

INSIDE THIS ISSUE:

LOCATION NEWS

EMPLOYEE OF THE YEAR!

EVENTS & TRAINING

MYSTERY SHOPS & EOM

A BIT OF FUN

*"True nobility is not about being better than anyone else its about being better than you used to be."
Dr. Wayne Dyer*

**JFK
HAPPENINGS**

With zombies running rampant in the world it's great to know we don't have any here! Our mystery shop numbers have improved considerably. From April of last year to May of this year, we have had 100% in our PA shops! Congratulations and keep up the excellent work. Our ASP shops have improved but we need to do better. Remember to greet, interact and thank each and every customer, each and every time.

Jason Bruce and Jose Ulahannan know this very well. They were awarded the EOY awards for 2011

for their outstanding professionalism and success in customer service. Their excellent service was rewarded with a lovely trophy and a check for \$500. April 27, 2012, every EOM from JFK along with LGA were honored with a luncheon at The Pine of Queens Restaurant with PANYNJ & ABM Management. Remember you can nominate your fellow employees or yourself for EOM.

Also on April 27 The US Space Shuttle Enterprise landed at JFK and was housed here for 6 weeks before boarding a barge and starting its journey to the Intrepid

where it will become part of the museum there.

Our Annual Milestone Luncheon will be held on June 8th where we will celebrate dedicated employees who have worked with us 10, 20, 25 and 30+ years. Mr. Jean Pierre St. Louis has been with the company for 30 years and Mr. Jose Rondon has been with us for 44 years. We are very thankful for employee who are dedicated to the company and exhibit exemplary performance each and every year.

Please check the bulletin boards for future events and discounts in the Plum benefits program.

**LGA
HAPPENINGS**

LGA has had many reasons to celebrate this quarter. Receiving the Port Authority 2011 Contractor of the Year Award for the best performance by our parking cashiers on Mystery Shops for the second year in a row is a outstanding achievement! LGA's Mystery Shop pass rate was 99.9% for all of 2011!! Keep up the terrific work team!!!

LGA joined JFK in honoring our employees of the month for 2011. We held a luncheon at the Pine of Queens Restaurant in April. And although a grueling task, we were

able to select one of our fine 12 employees of the month as our 2011 employee of the year. LGA selected Victor Fiesta, our Quality Assurance Manager, as our 2011 Employee of the Year presenting him with a trophy and check for \$500!!

LGA gears up to celebrate employee milestones with the parking operation on June 29th so make sure you congratulate a fellow team member celebrating their milestone this year.

There's been some operational changes to our airport this year - with the Premium Parking Reser-

vation Program kicking off at parking lots P2 and P4 for customers looking to save a space. As well as the Hybrid Vehicle Charging Stations in P2 ground levels.

As our airport undergoes construction look to ensure you are delivering the best service possible. This is the storm before the clearing as our airport looks to continue growing!



Lorna Slater Celebrates 25 Years!



Rafael Cruz &



Hugh White Celebrate 25 Years!

**EWR
HAPPENINGS**

We have been doing remarkably well on our mystery shops however, there is always room for improvement. I'm also delighted to report that we are doing exceptionally well with receiving commendation letters on behalf of our customers for the great service they have been receiving from our team members. Congratulations to everyone for a job well done and keep striving to give the best customer service possible, it's definitely not going unnoticed. Let's keep those mystery shop numbers high and those letters coming!

In April we held our EOY Lunch-

eon in the Waterford Ballroom at the Ramada Hotel for employees who received employee of the month for 2011. A special congratulations goes out to Sabrina Taylor, Akua Afriyie, and Joseph Reinhold Dossou. They, along with the recipients of LGA and JFK received an admirable trophy along with a \$500 check.

We're looking forward to our next event which is our Milestone Luncheon scheduled to take place June 7th. This year EWR will be honoring team members with 20 and 25 years of service. We are grateful to each and everyone for

their devotion and hard work in continuing to make this operation run efficiently.



We are still anticipating construction to come to an end in P6 but thank you for your continuous efforts in following procedure, as we wait for this project to come to an end.

**EMPLOYEE OF THE YEAR
LUNCHEON FOR 2012!**

**CONGRATULATIONS
TO ALL!**

EOY
JFK,
Jose
Ulahannan

EOY
LGA,
Victor
Fiesta

EOY
JFK,
Jason
Bruce



EOY EWR,
Sabrina Taylor, Akua Afriyie and
Joseph Reinhold-Dossou



Above, Maria Vinas and Haroon Akhtar accept the award for Outstanding Contractor of the Year on May 3rd. Below, LGA Supervisor, Mr. Seudat Tamassar receives EOY for Above & Beyond.



Big reminder to all...ANYONE can nominate ANYONE (including yourself) for Employee of the Month! So please don't hesitate to check with your on-site Customer Service Manager for submission forms and more details about what is required.

Yes, yes, yes...the INCENTIVE PROGRAM continues! Our quarter runs from 5/15 through 8/15 with the likely pay-date of September 7th.

Also make sure you check out our bulletin boards!! Loaded with some interesting things to do within your community as well as some upcoming events at your locations. Also check out Plum Benefits - a program

we enrolled in that offers great discounts to many events in the NY/NJ area. To check out what Plum Benefits has to offer just log in - www.plumbenefits.com and log in with the info:

user name:

cate.moran@abm.com

Password:

[ampcosystemparking](#)

Since the last newsletter, we have made some personnel changes...At EWR, Ms. Debra Walker has joined us as the Regional NY/NJ Human Resource Manager; Ms. Khariyyah Khan joins us at EWR as the Customer Service Clerical Assistant; and at JFK Mr. Joseph Brown III is our HR Manager

Just a note that at our Milestone Events will be hosted soon, we will celebrate the 10, 20, 25 and 30th anniversaries of 49 employees! Mr. Jean Pierre-St. Louis is a 30 year man in 2012 and Jose Rondon has hit 44 years at JFK!

June is our TRAINING MONTH so be on the lookout for sign up sheets and/or class assignments.

Summer is with us so please remember our Safety Talks about dealing with the HEAT!!!

In closing...thank you all for coming to work everyday and doing the best job you can!

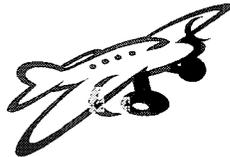
**EVENTS AND
OTHER NEWS
FROM CATE**



Jean Pierre-St. Louis

MYSTERY SHOPS

Month	Location	Passing Average
January	LGA	83%
	JFK	62%
	EWR	93%
Feb	LGA	92%
	JFK	60%
	EWR	79%
March	LGA	92%
	JFK	85%
	EWR	90%
April	LGA	88%
	JFK	73%
	EWR	97%
May	LGA	96%
	JFK	90%
	EWR	75%



Employees of the Month for January through May

LaGuardia Airport:

- January—Travis Ransome
- February—Nicholas Egharevba
- March—Ylma Infante
- April—Phyllis Dann
- May—Jackson Williams

“Everybody can be great...because anybody can serve. You don't have to have a college degree to serve. You don't have to make your subject and verb agree to serve. You only need a heart full of grace. A soul generated by love.”
Martin Luther King, Jr.

John F. Kennedy International Airport:

- January—Patricia Toussaint & Elizabeth Grella
- February—Nerolil Presannan & Amelia Parris
- March—Marlene Alexander & Deyanira Gomez
- April—Diana Thomas & Ana Baptista
- May—Verona Shaw & Wendy Garcia

Newark Liberty International Airport:

- January—Altermeesh Fullwood & Jamaal Person
- February—Adam Adamik & Nailah Craig
- March—Iris Romero & Alise Jean
- April—David Pettigrew & Tyrone Hunter
- May—TBD

A BIT OF FUN!

Here are some riddles! Brainteasers are sort of like exercises for you mind, so get thinking...submit your answers to your CSM. If you get all the answers, you will get a \$25 incentive...

1. **Name That Song...**A man is sitting in a pub feeling rather poor. He sees the man next to him pull a wad of \$100 bills out of his wallet. He turns to the rich man and says to him, “I have an amazing talent; I know almost every song that has ever existed.” The rich man laughs. The poor man says, “I am willing to bet you all the money you have in your wallet that I can sing a genuine song with a lady’s name of your choice in it.” The rich man laughs again and says, “OK, how about my daughter’s name, Joanna Armstrong-Miller?” The rich man goes home poor. The poor man goes home rich.

- 2. What is in seasons, seconds, centuries and minutes but not in decades, years or days?
- 3. I am the beginning of the end, and the end of time and space. I am essential to creation, and I surround every place. What am I?
- 4. There are 20 people in an empty, square room. Each person has full sight of the entire room and everyone in it without turn-

ing his head or body, or moving in any way (other than the eyes). Where can you place an apple so that all but one person can see it?

And just for fun...Enjoy the Sudoku puzzle—if you want a full size puzzle, just ask your CSM and she will give you a copy. Answers to the riddles & Sudoku puzzle will be

posted on the bulletin boards around July 2nd!

8		4		2	9
4	1		6		
	9	3		7	1
6	7			3	8
1	4				9
	5	7	9		3
3	7	8	5		6
			6	2	5
2	5	3			1



Having fun at the EWR Holiday Party! (December, 2011)

Contributors to The Scoop in NY/NJ

- Cate Moran, CPP - NY/NJ Regional Customer Service & Training Manager
- Keshia-Elaine Johnson, JFK Customer Service & Training Manager
- Stephanie P. Quick, EWR Customer Service & Training Manager
- Maria Vinas, CPP - LGA Customer Service & Training Manager
- Michael C. Joseph, CPP - NY/NJ Regional Manager

THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
TWO MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NEW JERSEY 07302

REQUEST FOR PROPOSALS

ISSUE DATE: MAY 7, 2012

TITLE: AIRPORT PARKING LOT MANAGEMENT AND
OPERATION SERVICES AT JOHN F. KENNEDY
INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT,
NEWARK LIBERTY INTERNATIONAL AIRPORT, AND
STEWART INTERNATIONAL AIRPORT

RFP NO.: 29198

**SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE
ABOVE ADDRESS**

QUESTIONS DUE BY: May 21, 2012 **TIME:** 3:00 P.M.

PROPOSAL DUE DATE: May 31, 2012 **TIME:** 2:00 P.M.

CONTACT: Kathy Leslie Whelan or Luz Santana
PHONE: (201) 395-3429 (201) 395-3449
FAX: (201) 395-3470 (201) 395-3470
EMAIL: kleslie@panynj.gov lsantana@panynj.gov

TABLE OF CONTENTS

1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS 6

A. General Information: The Port Authority of New York and New Jersey..... 6

B. Brief Summary of Scope of Work 6

C. Customer Service Requirements 8

D. Deadline for Receipt of Proposals 8

E. Vendor Profile 8

F. Submission of Proposals 9

G. Communications Regarding this RFP 9

H. Proposal Acceptance or Rejection 9

I. Union Jurisdiction..... 10

J. City Payroll Tax 10

K. Pre-Proposal Meeting(s)/Site Inspection(s) 10

L. Available Documents 11

M. Aid to Proposers 12

N. Additional Proposer Information 12

O. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits 12

P. Contractor Staff Background Screening 13

2. SCOPE OF WORK..... 13

3. PROPOSER PREREQUISITES 13

4. FINANCIAL INFORMATION 14

5. EVALUATION CRITERIA AND RANKING 15

A. Cost of Proposal 15

B. Management Approach 15

C. Experience of Proposer, Technical Expertise, and the Proposer’s Capability to Meet the Requirements, and Financial Capability: 16

D. Customer Service and Related Programs..... 16

E. Revenue-Generating/Cost Savings Plan 17

F. Background Check Plan..... 17

6. M/WBE SUBCONTRACTING PROVISIONS 17

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION 19

8. PROPOSAL SUBMISSION REQUIREMENTS.....	20
A. Letter of Transmittal.....	20
B. Executive Summary.....	21
C. Agreement on Terms of Discussion.....	21
D. Certifications With Respect to the Contractor’s Integrity Provisions.....	21
E. Documentation of Proposer Prerequisites.....	21
F. Proposal.....	22
G. Acknowledgment of Addenda.....	28
H. Acceptance of Standard Contract Terms and Conditions.....	28
I. M/WBE Plan.....	28
J. Additional Information.....	28
9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL.....	28
A. Changes to this RFP.....	28
B. Proposal Preparation Costs.....	29
C. Disclosure of Proposal Contents / Use of Ideas and Materials.....	29
D. Ownership of Submitted Materials.....	29
E. Subcontractors.....	29
F. Conflict of Interest.....	29
G. Authorized Signature.....	29
H. References.....	29
I. Evaluation Procedures and Negotiation.....	30
J. Taxes and Costs.....	30
K. Most Advantageous Proposal/No Obligation to Award.....	30
L. Multiple Contract Awards.....	30
M. Right to Extend Contract.....	30
N. Rights of the Port Authority.....	30
O. No Personal Liability.....	31
ATTACHMENT A - AGREEMENT ON TERMS OF DISCUSSION.....	32
ATTACHMENT B - FORM OF CONTRACT FOR FACILITY SERVICES.....	33
PART I – CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES.....	35
1 GENERAL AGREEMENT.....	35
2 DURATION OF CONTRACT.....	35

3	ADJUSTMENTS.....	36
4	BILLING AND PAYMENT	38
5	EXTRA WORK	43
6	LIQUIDATED DAMAGES	44
7	PARKING SERVICES HOURS INCREASE/DECREASE.....	48
8	AUTHORITY OF THE DIRECTOR	49
9	AUTHORITY AND DUTIES OF THE MANAGER.....	49
10	INSURANCE PROCURED BY THE CONTRACTOR.....	49
11	WAGES, HEALTH AND SUPPLEMENTAL BENEFITS	51
12	AUDIT.....	58
PART II – SPECIFICATIONS.....		60
Section 1	DEFINITIONS.....	60
Section 2	DESCRIPTION OF SERVICES	61
Section 3	MISSION STATEMENT	61
Section 4	PERFORMANCE OF SERVICES	62
Section 5	DUTIES OF CONTRACTOR’S PERSONNEL	62
Section 6	POST COVERAGE.....	74
Section 7	QUALIFICATIONS OF EMPLOYEES.....	75
Section 8	TRAINING PROVIDED BY THE CONTRACTOR.....	77
Section 9	EMPLOYEE RETENTION AND TURNOVER.....	80
Section 10	TECHNOLOGY	80
Section 11	SNOW REMOVAL	80
Section 12	RADIO EQUIPMENT AND CELLULAR PHONES	80
Section 13	FLEET OPERATING SERVICES	81
Section 14	UNIFORMS.....	84
Section 15	CONTRACTOR SPONSORED EMPLOYEE INCENTIVE.....	85
Section 16	CONTRACTOR RECOMMENDATIONS FOR REVENUE GENERATION, COST SAVINGS AND OPERATIONAL IMPROVEMENTS	86
Section 17	COMPLAINTS, REFUNDS AND SUGGESTIONS	89
Section 18	EMPLOYEE QUALITY ASSURANCE	90
Section 19	CREDIT CARD PROGRAM	90
Section 20	CHARGES.....	90
Section 21	FIDELITY OBLIGATION.....	91

Section 22	INSPECTIONS	91
Section 23	NOTICES.....	91
Section 24	PARKING.....	91
Section 25	GRATUITIES	92
Section 26	NO SMOKING.....	92
Section 27	FEDERAL AIRPORT AID.....	92
Section 28	BASIC LEASE	92
Section 29	PROPERTY OF THE PORT AUTHORITY.....	93
Section 30	SPACE PROVIDED BY THE PORT AUTHORITY	93
Section 31	CONSTRUCTION BY THE CONTRACTOR.....	96
Section 32	MAINTENANCE AND INSTALLATION OF SERVICE SYSTEMS.....	96
Section 33	CONSTRUCTION AND EXCAVATION WORK.....	96
Section 34	GOVERNMENTAL AND OTHER REQUIREMENTS	96
Section 35	PROHIBITED ACTS	97
Section 36	CONTRACTOR'S REPRESENTATION	97
Section 37	MISCELLANEOUS	98
PART III (A) - COST PROPOSAL FORM		99
PART III (B) - CALCULATION OF AVERAGE HOURLY RATE FORM		110
PART III (C) - CALCULATION OF RATE FOR ANNUAL SALARIED POSITION FORMS		162
PART III (D) - MONTHLY MANAGEMENT FEE CALCULATION BREAKDOWN FORMS.....		196
PART IV	STANDARD CONTRACT TERMS AND CONDITIONS.....	200
PART V - WEB DESIGN REQUIREMENTS.....		201
ATTACHMENT C- PROPOSER REFERENCE FORM.....		213
ATTACHMENT D- M/WBE PARTICIPATION PLAN.....		214
ATTACHMENT E- STATEMENT OF SUBCONTRACTOR PAYMENTS.....		217
ATTACHMENT F - Certified Environmentally Preferable Products/Practices		219
ATTACHMENT G- Exhibits A- I.....		220
EXHIBIT A- JFK DAILY HOURS		
EXHIBIT B- LGA DAILY HOURS		
EXHIBIT C- EWR DAILY HOURS		
EXHIBIT D- SWF DAILY HOURS		
EXHIBIT E- VEHICULAR SPECIFICATIONS		
EXHIBIT F- AIRPORT PERFORMANCE MANAGEMENT PROGRAM		
EXHIBIT G- CUSTOMER CARE AIRPORT STANDARDS MANUAL		
EXHIBIT H- MAPS OF THE AIRPORTS		
EXHIBIT I- SAMPLE CERTIFIED STATEMENT		

1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

A. General Information: The Port Authority of New York and New Jersey

The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

The Port Authority is hereby seeking proposals from qualified firms to provide Airport Parking Lot Management and Operation Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport as more fully described herein.

B. Brief Summary of Scope of Work

As the operator of John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport (herein referred to as the "Facility" or "Facilities,") the Port Authority is committed to providing the highest levels of service to our customers. To assist it in doing so, the Port Authority is seeking a qualified firm to provide Airport Parking Lot Management and Operation Services ("Service" or "Services") at the Facilities and to furnish all labor, supervision, uniforms, equipment, including material and

supplies, and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of the Contract.

The Port Authority is seeking to enter into an agreement with a qualified parking lot operator to provide world class Services and perform all of the following aspects of large scale airport parking lot management and operations services including but not limited to, revenue collection, staffing, scheduling, training, operation management, passenger assistance, customer care, motor vehicle assistance, valet and other parking services, financial controls and reporting, inventory control, procurement of tickets and other supplies, and marketing sales management. The following table indicates the required services at each Facility:

Service	Kennedy	LaGuardia	Newark	Stewart
Staffing, training, and scheduling	X	X	X	X
Operation management	X	X	X	X
Passenger and motor vehicle assistance	X	X	X	X
Valet Parking	---	---	X	---
Revenue collection	X	X	X	X
Financial controls and reporting	X	X	X	X
Inventory control	X	X	X	X
Tickets and other supplies procurement	X	X	X	X
Marketing and sales management	X	X	X	X

The Port Authority may give to the successful Contractor an estimated thirty (30) to forty-five (45) days notice prior to actual commencement of Services under this Contract.

Proposals for the required functions must be for all four (4) Facilities. The Proposals shall be separated by each Facility, but shall include all four (4) Facilities. A single successful company will be selected to perform the required functions of this Contract. The Port Authority reserves the right to eliminate Stewart International Airport from the list of Facilities served under this Contract.

The Contractor's staff ("Personnel") shall also assist the Port Authority in the event of emergencies as deemed necessary by the Port Authority, and coordinate activity with Facility personnel when appropriate. Personnel must be able to speak English clearly to individuals or groups of travelers who may need directions or instructions. The Contractor acknowledges and agrees that the work to be performed under this Contract shall be provided at all times in a high quality, courteous and professional manner.

C. Customer Service Requirements

The Port Authority has established a policy that responsive, respectful and helpful customer service is of the utmost importance in providing service to all its customers. Customer service is defined as the ability of an organization to constantly and consistently exceeding the customer's expectations while offering the safety and security required ensuring the well-being of customers. This policy also applies to employees who work for companies under contract with the Port Authority.

