

A Freedom of Information request has been submitted.

Request date: 04/05/2016

Requested by: Richard Kolb

Business: 646-379-0355

Address: Joint Council 1217
36-36 33rd Street, Suite 202
Long Island City, NY, Zip: 11106

Contact: Phone: 718-729-7400, ext. 257
Email: rkolb@uswulocal74.org

Records seeking: I am requesting a copy of the agreement for customer care representatives, between the Port Authority and Gateway Group One (aka. Gateway Frontline Services, Gateway Security), for both JFK and LGA.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY PRA #16823
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

Danny Ng

, Freedom of Information Administrator

Signature:



Date:

08/10/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

- The requested records are being made available.
- Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:
- A diligent search has been conducted, and no records responsive to your request have been located.
- The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

- Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

- The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

- Other:

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16823-C/>. Paper copies of the available records are available upon request.

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Chief Procurement Officer

March 14, 2016

Overnight Mail and Email kjelavia@gatewaygroupone.com

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

RE: CUSTOMER CARE REPRESENTATIVES AND MANAGEMENT SERVICES AND CUSTOMER ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT (JFK), NEWARK LIBERTY INTERNATIONAL AIRPORT (EWR), LAGUARDIA AIRPORT (LGA) AND STEWART INTERNATIONAL AIRPORT (SWF)-EQIB COLLECTIVE NUMBER 21266; CONTRACT NUMBER 4600008557; PURCHASE ORDER NUMBER 4500062285 FOR JFK; PURCHASE ORDER NUMBER 4500062287 FOR EWR; PURCHASE ORDER NUMBER 4500062286 FOR LGA; PURCHASE ORDER NUMBER 4500062288 FOR SWF; PURCHASE ORDER NUMBER 4500062289 FOR PARK AVENUE SOUTH-CENTRAL OFFICE LOCATION (PAS/COL); EXERCISE ONE (1), TWO (2) YEAR OPTION PERIOD

Dear Mr. Elavia:

In accordance with Part I, "Contract Specific Terms and Conditions", Section 3, entitled "Duration", page 4, paragraph b, the Port Authority of New York and New Jersey hereby exercises its right to exercise the one (1), two (2) year Option Period effective April 12, 2016 to April 11, 2018. The CPI is -.9679% for the first year of the Option Period as calculated by utilizing the Consumer Price Index (CPI) specified in Part I, "Contract Specific Terms and Conditions", Section 5, entitled "Escalation", page 7, paragraph 4. The effective adjustment for the first year of the Option Period shall be zero. All other terms and conditions of the existing Contract shall remain unchanged and in full force and in effect

If, however, a future review by our Audit Department indicates a modification to this adjustment is proper under the Contract, it will be done accordingly and contract compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the Contract, or as the exercise by the Port Authority of any extension rights thereunder.

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007
T: 212 435 8427

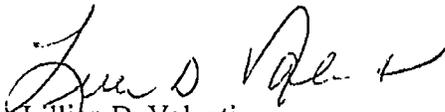
THE PORT AUTHORITY OF NY & NJ

Please submit an updated certificate of insurance to the General Manager, Risk Management, 4 World Trade Center, 150 Greenwich Street, 19th Floor, New York, NY 10007, (Attention: Contract Certificate Review). Additionally, please email a copy of the certificate to Maggi Villane to mvillane@panynj.gov. The Certificate must be annotated with CITS tracking number CITS#3561N.

For invoicing and correspondence purposes, continue to use the above referenced purchase orders numbers as listed above.

Questions in regards to the Contract may be directed to the Contract Administrator, Maggi Villane at (212) 435-3749. Any other questions may be directed to Lesley Brown of the Port Authority's Procurement Department at (212) 435-4648.

Sincerely,



Lillian D. Valenti
Chief Procurement Officer
Procurement Department

THIS SUPPLEMENTAL AGREEMENT Number 1 made as of the 1 day of May , 2014, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an office and place of business at 225 Park Avenue South, New York, New York 10003 (hereinafter referred to as the "Authority"), and Gateway Security, Inc. (hereinafter referred to as the "Contractor"), having an office and place of business at 604-608 Market Street, Newark, NJ 07105.