Personnel providing the Services required by this Contract are involved directly with our customers. The demeanor and attitude of such Personnel, including supervisory and management staff, will create a lasting impression of the Facility. The Port Authority is interested in evaluating Submittals from Proposers willing to rise to the challenge of providing the Services as further described in this Request for Proposal (RFP) and Attachment B (entitled "Form of Contract For Facility Services") and to become an important member of the Facility community, dedicated to meeting or exceeding the needs of our customers. In order to ensure excellent performance and superior customer service in the discharge of Services, the Proposer must clearly demonstrate to the satisfaction of the Port Authority that it will meet and exceed our expectations with respect to the performance under this Contract. The Proposer shall also demonstrate how its performance and customer service standards will help it achieve the objective to provide superior customer service related to the Services required herein, and define how excellence will be rewarded, poor performance remedied or improved, and provide a narrative description of how wages and incentives (i.e., monetary or otherwise) will be provided to Personnel (without furnishing or supplying Cost Proposal Form) to ensure continuity of service, excellent performance, and responsiveness to customer needs. To provide Proposer with an understanding of our expectations concerning the Services, attached as Exhibit G is the "Customer Care Airport Standards Manual".

D. Deadline for Receipt of Proposals

Submittals are due by the due date and time specified on the cover page of this RFP ("Proposal Due Date").

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 Proposers keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their vendor profile or register as a Port

Authority Vendor by accessing the online registration system at <https://panynjprocure.com/VenLogon.asp>.

F. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and One (1) reproducible CD and fifteen (15) double-sided copies of the proposal must be submitted on or before the Proposal Due Date in accordance with the information on the cover page of this RFP and sent or delivered to the RFP Custodian at the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver proposals.

Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled (i.e., no plastic covers or binding) and to provide only supporting literature which directly relates to the proposal being submitted.

G. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Contracts Specialist listed on the cover page. All questions regarding this RFP 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. (EDT).

The Contracts Specialist is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that 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 RFP or give additional information as to its requirements. If interpretation or other information is deemed necessary by the Port Authority, it will be communicated to Proposers by written addenda and such writing shall thereafter form a part of this RFP.

H. Proposal Acceptance or Rejection

Acceptance of a proposal by the Port Authority shall be accomplished by either (a) a written notice mailed or delivered at the office designated by the Proposer in

its proposal, which notice shall be signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or, (b) execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be accomplished by either (a) a written notice specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

I. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

J. City Payroll Tax

Proposers should be aware of the payroll tax imposed by the:

- a. City of Newark, New Jersey for services performed in Newark, New Jersey;
- b. City of New York, New York for services performed in New York, New York; and
- c. City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers 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-Proposal Meeting(s)/Site Inspection(s)

There are four (4) scheduled Pre-Proposal meetings / Site Inspections.

- The first pre-proposal meeting/site inspection is scheduled to be held at Newark Liberty International Airport (EWR), Port Authority Administration Building #1, Conrad Road (off Brewster Road), 2nd Floor, Landside Conference Room, Newark, NJ 07114 on Tuesday, May 15, 2012, at 10am.

- The second pre-proposal meeting/site inspection is scheduled to be held at Stewart International Airport (SWF), 1180 First Street, Port Authority Administration Building #138, Conference Room #2, New Windsor, NY 12553 on Wednesday, May 16, 2012, at 10am.
- The third pre-proposal meeting/site inspection is scheduled to be held LaGuardia Airport (LGA), Port Authority Administration Building, Hangar 7C (Marine Terminal Road), 3rd Floor, General Manager's Conference Room, Flushing, NY 11371 on Thursday, May 17, 2012, at 10am.
- The fourth pre-proposal meeting/site inspection is scheduled to be held at John F. Kennedy International Airport (JFK), Port Authority Administration Building #14, (General Aviation Way), 1st Floor, Press Room, Jamaica, NY 11430 on Thursday, May 17, 2012, at 1pm.

Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

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

Attendees interested in attending should RSVP to Ronnie Bendernagel at (212) 435-3729, or at rbendern@panynj.gov no later than 12 noon (EDT) of the business day preceding the scheduled date(s) to confirm their attendance and receive traveling directions. The pre-proposal meeting and site inspection is limited to two (2) members from each concerned company.

Photo ID is required to attend the pre-proposal meeting and facility inspection.

L. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Pre-Proposal Meeting/Site Inspection or by contacting Ronnie Bendernagel at (212) 435-3729, Monday through Friday between the hours of 9 a.m. and 4 p.m.

These documents were not prepared for the purpose of providing information for Proposers on this RFP 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 RFP. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for inferences or conclusions drawn therefrom. They are made available to Proposers 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 Proposers.

Said documents are as follows:

A conformed copy of the existing Contract for Services "Agreement for Public Parking Lot Operations at John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA) and Newark Liberty International Airport (EWR). Contract Number 4600005757

A conformed copy of the existing Contract for Services at Stewart International Airport. "Airport Management and Operation Services at Stewart International Airport (SWF)". Contract Number 4600007724

M. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data attached hereto as Exhibit A, B, C, & D. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom. All of the data in the aforementioned Exhibit A, B, C, & D are approximate and reflect activity during 2011. This information does not guarantee future performance.

N. Additional Proposer Information

Prospective Proposers 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>

O. 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 RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three 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.

P. Contractor Staff Background Screening

The Contractor awarded this contract will be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

2. SCOPE OF WORK

The Contractor shall do all things necessary to provide Airport Parking Lot Management and Operations Services at John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA), Newark Liberty International Airport (EWR), and Stewart International Airport (SWF). The full Scope of Work is set forth in detail in Attachment B, Part II, entitled "Specifications".

3. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals as only proposals from such Proposers will be considered:

A. The Proposer shall have had at least five (5) years of successful continuous experience in the management and operation of a parking lot(s) and at least three (3) years of such successful, continuous experience at a transportation facility immediately prior to the date of the submission of its proposal and have actually been engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of its proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.

B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least one (1) contract for similar services of similar scope.

C. The Proposer shall demonstrate that it has managed parking operations with earned gross revenues of at least fifty million dollars (\$50,000,000) a year from operations

consisting of self parking, valet and employee parking which operations included a minimum of seven million (7,000,000) annual transactions (transaction is defined as the complete in and out process of a vehicle using the public parking areas) and which covered at least sixteen thousand (16,000) spaces for the last three (3) fiscal or calendar year(s).

D. In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows: With respect to subparagraph (A) and (B) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. With respect to subparagraph (C), the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite. If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation with their proposal that they meet the above prerequisites.

By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the Services. In addition, a determination that a Proposer has met the prerequisites is not an assurance that they will be deemed qualified in connection with other proposal requirements included herein.

4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

- A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer'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 Proposal Due Date, then the Proposer shall also submit a

statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

- B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal 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 Proposer's work on these jobs.
- C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the prerequisites required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the Proposers' management philosophy, start-up plans, principles and programs, including training & safe work environment programs, and quality assurance/quality control and audit compliance plans, to be utilized by the Contractor in performing the service, and which shall include consideration of the:
 - The number and relevant experience of managerial and supervisory personnel proposed to be dedicated to this Contract.
 - The Proposer's certification that it will meet all wages and benefits requirements of the Contract and the Proposer's plan to ensure compliance with the wage and health benefits requirements of this Contract including the quality of the health benefits and other supplemental benefits requirements of this Contract.

- The proposed labor and supervisory staffing plans, on-site management plan and work plan for this Contract, which includes a staffing plan addressing the full-time and part-time employees, a plan for retaining current employees for this Contract and ensuring that the employees who performed the same and/or similar roles under previous Port Authority Contract suffer no diminution in wage rate under the new Contract, and its plan for recruiting and providing for a stable labor force.
- The Proposer's M/WBE participation plan, Certification of Environmentally Preferable Products/Practices, and subcontracting plan.
- Prior compliance on other contracts with the Port Authority and its subsidiaries.

C. Experience of Proposer, Technical Expertise, and the Proposer's Capability to Meet the Requirements, and Financial Capability:

- The degree and extent to which the Proposer has relevant and successful experience in providing similar scope and size of services that interface directly with the general public at a transportation facility or other comparable environment, often working under stressful conditions while providing a high level of service to customers.
- The extent to which the Proposer is financially capable of performing the Contract and has the management and corporate infrastructure to undertake a significant amount of new work, such capability being evidenced in its risk assessment and succession plans, as well as in other documentation.
- The capability of the firm to meet all requirements of the RFP, including the firm's ability to comply with the insurance requirements and Standard Terms and Conditions. Consideration will be given to the degree of business risk assumed by the Port Authority. This will include, but not be limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract. As part of the evaluation, business risk will also be measured by the Port Authority's assessment of its ability to immediately replace the Contractor in a manner that maintains or improves the quality and continuity of the Airport Parking Lot Management and Operations Services at each facility.
- Experience of Proposer's senior management team in managing employees and conducting employee management programs. Degree and extent of relevant technical expertise of the Proposer and its senior management team.

D. Customer Service and Related Programs

- Proposer's plan to implement and enforce the Port Authority's Customer Service Standards, Proposer's Airport Parking Management Customer Services program, service training program, airport parking related quality

assurance and quality control measures, and adherence to all applicable standards included in this RFP.

E. Revenue-Generating/Cost Savings Plan

- The proposed Plan to increase the profitability of the Authority's parking lots at the airports through the introduction, development and implementation of innovative and/or tested programs or initiatives (sales, marketing, operational, etc.) to generate revenue and reduce costs at such parking lots.
- The Proposer's proven experience in introducing, developing and successfully implementing revenue-generating and cost-saving initiatives and programs for its clients.

F. Background Check Plan

The Proposer must submit a Background Check plan in accordance with this document, which will be considered "pass/fail."

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;

- 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 Attachment D or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the 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. Please go to <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 Diversity and Civil Rights (OBDCR).

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 Diversity and Civil Rights (OBDCR), 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 OBDCR of changes to any information, please email these changes to OBJOcert@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their proposal, Attachment F, the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer 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 an 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. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its overall experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal 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 Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized 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 RFP;

- (4) Name and address of proposed 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 Proposals;

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 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 Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.

D. Certifications With Respect to the Contractor's Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included in Attachment B, Part IV entitled, "Standard Contract Terms and Conditions" of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the Airport Parking Lot Management and Operations services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal

- a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, health benefits and other benefits, overheads, profits, etc. The Cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.
- b. In addition, the Proposer shall submit a completed "Calculation of Average Hourly Rate", "Calculation of Rate for Annual Salaried Position", and "Monthly Management Fee Calculation Breakdown" form(s), which upon acceptance by the Port Authority shall become part of the Contract and subject to audit in accordance with the Wages, Health and Supplemental Benefits requirements hereunder or established at the time of proposal acceptance.

2. Management Approach

- a. The Proposer should provide a complete description of how it intends to implement and manage the required Airport Parking Lot Management and Operations Services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide Airport Parking Lot Management and Operations Services described in the RFP. Provide a transition plan to operate by September 16, 2012.
- b. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized and those to be utilized under this Contract, including, but not limited to:
 - i. Airport Parking Lot Management and Operations Services related training
 - ii. Security training
 - iii. OSHA safety training
 - iv. Employee motivation and incentive programs
 - v. Quality Assurance/Quality Control programs
 - vi. Audit programs
 - vii. Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).
 - viii. Staffing plan include full-time and part-time

- ix. Recruiting procedures and maintenance of a stable workforce
 - x. Performance improvements measurements
- c. The Proposer shall describe, in outline form, how employees will be recruited, hired, and trained. The Proposer shall show the number of full time and part time employees, to be utilized in providing the Airport Parking Lot Management and Operations Services.
- d. The Proposer shall submit a plan to minimize employee turnover including the retention of staff currently employed in the airport lot parking management and operation services. The Proposer shall also specify what it considers an acceptable employee turnover rate for this Contract and shall identify its annual retention statistics for non-supervisory positions over the past five (5) years. It is the Port Authority's preference to have the Proposer submit a staffing plan; that maximizes the use of full-time employees, provides for a stable labor force, as well as limit employee turnover, and provide an employee retention plan.
- e. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the Proposer 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
- f. The resumes of the individuals who are being recommended for the positions under (g) including any other senior management positions should be included in the Submittal.
- g. The Proposer shall submit an employee motivational and incentive program for all employees under this contract.
- h. The Proposer shall submit a comprehensive organizational chart indicating the proposed reporting structure.
- i. 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.

NOTE: By submitting an RFP, the Proposer certifies that it will meet all wage and benefit requirements in the contract without exception.

- j. 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.

- k. The Proposer shall describe its plan to ensure that an employee who performed a similar role, including but not limited to, the current workforce under the existing Contract at any of the Facilities under a previous Port Authority Contract, suffers no diminution in wage rate under the new Contract.
- l. The Proposer 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 RFP.
- m. The Proposer's M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- n. The Proposer's 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 Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at all four (4) airports, including how it will determine and maintain performance measurements.

3. Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP

- a. The Proposer shall submit a listing of all their relevant Contracts that were performed by or are currently being performed by the Proposer within the last three (3) years in Attachment C entitled "Proposer's Reference Form". 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 and
 - The names, addresses and telephone numbers of the owners
 - Representatives familiar with the work that the Port Authority may contact.
- b. The Proposer shall demonstrate its financial capabilities to meet the requirements of this Contract.
- c. The Proposer shall submit to the Port Authority a detailed itemized description explaining its operational expertise and past experience the Proposer has in the following areas:

- Management of Airport Parking Lot Operations of a similar size
 - Improving customer service related to Airport Parking Lot Management and Operations Services
 - Demonstrated technical expertise as it relates to the Airport Parking Lot Management and Operations Services
 - Demonstrate how the web design requirements will be successfully implemented and operated
- d. The Proposer shall submit risk assessment and succession plans to the Port Authority that assess the business risk in taking on the significant amount of new work that will be required under this Contract. These plans should take into account all work currently under contract, as well as work that is under contract to companies which the Proposer/Firm owns, controls or has an interest.
- e. The Proposer 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 including experience in employee management and technical experience.

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

- g. The Proposer 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:
- Airport Parking Lot Management and Operations 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).
- h. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:
- Utilization of technological advances in Airport Parking Lot Management and Operations and resulting benefits;

- Management of Airport Parking Lot Management and Operations in buildings and facilities, of similar size.

4. Customer Service and Related Programs

- a. The Proposer shall submit its plan for a Customer Service and Related Program, consistent with Exhibit A of the attached Form of Contract entitled "Customer Care Airport Standards Manual," information on how it plans to implement and enforce customer service standards related to Airport Parking Lot Management and Operations Services, including, but not limited to, the following areas:
 - customer interaction
 - greetings
 - addressing customers
 - attitude
 - helpfulness
 - demeanor
 - courtesy
 - technology
 - appearance and uniforms
 - quality assurance
 - quality control
 - service training
- b. The Proposer shall provide, as it relates to Airport Parking Lot Management and Operations Services, a complete description of how it will measure its performance against the Port Authority Customer Care Service standards included herein established for the Contract, including but not limited to, how often staff evaluations will be performed, who will perform the evaluations and what will be done with the information once the evaluations are completed. Evaluations should cover both supervisory and non-supervisory staff. The Proposer shall also describe how it will communicate and reinforce these standards, as well as how it expects to obtain feedback from its employees with regard to them.
- c. In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and Stewart International Airport, including how it will determine and maintain performance measurements.

5. Revenue-Generating/Cost Savings Plan

- a. The Proposer shall submit a Revenue-Generating/Cost-Savings Plan that will help the Authority generate revenue and reduce costs at the parking lots of its airports. The Plan shall include but not be limited to:
- A proposal of innovative and/or tested initiatives to generate revenue and reduce costs at such parking lots;
 - A description of all tools (technological, marketing, operational, etc.) and business processes it intends to use to generate revenue and reduce costs at such parking lots;
 - Identification, description and delineation of all responsibilities (the Proposer's and the Authority's) in developing and implementing such initiatives, and a description of how such initiatives would force the Authority to alter its processes (business, operational, etc.).
- b. Describe in detail the Proposer's experience in developing and successfully implementing revenue-generating and cost-saving initiatives for its clients. The Proposer shall:
- Identify the client for which it developed and successfully implemented such initiatives;
 - Describe the revenue-generating and/or cost-saving initiative;
 - Quantify the amount of revenue generated and/or savings achieved for the client, which resulted directly from such initiatives.
- c. The Proposer shall provide any other information that will help the Authority determine the viability of the proposed Revenue-Generating/Cost-Saving Plan and the proven experience and success of the Proposer in developing and implementing revenue-generating and cost-saving initiatives for its clients.

6. Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer 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.

G. Acknowledgment of Addenda

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

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

H. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment B, Part IV, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer 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 Proposer and the Port Authority.

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

I. M/WBE Plan

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

J. Additional Information

The Proposer shall provide any other information that is related to the requirements in this Section and the Proposer believes would be helpful to the Port Authority in the evaluation of this RFP.

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties in the medium in which the parties obtained the RFP. If an addendum is issued after proposals have

been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal 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 RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right.

E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer should identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer 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

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

H. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the

Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. 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 Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal 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 RFP and Proposers 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 proposal 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 four (4) months (OR 120 DAYS??), upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole

discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, 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 proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

- (2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal 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 Proposer, by submitting its proposal, 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 Proposer required by this RFP or Contract and the Proposer 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 proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. 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 Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal 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 proposal, 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 Freedom of Information Code and Procedure adopted by the Port Authority's Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

ATTACHMENT B

FORM OF CONTRACT FOR FACILITY SERVICES

TABLE OF CONTENTS

PART I - CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES

1. General Agreement
2. Duration/Escalation
3. Adjustments
4. Payment
5. Extra Work
6. Liquidated Damages
7. Parking Services Hours Increase/Decrease
8. Authority of the Director
9. Authority and the Duties of the Manager
10. Insurance Procured by the Contractor
11. Wages, Health and Supplemental Benefits
12. Audit

PART II – SPECIFICATIONS

- Section 1 – Specific Definitions
- Section 2 – Description of Services
- Section 3 – Mission Statement
- Section 4 – Performance of Services
- Section 5 – Duties of Contractor’s Personnel
- Section 6 – Post Coverage
- Section 7 – Qualifications of Employees
- Section 8 – Training Provided by the Contractor
- Section 9 – Employee Retention and Turnover
- Section 10 – Technology
- Section 11 – Snow Removal
- Section 12 – Radio Equipment and Cellular Phones
- Section 13 – Fleet Operating Services
- Section 14 – Uniforms
- Section 15 – Contractor Sponsored Employee Incentive
- Section 16 – Contractor Recommendations for Operational Improvements
- Section 17 – Complaints, Refunds and Suggestions
- Section 18 – Employee Quality Assurance
- Section 19 – Credit Card Program
- Section 20 – Charges
- Section 21 – Fidelity Obligation
- Section 22 – Inspections
- Section 23 – Notices
- Section 24 – Parking
- Section 25 – Gratuities

Section 26 – No Smoking
Section 27 – Federal Airport Aid
Section 28 – Basic Lease
Section 29 – Property of the Port Authority
Section 30 – Space Provided by the Port Authority
Section 31 – Construction by the Contractor
Section 32 – Maintenance and Installation of Service Systems
Section 33 – Construction and Excavation Work
Section 34 – Governmental and Other Requirements
Section 35 – Prohibited Acts
Section 36 – Contractor’s Representation
Section 37 – Miscellaneous

PART III (A) COST PROPOSAL FORM

PART III (B) CALCULATION OF AVERAGE HOURLY RATE FORMS

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

PART III (D) MONTHLY MANAGEMENT FEE CALCULATION BREAKDOWN FORMS

PART IV - STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS

PART V - WEB DESIGN REQUIREMENTS

PART I – CONTRACT SPECIFIC TERMS AND CONDITIONS

1 GENERAL AGREEMENT

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the “Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Attachment B, Part I entitled “Contract Specific Terms and Conditions”, and fully set forth in the Specifications, at the location(s) listed herein and fully set forth in the Specifications, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of this Contract and any future changes made thereto; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2 DURATION OF CONTRACT

- (a) The Contract shall be for a five (5) year period (the “Initial Term”) commencing on or about 12:01 a.m. on September 15, 2012 (said date and time hereinafter sometimes called “the Commencement Date”) and, unless sooner terminated or revoked (or extended as provided in paragraph (b) hereof, shall expire on or about 11:59 p. m. on September 14, 2017 (said date and time sometimes hereinafter called “the Expiration Date”).
- (b) The Port Authority shall have the right to extend this Contract for two (2) additional two (2) year periods (hereinafter called the "Option Period") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- (c) The Port Authority shall have the absolute right to extend this Contract for up to one additional one hundred twenty (120) day extension period subsequent to the Expiration Date of the Base term, or the Expiration Date of the final exercised Option Period, as the same may have been previously extended, subject to the same terms and conditions of the Contract. The charges in effect for the Initial Term or the Extension Period, as applicable, of the Contract shall remain in effect during this additional extension period without further adjustment. The Port Authority shall notify the Contractor, in writing, at least thirty (30) days prior to the Expiration Date hereinbefore established that the Contract term is so extended.

3 ADJUSTMENTS

- (a) For each year following the third year of the Base Term and for any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration of Contract" in Section 2, hereof) the Port Authority shall adjust the amounts payable to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").
- (b) For the fourth Contract year, the Price Index shall be determined for the months of April 2014 and April 2015. The amounts payable to the Contractor in the third year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for April 2015 and the denominator of which is the Price Index for April 2014. The resulting product shall be the amounts payable to the Contractor in the fourth year of the Contract.
- (c) For the fifth Contract year, the Price Index shall be determined for the months of April 2015 and April 2016. The amounts payable to the Contractor in the fourth year of the Contract shall be multiplied by a fraction the numerator of which is the Price Index for April 2016 and the denominator of which is the Price Index for April 2015. The resulting product shall be the amounts payable to the Contractor in the fifth year of the Contract.
- (d) For the first year of the first two-year Option Period of the Contract, the Price Index shall be determined for the months of April 2016 and April 2017. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for April 2017 and the denominator of which is the Price Index for April 2016. The resulting product shall be the amounts payable to the Contractor in the first year of the two-year Option Period.
- (e) For the second year of the first two-year Option Period of the Contract, the Price Index shall be determined for the months of April 2017 and April 2018. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for April 2018 and the denominator of which is the Price Index for April 2017. The resulting product shall be the amounts payable to the Contractor in the second year of the two-year Option Period.
- (f) For the first year of the second two-year Option Period of the Contract, the Price Index shall be determined for the months of April 2018 and April 2019. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for April 2019 and the denominator of which is the Price Index for April 2018. The resulting product shall be the amounts payable to the Contractor in the first year of the two-year Option Period.
- (g) For the second year of the second two-year Option Period of the Contract, the Price Index shall be determined for the months of April 2019 and April 2020. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the

numerator of which is the Price Index for April 2020 and the denominator of which is the Price Index for April 2019. The resulting product shall be the amounts payable to the Contractor in the second year of the two-year Option Period.

- (h) Notwithstanding the provisions of this section, in no event shall any annual adjustment hereunder be greater than three percent (3%) per annum or less than zero percent (0%).
- (i) In the event the amounts payable to the Contractor as set forth on the Price Sheet(s) shall be adjusted hereunder, then, simultaneously with such adjustment, the Minimum Direct Hourly Wage, Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority (cumulatively the "employee payments"), 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 the Form of Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to the Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period.
- (j) In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Minimum Direct Hourly Wage, Average Hourly Direct Wages and the Supplemental Benefits, and the pricing currently in effect required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits and/or direct salaries at its own discretion.
- (k) 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.
- (l) The amounts payable to the Contractor for service costs during the 120-day Extension Period shall not be subject to adjustment. Labor and service costs for the 120-day Extension Period shall be the same as in effect during the contract year prior to the start of the 120-day Extension Period.
- (m) 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 thereto for paid by the Port Authority for such period.

4 BILLING AND PAYMENT

Subject to the provision of this contract, the Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Authority as full and complete consideration of the performance of all its obligations under this Contract as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s) forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Authority for services rendered under this Contract shall be subject to the approval of the Port Authority Facility Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

- (a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheets, as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Port Authority Facility Manager.
- (b) The Contractor's sole compensation in full and complete consideration for the performance of all of its obligations under this Contract shall be an amount equal to the sum of the following:
 - (1) the Lane Cashier Hourly Charge as quoted by the Contractor in the Pricing Sheet(s) attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and
 - (2) the Attendants (Traffic/Valet) Hourly Charge as quoted by the Contractor in the Pricing Sheet(s) attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and
 - (3) the Clerks (Office/Revenue) Hourly Charge as quoted by the Contractor in the Pricing Sheet(s) attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and

- (4) the Supervisor (Field/Office) Hourly Charge as quoted by the Contractor in the Pricing Sheet(s) attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and
- (5) the Supervisor-in-Charge Hourly Charge as quoted by the Contractor in the Pricing Sheet(s) attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and
- (6) the Monthly Operating Charge Per Vehicle as quoted by the Contractor in the Pricing Sheet(s), multiplied by the actual number of vehicles satisfactorily provided, and
- (7) the charge for reimbursable expenses, if any, and
- (8) the charge for Extra Work, if any, and.
- (9) the Monthly Management Fee, if any.

Items (1) through (9) hereinafter collectively referred to as the "total monthly amount."

(c) Payment of the foregoing by the Port Authority to the Contractor will be made as follows:

- (1) The Contractor shall submit to the Port Authority Facility Manager by the tenth day of the month following the month of commencement of the Contract and on or by the tenth day of each month thereafter (including the month following the termination or expiration of this Contract) separate itemized invoices for each Airport (and any Central Office Location) setting forth total amounts due for the previous monthly period and setting forth the total Lane Cashiers Hours, Attendant (Traffic/Valet) Hours, Clerk (Office/Revenue) Hours, Supervisors (Field/Office) Hours, Supervisor-in-Charge hours, Temporary/Part Time Personnel Hours and applying the appropriate rates thereto. Such invoice shall also separately list the total number of hours of post coverage provided per shift and per day during the entire applicable Monthly Period. The Contractor shall, in addition, furnish any and all pertinent information as may be required from time to time by the Port Authority. Within thirty (30) days upon receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice. Payments made hereunder are subject to such adjustments as may be necessitated following Port Authority verification of the accuracy of amounts invoiced. Such payments are further subject to deductions for such liquidated damages to which the Port Authority may be entitled pursuant to the Section of this Contract entitled "Liquidated Damages."
- (2) The Monthly Operating Charge Per Vehicle, and the Monthly Management Fee, the charges for reimbursable expenses, if any, shall be paid by the Port Authority to the Contractor monthly at the rate specified on the Pricing Sheet(s) as the same may have been adjusted as set forth herein. Such amount for each calendar month shall

be submitted on separate itemized invoices hereunder by the Contractor to the Port Authority Facility Manager on or before the tenth day of the month following the month in which the Commencement Date occurs and on or before the tenth day of each and every calendar month thereafter during the term of this Contract including the calendar month following the Expiration Date. Payments of amounts for a period of less than a full calendar month shall be computed by multiplying the applicable monthly amount by a fraction of the numerator of which shall be the number of days of this Contract was in effect during said month and the denominator of which shall be 30. Within thirty (30) calendar days upon the receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice.

- (3) The Monthly Management Fee shall be apportioned to each Facility hereunder in the same percentage amount that represents the percentage of staffing hours at each Facility unless otherwise directed by the Port Authority (for example, if twenty percent of staffing hours is at one Airport, the Monthly Management Fee allocated to that Airport shall be twenty percent). The Monthly Operating Charge Per Vehicle as well as any other expenses incurred by the Contractor which are billable to the Port Authority under the terms of this Contract, shall be apportioned to each Airport in accordance with the actual costs incurred. (Such apportionment, which shall apply only if this Contract covers more than one Airport, is for Port Authority billing purposes and is not an indication that the parties deem the same to be appropriate for other purposes)
- (d) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- (e) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.
- (f) "Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising

out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

- (g) In the event any statement required hereunder to be submitted to the Port Authority is not submitted within the time specified, then the time when the Port Authority is obligated to pay the amount covered by said statement to the Contractor, pursuant to this Section, shall be extended so that in all cases the Port Authority shall not be required to pay any amount to the Contractor prior to the thirty (30) day period set forth herein for payment.
- (h) 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 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.
- (i) 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 (e) and (f) 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.
- (j) Without limiting the generality of any other term or provision hereof, the Contractor understands it will not be separately reimbursed for all overhead expenses 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 Authority is to be billed.

- (k) The Contractor shall submit invoices to the respective facilities as follows:

The Port Authority of New York and New Jersey
John F. Kennedy International Airport
Attn: Manager, Landside Operations
South Service Road, Building #14, Second Floor
Jamaica, NY 11430

The Port Authority of New York and New Jersey
LaGuardia Airport
Attn: Manager, Landside Operations
Hanger 7C
Flushing, NY 11371

The Port Authority of New York and New Jersey
Newark Liberty International Airport
Attn: Manager, Landside Operations and Customer Services
One Conrad Road, Building One
Newark, NJ 07114

The Port Authority of New York and New Jersey
Stewart International Airport
Attn: Landside Manager
1180 First Street
New Windsor, NY 12553

- (l) The Contractor shall not perform Extra Work or any additional services without prior written approval from the Port Authority contract administrator assigned to oversee the contract.
- (m) 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 Aviation Department – Airport Manager/General Manager(s) of the Authority as addressed above (item k).
- (n) In the event any statement required hereunder to be submitted to the Authority is not submitted within the time specified, then the time when the Authority is obligated to pay the amount covered by said statement to the Contractor, pursuant to this Section, shall be extended so that in all cases the Authority shall not be required to pay any amount to the Contractor prior to the thirty (30) day period set forth herein for payment.

5 EXTRA WORK

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manager may require, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to

law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

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

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within forty-eight (48) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty-four (24) following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

6 LIQUIDATED DAMAGES

- a) The contractor's obligation for the performance and completion on Work within the time or times provided for in this Contract and the work orders issued hereunder are of the essence of this Contract. In the event the Contractor fail to satisfactorily perform all or any part of the work required hereunder in accordance with the requirement set forth in the specifications (as the same as may be modified in accordance with provision set forth

herein) then, inasmuch as the damage and lost to the Authority for such failure to perform includes items of lost whose amount will be incapable or very difficult of accurate estimation the damages of such failures to perform shall be liquidated as follows:

- i. In the event that the Contractor fails to provide Lane Cashiers, Attendants (Traffic/Valet), Clerks (Office/Revenue), Supervisors (Field/Office) or Supervisors-in-Charge, as required under this Contract (such failure shall include, among other things, excessive break time on the part of Contractor's employees), then inasmuch as the damage and loss to the Port Authority, including disruption of the operation at the Facility and disruption of the Parking Lot Services operations at the Facility, which will result from the non-performance, cannot or may be difficult to calculate or determine, 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 (\$50) for each hour or fraction thereof (for each such employee) up to a maximum of three Hundred Dollars (\$300) per calendar day per employee that the Contractor fails to provide such Lane Cashiers, Attendants (Traffic/Valet), Clerks (Office/Revenue), Supervisors (Field/Office) or Supervisors-in-Charge (it being understood that in no event shall any amount be payable by the Port Authority for the Lane Cashiers, Attendants (Traffic/Valet), Clerks (Office/Revenue), Supervisors (Field/Office) or Supervisors-in-Charge 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 as the Port Authority shall determine from time to time, in its sole discretion.

- ii. In the event that the Contractor fails to provide the General Manager, Operations Manager, Regional Contract Manager, Regional Human Resources Coordinator, Regional Customer Service/Training Coordinator, Regional Finance and Reporting Coordinator, and Regional Sales and Marketing Coordinator or to perform such functions 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 to the Parking Lot Services operations at the Facility, which will result from the non-performance of said General Manager, Operations Manager, Regional Contract Manager, Regional Human Resources Coordinator, Regional Customer Service/Training Coordinator, Regional Finance and Reporting Coordinator, and Regional Sales and Marketing Coordinator duties cannot or may be difficult to calculate or determine, 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 (for each employee) up to a maximum of Three Hundred Dollars (\$300) per calendar day per employee that the Contractor fails to provide such General Manager and Operations Manager as required, (it being understood that in no event shall any amount be payable by the Port Authority for the General Manager, Operations Manager, Regional Contract Manager, Regional Human Resources Coordinator, Regional Customer Service/Training Coordinator, Regional Finance and Reporting Coordinator, and Regional Sales and Marketing

Coordinator 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.

- iii. In the event that, for any reason, a Contract Vehicle(s) shall not be available 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 airport Parking Lot Services at the Facility which will result from the non-performance of the Parking Lot Service cannot be or may be difficult to calculate or determine, 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 such vehicle for Parking Lot Service, said amount or amounts to be deducted from any sums due and owing from the Port Authority shall determine from time to time in its sole discretion.
- iv. In the event that for any reason, the two-way voice communications equipment or wireless phones or the required number of contingency radios shall not be available or operational when needed for use in providing the Parking Lot 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 Parking Lot Service at the Facility which will result from the non-performance Parking Lot Service, cannot be or may be difficult to calculate or determine, then in lieu 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 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 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.
- v. 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 Parking Lot Service at the Facility which will result from such non-performance cannot be or may be difficult to calculate or determine, 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 per requested documentation, reports or records multiplied by the number of days or major fractions thereof that the

Contractor fails to maintain or provide any documentation, reports or records, and 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.

- vi. In the event that any Contractor's employee fails to comply with the uniform requirements as set forth in the paragraph entitled "Uniforms" in Section 14, hereof then inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the Parking Lot Service at the Facility which will result from such non-performance cannot or may be difficult to calculate or determine, then in lieu of and 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 violation, multiplied by the number of days or major infractions thereof that the Contractor employees fail to comply with the uniform and/or identification requirements.
 - vii. In the event the Contractor fails to provide the wage or benefit information as required in the section hereunder entitled, "Wages, Health and Supplemental Benefits", then inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the Parking Lot Service at the Facility which will result from such non-performance cannot or may be difficult to calculate or determine, then in lieu of and liquidation of damages for such breach, the monthly installment payable by the Port Authority to the Contractor hereunder shall be reduced by One Hundred Dollars and No Cents (\$100.00) for each day the Contractor fails to provide said information.
 - viii. In the event that the Contractor fails to provide separate personnel, equipment, materials and/or Services for Extra Work in accordance with the paragraph entitled "Extra Work", then inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the Parking Lot Service at the Facility which will result from such non-performance cannot or may be difficult to calculate or determine, then in lieu of and 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 occasions thereof that the Contractor shall fail to provide personnel, equipment, materials and/or Services for Extra Work as required and approved by the Airport Manager.
- b) The Airport Manager and/or the Facility Manager shall determine whether the Contractor has performed in a satisfactory manner and his or her determination shall be final, binding and conclusive upon the Contractor.
 - c) Failure of the Airport Manager and or the Facility Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or failure to perform on the part of the Contractor.
 - d) Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall be deemed to be a waiver or relinquishment by the Port Authority of any

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

7 PARKING SERVICES HOURS INCREASE/DECREASE

- (a) The Port Authority shall have the right, on at least four (4) hours' verbal notice to the Contractor, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Facility Manager decides to change any frequencies or areas such change shall be by written notice not less than twenty-four (24) hours, said changes to be effective upon the date specified in said notice.
- (b) In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).
- (c) The Port Authority shall have the additional right to request, on less than four (4) hours' verbal notice to the Contractor, that the Parking Lot Service hours previously scheduled to be provided under this Agreement be increased. The Contractor shall use its best efforts to fulfill each such request. Any increase of such hours provided on less than four (4) hours' notice, as aforesaid, shall be compensated to the Contractor at one hundred and twenty (120%) percent of the hourly rate in effect at the time of providing such service. (e.g. hourly wage \$10 x 120% = \$12). Such charge is payable instead of and not in addition to the Hourly Rate/Charge of each category of service. Nothing in this paragraph shall obligate or be deemed to obligate the Port Authority to pay at any but the rate established hereunder for parking service hours, as aforesaid, provided that four (4) or more hours' notice has been given to the Contractor, said changes to be effective on the date specified in the said notice.
- (d) Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Facility Manager shall have the right to negotiate the compensation to reflect such change whether increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Facility Manager, are necessary to complete the work, by multiplying a unit of measure determined for the services, by the negotiated rate.
- (e) In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.
- (f) No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option/Extension Period, 50% of the total estimated contract price for that Option/Extension Period.

- (g) Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.
- (h) The Port Authority shall have the right to direct the Contractor to place and relocate Attendants, Cashiers, Supervisors, or Supervisors-in-Charge on the Airport from time to time and at any time, where such placement or relocation of Attendants, Cashiers, Supervisors, or Supervisors-in-Charge neither increases nor decreases the Contractors overall staff schedule for duty at that time.

8 AUTHORITY OF THE DIRECTOR

Inasmuch as the public interest requires that the Work to which this Contract relates shall be performed in the manner which the Port Authority, acting through the Director, deems best, the Director shall have absolute Authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Specifications shall be deemed merely his/her present determination on this point. In the exercise of this Authority, he/she shall have power to alter the Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

9 AUTHORITY AND DUTIES OF THE MANAGER

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Manager of the locations as set forth herein and shall perform the Contract to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his 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 men to which the Manager objects. Upon request, the Contractor shall confirm in writing any oral order, direction, requirements or determination.

10 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 a contractual liability endorsement covering the obligations assumed by the contractor under this contract, AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 5 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 5 million combined single limit per accident for bodily injury and property damage liability.

The Contractor shall also take out, maintain and pay the premium on:

Garage Keepers' Legal Liability Insurance – Including but not limited to vehicles parked by the public and the contractor with a limit of Two Hundred Thousand Dollars and No Cents (\$200,000.00) per occurrence per location covering Comprehensive perils including total theft and collision coverage.

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 not less than Four Hundred thousand Dollars and No Cents (\$400,000.00) per occurrence.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ and its wholly owned entities as additional insureds, 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 cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

In addition, the policy (ies) shall include the Authority and its wholly owned entities as an additional insured and the policy (ies) and its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated, or modified

without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Attn: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

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 result in an additional premium, The General Manager, Risk Financing 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 Financing 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 Financing, 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 Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing 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#3991N]*

11 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 General Manager, Operations Manager, Regional Contract Manager, Regional Human Resources Coordinator, Regional Customer Service/Training Coordinator, Regional Finance and Reporting Coordinator and Regional Sales and Marketing Coordinator and other administrative personnel performing such duties exclusively.
- (2) "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.
- (3) "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.
- (4) "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.
- (5) "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.
- (6) "Minimum Direct 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 Direct Hourly Wages stated hereunder.
- (7) "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.
- (8) 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.
- (9) "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.

- (10) "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, but excluding Health Benefits.
 - (11) 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.
 - (12) "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.
 - (13) "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 accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on September 15, 2012. Although the employee accrues 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 October 2013. The employee's vacation benefits accrued in 2012 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. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2012.

- (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 Direct Hourly Wages for each Employee in each category as set forth below and the Average Hourly Direct Wages, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Direct Hourly Wages – JFK, EWR, LGA and SWF

The following values represent the Minimum Direct Hourly Wage(s) for each year of the first three years of the five (5) year base period.

Position	Year 1	Year 2	Year 3
Lane Cashier	\$10.16 per hour	\$10.46 per hour	\$10.78 per hour
Attendant (Traffic/Valet)	\$9.59 per hour	\$9.88 per hour	\$10.17 per hour
Clerk (Office/Revenue)	\$11.28 per hour	\$11.62 per hour	\$11.97 per hour
Supervisor (Field/Office)	\$13.54 per hour	\$13.96 per hour	\$14.36 per hour
Supervisor-in-Charge	\$15.79 per hour	\$16.26 per hour	\$16.75 per hour

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 Annual Salaries for each Employee in each category as set forth below and as set forth in the Calculation of Annual Salaried Position Form and accepted by the Port Authority.

Annual Salaries – JFK, EWR, LGA and SWF

Positions at JFK	Year 1, 2 and 3	
General Manager	To be determined by proposer*	
Operations Manager	To be determined by proposer*	
Positions at EWR/SWF	Year 1, 2 and 3	
General Manager	To be determined by proposer*	
Operations Manager	To be determined by proposer*	
Positions at LGA	Year 1, 2 and 3	
General Manager	To be determined by proposer*	
Operations Manager	To be determined by proposer*	
Regional Positions –The Contractor shall provide a minimum of one individual per position to oversee all four (4) airports.		
Regional Positions	Year 1, 2 and 3	
Regional Contract Manager	To be determined by proposer*	
Regional Human Resources Coordinator	To be determined by proposer*	
Regional Customer Service/Training Coordinator	To be determined by proposer*	
Regional Finance and Reporting Coordinator	To be determined by proposer*	
Regional Sales and Marketing Coordinator	To be determined by proposer*	

*The Contractor will determine the salary and shall indicate them in the Calculation of Rate For Annual Salaried Positions Forms then transpose the resulting annual salary rate

onto the Monthly Management Fee Calculation Breakdown forms; such salaries are exclusive of any supplemental or other types of benefits required by law.

NOTE: The above stated Minimum Direct Hourly Wages and Salaries apply to the first, second and third year(s) of the base term of the Contract. For the remaining years (years four and five) of the base term of the Contract, the minimum hourly wages and annual salaries will be adjusted using the CPI adjustment.