WHEREAS, by agreement entitled Customer Care Representatives (CCR) and Management Services and Customer Assistance (Port Authority Contract # 4600008557, Purchase Order Number 4500062287) executed by the Authority on April 7, 2011 and by the Contractor on April 6, 2011 (which agreement is incorporated by reference herein and hereinafter referred to as the "Contract"), the Contractor is providing Customer Care Representatives and Management Services and Customer Assistance; and

WHEREAS, scheduled repairs to the AirTrain system at Newark Liberty International Airport ("EWR") will require suspending AirTrain service for approximately 75 days beginning on or about May 1, 2014; and

WHEREAS, the Authority and the Contractor hereby desire to amend the Contract as as described more fully herein.

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained and other good and valuable consideration, the Authority and the Contractor hereby agree as follows:

1. Customer Care Services at Newark Liberty International Airport.

Subject to and in accordance with the provisions of the Contract as amended by this Supplemental Agreement, the Contractor shall provide additional CCR services during the period of May 1, 2014 – July 14, 2014 (the "Supplemental Period"). The Supplemental Period may be extended or shortened at the Port Authority's option, upon prior written notice to Contractor.

2. Cost Escalation.

All rates, prices and unit costs in the Contract will stay in effect during the Supplemental Period.

3. Contractor mandated increased customer service.

The Contractor will provide all supervision, labor, equipment and materials necessary to perform the supplemental CCR services to cover additional posts required during the Supplemental Period for repairs to the AirTrain guideway running surface scheduled to begin on or about May 1, 2014. The additional posts will be required to maintain appropriate customer service levels, while simultaneously monitoring and assisting airport patrons in the passenger terminals, at each

terminal's frontage and courtyard and the AirTrain Newark station entrances during the AirTrain guideway repairs. The Contractor will also be responsible for providing baggage handlers to assist passengers with the loading/unloading of luggage on and off airport shuttle buses that will be made available during the Supplemental Period. To further assist passengers with travel options and airport information, a new, updated version of a Virtual Assistance Kiosk (aka Avatar) will be provided. This animated, bilingual Avatar shall be reprogrammed to ameliorate changes during the Supplemental Period, and includes an interactive touch screen kiosk that can provide information for patrons. After this shutdown is completed, this new Avatar shall be reprogrammed for use in other airport locations.

4. Compensation for Contractor mandated changes

There shall be no net cost increase to the Authority for the one-time or ongoing implementation of Contractor mandated changes described in Paragraph 3. Contractor's sole compensation under this Supplemental Agreement shall be limited to the billable hourly rate of \$22.61 for CCRs and Baggage Handlers; billable hourly rate of \$26.29 for CCR Supervisors; the cost of additional vehicles rented by Contractor and other associated costs (e.g. extra radios, batteries and charges) for the duration of the Supplemental Period.

5. Service Level Agreement modification

The Contractor agrees to provide the additional services outlined in Attachment 1 (Customer Care Representative Staffing Matrix), Attachment 2 (Baggage Handlers Staffing Matrix) and Attachment 3 (additional vehicle rentals and equipment), as a managed service and agrees to continue to be wholly responsible for all contractual responsibilities including but not limited to Coordination, Service Levels & associated Liquidated damages etc, as delineated in Contract.

6. Waiving of Minimum Counts for purposes of a Transition Out Period

During the Supplemental Period, the Contractor agrees to increase the number of CCRs and CCR Supervisors at the rates as they currently exist in the Contract and to provide baggage handling services. Compensation shall be based on actual services, as determined through the same methods currently in use in the Contract.

7. All notices required under the Contract and this Supplemental Agreement shall be in writing and delivered either personally or by certified mail, return receipt requested, to the parties at their respective addresses hereinabove set forth.
8. No Commissioner, officer agent or employee of the Port Authority shall be charged personally by the Contractor with any liability or held liable to the Contractor under any term or provision of the Contract as amended hereby, or because of its execution or attempted execution or because of any breach or alleged breach hereof.
9. This Supplemental Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. The Contract as amended hereby, contains the entire agreement between the parties with respect to the subject matter hereof. Except as may be elsewhere specifically provided herein, no other change in, modification or termination of the Contract of this Supplemental Agreement shall be effective unless in writing and signed by the party to be charged therewith. For the purposes of clarity, unless otherwise explicitly provided for herein, all Contract terms and conditions inclusive of all service levels, remain in effect during the course of the Supplemental Period.

IN WITNESS WHEREOF, the Port Authority and the Contractor have caused these presents to be signed as of the date first above written.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

BY: Spencer D. Valente

Title: Chief Procurement Officer

Date: 5/28/2014

APPROVED:	
FORM	TERMS
<u>Jm</u>	<u>fd</u>

GATEWAY SECURITY, INC.