- (a) Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits accepted by the Port Authority for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.
 - (1) Health Benefits shall be provided to Employees and their families.
 - (2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable 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 the Calculation of Rate for Annual Salaried Positions forms, accepted by the Port 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.
- (b) Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.
- (1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
 - (2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
 - (3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.
- (c) In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the Section entitled "Adjustments" in the Contract Specific Terms and Conditions, then the Minimum Direct Hourly Wage, Average Hourly Direct 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
- (d) 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 Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits accepted by the Port Authority and the Supplemental 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.

- (e) 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.
- (f) 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, when 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.

- (g) 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 I, entitled "Sample Certified Statement".

- (h) In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Direct 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 the Health Benefits as accepted by the Port Authority (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), and the Minimum Direct Annual Salaries that the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph c position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.
- (i) 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.
- (j) 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.

12 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 Port Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems, which control, collect, dispense, contain, manage, administer, or monitor information "owned" by the Port Authority.

The Port Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this agreement. All Contractor records shall be kept and documents of subcontractors, if applicable. Such access shall be given or obtained both before and within a period of three years after Final Payment to the Contractor, provided, however, that if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of Final Payment with respect to the records and documents involved.

No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which the Port Authority would have in the absence of such provision.

Unless otherwise approved by the 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) in ordinary business hours, the examination and audit of such records and books of account by the duly authorized representatives of Authority. If Contractor receives approval from the 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 for Authority Audit staff seeking access to such records and this cost shall be borne solely by Contractor.

PART II - SPECIFICATIONS

Section 1 DEFINITIONS

Terms, as used in this agreement

Basic Lease - shall mean the agreement between the City of Newark and the Port Authority dated October 31, 2002 as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 31, 2002 has been recorded in the Office of the Register of Deeds for the county of Essex on October 31, 2002 in Book I-110 of Deeds at Pages 242, et seq.

Basic Lease - shall also mean the agreement made between the Port Authority and the City of New York Dated November 24, 2004, as the same from time to time may have been or may be amended or supplemented, by which LaGuardia and John F. Kennedy International Airports were leased by the City of New York to the Port Authority which agreement was recorded in the Office of the Register of the City of New York, County of Queens, on November 24, 2004 in Liber 5402 of Conveyances, on page et seg.

Airport 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 the Airport Manager or General Manager of John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and the Stewart International Airport.

Airport or Airports- shall mean John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA) and Newark Liberty International Airport (EWR) and Stewart International Airport (SWF).

Facility or Facilities - shall mean, John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport and Stewart International Airport.

Monthly Period - shall mean, as the context requires, the actual number of days commencing on the Commencement Date continuing through the balance of said month, both dates inclusive and each calendar month thereafter occurring during the term of the Contract, provided, however, that if the Contract is terminated or expires on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration or termination occurs shall expire on said date.

Annual Period - shall mean the twelve-month period commencing on the Commencement Date, as herein above defined, and ending on the day preceding the first anniversary of the Commencement date and each twelve-month period occurring thereafter during the term of the Contract, as the same day may be extended, commencing with each anniversary of the Commencement Date; *provided, however*, that if the Commencement Date occurs on a day which is other than the first day of a calendar month, the first Annual Period shall consist of the portion of the calendar month in which the Commencement Date occurs, plus the succeeding twelve (12) calendar months and each subsequent Annual Period shall commence on the anniversary of the first day of the first full calendar month following the month in which the Commencement Date occurs; and provided, further, that the last Annual Period shall expire in any event on the Expiration Date of the Contract.

Parking Lot Transaction - shall mean the complete in and out process of a vehicle using the public parking areas.

Parking Lot Management and Operations Services or Parking Lot Services – shall mean those parking services required of Contractor as further described in Section 2(a) herein.

Section 2 DESCRIPTION OF SERVICES

- (a) The Contractor shall provide Airport Parking Lot Management and Operations Services at the Facilities including labor, supervision, uniforms, equipment, materials and supplies and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of this Contract. This Contract provides for parking management and operations services for all public and employee parking lots at the Facilities including revenue collection from customers utilizing public lots and providing world-class customer service to all customers. Additional services to be provided include, but are not limited to, general oversight of all parking areas, revenue audit control procedures, management of employee parking sales, customer assistance for customers, and marketing and sales for corporate parking initiatives. The Contractor will provide management coordinators and supervisory staff, Lane Cashiers, and Attendants (Traffic/Valet), Clerks (Office/Revenue) Supervisors (Field/Office), Supervisors-in-Charge at all facilities as required under Section 5, entitled “Duties of Contractor’s Personnel”.
- (b) The Contractor’s staff shall also assist the Port Authority in the event of emergencies as deemed necessary by the Port Authority, and coordinate activity with Facility personnel when appropriate. Personnel must be able to speak English clearly to individual or groups of travelers who may need directions or instructions. The Contractor acknowledges and agrees that the work to be performed under this Contract shall be provided at all times in a high quality, courteous and professional manner.

Section 3 MISSION STATEMENT

- (a) From and after the Commencement Date and continuing throughout the balance of the term of the Contract, including the Option Periods and Extension Period, if any, the Contractor shall develop and establish a mission statement for the operation and management of the Airport Parking Lot Management and Operation Services, which shall be subject to the continuing approval of the Airport Manager at the respective Airport. Within thirty (30) days of the Commencement Date, the Contractor shall, at its expense, post its mission statement in conspicuous on-Airport locations including its role-call site and locations in which the general public interfaces with the Contractor’s employees. The location and means of posting the mission statement shall be subject to the prior approval of the Port Authority Facility Manager. Personnel who interface with the public are expected to be able to explain, upon request, how the mission statement influences their respective jobs.
- (b) The Contractor shall take measures to ensure compliance with all standards referenced in the “Customer Care Airport Standards Manual,” attached hereto and hereby made a part hereof and identified as Exhibit G, and which shall be applicable to the Contractor’s operations at all Airports.

Section 4

PERFORMANCE OF SERVICES

- (a) All assigned Contractor personnel shall perform duties as shall be established from time to time by the Port Authority Facility Manager. The Contractor shall provide Airport Parking Lot Management and Operations Services at such times and places and in such manner as the Port Authority Facility Manager shall direct or approve in accordance with the terms and provisions hereof. The Contractor shall immediately upon the direction of the Port Authority Facility Manager correct all matters, which shall have been determined to be unsatisfactory hereunder.
- (b) The Contractor shall conduct all operations hereunder in an orderly proper manner and so as not to annoy, disturb or be offensive to others at the Facilities. The Port Authority shall have the right to object to the Contractor regarding the demeanor and conduct of the Contractor's employees, invitees and those doing business with it, whereupon the Contractor will take steps necessary to remove the cause of the objections.

Section 5

DUTIES OF CONTRACTOR'S PERSONNEL

The Contractor shall furnish uniformed trained and qualified personnel to perform general duties at various locations, at the JFK, LGA, EWR, and SWF, which shall include but shall not be limited to the following:

(a) Regional Contract Manager

The Regional Contract Manager will be the Contractor's representative for all four Airports, responsible for all functions, including but not limited to operations, administration, audit, analytical, customer service, training, finance, reporting, sales, marketing and human resources in accordance with contract provisions between the Port Authority and the Contractor. The following is a listing of major duties performed by the Regional Contract Manager:

- (1) Plan, organize, direct and control the work required for the Contractor's General Manager(s), Operations Manager(s), a Regional Human Resources Coordinator, Regional Customer Service/Training Coordinator, Regional Finance and Reporting Coordinator, and Regional Sales and Marketing Coordinator, and Administrator(s) and all Supervisory staff, Lane Cashiers, Attendants (Traffic/Valet), and Clerks (Office/Revenue), Supervisor (Field/Office) and Supervisor-in-Charge personnel as well as other contractors engaged in operating the public parking lots/garages at the Facility. Abide by and ensure adherence to established policies, rules, procedures and regulations of the Port Authority as applicable at each Facility.
- (2) Maintain close and proper liaison with Port Authority Facility Managers or their duly designated representatives on audit and reporting issues and assure cooperation of the staff with authorized representatives of the Port Authority.
- (3) Maintain close liaison with and assure cooperation of the staff with members of the Port Authority Audit division on matters of revenue accountability and security.
- (4) Assure cooperation and communications with police at the Facility, handling problems of mutual concern such as the prohibited vehicles, minimizing traffic congestion leading into and out of lots/garages, impounding of vehicles, disposition of abandoned vehicles and other items relative to security and property of both the Port Authority and patrons using the Facility.

- (5) Be responsible for developing, overseeing and achieving an acceptable level of customer service by all employees of the Contractor at each Facility in accordance with the Customer Care Airport Standards Manual.
- (6) Be responsible for achieving an acceptable level of public relations by all operational employees of the Contractor at each Facility.
- (7) Review reports, both scheduled and ad hoc, and recommend in-depth analysis regarding business trends that affect overall performance of the individual lots at each Airport.
- (8) Provide pro-active and innovative management that continually monitors the operations. Analyze parking facility activities in order to develop procedures to improve patron service.
- (9) In those cases where Port Authority action is required, submit recommendations and suggestions for consideration.
- (10) Assist in setting and enforcing standards regarding parking employees' personal appearance and demeanor to assure a professional, first class, operation.
- (11) Conduct unannounced personal inspections at various times of the day and week to observe and evaluate performance of subordinate personnel in fulfilling patron service standards and contractual obligations.

(b) Regional Human Resource Coordinator

The Regional Human Resources Coordinator will be the Contractor's representative responsible for maintaining and directing all aspects of employee interests, including but not limited to, payroll, training, benefits and counseling at all four Airports. The following is a list of major duties performed by the Regional Human Resources Coordinator, under the direction of the Regional Contract Manager:

- (1) Plan, organize, direct, and maintain all aspects of employee needs. This includes all processes and policies typical of a human resources department (i.e., recruitment, hiring, orientation, benefits, union issues, disciplinary action, ensuring legal compliance, and processing of forms accurately and in a timely manner).
- (2) Abide by and insure adherence to established policies, rules, procedures and regulations of the Port Authority, including monitoring employee turnover rates and employee counseling summaries.
- (3) Continually monitor the effectiveness of current human resource procedures. In those cases where Port Authority action is required, the Regional Human Resources Coordinator is expected to submit recommendations and suggestions for Port Authority consideration.
- (4) Plan, organize, direct and control the work required to execute all Human Resources and Payroll requirements
- (5) Monitor and explore effectiveness of current policies, procedures, and laws. Submit recommendations and suggestions for mandatory updates, enhancements, etc. to the Contractor and the Port Authority when applicable or needed.
- (6) Ensure customer issues are investigated and addressed in accordance with Contract provisions.

- (7) Maintain and analyze reports, mystery shops, and feedback of customer concerns and recommend enhancements/changes based on trends and/or needs noted for Port Authority consideration.
- (8) Develop, maintain, and implement training programs for all levels of employees that will enhance job performance and professional development.
- (9) Develop, maintain, and implement orientation and job function training program for new hires.

(c) Regional Customer Service/ Training Coordinator

The Customer Service/Training Coordinator will be the Contractor's representative for all airports, responsible for customer concerns and employee training in accordance with contract provisions between the Port Authority and the Contractor. The following is a listing of major duties performed by the Customer Service and Training Coordinator, under the direction of the Regional Contract Manager:

- (1) Plan, organize, direct and control the work required to execute Customer Service and Training requirements.
- (2) Ensure all aspects of "Customer Contact Concerns" in regards to the Parking Operation are handled accurately and timely.
- (3) Abide by and insure adherence to established policies, rules, procedures and regulations of the Port Authority in regards to customer service and training.
- (4) Maintain close and proper liaison with Airport Managers or their duly designated representative on day-to-day customer service and training concerns and assure cooperation of staff with authorized representatives of the Port Authority.
- (5) Report on and track trends regarding customer concerns.
- (6) Review, report on, track, and maintain the Contractor's Mystery Shopper Program.
- (7) Develop and implement all levels of training applicable to employees. This includes but is not limited to: New Hire Orientation, various certifications, customer service, and leadership.
- (8) Implement and maintain the employee Incentive (Reward) Program, as well as address applicable disciplinary concerns with the rank and file.
- (9) Coordinate employee events.

(d) Regional Finance and Reporting Coordinator

The Finance and Reporting Coordinator will be the Contractor's representative for all airports, responsible for the audit, finance and reporting functions in accordance with contract provisions between the Port Authority and the Contractor. The following is a listing of major duties performed by the Regional Finance and Reporting Coordinator, under the direction of the Regional Contract Manager.

- (1) Plan, organize, direct and control the work required for all the Contractor's Office/Clerical personnel. Ensure all necessary reports and forms are complete, accurate and timely.
- (2) Abide by and insure adherence to established policies, rules, procedures and regulations of the Port Authority in regards to the audit and reporting functions.

- (3) Maintain close and proper liaison with the Airport Managers or their duly designated representative on day-to-day audit and reporting problems. To ensure co-operation of his staff with the authorized representatives of the Port Authority.
- (4) Maintain close liaison with and ensure co-operation of his staff with the members of the Port Authority Audit Division on matters of revenue accountability and security.
- (5) Review all records and reports and take necessary actions through the Regional Contract Manager to correct errors and improve the proficiency and accuracy of parking employees.
- (6) Ensure the timely and accurate submission of required operational and administrative reports through the computer system and their authorized screens to Port Authority management regarding pertinent parking lot activities and performance.
- (7) Forward statistical reports prepared for the Port Authority to the proper parties within the Port Authority each month, consisting of Monthly Revenue Reports, Missing Reports, Stratifications, Ticket Revenue Comparison, Tickets Issued/Tickets Collected.
- (8) Create Ad Hoc reports when requested by the Port Authority. Maintain reporting templates as a reporting standard from location to location.
- (9) Conduct in-depth analysis regarding business trends that affect overall performance of the individual lots at each airport.
- (10) Continually monitor the effectiveness of current audit and reporting procedures. In those cases where Port Authority action is required, the Regional Finance and Reporting Coordinator is expected to submit recommendations and suggestions for Port Authority consideration.

(e) Regional Sales and Marketing Coordinator

The Sales and Marketing Coordinator is responsible for developing, implementing and managing creative solutions aimed at increasing the number of customers and public parking revenues at the Port Authority Airports. The functions of this position include:

- (1) Responsible for identifying, developing and managing prospective corporate parking groups and then successfully bringing the prospect through the sales pipeline to a successful close
- (2) Ability to negotiate contracts of corporate clients
- (3) Monitor, review, and analyze the market rate structures
- (4) Manage multiple marketing campaigns including internet print, directory, mail, internet, display and broadcast media
- (5) Provide monthly accurate forecast of pending corporate sales
- (6) Maintain a detailed actionable items list for all marketing initiatives
- (7) Conduct marketing meetings with senior management personnel to provide updates on all active initiatives
- (8) Produce reports and conduct marketing meetings for senior management detailing all marketing initiatives and results.

(f) General Manager

The General Manager will be the senior representative for the Contractor on a full-time basis at each Airport, except for EWR and SWF, where only one General Manager will be required to cover both airports. The General Manager will be responsible for the administration and operation of the parking facilities. The following is a listing of major duties performed by the General Manager:

- (1) Plan, organize, direct and control the work required for all the Contractor's administrative, supervisory, cashier, and other employees and subcontractors engaged in operating the public parking lots at the Facility.
- (2) Abide by and ensure adherence to established policies, rules, procedures and regulations of the Port Authority as applicable at the Facility.
- (3) Maintain close and proper liaison with the Port Authority Facility Manager or his/her duly designated representative on day-to-day operational problems and assure cooperation of his/her staff with authorized representatives of the Port Authority.
- (4) Maintain close liaison with and assure cooperation of his/her staff with members of the Port Authority Audit division on matters of revenue accountability and security.
- (5) Responsible for the overall collection of all parking related revenues.
- (6) Be responsible for the reporting of safety and security concerns of the Parking Lot Service.
- (7) Assure cooperation and communications with police at the Facility, handling problems of mutual concern such as the prohibited vehicles, minimizing traffic congestion leading into and out of the lots, and other items relative to security and property of both the Port Authority and patrons utilizing the parking facilities.
- (8) Be responsible for achieving an acceptable level of public relations by all employees of the Contract at the Facility.
- (9) Be responsible for the final selection and dismissal of parking personnel of the Contractor at the Facility.
- (10) Authorize and approve the purchase of supplies, services and materials associated with the administration and operation of the parking facilities in accordance with the Contract.
- (11) Be responsible for maintaining a running record, "The Manager's Log", which will note by time and date all instances of non-routine events (i.e. vehicle thefts, vandalism, lot closures, etc.) and record the nature and result of all communications with Port Authority representatives.
- (12) Be responsible for analyzing parking lot operational activities in order to develop procedures to improve patron service. In those cases where Port Authority action is required, the General Manager is expected to submit recommendations and suggestions for Port Authority consideration.
- (13) Conduct unannounced personal inspections at various times of the day and week to observe and evaluate performance of subordinate personnel in fulfilling patron service standards and contractual obligations.

- (14) The General Manager shall not serve in the capacity of a cashier on any regular tour or scheduled relief tour.
- (15) Serve as the Regional Contract Manager in his/her absence.

(g) Operations Manager

The Operations Manager assists the General Manager on a full-time basis and will be responsible, under direction of the General Manager, for the administration and operation of the parking facilities. The following is a listing of major duties performed by the Operations Manager:

- (1) Plan, organize, and direct the work required of the entire Contractor's administrative, supervisory, cashier, and utilize employees engaged in operating the public parking lots at the Facility.
- (2) Abide by and ensure adherence to established policies, rules procedures and regulations of the Port Authority as applicable at the Facility.
- (3) In the absence of the General Manager, assumes the position and duties of the General Manager, as the senior official in charge.
- (4) Initiate and direct the orientation of new employees as well as efforts designed to improve the efficiency of employees already on duty.
- (5) Maintain close liaison with and assure cooperation of each supervisor with members of the Port Authority's Audit Division on matters of revenue accountability and security.
- (6) Maintain proper liaison with the Port Authority Facility Manager or his/her duly designated representative on day-to-day operational problems.
- (7) Assist in achieving an acceptable level of public relations by all employees of the Contractor at the Facility, instructing employees to render the utmost courtesy in dealings with the public.
- (8) Assist in setting and enforcing standards for parking employees, personal appearance and demeanor, including, but not limited to, attitude, personal contact with patrons, and uniform attire.
- (9) Aid the General Manager in observing and evaluating each supervisor's performance in the supervision of the parking employees of the Contractor under such supervisor's direction including the conducting of unannounced personal inspections at various times of the day and week to effect such observation and evaluation.
- (10) Review all records and reports and take necessary action directly or through supervisors, to correct errors and improve the proficiency of Airport parking lot management and services employees' or the Contractor.
- (11) Assist in developing and forwarding to the Port Authority suggestions for improving service, the means for which are beyond the responsibility of the Contractor or its capacity to control.
- (12) The Operations Manager shall not serve in the capacity of a cashier on any regular tour or scheduled relief tour.

(h) Supervisor-in-Charge

All Supervisors-in-Charge are required to monitor and ensure the compliance by all staff to established Airport Customer Service standards as required in Exhibit G, entitled "Customer Care Airport Standards Manual" attached hereto. The following is a listing of major duties performed by the Supervisors-in-Charge.

- (1) Supervise all parking activities for which the Contractor is responsible on an assigned shift at the Facility.
- (2) Monitor and ensure the compliance by all staff of established Airport Customer Service standards.
- (3) Participate in the hiring and dismissal of employees, as required.
- (4) Be responsible for the optimum utilization of personnel and other resources on an assigned shift, including assistance in establishing entrance and exit lane scheduling patterns necessary to meet adequate service standards.
- (5) Discuss any existing problems concerning vehicles, tickets, staffing coverage, broken equipment or other related matters with the Supervisor-in-Charge from the previous shift.
- (6) Assign Supervisors (Field/Office)' specific duties including that skimming activities of monies from cashier's booths do not occur, manning the duty desk, customer service plaza supervision and patrolling of parking fields and roadways.
- (7) Schedule proper supervision for the assigned shift, arrange for lunch reliefs, days off, vacation and all similar categories of time.
- (8) Supervisor shall notify the Port Authority Facility Manager if there are any cleaning issues by the Port Authority's Contracted Janitorial and General Cleaning Company.
- (9) Explain new procedures to supervisory staff as they are implemented.
- (10) Contact the General Manager for updating on current changes. Keep the General Manager fully informed on daily operations.
- (11) Oversee the change of shift by physical presence in the office.
- (12) Check supervisor's tour assignment reports generated daily for each tour, a list of personnel and their assignment for the required staffing level(s) in all parking areas. Authorize necessary steps to obtain volunteers for overtime, as necessary.
- (13) Assume the responsibilities as company representative when both the General Manager and the Operations Manager are unavailable
- (14) Maintain appropriate liaison and coordination with Port Authority Duty Transportation Supervisor on daily operational problems affecting patron service or public relations.
- (15) Assist in personnel training of new supervisory personnel and advising them of company rules, regulations, standards and responsibilities.
- (16) Oversee duties performed by Supervisors (Field /Office), monitor their daily reports on physical conditions of cashier booths and take follow-up action to effect repairs. Report findings to management as required.

- (17) Train lower-level supervisory personnel on their functions and responsibilities and evaluate subordinate performance.
- (18) Check and maintain Cashier Terminal (CT) and Ticket Issuing Machine (TIM) equipment re: restocking TIMS, CT, journal receipt paper, clearing jammed tickets from the TIMS and CTs. Reset Cashier Terminals when screens are frozen.
- (19) Log all computer malfunctions and dispatch proper maintenance personnel to resolve the problem.
- (20) Resolve any problem with cashier personnel. Answer incoming intercom calls from the cashier staff and resolve the situation in accordance with company policy. Depending upon the situation, advice or approval may be sought from the Port Authority Supervisor to assist in correcting the condition.

(i) Supervisor (Field/Office)

All Field/Office Supervisors are required to monitor and ensure the compliance by all staff to established Airport Customer Service standards as required in Exhibit G, entitled "Customer Care Airport Standards Manual" attached hereto. The following is a listing of major duties performed by the Field/Office Supervisors.

- (1) Under the direction of the Supervisor-in-Charge provide first-line supervision of all personnel of the Contractor engaged in the parking lot operation to ensure safe and efficient service, which may include resolution of problems at exit plazas.
- (2) Assure optimum utilization of personnel and other resources to maintain adequate patron service standards. Assist and recommend in the establishment of entrance and exit-lane scheduling patterns to maximize staff efficiency.
- (3) As assigned assume supervision of the duty desk, with responsibilities for maintaining operating logs, assigning cash banks and control keys to cashiers, including the control of variable message signs and the monitoring of any camera system.
- (4) Check all tollbooths, parking equipment and areas for condition and serviceability. Note cleanliness, rubbish, broken glass, condition of time clock, doors, windows, instruction cards and sheets and all equipment. Note deficiencies and corrective action in supervisor's log.
- (5) Check accuracy of time stamped by all time clocks at least once during assigned shift.
- (6) Check the attendance of all subordinate employees and monitor their ability to perform required duties and to reflect favorably upon organization with respect to appearance and compliance. Assure that an employee judged to be unfit is not permitted to go on duty before all deficient conditions are corrected.
- (7) Assign positions to each employee indicated on the work schedule previously approved by the General Manager and assure that each employee's change bank is in order.
- (8) Evaluate all traffic conditions and provide adequate tollbooth coverage (opening, closing and reversing lanes) to meet adequate standards of service. Open or close lots as occupancy reaches a certain predetermined level. Consult with Airport personnel as required to provide optimum traffic flow and a high level of customer service.

- (9) Supervise and train employees' personal contact with patrons to insure the establishment and maintenance of favorable public relations.
- (10) Take steps to prevent the accumulation of improperly parked vehicles considered a hindrance to traffic circulation within the lot.
- (11) Handle the investigation of lost claim-check cases and customer complaints when such handling by supervisors rather than cashiers is required.
- (12) Oversee the checkout of cashiers at the end of assigned shift. Assure completion of ticket and cash records as well as cash deposits, and of tour reports.
- (13) Instruct and train parking employees in duties, rules and regulations. Insure that all instructions to employees are properly carried out.
- (14) Report to higher management all pertinent items and field activities vital to parking security and affecting the efficiency of operations. This includes traffic and parking patterns which the supervisor notes during personal inspection.
- (15) Maintain proper liaison with Port Authority representatives on day to-day operational problems.
- (16) Conduct field inspections on a regular basis and report deficiencies to the Operations Manager where Port Authority corrective action is required. Submit reports to Supervisor-in-Charge or higher contractor management as conditions warrant.
- (17) Physically inspect vehicles operated by the Contractor for cleanliness and damage, and report findings to Supervisor-in-Charge for corrective action.
- (18) Supervise pre-cashiering stations at locations if required to satisfy operational needs.

In addition to the duties above, the Field/Office Supervisor will be required to perform these additional tasks:

- (19) Must master all of the job functions and responsibilities of the Cashiers, supervise them, and render such advice and training to them as necessary.
- (20) Possess significant computer training to enable the him/her to train cashiers and to correct problems that may result from malfunctioning of the equipment or its improper use.
- (21) Must be in constant communication with Cashiers and take appropriate action to clear any situation in the lanes.
- (22) Must be in communication with patrons and be able to solve a patron's problem at entry lanes, exit lanes and pre-cashiering machines.
- (23) Must be able to effectively communicate with management, vendor support personnel, and other entities operating at the Airport.
- (24) Must be able to understand and use the Revenue Control System (RCS).

(j) Clerk (Office)

The following description is for the Office Clerk. This position, under the direction of the General Manager or the Operations Manager, is responsible for the day-to-day

maintenance of inventory procedures and related computer-assisted operations. In carrying out these functions, the Office Clerk shall:

- (1) Review various management reports from the computer system and takes appropriate action to resolve exceptions.
- (2) Generate daily lot checkers schedules.
- (3) Program and upload the License Plate Inventory (LPI) equipment.
- (4) Generate reports from various screens matching license plates against disappeared vehicles.
- (5) Generate monthly reports.
- (6) Report abandoned vehicles (over 30 days) to the Port Authority Facility Manager.
- (7) Maintain detailed records of all vehicle inventory adjustments made and the reasons to substantiate the revisions.
- (8) Assure cooperation with Port Authority Facility and Audit personnel engaged in reviewing the LPI inventory, procedures and computer operations.
- (9) Initiate reports to the General Manager, as requested, regarding functions and responsibilities. Reports problems to the General Manager.
- (10) Maintain close liaison with the Port Authority Systems Administrator for Revenue Control System (RCS).
- (11) Maintain close liaison with General Manager.
- (12) Assure cooperation with Port Authority Facility and Audit personnel engaged in reviewing LPI inventory procedures and computer operations.
- (13) Generates Pay-on-Foot (POF) reports. Searches and resolves POF malfunctions, assist patrons having problems with the POF's re: stock tickets, credit cards, and money

In addition to the duties above this position, under the direction of the General Manager or the Operations Manager, is responsible for:

- (1) Abide by and insure adherence to the internal policies, rules, procedures and regulations of the Port Authority as applicable at the Facility.
- (2) Maintain close and proper liaison with the General Manager or his/her duly designated representative on day-to-day internal problems.
- (3) Maintain close liaison with members of the Port Authority Audit Division on matters of revenue accountability and security.
- (4) Be responsible for achieving an acceptable level of public relations by answering patron complaint inquiries at the Facility. Also includes handling all patron refunds.
- (5) Assure the timely submission of required operational and administrative reports to Port Authority management regarding pertinent parking lot activities and performance. Oversee all administrative activities carried out by subordinate personnel.

- (6) Review the purchase of supplies, services, and materials associated with the administration and operation of the parking facilities in accordance with the Contract. This includes the approval of all bills with respect to the above.
- (7) Review and process all damage reports submitted by the Supervisors checking for additional information needed to complete such reports properly. Notify patron of our denial of responsibility for damages and theft of personal property. On a monthly basis send a Damage Report Summary (DPS) to the Port Authority Transportation Supervisor listing totals of cars stolen, damaged, or other which includes theft from vehicle, etc.
- (8) Prepare new timecards each week for all employees.
- (9) Assist General Manager in preparation of reports of a confidential nature.
- (10) Distribute petty cash, maintain records, reconcile periodically.
- (11) Maintain complete absenteeism records, check every employee's timecard weekly, record, any absenteeism, and maintain personnel file.
- (12) Maintain checking account and also reconcile the bank statement at the end of each month.
- (13) Prepare quarterly sheets for Revenue Clerks.
- (14) Investigate reports of robberies and forward reports to Port Authority Facility Manager or his/her designee.
- (15) Prepare weekly payroll listing all hours for each employee on timesheets. Record sick, vacation and adjustment pay on proper records. Review payroll register sheets for each week to insure that deductions, increases, holiday, and vacations and have been handled properly.
- (16) Review all vacation requests as well as requests for leave of absences and holidays. Submit requests for vacation to the Operations Manager for his/her review and approval, copy the employee and arrange for the employee to receive his/her accrued vacation pay the week prior to his/her leaving.
- (17) Forward statistical reports prepared for the Port Authority to the proper parties within the Port Authority each month, consisting of Monthly Revenue Reports, Missing Reports, Stratifications, Ticket Revenue Comparison, and Tickets Issued/Tickets Collected.
- (18) Oversee typing and clerical duties in support of those activities normally carried out in the administration of the public parking lot operation.
- (19) Handle telephone inquiries regarding parking lot activities, and refer unusual requests for information to management personnel.
- (20) Handle all disability claims submitted by employees to be filed with the State Insurance Fund and record payments by fund on the payroll.

(k) Clerk Revenue

Prepare, reconcile, and post all necessary reports and forms and other clerical work associated with the parking operation. Such forms and clerical work shall include, all material that shall be specified by the Port Authority from time to time, and will be subject to audit review by the Port Authority. Delivery and distribution of the forms and

reports will be made promptly wherever and in such quantity as may be directed by the Port Authority. The forms, reports and clerical work include, but are not limited to, the following:

- (1) Daily Tour Reports (DTR) by each Cashier showing the number of cars, parking durations, and total collections. All collections from the DTR are compared and summarized. All DTR by key are checked against the cashier terminals, journal tape to correspond with the bank deposit.
 - (2) Bank Deposit of Collections with night vault deposit. Reconcile, separate, and validate bank deposits. Reconcile field pickups and receipts with the total collections. Validate bank deposits and submit to the Port Authority on a daily basis. Check and record all lost claim tickets on the cashier's tour report.
 - (3) Prepare parking stratification reports by lot.
 - (4) Inventory all operating supplies.
 - (5) Post balance due receipts daily. Prepare and mail request for payment notice to patrons every 15 days. Collect all balance due correspondence returned by the Post Office.
 - (6) Reconcile cashier exception sheets against detailed cashier report.
 - (7) Maintain a short register for each cashier for the purpose of recording his/her shortages. Issue a shortage slip and place into the cashier's file.
 - (8) Compile all reports, field pickups, receipts and bank tapes for delivery to the Port Authority.
 - (9) Check discount category tickets daily record the numbers and value and submit to the Port Authority.
 - (10) POF Daily Worksheet - Photocopy all deposit sheets received and included in the daily collection. This includes credit cards from the cashier terminals.
 - (11) Breakdown Sheet - Reconcile all revenues collected by the cashier and deposited.
- (l) Attendant (Traffic/Valet)
- (1) Under the immediate supervision and direction of the Field/Office Supervisor, change traffic directional signs and set up traffic cones to facilitate the flow of traffic within public parking lots at the Airport.
 - (2) Direct patrons to available parking spaces within parking lots when required, and set up barriers or traffic cones to prevent unauthorized parking, where necessary.
 - (3) Direct departing traffic to available cashier lanes to expedite such traffic.
 - (4) Report to immediate supervisor pavement failures including potholes and all other deficiencies with regard to the physical condition of the parking lots.
 - (5) Perform other related duties as directed by the supervisor.

(m) Lane Cashier

The function of a Lane Cashier, is to collect parking fees from patrons as they leave the airport parking lots. Normally fees will be calculated by the parking lot computer, however, if power outage or computer malfunction, cashier must be able to calculate fees owed.

- (1) The Lane Cashier will be fully knowledgeable of the Port Authority parking lot rate structure in accordance Section 8 entitled "Training Requirements Provided by the Contractor" hereto, and ensure that patrons are properly charged in accordance with the published rates.
- (2) The Lane Cashier will ensure the safeguarding of funds and be accountable for overages and shortages.
- (3) The Lane Cashier will prepare a Daily Tour Report recording by denomination the total number of monies and tickets collected, recording any exceptions.
- (4) As directed, the lane cashier will prepare lost claim-check forms and balance due statements.
- (5) The Lane Cashier will be fully knowledgeable on the Port Authority's Revenue Control System computer terminal installed at the exit lane toll plaza.
- (6) Provide superior customer service to airport customers.

NOTE: In addition to the above, there are other related duties that may be required in each job category. The points outlined as key items of responsibility are set forth here primarily as a guide.

Section 6 POST COVERAGE

- a) The Contractor shall furnish Lane Cashiers, Attendants (Traffic/Valet), Clerks (Office/Revenue), Supervisors (Field/Office), Supervisors-in-Charge at each Facility hereunder on a seven (7) day/week, 365 day/year (366 days during a leap year) basis as set forth in Exhibits A, B C and D, attached hereto and hereby made a part hereof.
 - **All schedules are subject to change by the Port Authority Facility Manager, or his/her designee.**
- (b) The Port Authority shall also have the right at any time and from time to time, in its discretion, by notice to the contractor, to relocate and change the location of any Airport Parking Lot staff post on the airport.
- c) All Contractor's personnel assigned to duty at the Facility will report for duty ½ hour prior to each assigned tour for the purpose of tour roll call unless otherwise directed by the Port Authority Facility Manager. The Operations Manager or his/her authorized representative will conduct roll call and dispatch the Contractor's personnel to their assigned posts.

Roll call time prior to the commencement of actual post coverage is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed. However, such time will be considered hours worked for the purpose of computing the Minimum Average Hourly Wage and Supplemental Benefits under Part I Contract Specific Terms and Conditions for Facility Services, Section 11 herein entitled "Wages, Health and Supplemental Benefits".

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 Minimum Average Hourly Wage and Supplemental Benefits under Part I Contract

Specific Terms and Conditions for Facility Services, Section 11 of this Contract, meal and relief period hours will not be considered hours worked; however, wages paid by the Contractor, if any, will be considered for such computation.

A regular 8-hour tour for a Lane Cashier, Attendant (Traffic/Valet), shall include a minimum of a 30-minute meal period. Each Lane Cashier, Attendant (Traffic/Valet), will receive an additional fifteen (15) minutes of relief time during each 8-hour tour. The 15 minutes is not to be scheduled in conjunction with the 30-minute meal period. Meal periods may not start until the Lane Cashier, Attendant (Traffic/Valet), has been on duty a minimum of 3 hours. Employees will not be permitted to take their meal and relief periods on post. Lane Cashier, Attendant (Traffic/Valet), shall not leave their posts unless instructed to do so or unless relief is supplied.

- (c) The Port Authority will compensate the Contractor for post hours. Post hours include only that time at which an employee is on his/her post. Post hours do not include roll call, transportation to or from the roll call location, meal breaks, rest breaks or any other time off post. Post coverage is to be continuous during the hours specified.
- (d) The Contractor shall, at its expense, transport employees from the roll call area to their assigned posts at the start of the tour and return them at the end of the tour.
- (e) Lane Cashiers and Attendants (Valet/Traffic) shall be relieved from duty during meal and relief periods and will not be permitted to remain at their workstation for these periods. Meal and relief periods must not be combined. Lane Cashiers for meal and relief periods shall be provided by the Contractor and this relief time shall not be considered lane coverage which is additional to the schedule and will not be billed to the Port Authority nor separately or additionally reimbursed.
- (f) The Contractor shall ensure that all Contract staff shall be well groomed, neat and clean in appearance without display of excessive ornamentation on post and shall be in professional attire. No large earrings, personal cell/wireless telephone, electronic communication devices, portable television sets. There is no smoking, consumption of food, drinks or alcohol are allowed while on post.

Section 7 QUALIFICATIONS OF EMPLOYEES

- (a) The Contractor shall furnish competent and adequately trained personnel to perform the service hereunder. Prior to assigning any personnel to the Contract as Supervisor-in-Charge, Regional Contract Manager, Regional Contract Manager, Regional Human Resources Coordinator, Regional Finance and Reporting Coordinator, Regional Finance and Reporting Coordinator, and Regional Sales and Marketing Coordinator, General Manager(s), and Operations Manager(s), the Contractor shall furnish to the Port Authority the references of the proposed individuals detailing their experience and qualifications within the past five (5) years for the position for Port Authority review and approval.
- (b) Contractor personnel acting as Lane Cashier, Attendant (Traffic/Valet), Clerk (Office/Revenue) or Supervisor (Office/Field), shall meet the following minimum requirements:

- (1) Possess a high school diploma, or a general equivalency diploma
 - (2) Have the ability to communicate in English fluently
 - (3) Have the ability to effectively use interpersonal skills in order to resolve customer problems and complaints
 - (4) Have the ability to deal with and maintain an effective working relationship with Port Authority staff and the general public
- (c) Contractor personnel acting as Lane Cashier, Attendant (Traffic/Valet) or Supervisor (Office/Field), hereunder must be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertions such as:
- (1) Standing or walking an entire tour
 - (2) Climbing stairs
 - (3) Lifting and carrying baggage weighing up to 50 lbs,
 - (4) Exposure to severe weather conditions for an entire shift.
- (d) May not have less than 20/30 corrected vision in each eye, color confusion or impaired color and depth perception, or impaired hearing.
- (e) Prior to the Commencement Date and prior to the hiring of all new employees, and randomly thereafter at the request of the Port Authority, all contract employees must take and pass a physical examination and drug screening test including a comprehensive ten panel drug screen or its equivalent, to include screens for the following, 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 the duties hereunder. The drug screening test shall be conducted by an independent firm (other than the Contractor and who shall be approved by the Port Authority). This shall be conducted at no cost to the Port Authority:

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

- (f) Regional Contract Manager, General Manager, Operations Manager, Supervisors-in-Charge, Regional Contract Manager, Regional Human Resources Coordinator, Regional Finance and Reporting Coordinator, Regional Finance and Reporting Coordinator and Regional Sales and Marketing Coordinator shall possess a minimum of 60 degrees of college credits; or be qualified as a Certified Parking Facility Manager by the National Parking Association; or be qualified as a Certified Administrator of Public Parking by The International Parking Institute; or a minimum of five (5) years of parking experience at the supervisory level and possess a valid New York or New Jersey Driver's License. All such qualification must be obtained and presented to the Port Authority within thirty (30) days upon commencement of the Contract.
- (g) Upon the Commencement Date of the Contract and at any time during the period of the Contract, the Contractor shall furnish the Port Authority Facility Manager at no expense to The Port Authority, information concerning the requirements and qualifications of the

Contractor's personnel as listed above and shall submit evidence substantiating said qualifications and requirements to the satisfaction of the Airport Manager.

- (h) Persons currently employed immediately prior to the Commencement Date of this Contract at the Facilities as Lane Cashier, Attendant (Traffic/Valet), Clerk (Office/Revenue) or Supervisor (Field/Office), by the immediately preceding Contractor who do not meet the requirements of paragraph (b) and (c) above may be employed by the Contractor under the Contract, subject to approval of the Port Authority Facility Manager, provided such employment commences at the Commencement Date of the Contract.
- (i) The Contractor shall maintain a personal file, in its offices at the Facility, for each and every individual employed under this Contract at the Facility and will document the employee's qualifications and any other information relative to their performance under this Agreement. The file should include all paperwork relative to the qualifications cited in this Contract, disciplinary action and any other information pertinent to the employee's performance. These records shall be reviewed from time to time by the Port Authority and become the property of the Port Authority.

Section 8 TRAINING PROVIDED BY THE CONTRACTOR

- (a) All new personnel supplied by the Contractor shall, prior to and throughout the term of this Agreement, receive the initial training as herein defined below to the satisfaction of the Port Authority, designed to enable them to perform the functions demanded. If any of such personnel do not perform the services to be furnished hereunder in a manner satisfactory to the Port Authority, the Contractor shall immediately remove any such personnel and replace them with personnel who can and shall perform satisfactorily.
- (b) Initial and recurrent training for all employees shall be mandatory. Initial and recurrent leadership training shall be the sole cost and responsibility of the Contractor. The Contractor will be responsible for all training materials including, but not limited to, manuals, slides and videos, and for conducting all training.
- (c) The initial training program shall be at least five (5) working days in duration for cashiers; at least ten (10) working days for Supervisors and at least three (3) working days for Lane Cashiers and Attendants (Traffic/ Valet). The training will require the preparation of both an instructor and participant's training manual. The content of the initial and recurrent training shall be developed by the Contractor subject to the prior and continuing approval of the Airport Manager or designee and shall include, but not be limited to, the following:
 - (1) Cashier Procedure Training.
 - (2) Understanding, Meeting and Exceeding the Customer's needs, incorporating all relevant provisions of the Port Authority's Customer Care Airport Standards Manual.
 - (3) Geographic Orientation, Indoctrination and Administration.
 - (4) Airport Operations - Familiarization with the services provided at the Airports, Airline locations, Ground transportation services.

- (5) Facility Communications including, Professional Telephone Conduct, Airport Terminology - Phonetic Alphabet, Effective and Appropriate Oral and Interpersonal Communications, Handling Customer Complaints
 - (6) Understanding the needs and concerns of handicapped customers and how to address these needs.
 - (7) Duties and Reporting Relationships
 - (8) Post Identification and Work Schedules
 - (9) Familiarization of Forms - (as applicable) Completion of an appropriate tour report
 - (10) Appropriate Ethics and Conduct
 - (11) Professional Appearance Standards
 - (12) Appropriate Emergency Contacts
 - (13) In-service and Refresher Training
 - (14) Traffic Safety
 - (15) Contractor's mission statement and core values
 - (16) Progressive discipline
 - (17) Radio usage, terminology, and procedures
 - (18) Security Awareness
- (d) In addition to the initial training subjects listed in paragraph (c) above, the Contractor shall provide Leadership Training for Supervisors-in-charge, Supervisors, and all management representatives (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 Port Authority Facility Manager, which shall include but not be limited to the following subjects and any other relevant subjects the Port Authority Facility Manager may deem appropriate:
- (1) Performance management and quality control.
 - (2) Setting examples 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 Port Authority may require all supervisory and Management staff to complete "Facilities Orientation and Knowledge Training" (sometimes referred to herein as

“Customer Care Training”) or other such customer service training. Customer Care Training is a courtesy and customer awareness training program. The training will consist of an introductory class which will be approximately three (3) hours in length; refresher training may also be required, in the sole discretion of the Port Authority, annually thereafter which will be approximately three (3) hours in length. The Port Authority shall reimburse the Contractor for this training in accordance with the terms and conditions set forth in paragraph (i) below. Note: This reimbursement will only be provided for hourly employees and subcontractors that have successfully completed/passed the subject training.

- (f) The Contractor shall certify to the Port Authority Facility Manager by the fifth (5th) business day of each month that its new employees have satisfactorily completed the required training prior to assignment to the Facility for the Service. The Contractor shall also certify to the Port Authority Facility Manager that all required employees have satisfactorily completed the Customer Care Training within thirty (30) days of assignment to the Facility for the Service, unless the requirement has been waived by the Facility Manager. The Contractor shall identify the personnel assigned to the Service by name, job classification, date of assignment to the Facility, dates of attendance at the formal orientation training and date of completion of the Customer Care Training (including refresher training and any other required training).
- (g) The Contractor acknowledges that it is of the utmost importance in the Contractor's performance of this Contract to make every effort to present as candidates for all positions under this Contract only those persons that are willing to accept positions and that the Contractor shall have screened and determined can satisfactorily complete the training program and can otherwise fulfill the responsibilities of and meet the requirements for the positions that they are recommended.
- (h) In addition to any Customer Care Training as specified in paragraph (e) above, the Facility Manager may require the Contractor to institute in-service and refresher training programs as he or she deems necessary.
- (i) The Contractor will be compensated for in-service Customer Care or refresher training hours as if they were post hours based upon the job classification of the employee receiving the training. All other costs shall be the responsibility of the Contractor, including without limitation any payments to instructors and the provision of instructional materials.
- (j) Training of Lane Cashiers, Attendants (Traffic/Valet) and Supervisors with previous experience as Lane Cashiers, Attendants (Traffic/Valet) and Supervisors during or prior to the term of this Contract shall be conducted only if required by the Facility Manager.
- (k) The Port Authority will provide initial orientation training for the General Managers or other staff of the Contractor designated by the Port Authority who will be responsible for conducting formal orientation training, Airport Customer Care Training and any subsequent training, refresher or otherwise, for the Contractor's employees as indicated in the Section entitled “Training Provided by the Contractor.” No payment shall be made to the Contractor for the hours the General Manager or other staff of the Contractor designated to be instructors participate in such training by the Port Authority. The General Manager shall at all times be thoroughly familiar with the subject material of all training provided to its employees.

Section 9 EMPLOYEE RETENTION AND TURNOVER

The Contractor is required to maintain a stable work force by seeking to employ and retain employees who are qualified and well suited for the job functions. If the employee turnover rate exceeds twenty percent (20%) per year, the Contractor will submit a comprehensive plan/program that outlines how excessive turnover will be curtailed. In addition, if the turnover rate exceeds twenty percent (20%) over a 12-month period, the Port Authority shall have the right to terminate the Contract upon thirty (30) days notice to the Contractor.

Section 10 TECHNOLOGY

- (a) The Contractor shall develop and maintain the current functionality of the web based parking reservation website. The Contractor shall ensure seamless transition from the current web based system at the start of the contract period.
- (b) The Contract shall develop the website in accordance with the Web Design Requirements outlined in Attachment B - Part IV.

Section 11 SNOW REMOVAL

- (a) The Contractor shall remove snow and ice from the exit lanes to a distance of twenty (20) feet in each direction from the door of each cashiers booth.
- (b) The Contractor shall remove snow and ice from the entrance lanes to a distance of twenty (20) feet in each direction of the gate arm.
- (c) The Contractor shall remove snow on all walkways leading to the office space provided to the Contractor. This includes the area leading to the front door, the steps, and the outdoor landing areas leading to said office space.
- (d) The Contractor, under the direction of the Port Authority Airport Manager, shall perform spot salting in all parking areas. This salting operation will occur after the airport's primary snow contractor has completed the snow removal duties listed under their contract.
- (e) The costs of performing the above operations are not directly reimbursable to the Contractor, provided, however, the Port Authority will provide at no cost to the Contractor shovels, salt spreaders and salt in connection with such operations.

Section 12 RADIO EQUIPMENT AND CELLULAR PHONES

- (a) The Contractor shall furnish at its sole cost and expense for use by Supervisors or others performing services under this Contract, and maintain in good repair and operating condition, portable two-way radio voice communications equipment including antennas, power supplies, batteries and other equipment associated therewith capable of adequate communication throughout the Airport for all the above employees on duty on a single frequency, unless otherwise directed by the Port Authority.
- (b) The Contractor shall obtain Federal Communications Commission (FCC) and all other licenses, permits or approvals (grants and options) as required operating said equipment at the Airport and the Contractor shall immediately correct any conditions of interference affecting radio operations. As determined by the Port Authority, this equipment includes spare batteries, plus a contingency of radios above and beyond the current amount required. It shall be incumbent upon the Contractor that the aforesaid radio equipment to

be supplied shall be suitable and compatible for operation on the Airport and must include a "tone pack" identifier.

- (c) The Contractor will be responsible to ensure that maintenance or repair and replacement of all radios is such that all towers and posts will have a full complement. An inventory of radios and equipment must be submitted with the monthly invoice. During the term of the Contract and option periods, if any, the Contractor shall provide Radios at each Facility in accordance with the following:

<u>Airport</u>	<u># Of Radios</u>
Newark	50
Kennedy	60
LaGuardia	20
Stewart	10

- (d) In the event the Contractor fails to repair or maintain all radio equipment, then in as much as the damage and loss to the Authority, including disruption of the operation of the service which will result from the lack of a sufficient number of radios to satisfactorily provide the service cannot be calculated and will be incapable of determination in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced in the amount set forth in Section 6 entitled "Liquidated Damages" per day for each radio that falls below the number established by each Airport as necessary for this service resulting from such misuse or lack of normal user care, said amount or amounts to be paid by the Contractor to the Port Authority or be deducted from any sums due in owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time in its sole discretion.
- (e) The Contractor shall only use such radio frequency in the manner and to the extent directed by the Port Authority so as to assure that the use of such frequency complies with any and all of the FCC requirements. The Port Authority shall have the right to physically observe the Contractor's use of the radio equipment.
- (f) The Contractor shall provide cellular phones with email capabilities to management staff performing the functions of Regional Contract Manager, General Managers, and Operations Managers under this contract at no cost to the staff stated above. Contact numbers to these devices shall be provided to the Airport Manager.

Section 13 FLEET OPERATING SERVICES

- (a) The Contractor will be required to have in service at all times vehicles (passenger vans, four wheel drive vehicles and customer service vehicles hereafter collectively referred to as "Contract Vehicles") to transport all of the contract staff to and from the roll call locations to their posts at the parking lots and to carry out all other functions and obligations of the Contractor in performing its services hereunder.
- (b) The initial supply of Contract Vehicles used in this Contract must be of the model year of the contract. Contract Vehicles for the option period, if any, shall be no older than three (3) model years unless otherwise approved by the Port Authority and shall conform to the vehicle specifications listed in Exhibit E attached hereto and hereby made a part hereof. These vehicles may only be used for transporting personnel to and from post or other

duties related to Airport Parking Lot operation. All Contract Vehicles must have emergency flashing roof mounted lights. During the term of the Contract and option periods, if any, the Contractor shall provide Contract Vehicles at each Facility in accordance with the following:

<u>Airport</u>	<u>10 Passenger Van</u>	<u>4-door, 4-wheel drive</u>	<u>Customer Service Vehicles</u>
Newark	0	5	7
Kennedy	1	5	3
LaGuardia	0	3	2
Stewart	1	1	1

- (c) The Contractor shall provide the driver at no additional cost to the Port Authority. The Contract Vehicles shall be available for duty on a 24-hour basis. The Contract Vehicles shall at all times be used exclusively in and shall be devoted solely to the Airport Parking Lot Operations and Management Services hereunder. Such vehicles shall be equipped with functioning air-conditioning and heating systems, in first-class operating condition and appearance and equipped to perform the Service hereunder in a satisfactory manner.
- (d) Except for fueling, maintenance, repair and cleaning, which shall all be accomplished as expeditiously as possible in order to return the vehicles to duty as quickly as possible and except as otherwise directed or permitted by the Port Authority Facility Managers for the performance of the Service hereunder, the Contract Vehicles shall be used only on Airport and exclusively for providing the Service under this Contract. The Contractor shall register each vehicle under the laws of the state of New York or New Jersey as applicable and shall comply with all laws, rules and regulations applicable to the operation thereof.
- (e) The customer service vehicles shall be available and equipped at all times to provide jumper cable service starts for batteries, change flat tires, inflate tires where possible and provide up to two gallons of gasoline. The customer service vehicle shall be equipped with a mobile two-way radio or car telephone in order to maintain appropriate communication. This service shall be provided at no charge to airport parking lot customers on a twenty four (24) hours-per-day, seven (7) days-per-week basis.
- (f) The Contractor shall, through itself or its contractors, (who shall be licensed towing operators in the State of New York or New Jersey, as applicable), respond to and assist parking lot patrons at the airports who have been locked out of their vehicles (hereinafter called "the vehicle lockout service"). The Contractor shall provide the vehicle lockout service in accordance with the rules and regulations established by the Authority, which may be changed by the Authority from time to time and at any time. The Authority shall reimburse the Contractor an amount equivalent to the actual amount or the amount of Thirty Dollars and no Cents, whichever is less, for each vehicle lockout services provided.
- (g) Without limiting the generality of any of the other terms or provision of this Contract and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time to time by the Port Authority with respect to use of the foregoing Contract Vehicles in the operation of the Service. Such procedures shall include, but not be limited to, procedures with respect to the manner and method of

dispatching the Contract Vehicles, monitoring the use of the 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 Service hereunder.

- (h) The agreement of the Contractor that the Contract Vehicles hereunder shall be used exclusively in and only in providing the Service hereunder is of the essence of this Contract and upon the application to any court of equity having jurisdiction hereunder the Authority shall be entitled to a decree against the Contractor requiring specific performance and the Contractor shall hereby waive any defense based upon the existence of a remedy at law in any action or actions which may be brought. The foregoing shall be additional and not in lieu of or exclusive of any remedy available to the Port Authority at Law or in equity.
- (i) Parking for Contract Vehicles will be provided at the Airports, at no charge, such locations as may be designated from time to time by the Port Authority Facility Manager. Any Contract Vehicle that at any time is not in use or on duty shall be parked on the Airport.
- (j) The Contractor in connection with its operation herein, will provide, maintain and operate the Contract Vehicles at the Airport in conformance with the specifications and requirements set forth herein.
- (k) Notwithstanding the generality of any other term or provisions hereunder, it is expressly understood and agreed that all costs of the Contractor of whatever kind or nature, whether imposed or assigned directly upon the Contractor under or because of the terms and provisions hereof, including, but not limited to, purchase, repair, replacement, fuel, oil, license fees and insurance shall be borne by the Contractor and without reimbursement from the Port Authority except as specifically herein set forth in this provision, with the exception of fuel for the vehicles used in the operation at John F. Kennedy International Airport where the Port Authority will purchase and supply all fuel necessary to operate the Contract Vehicles. All Fuel provided by or paid for by the Port Authority may be used only for the performance of services under the agreement with the Port Authority. The entire and complete cost and expense of the Contract Vehicles 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 herein above set forth.
- (l) In the event that any time during the term of this Contract, a Contract 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 service. In the event of such removal, the Contractor shall at no cost or expense to the Port Authority replace said removed vehicle with another meeting the specifications set forth herein and equipped as required herein.
- (m) In the event that any vehicle is damaged or is in need of repair and such repair can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repair and provide in lieu of such a Contract Vehicle of substantially the same carrying capacity, style and type as the one being repaired, which shall be subject to the prior approval of the Port Authority.

- (n) Any such vehicle which, in the opinion of the Port Authority, fails to meet the requirements as herein set forth shall immediately, upon oral direction from the Port Authority be removed from service and another Contract Vehicle shall be immediately substituted for the vehicle removed. The vehicle removed shall not be returned to service until the condition complained of has been corrected as evidenced by written confirmation from the Contractor that the repairs have been made.
- (o) The Contractor in the performance of the duties herein will ensure that three of the four wheel drive vehicles at EWR, one of the four wheel drive vehicle at JFK and LGA are pick-up trucks capable of attaching a snow plow for the removal of snow.

Section 14 UNIFORMS

- (a) The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Lane Cashiers, Attendants (Traffic/Valet), Supervisors (Field/Office) and Supervisors-in-Charge at the Airports. 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. A Port Authority patch shall be affixed to each shirt, vest, jacket, blazer or outer garment as directed by the Port Authority. The Contractor's personnel shall not wear any insignia, badges, buttons, patches or embroidered emblems or letters, which identifies the Contractor's company or corporate name. The 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 herein.
- (b) The Contractor shall be responsible for ensuring that its employees at all times wear their required uniform 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.
- (c) The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. Such insignia shall be supplied to the Contractor by the Port Authority. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.
- (d) The Contractor shall provide and its employees shall wear, carry or display as required by the Manager, a badge, number or some other appropriate means of picture identification, which shall be subject to the prior and continuing consent of the Port Authority in writing. None of the costs of such badges, means of identification and uniforms (or replacements hereof) shall be reimbursed to the Contractor.
- (e) Each Lane Cashier, Attendant (Traffic/Valet), Supervisor (Field/Office), and Supervisor-in-Charge uniform shall 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 or skirts* or combination thereof - summer/winter weight
 - (2) Two pair winter gloves – black (Traffic/Valet Attendants)
 - (2) Ties (safety)/scarves/tulips

- (2) One hat winter/one hat summer
- (1) One pair shoes – black (safety – annual replacement for Cashiers, bi-annual for others)
- (1) Safety Vest and Wand – Traffic Attendants
- (1) One raincoat – Traffic Attendant and Valet Attendants
- (1) Winter ear protector – Traffic Attendants and Valet Attendants
- (1) One winter parka
- (2) Two sweaters

*Females are permitted to wear either skirts or slacks while on duty.

Note: Supervisors shall receive white shirts and tan pants. All other positions as stated above shall receive blue shirts and blue pants and/or skirts. The Port Authority shall approve all Contractor's uniforms.

- (f) Without limiting any other terms or provisions of the Contract, failure of the Contractor to provide that each, Lane Cashier, Attendant (Traffic/Valet), Supervisor (Field/Office) and Supervisor -in-Charge 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 as set forth herein will be applied.
- (g) 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 Airport Manager. Effective forty-five (45) days after the commencement of the Contract, this paragraph shall be deemed null and void and Paragraphs "(a)" through "(f)" above shall be controlling, and all uniform requirements and specifications shall be deemed in full force and effect.

Section 15 CONTRACTOR SPONSORED EMPLOYEE INCENTIVE

- (a) 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.
- (b) 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 the Contractor with the approval of the Airport Manager.
- (c) The program shall include, but not be limited to the following:
 - (1) Designating recognition and incentive categories
 - (2) Description of the type, amount and frequency of awards
 - (3) Criteria and eligibility requirements
 - (4) Approval and distribution procedures
 - (5) Any other means of recognizing and rewarding employees that provide superior customer service

- (d) The Contractor shall issue all incentive payments and awards to its employees. The Port Authority will not contribute or make incentive payments or pay the cost of other awards and activities under the Employee Recognition and Incentive Program. Incentive payments and awards made to employees hereunder are strictly the responsibility of the Contractor. The Contractor shall advise the Port Authority of the amounts hereunder by furnishing a listing of the awards and incentive payments given, to whom given, and evidence of the payment to the employee and other appropriate documentation as required by the Facility Manager.
- (e) Contractor payments under this Section shall not be considered or included in computing compliance with the payment of Minimum Combined Average Hourly Wage and Supplemental Benefits under this Contract.

Section 16 CONTRACTOR RECOMMENDATIONS FOR REVENUE GENERATION, COST SAVINGS AND OPERATIONAL IMPROVEMENTS

The Contractor shall develop and implement the revenue-generating and cost-savings proposals (or "programs"), as accepted and approved by the Authority. Moreover, the Contractor shall meet with the Project Manager quarterly to discuss any additional initiatives to generate revenues and reduce costs at the parking lots of the airports. Revenue-generating and cost-saving proposals resulting from the discussion of these additional initiatives shall be set forth in writing and shall become the property of the Port Authority and include the following:

(a) Revenue Generation

The Contractor shall, at its sole cost and expense, bring to the attention of the Port Authority any suggestions it may have (hereinafter "the Revenue Generation Proposal") which will result in an increase in revenues to the Port Authority. All Revenue Generation Proposals must be in writing setting forth the following:

- (1) A summary setting forth the specific program the Contractor proposes to implement, including, without limitation, the creation, development, delivery, installation, maintenance and plan for implementation thereof;
- (2) The technology involved in bringing the program to fruition;
- (3) Any proposed capital expenditures necessary to program, and estimated costs;
- (4) The timetable for implementation and target date for commencement of the program ("Commencement Date");
- (5) The annual quantifiable revenue generation (hereinafter "Projected Revenues") and profit anticipated from the Commencement Date through the first year of implementation of the program and generated directly from the program; and
- (6) The breakdown and total annual cost to implement the program;
- (7) Pro forma financial statements setting forth the particulars of the program in a form acceptable to the Port Authority;
- (8) For Revenue Generation Proposals submitted during the term of the Contract, the Contractor's proposed compensation, which shall be submitted as a percentage of profits which are directly verifiable, auditable and attributable directly to the program. Initiatives submitted during the RFP solicitation resulting in this Contract that are accepted by the Port Authority shall be compensated at a rate of 33.33% of profits which are directly verifiable, auditable and attributable to the program for the first year of the program; and

- (9) Any other relevant information including all costs, materials, supplies, devices, equipment, tools, services and products required to develop, implement and execute the program.

(b) Cost Savings

The Contractor shall, at its sole cost and expense, bring to the attention of the Port Authority any suggestions it may have (hereinafter "the Cost Savings Proposal") which will result in cost savings to the Port Authority under the Contract, provided, however, any reduction of staffing levels in response to a decrease in parking activity levels do not qualify for payments under this Section. All suggested improvements must be in writing setting forth the following:

- (1) A summary setting forth the specific program the Contractor proposes to implement, including, without limitation, the creation, development, delivery, installation, and implementation thereof;
- (2) The technology involved in bringing the program to fruition;
- (3) Any proposed capital expenditures necessary to program, and estimated costs;
- (4) The timetable for implementation with a target date for commencement of the program ("Commencement Date");;
- (5) The breakdown and total annual cost to implement the program; and
- (6) Pro forma financial statements setting forth the particulars of the program in a form acceptable to the Port Authority;
- (7) For Proposals submitted during the term of the Contract, the Contractor's proposed compensation, which shall be submitted as a percentage of cost savings which are directly verifiable, auditable and attributable to the program. Initiatives submitted during the RFP solicitation resulting in this Contract and accepted by the Port Authority shall be compensated at a rate of 33.33% of cost savings which are directly verifiable, auditable and attributable to the program for the first year of the program;
- (8) The annual quantifiable cost savings (hereinafter "Projected Cost Savings") anticipated from the Commencement Date through the first year of implementation of the program and generated directly from the program; and
- (9) Any other relevant information including all costs, materials, supplies, devices, equipment, tools, services and products required to develop, implement and execute the program.

(c) Operational Improvements

The Contractor will submit a semi-annual report and a Business Plan that will address the Contractor's suggested ideas on operations, rates, customer service, and facilities improvements. This report will become the basis for a conference between the Contractor and the Port Authority to implement ideas that will ultimately lead to better service for our customers. The semi-annual report shall contain the following

- (1) Customer service issues and resolutions over the past three months.
- (2) Innovative marketing and service initiatives for each airport as well as system wide service initiatives

- (3) Detailed analysis of each airport's competitive environment
- (4) Pricing recommendations, including "back – up" analysis to include:
 - i. a study of the duration of car stays in each public parking lot;
 - ii. where necessary, or preferable, rate options for the Authority to examine;
 - iii. an estimate of the impact of any proposed change;
 - iv. a listing of parking rates at other airports or locations used in analysis, including the parking rates for the airport's off-airport competitors.
 - v. staffing schedule recommendations;
 - vi. Facilities condition reports and improvements and repairs;
 - vii. any other recommendations for further enhancing of service.

(d) Compensation for Revenue Generation Proposal and Cost Savings Proposal:

After receipt of any of the Contractor's Proposals under this section, the Port Authority shall review the Proposal. The Port Authority hereby agrees to give a fair and full review of all Proposals and, provided all materials are timely submitted by the Contractor, no later than sixty (60) days after its receipt from the Contractor, the Port Authority shall advise the Contractor of the Port Authority's election to:

- (1) Accept the Proposal; or
- (2) Accept the Proposal subject to revisions agreed upon by the Port Authority and the Contractor; or
- (3) Reject the Proposal in its entirety.

The Port Authority's Letter of Proposal Acceptance shall be in writing and shall set forth the agreed upon terms. The Port Authority may, but shall not be obliged to, provide any reason(s) for the rejection of a Proposal. Proposals that are accepted in part shall be subject to terms agreed upon by the Port Authority and the Contractor.

- (e) Upon acceptance of a Proposal by the Port Authority under paragraphs (a), (b) or (c) of this Section, the Contractor shall immediately proceed to develop and implement the program within the time period originally specified in its notice to the Port Authority. The Contractor shall not make any revisions to the Proposal without the prior written approval of the Port Authority.
- (f) All materials, supplies, equipment, tools, technologies and products purchased by the Contractor in support of a Proposal accepted by the Port Authority shall become and remain the property of the Port Authority.
- (g) In the event that the Port Authority rejects a Proposal in its entirety pursuant to subparagraph (e) (3) above, the Contractor hereby understands and agrees that all costs expended by the Contractor and in any way associated with its presentation of the Proposal to the Port Authority shall be borne solely by the Contractor. The Port Authority shall compensate the Contractor for costs and capital expenditures to implement a Revenue Generation or Cost Savings Proposal, as agreed upon by the Port Authority in its Letter of Proposal Acceptance.
- (h) On the tenth day of the first full month following the actual Commencement Date a Proposal finally accepted by the Port Authority, and during each month during the first year of operation of the program, the Contractor shall submit to the Port Authority a

statement setting forth the details, backup and support for either (a) the actual profit generated from implementing the Revenue Generation Proposal; or (b) the actual Cost Savings realized in implementing the Cost Savings Proposal in the preceding month. Contractor may be required to provide additional information with respect to profits or cost savings upon request, until deemed acceptable by the Port Authority ("Acceptable Certified Statement"). In the case of a Revenue Generation Proposal, within thirty (30) days of receipt of an Acceptable Certified Statement, the Port Authority will pay to the Contractor the agreed upon percentage of profits directly attributable to the Proposal, other than initiatives submitted during this solicitation period, which shall be compensated at a rate of 33.33 % of profits which are directly verifiable, auditable and attributable to the program for the first year of the program. In the case of a Cost Savings Proposal, within thirty (30) days of receipt of an Acceptable Certified Statement, the Port Authority will pay to the Contractor the agreed upon percentage derived by subtracting the costs to implement the Proposal from the total cost savings clearly generated by the Proposal and agreed upon by the Port Authority.

- (i) Without in anyway limiting the foregoing, the Port Authority may work jointly with the Contractor in identifying further means to improve the operation under the Contract and reduce costs. In such event, the Contractor shall be responsible to develop any such Proposal and submit the same to the Port Authority for further consideration and review all in accordance with paragraph (a) above. If, after such review of the Proposal by the Port Authority, the Port Authority rejects the Proposal, the Port Authority shall reimburse the Contractor for all necessary costs incurred in the development of the Proposal.
- (j) Where the Port Authority is the source of a Revenue Generation, Cost Savings or Operational Improvement Proposal ("Port Authority Proposal"), and the Port Authority determines that said proposal shall be implemented, the Contractor is required to cooperate and implement said proposal. Any estimated costs expected to be incurred by the Contractor that are solely attributable to the implementation of a Port Authority Proposal under this section shall be presented to the Port Authority upon request. Subject to written approval of the Port Authority Manager, the Contractor shall be entitled to reimbursement of such additional direct costs attributable to the Port Authority in the months invoicing directly after the costs are incurred. There shall be no additional compensation to the Contractor, other than reimbursement for costs incurred in implementation, for a Port Authority Proposal. If the Port Authority continues with any accepted program, all compensation to the Contractor shall cease at the end of the Contract.
- (k) A Proposer that is not awarded this Contract shall have no claim for compensation for any proposals or ideas submitted during this solicitation.

Section 17 COMPLAINTS, REFUNDS AND SUGGESTIONS

The Contractor, within forty-eight (48) hours of its receipt of a complaint, suggestion, observation or request for a refund as to the Service (hereinafter collectively called "the Complaint") by any user of the Service or other members of the general public, shall mail its response thereto, and a refund where appropriate, simultaneously delivering a copy thereof, together with a copy of the complaint to which the Contractor is replying, to the Port Authority Facility Manager or his/her designee. If such response indicates that a further response may be forthcoming, or reasonably raises the expectation of a further response, the Contractor shall make such additional response(s) whenever the situation and good public relations require such action (simultaneous copy to the Port Authority as aforesaid). In addition, the Contractor agrees

to make such response(s), including written and/ or oral communications as the Port Authority Facility Manager or his/her designee may direct with respect to the nature (both form and substance) of such response(s). No response by the Contractor shall be in the name of or imply that the same has the approval of or has been authorized by the Port Authority.

Section 18 EMPLOYEE QUALITY ASSURANCE

- (a) The Contractor will be required to maintain files on each employee. These files must be kept at the Space and will document the employee's qualifications and any other information relative to their performance under this Contract. All of the above material shall be retained by and become the property of the Port Authority.
- (b) The Contractor shall develop and implement a progressive disciplinary program subject to the approval of the Port Authority within thirty (30) days of the Commencement Date.

Section 19 CREDIT CARD PROGRAM

The Contractor may be required to maintain and administer a program providing airport parking patrons the ability to pay parking fees via VISA, MasterCard, Discover, Diners Club and American Express. The Contractor shall enter into an agreement with an independent third party (hereinafter the credit card processor) for the provision of such services, during the period of the Contract and option periods, and extension period if any. The Contractor hereby agrees that it will at all times engage in arms length transactions with the credit card processor so as to achieve and secure fair and equitable prices. The Contractor shall reserve the right in its agreement with the credit card processor to terminate such agreement without cause upon thirty (30) days' notice at the discretion of the Port Authority. The agreement with the credit card processor shall, in any event, expire upon the termination or earlier expiration of this agreement. Payment of all transaction fees associated with the credit card programs will be the responsibility of the Port Authority.

Section 20 CHARGES

- (a) The Contractor shall make only those charges of parking rates to users of the parking space, which are established from time to time in writing by the Port Authority and shall permit only such free use of parking space as may be so permitted by the Port Authority. The Port Authority shall have the sole and unrestricted right from time to time and as often as it considers it necessary or advisable, to change the parking rates upon twenty-four (24) hours notice to the Contractor.
- (b) If the Contractor charges any rate in excess of the established rate, the amount by which the actual price deviates from the established rate shall constitute an overcharge. Such overcharge shall, upon demand of the Port Authority by the user, be promptly refunded to the user. If the Contractor charges any rate which is less than the established charge, the amount by which the actual price deviates from the established rate shall constitute an undercharge and an amount equivalent thereto shall be included in the gross receipts hereunder. Notwithstanding any repayment of an overcharge or any inclusion of an undercharge in gross receipts, each such overcharge or undercharge shall constitute a breach of the obligations of the Contractor under this Agreement, and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or otherwise, or by reason of this Agreement.

Section 21 FIDELITY OBLIGATION

The Contractor hereby covenants and agrees to indemnify the Port Authority against all loss of money or other property real or personal, belonging to the Port Authority, or in which the Port Authority has a pecuniary interest, or for which the Port Authority is legally liable, or which is held by the Port Authority in any capacity whether the Port Authority is legally liable therefore or not, which the Port Authority shall sustain through robbery, burglary, theft, larceny, embezzlement, forgery, wrongful abstraction, willful misapplication, negligent loss, mysterious disappearance or destruction, or fraudulent or otherwise dishonest act or acts committed by any one or more of the officers or employees of the Contractor, acting directly or in collusion with others, during the effective period of this Agreement. Additionally, the Contractor hereby covenants and agrees to indemnify the Port Authority against all loss of parking receipts or other monies however sustained and by whomever caused occurring at any time until such receipts and other monies were actually deposited with the Port Authority.

Section 22 INSPECTIONS

The Port Authority, by its officers, employees, representatives and contractors, shall have the right at all reasonable times to inspect the Space, occupied by the Contractor, to examine the equipment of the Contractor, to observe the performance of the Contractor of its obligations under this Agreement and all other activities of the Contractor at the Airport and to do any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

Section 23 NOTICES

All notices, requests, consents and approvals required to be given to or by either the Port Authority or the Contractor shall be in writing and all such notices, requests, consents and approval shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or forwarded to him or to the party at such address by registered mail. The Contractor shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director and the Contractor designates the individual named as representative on the first page of the Contract as their respective officers or representatives upon whom notices and requests may be served and requests may be served and the Port Authority designates its office at 225 Park Avenue South, New York, New York, 10003, and the Contractor designates its offices, Letter of Transmittal as the respective offices where notices or requests may be served. If mailed, the giving of notices shall be complete upon receipt thereof. The representatives of the Contractor shall have full authority to act for the Contractor in connection with this Agreement to do any act or thing to be done hereunder, to execute on behalf of the Contractor any amendments or supplements to this Agreement or any extension thereof, and to give and receive notices hereunder.

Section 24 PARKING

Parking for vehicles of the Contractor's employees, while actually on duty under the Contract, may be made available, subject to availability, at the Airports by the Port Authority at its discretion on such terms and conditions as it shall deem necessary, at locations as may be designated from time to time by the Port Authority Facility Manager, at no cost to the Contractor.

Section 25 GRATUITIES

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

Section 26 NO SMOKING

The Contractor shall ensure that no employees smoke while on post.

Section 27 FEDERAL AIRPORT AID

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Airport 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 and review further grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Contractor of the covenants and obligations contained in this Agreement is therefore a special consideration and inducement to the making of this Agreement by the Port Authority, and the Contractor further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid shall take any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under this Agreement, the Contractor will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

Section 28 BASIC LEASE

- (a) The authority granted to the Contractor herein is subject to such provisions, if any, of the Basic Lease as may be applicable, and no greater rights and authority are granted or intended to be granted than the Port Authority has power to grant under the Basic Lease. This Agreement shall in any event terminate upon the termination of the Basic Lease covering the area in which the Space may be, but only as to such Space.

- (b) The Port Authority has agreed by the provision in its agreement of lease with the City of Newark and with the City of New York covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City of Newark and of the City of New York and of its various departments, boards and bureaus in regard the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Contractor shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Contractor shall conform to such enactments, ordinances, resolutions, and regulations insofar as they relate to the operations of the Contractor at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Contractor, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Contractor of a written direction from the Port Authority, such compliance

shall not constitute a breach of this Agreement, although the Port Authority thereafter notifies the Contractor to refrain from such compliance. Nothing herein contained shall release or discharge the Contractor from compliance with any other provision hereof respecting governmental requirements.

Section 29 PROPERTY OF THE PORT AUTHORITY

Upon the expiration or termination of the effective period under this Agreement the Contractor shall deliver to the Port Authority all equipment, materials, supplies and other personal property supplied to it by the Port Authority or purchased or supplied by it for use in its operation hereunder and all such shall be returned in same condition as upon the acquisition by the Contractor, reasonable wear excepted. If any such equipment, materials, supplies and other personal property becomes lost, stolen, damaged or destroyed by reason of the acts of omissions of the Contractor or its officers, agents, employees or representatives, the Contractor shall repair or replace the same, and the cost of such repair or replacement shall be borne by the Contractor without compensation or reimbursement from the Port Authority.

Section 30 SPACE PROVIDED BY THE PORT AUTHORITY

- (a) The Port Authority will furnish to the Contractor, subject to space availability without charge, non-exclusive space at the Facility for office purposes, lavatory and washroom facilities for the employees of the Contractor in connection with its performance of the Service under this Contract (said area hereafter called "the Space"). Space will also be provided to the Contractor by the Port Authority, subject to space availability, for the 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 Airport 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. The Contractor acknowledges that it has examined the Space carefully and hereby accepts the same in its present condition.

In addition the Port Authority shall furnish for use by the Contractor without charge solely in the performance of its obligations hereunder and for no other purpose whatsoever, an appropriate amount of covered and enclosed area (building space) at each Airport to be used by the Contractor for storage, employee's lockers, and for clerical and management functions, all solely in connection with the operations of the Contractor under this Agreement. All such areas and every similar area hereafter furnished in accordance with paragraph (b) of this Section are hereinafter collectively called "the Space."

- (b) 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 the purposes provided for in this Agreement, or to withdraw portions of the Space from such use, and to substitute different areas at the Airport for 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 all the terms, provisions, covenants and conditions of this Agreement

shall apply thereto, and 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 purposes stated above, and shall pay the expense of removal to such different building space. In the building space only, the Port Authority will provide by using existing facilities, electricity in reasonable quantities for lighting and the energizing of business machines, heating, to a reasonably comfortable temperature during business hours on business days from November to May, and air-conditioning, to the extent existing facilities area capable of supplying the same.

- (c) The Contractor acknowledges and agrees, that it has examined the Space carefully and hereby accepts the same in its present "as is" condition. The Contractor shall repair all damage to the Space and all damages 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 of omissions of the Contractor, its officers, agents, employees or representatives whether the damage occurs during the course of their employment by the Contractor or otherwise. None of the costs of such repairs shall be reimbursable by the Port Authority or included in expenses..
- (d) The Port Authority by its officers, employees, and representatives shall have the right at all times to enter upon the facilities and Spaces provided to the Contractor for the purpose of the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or thing which the Port Authority may be obligated 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, or for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the facilities and Space and to enter upon the facilities and space at reasonable times to make such repairs, replacements, additions or additions as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood, that the foregoing shall not impose or be construed to impose upon the Port Authority any obligations to inspect construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so.
- (e) Upon the expiration or earlier termination or revocation of this Contract or upon the substitution of areas provided by the Port Authority pursuant to this Contract, the Contractor shall promptly vacate the facilities and Space and leave the same in the condition existing as of the commencement of the Contractor's occupancy or use thereof, reasonable wear and tear expected.
- (f) Except at the direction of the Port Authority, the Contractor shall not move vehicles in the Space or remove any vehicle from the Space.
- (g) The Contractor shall conduct all operations hereunder in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. The Port Authority shall have the right to object to the Contractor regarding the demeanor and conduct of the Contractor's employees, invitees and those doing business with it, whereupon the Contractor will take all steps necessary to remove the cause of the objections.
- (h) The Contractor shall adopt methods and procedures, and cause its employees to comply with the same, to keep the Space in a neat and orderly condition.

- (i) The Contractor shall observe and comply and execute the provisions of any and all present and future federal, state and municipal laws, rules, regulations, ordinances, orders and directions and all present and future Port Authority rules, regulations and standards which may from time to time during the effective period of this Agreement, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Space or the Airport, or for the safe and efficient operation of the Space or the Airport. The Port Authority agrees that except in cases of emergency it shall give notice to the Contractor of every rule and every regulation adopted by it, at least five (5) days before the Contractor shall be required to comply therewith.
- (j) The Contractor shall not do or permit to be done anything on the Space which may interfere with the effectiveness or accessibility of any sprinkler system, alarm system, fire hydrants and hoses installed or located in the Space or which may result in the creation of maintenance or a nuisance on or at the Airport.
- (k) The Contractor shall maintain all fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefore, regardless of the cause or condition necessitating any such repair or replacement. In addition to the repair obligation set forth in this Agreement, the Contractor shall also be responsible for painting and performing such minor repairs, to the extent approved by the Port Authority, included in expenses as described in this Agreement. The Contractor shall have responsibility for cleaning of the building space.
- (l) The Contractor shall immediately notify the Port Authority if any striping, relamping or snow removal is needed at the Space or if any portion (or all) of the Space or of the equipment, fixtures, fencing and paving is destroyed, damaged or in need of repair, without regard to the cause of such destruction, damage or need for repair.
- (m) The Contractor shall daily collect and remove rubbish and debris from all cashier booths for collection and disposal as directed by the Facility Airport Manager. All garbage, debris, and other waste material (whether liquid or solid) arising out of or in connection with the Contractor's operations shall be placed in the waste receptacles provided by the Port Authority for collection and removal by others. No such garbage, debris, or other waste materials shall be or be permitted to be thrown, discharge or disposed into or upon any land area or waterway surrounding or bounding the Facility.
- (n) Except with the prior written approval of the Port Authority, or as specifically authorized or required hereunder, the Contractor shall not erect, maintain or display any signs, posters or advertising on or about the space or elsewhere at the Airport, but if directed by the Port Authority, the Contractor shall erect, maintain and display such sign or signs as the Port Authority may from time to time require. In such circumstances, the cost of such signs shall be reimbursable expenses within the meaning of Section 3 of this Agreement. Interior signs affecting public safety and security shall be in accordance with established procedures and the approval of the Airport Manager.
- (o) The Contractor acknowledges that the Port Authority may enter into a contract with a third party contractor for the cleaning of the Space. The Contractor agrees to adopt such procedures as may be directed by the Port Authority to determine if the cleaning contractor is adequately performing its cleaning obligations and to such end the Contractor shall report to the Port Authority in the manner and at the times directed by the Port Authority regarding the cleaning contractor's performance under the cleaning

contract. The Contractor understands and agrees that it will not be paid or reimbursed for performing services under this paragraph (o).

Section 31 CONSTRUCTION BY THE CONTRACTOR

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 or elsewhere on the Airport, 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, or his/her designee. 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 affect the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand. Furthermore, none of the cost of performing any such authorized work nor any reimbursement by the Contractor to the Port Authority for any changes in or removal thereof, shall be included in expenses as described in Section 3 of this Agreement.

Section 32 MAINTENANCE AND INSTALLATION OF SERVICE SYSTEMS

Nothing, herein shall be construed to limit or affect the right of the Port Authority, its officers, employees, representatives or contractors, to maintain existing and future heating, water, gas, electricity, sewage, drainage, lighting, communications, power, fire-protection, sprinkler, ventilating, refrigerating, fuel, telephone, communications and other services systems, including all pipes, lines, mains, wires, conduits, ducts and equipment on or about the Space, and to enter upon the Space at all reasonable times to make such repairs, replacements and alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, on in or under the Space, new systems, pipes, lines, wires, conduits, ducts and equipment and the exercise of such rights shall not be deemed a breach by Port Authority of this Agreement, provided however, that the Port Authority shall exercise such right in a manner so to interfere as little as reasonably possible with the operations of the Contractor.

Section 33 CONSTRUCTION AND EXCAVATION WORK

- (a) Notwithstanding the undertaking by the Port Authority to furnish Space hereunder for the operations of the Contractor, if the Port Authority deems it necessary or advisable to enter upon any portion of the Space and for a temporary period to perform excavation, construction or other work thereon, in order to properly operate the Airport or any part thereof or to maintain the same or to provide for the security, thereof, the Contractor shall upon request relinquish to the Port Authority, for such temporary period such portion of the Space, and no interference with the operations of the Contractor pursuant to this Section shall be deemed a breach of this Agreement by the Port Authority.
- (b) Nothing contained in this contract shall impose or shall be construed to impose upon the Port Authority any obligation so to maintain or to make repairs, replacements, alterations or additions, or to create any liability failure so to do.

Section 34 GOVERNMENTAL AND OTHER REQUIREMENTS

- (a) The Contractor shall procure all licenses, certificates, permits and other authorization from all governmental authorities, if any, having jurisdiction over the operations of the Contractor at the Airport which may be necessary for the conduct of its operations, and at

the direction of the Port Authority the Contractor shall procure any of the same which would be applicable if the Contractor were acting for its own account and not as agent of the Port Authority.

- (b) The Contractor shall promptly observe, comply with and execute the provisions of all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the operations of the Contractor at the Airport, and at the direction of the Port Authority shall so act as to any of the same which would apply if the Contractor were acting for its own account and not as agent of the Port Authority.
- (c) The obligations of the Contractor to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property in the Space.
- (d) The Contractor shall not do or permit to be done any part or thing upon the Space which will invalidate or be in conflict with any insurance policies on any part of the Airport or upon the contents of any buildings thereon, or which shall increase the rate of any insurance on any part of the Airport, upon the contents of any buildings thereon, or which in the opinion of the Port Authority may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations of the Contractor contemplated by this Agreement. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders and directions of the National Fire Insurance Association, the Fire Insurance Rating Organization of New York, or any other board, or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the contractor at the Airport. If by reason of a failure on the part of the Contractor to comply with the provisions of this paragraph, any insurance rate on the Airport 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 insurance premium paid by or due from the Port Authority which shall have been charged because of such violation by the Contractor.

Section 35 PROHIBITED ACTS

Nothing in this Agreement contained shall give the Contractor the right to sell and the Contractor shall not sell, or permit to be sold, any merchandise at or on the Space. The Contractor shall not install, maintain or operate on the premises, or elsewhere at the Facility any vending machines without the prior written approval of the Port Authority. No food or beverages shall be prepared in the Space by any of the Contractor's employees and no food or beverages shall be consumed by any of the Contractor's employees in the Space except in the building space as such term is used in Section 37 of the Contract, and in such other area as may be designated by the Airport Manager.

Section 36 CONTRACTOR'S REPRESENTATION

- (a) The Contractor affirms that it understands and is capable of efficiently operating the Authority's revenue control system to the system's full capability, including license plate inventory and space control, which will be in place at the commencement of the Agreement. If during the term of this Agreement, the Authority changes or replaces the revenue control system; the Contractor will train its employees in the proper use of the Authority's existing revenue control system or any other revenue control system which

the Authority may provide. The cost of such training will be reimbursed to the Contractor by the Port Authority.

- (b) The Contractor represents and warrants that it is financially solvent and has the financial ability and experience and is competent to perform the parking lot operations required hereunder, that the facts stated or shown in the papers accompanying its Proposal are true, and, if the Contractor be a corporation, that it is authorized to do the type of work required hereunder and is qualified to do business in the States of New York and New Jersey, that it is familiar with the applicable federal, state, municipal and local laws, ordinances and regulations, if any, which may in any way affect the services to be rendered by the Contractor hereunder, that it has carefully examined and studied the attachments, Schedules and Exhibits, in addition to all of the terms and provisions of this Agreement, and that it is familiar with the nature of the work, the general and local conditions, and with all other pertinent matters and circumstances, which may in any way affect the performance of the work that no Commissioner, officer, agent or employee of the Port Authority is personally interested, directly or indirectly in this Agreement or the compensation to be paid there under; and that no representation, statement or promise, oral or in writing of the Port Authority, its Commissioners, officers, agents, or employees has induced it to enter into this Agreement except only those that may be contained herein.

Section 37 MISCELLANEOUS

- (a) The captions herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract
- (b) Wherever under this Contract written direction or prior written approval or consent of the Authority is required, such direction, approval or consent may at any time and from time to time be withdrawn or modified by written notice, at the sole discretion of the Authority.

ATTACHMENT B
PART III (A) - COST PROPOSAL FORM

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 Cost Proposal Form(s) attached hereto and made a part hereof.
- b. Proposers are not permitted to alter the Cost Proposal Form (s), Calculation of Average Hourly Rate Form, Calculation of Rate for Annual Salaried Positions Form or Monthly Management Fee Calculation Breakdown Form, other than in the spaces indicated where the Proposer is permitted to provide additional information. The failure to adhere to these instructions may result in a proposal being found nonresponsive. Requests to alter any of these forms should be sent in the form of a question in accordance with Section 1, Paragraph G entitled "Communication Regarding this RFP".
- c. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- d. Proposers are asked to correctly transpose Hourly Rates from the Calculation of Hourly Rate Form and transpose the Total Monthly Management Fee from the Calculation Breakdown sheet to the Cost Proposal Forms, where indicated.
- e. Prices must be submitted for each Item required on the Cost Proposal Form(s). Proposers are advised that the Items on the Cost Proposal(s) correspond to the required services set forth in the Specifications hereunder.
- f. Proposers 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 Proposals without checking them for mathematical errors or omissions, (2) reject Proposals that contain or appear to contain errors or omissions, and (3) supply corrections to Proposals 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 based upon the Unit Prices inserted by the Proposal which amount shall govern in all cases.
- g. In the event that a Proposal 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.
- h. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Proposals. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- i. The failure to follow any of these directions may result in a proposal being found nonresponsive.

PART III (A) - COST PROPOSAL FORM
Airport Parking Operations and Management Services – YEAR 1

	Estimated Annual Hours		Hourly Rate*			Estimated Annual Charge
<u>I. Lane Cashier</u>						
JFK-Full Time	162,000	X	\$ _____	(A1)	=	\$ _____
JFK-Part Time	18,000	X	\$ _____	(B1)	=	\$ _____
EWR-Full Time	148,500	X	\$ _____	(C1)	=	\$ _____
EWR-Part Time	16,500	X	\$ _____	(D1)	=	\$ _____
LGA-Full Time	81,180	X	\$ _____	(E1)	=	\$ _____
LGA-Part Time	9,020	X	\$ _____	(F1)	=	\$ _____
SWF-Full Time	8,000	X	\$ _____	(G1)	=	\$ _____
SWF-Part Time	1,000	X	\$ _____	(H1)	=	\$ _____
<u>II. Attendant (Traffic/Valet)</u>						
JFK-Full Time	29,000	X	\$ _____	(I1)	=	\$ _____
JFK-Part Time	29,000	X	\$ _____	(J1)	=	\$ _____
EWR-Full Time	85,000	X	\$ _____	(K1)	=	\$ _____
EWR-Part Time	29,000	X	\$ _____	(L1)	=	\$ _____
LGA-Full Time	50,000	X	\$ _____	(M1)	=	\$ _____
LGA-Part Time	50,000	X	\$ _____	(N1)	=	\$ _____
<u>III. Clerk (Office/Revenue)</u>						
JFK-Full Time	30,000	X	\$ _____	(O1)	=	\$ _____
EWR-Full Time	52,000	X	\$ _____	(P1)	=	\$ _____
LGA-Full Time	22,000	X	\$ _____	(Q1)	=	\$ _____

PART III (A) - COST PROPOSAL FORM
Airport Parking Operations and Management Services – YEAR 1

IV. Supervisor (Field/Office)

JFK-Full Time	105,000	X	\$ _____	(R1)	=	\$ _____
EWR-Full Time	110,000	X	\$ _____	(S1)	=	\$ _____
LGA-Full Time	50,000	X	\$ _____	(T1)	=	\$ _____
SWF-Full Time	9,000	X	\$ _____	(U1)	=	\$ _____

V. Supervisor-in-Charge

JFK-Full Time	10,800	X	\$ _____	(V1)	=	\$ _____
EWR-Full Time	18,000	X	\$ _____	(W1)	=	\$ _____
LGA-Full Time	8,900	X	\$ _____	(X1)	=	\$ _____

VI. Monthly Management Fee

Monthly Charge
**

Estimated Annual
Charge

			\$ _____	(Y1)	=	_____
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VII. Fleet Operating Charge***

Per Attachment B, Part II, Section 13, entitled "Fleet Operations Services", fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at John F. Kennedy International Airport at no charge to the Contractor.

<u>Monthly Operating Charge Per Vehicle</u>	<u>Number of Vehicles</u>	<u>Monthly Operating Charge</u>				<u>Estimated Annual Charge</u>
(a) JFK						
\$ _____ (Customer Service)	<u>3</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>1</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>5</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
(b) EWR						
\$ _____ (Customer Service)	<u>7</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>0</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>5</u>	\$ _____	X	<u>12 months</u>	=	\$ _____

<u>Monthly Operating Charge Per Vehicle</u>	<u>Number of Vehicles</u>	<u>Monthly Operating Charge</u>				<u>Estimated Annual Charge</u>
<u>(c) LGA</u>						
\$ _____ (Customer Service)	<u>2</u>	\$ _____	<u>X</u>	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>0</u>	\$ _____	<u>X</u>	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>3</u>	\$ _____	<u>X</u>	<u>12 months</u>	=	\$ _____
<u>(d) SWF</u>						
\$ _____ (Customer Service)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	=	\$ _____
Year 1 – Estimated Total Annual Operating Charge						\$ _____

Estimated Total – Year 1 of 5 - Year Base Amount = \$ _____ **A**
(I)+(II)+(III)+(IV)+(V)+(VI)+(VII) = A

PART III (A) - COST PROPOSAL FORM
Airport Parking Operations and Management Services – YEAR 2

	Estimated Annual Hours		Hourly Rate*			Estimated Annual Charge
<u>I. Lane Cashier</u>						
JFK-Full Time	162,000	X	\$ _____	(A2)	=	\$ _____
JFK-Part Time	18,000	X	\$ _____	(B2)	=	\$ _____
EWR-Full Time	148,500	X	\$ _____	(C2)	=	\$ _____
EWR-Part Time	16,500	X	\$ _____	(D2)	=	\$ _____
LGA-Full Time	81,180	X	\$ _____	(E2)	=	\$ _____
LGA-Part Time	9,020	X	\$ _____	(F2)	=	\$ _____
SWF-Full Time	8,000	X	\$ _____	(G2)	=	\$ _____
SWF-Part Time	1,000	X	\$ _____	(H2)	=	\$ _____
<u>II. Attendant (Traffic/Valet)</u>						
JFK-Full Time	29,000	X	\$ _____	(I2)	=	\$ _____
JFK-Part Time	29,000	X	\$ _____	(J2)	=	\$ _____
EWR-Full Time	85,000	X	\$ _____	(K2)	=	\$ _____
EWR-Part Time	29,000	X	\$ _____	(L2)	=	\$ _____
LGA-Full Time	50,000	X	\$ _____	(M2)	=	\$ _____
LGA-Part Time	50,000	X	\$ _____	(N2)	=	\$ _____
<u>III. Clerk (Office/Revenue)</u>						
JFK-Full Time	30,000	X	\$ _____	(O2)	=	\$ _____
EWR-Full Time	52,000	X	\$ _____	(P2)	=	\$ _____
LGA-Full Time	22,000	X	\$ _____	(Q2)	=	\$ _____

PART III (A) - COST PROPOSAL FORM
Airport Parking Operations and Management Services – YEAR 2

IV. Supervisor (Field/Office)

JFK-Full Time	105,000	X	\$ _____	(R2)	=	\$ _____
EWR-Full Time	110,000	X	\$ _____	(S2)	=	\$ _____
LGA-Full Time	50,000	X	\$ _____	(T2)	=	\$ _____
SWF-Full Time	9,000	X	\$ _____	(U2)	=	\$ _____

V. Supervisor-in-Charge

JFK-Full Time	10,800	X	\$ _____	(V2)	=	\$ _____
EWR-Full Time	18,000	X	\$ _____	(W2)	=	\$ _____
LGA-Full Time	8,900	X	\$ _____	(X2)	=	\$ _____

VI. Monthly Management Fee

			Monthly Charge **			Estimated Annual Charge
			\$ _____	(Y2)	=	_____

VII. Fleet Operating Charge***

Per Attachment B, Part II, Section 13, entitled "Fleet Operations Services", fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at John F. Kennedy International Airport at no charge to the Contractor.

<u>Monthly Operating Charge Per Vehicle</u>	<u>Number of Vehicles</u>	<u>Monthly Operating Charge</u>				<u>Estimated Annual Charge</u>
(a) JFK						
\$ _____ (Customer Service)	<u>3</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>1</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>5</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
(b) EWR						
\$ _____ (Customer Service)	<u>7</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>0</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>5</u>	\$ _____	X	<u>12 months</u>	=	\$ _____

<u>Monthly Operating Charge Per Vehicle</u>	<u>Number of Vehicles</u>	<u>Monthly Operating Charge</u>				<u>Estimated Annual Charge</u>
(c) LGA						
\$ _____ (Customer Service)	<u>2</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (10 Passenger)	<u>0</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (4 wheel drive)	<u>3</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
(d) SWF						
\$ _____ (Customer Service)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (10 Passenger)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (4 wheel drive)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
Year 2 – Estimated Total Annual Operating Charge						\$ _____

Estimated Total – Year 2 of 5 - Year Base Amount = \$ _____ **B**
(I)+(II)+(III)+(IV)+(V)+(VI)+(VII) = B

PART III (A) - COST PROPOSAL FORM
Airport Parking Operations and Management Services – YEAR 3

	Estimated Annual Hours		Hourly Rate*			Estimated Annual Charge
<u>I. Lane Cashier</u>						
JFK-Full Time	162,000	X	\$ _____	(A3)	=	\$ _____
JFK-Part Time	18,000	X	\$ _____	(B3)	=	\$ _____
EWR-Full Time	148,500	X	\$ _____	(C3)	=	\$ _____
EWR-Part Time	16,500	X	\$ _____	(D3)	=	\$ _____
LGA-Full Time	81,180	X	\$ _____	(E3)	=	\$ _____
LGA-Part Time	9,020	X	\$ _____	(F3)	=	\$ _____
SWF-Full Time	8,000	X	\$ _____	(G3)	=	\$ _____
SWF-Part Time	1,000	X	\$ _____	(H3)	=	\$ _____
<u>II. Attendant (Traffic/Valet)</u>						
JFK-Full Time	29,000	X	\$ _____	(I3)	=	\$ _____
JFK-Part Time	29,000	X	\$ _____	(J3)	=	\$ _____
EWR-Full Time	85,000	X	\$ _____	(K3)	=	\$ _____
EWR-Part Time	29,000	X	\$ _____	(L3)	=	\$ _____
LGA-Full Time	50,000	X	\$ _____	(M3)	=	\$ _____
LGA-Part Time	50,000	X	\$ _____	(N3)	=	\$ _____
<u>III. Clerk (Office/Revenue)</u>						
JFK-Full Time	30,000	X	\$ _____	(O3)	=	\$ _____
EWR-Full Time	52,000	X	\$ _____	(P3)	=	\$ _____
LGA-Full Time	22,000	X	\$ _____	(Q3)	=	\$ _____

PART III (A) - COST PROPOSAL FORM
Airport Parking Operations and Management Services – YEAR 3

IV. Supervisor (Field/Office)

JFK-Full Time		105,000	X	\$ _____	(R3)	=	\$ _____
EWR-Full Time		110,000	X	\$ _____	(S3)	=	\$ _____
LGA-Full Time		50,000	X	\$ _____	(T3)	=	\$ _____
SWF-Full Time		9,000	X	\$ _____	(U3)	=	\$ _____

V. Supervisor-in-Charge

JFK-Full Time		10,800	X	\$ _____	(V3)	=	\$ _____
EWR-Full Time		18,000	X	\$ _____	(W3)	=	\$ _____
LGA-Full Time		8,900	X	\$ _____	(X3)	=	\$ _____

VI. Monthly Management Fee

				Monthly Charge **			Estimated Annual Charge
				\$ _____	(Y3)	=	_____

VII. Fleet Operating Charge***

Per Attachment B, Part II, Section 13, entitled "Fleet Operations Services", fuel will be purchased and supplied by the Port Authority only for vehicles operating exclusively under this Contract at John F. Kennedy International Airport at no charge to the Contractor.

<u>Monthly Operating Charge Per Vehicle</u>	<u>Number of Vehicles</u>	<u>Monthly Operating Charge</u>				<u>Estimated Annual Charge</u>
(a) JFK						
\$ _____ (Customer Service)	<u>3</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>1</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>5</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
(b) EWR						
\$ _____ (Customer Service)	<u>7</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (10 Passenger)	<u>0</u>	\$ _____	X	<u>12 months</u>	=	\$ _____
\$ _____ (4 wheel drive)	<u>5</u>	\$ _____	X	<u>12 months</u>	=	\$ _____

<u>Monthly Operating Charge Per Vehicle</u>	<u>Number of Vehicles</u>	<u>Monthly Operating Charge</u>				<u>Estimated Annual Charge</u>
<u>(c) LGA</u>						
\$ _____ (Customer Service)	<u>2</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (10 Passenger)	<u>0</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (4 wheel drive)	<u>3</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
<u>(d) SWF</u>						
\$ _____ (Customer Service)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (10 Passenger)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
\$ _____ (4 wheel drive)	<u>1</u>	\$ _____	<u>X</u>	<u>12 months</u>	<u>=</u>	\$ _____
Year 3 – Estimated Total Annual Operating Charge						\$ _____

Estimated Total – Year 3 of 5 - Year Base Amount = \$ _____ C
(I)+(II)+(III)+(IV)+(V)+(VI)+(VII) = C

Airport Parking Operations and Management Services - SUMMARY

A) Year 1 - Estimated Total Annual Price = \$ _____

B) Year 2 - Estimated Total Annual Price = \$ _____

C) Year 3 - Estimated Total Annual Price = \$ _____

D) Years 4 and 5 UNADJUSTED ESTIMATED ANNUAL PRICE (ITEM C TIMES 2) = \$ _____

E) Total Estimated Five (5) Year Contract Price = \$ _____
(A+B+C+D=E)

***Note: Pricing for Year 4 and 5 are subject to CPI Adjustment in accordance with Part I, Section 3 entitled Adjustments.**

The quantities set forth in the Cost Proposal are estimated only for the purpose of Proposal 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.

For purposes of calculating cost, the Estimated Annual Hours listed for the Lane Cashiers, Attendants (Traffic/Valet), Clerks (Office/Revenue), Supervisor (Field/Office) and Supervisor-in-Charge includes 288 Estimated Annual Hours of Customer Care Training and Leadership Training (12 months x 24 hours per month) to be conducted by the Contractor pursuant to Part II-Specifications, Section 8 entitled Training Provided By the Contractor and Port Authority.

Please Note: No direct reimbursement is provided in the Contract for, among other things, the various Management, office clerical staff, drivers for posting employees, office supplies, telephone service, etc. and accordingly the Contractor should include these costs in its management fee.

***Note:** In computing the Hourly Rate in sections I through V, the Contractor is referred to Part I – Contract Specific Terms and Conditions for Facility Services, Section 11 entitled Wages, Health and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified. The Hourly Rate should be transposed from the Calculation of Hourly Rate Form for the corresponding Employee Category on to the Pricing Sheet(s). Supplemental Benefits and Health benefits are not to be included as part of the Monthly Management Fee.

****Note:** These items subject but not limited to Regional Contract Manager, General Managers, Operations Managers salaries, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The Proposer is encouraged to include these costs in its Management Fee. In computing, the Management Fee above, the Proposer is referred to Part I – Contract Specific Terms and Conditions for Facility Services, Section 11, entitled Wages, Health and Supplemental Benefits. The Total Management Fee should be transposed from the Monthly Management Fee Calculation Breakdown sheet on to the Cost Proposal Form(s).

**ATTACHMENT B
PART III (B) – CALCULATION OF AVERAGE HOURLY RATE FORM**

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

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

Attached are the “Calculation of 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 at each facility for each of the 3 years. The PROPOSER shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. These forms shall comprise the basis for the Hourly Rates set forth on the Cost Proposal Form. The Total Hourly Rate quoted at the bottom of each Hourly Rate Form must match the amount on the Cost Proposal Form. When completing this form, please refer to the definitions located in the aforementioned clause.

A PROPOSER’s entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal is accepted by the Port Authority and the PROPOSER 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.

PROPOSER’s must add Items 1 through 5 to arrive at the Hourly Rate which will be billed to the Port Authority for the applicable position at the specified location. Failure to accurately transpose accurately the applicable Hourly Rate (the total of Items 1 through 5) onto the Cost Proposal Form may result in your proposal being deemed non-responsive.