BY: KEL

Title: C.E.O

Date: April 28, 2014.

ATTACHMENT 1 CCR MATRIX-AIRTRAIN SHUTDOWN (Revised 4/16/14)

EWR	2400-0100	0100-0200	0200-0300	0300-0400	0400-0500	0500-0600	0600-0700	0700-0800	0800-0900	0900-1000	1000-1100	1100-1200	1200-1300	1300-1400	1400-1500	1500-1600	1600-1700	1700-1800	1800-1900	1900-2000	2000-2100	2100-2200	2200-2300	2300-2400	Total Hrs/Day	
TERMINAL A																										
Roamer		1	1	1	1																					4.00
Roamer 2						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
Level 2 Arrivals	1					1	1	1	1	1	1												1	1	1	10.00
Level 2 Curbside						1	1															1	1			4.00
Level 2 Door 1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Level 3 Departures						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
Level 3 Frontage Greeter						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
A-Courtyard						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
TOTAL																								106.00		
TERMINAL B																										
Roamer		1	1	1	1	1	1	1	1																	8.00
Roamer 2										1	1	1	1	1	1	1	1	1	1	1	1					9.00
Level 1 Arrivals											1	1	1	1	1	1	1	1	1	1	1					9.00
Level 2 Door 6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Level 2 Curbside						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1					18.00
Level 2 door 1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Level 3 Frontage Greeter						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				18.00
B-Courtyard						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				18.00
TOTAL																								122.00		
TERMINAL C																										
C-Roamer		1	1	1	1																					4.00
C-Roamer 2						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
Level 2 Departures						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				18.00
Level 2 Curbside														1	1	1	1	1	1	1	1	1				8.00
Level 2 Door 1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Level 3 Departures						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
Level 3 Frontage Greeter						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
Level 1 C Arrivals	1					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	20.00
C-Courtyard						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
TOTAL																								136.00		
BUILDING 1																										
Phone Operator							1	1	1	1											1	1	1	1		8.00
TOTAL																								8.00		
DRIVERS																										
Drivers	1	1	1	1	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	64.00
TOTAL																								64.00		
AIRTRAIN STATION																										
P1-Taller						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
P4-Lobby	1	1				1	1	1	1	1														1	1	9.00
TOTAL																								25.00		
PENN STATION																										
Frontage				1	1								1	1	1	1	1	1	1	1	1					10.00
Ticketing						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19.00
TOTAL																								28.00		
Total Daily Hours CCR																								490.00		
Supervisors																										
Administrative										1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	16.00
GW2-Alpha	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Lead Full Operation Supv.	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Field Operation Supv.	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Penn Station Supv.	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
Elizabeth Station Supv.								1	1	1	1	1	1	1	1	1	1	1	1	1	1					12.00
TOTAL																								124.00		
Total Daily Hours Supervisor																								124.00		
Total Daily Hours Supervisor and CCR																								614.00		

ATTACHMENT 2 BAGGAGE HANDLER MATRIX-AIRTRAIN SHUTDOWN (Revised 4/16/14)

EWR	2400-0100	0100-0200	0200-0300	0300-0400	0400-0500	0500-0600	0600-0700	0700-0800	0800-0900	0900-1000	1000-1100	1100-1200	1200-1300	1300-1400	1400-1500	1500-1600	1600-1700	1700-1800	1800-1900	1900-2000	2000-2100	2100-2200	2200-2300	2300-2400	Total Hrs/Day	
TERMINAL A																										
Courtyard	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	40.00
Level 3 Curbside						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1					16.00
TOTAL																								56.00		
TERMINAL B																										
Courtyard	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	40.00
Level 3 Curbside						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
Level 2 Door 6													1	1	1	1	1	1	1	1						8.00
TOTAL																								64.00		
TERMINAL C																										
Courtyard	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	40.00
Level 3 Curbside						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.00
TOTAL																								56.00		
AIRTRAIN STATION																										
P3 Lobby	1					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	20.00
P4-Lobby	2	2				2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	42.00
TOTAL																								62.00		
PENN STATION																										
Frontage	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	48.00
TOTAL																								48.00		
ELIZABETH STATION																										
Frontage								1	1	1	1	1	1	1	1	1	1	1	1							12.00
TOTAL																								12.00		
Total Daily Hours Baggage																								298.00		
Supervisors																										
Baggage Supervisor	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24.00
TOTAL																								24.00		
Total Daily Hours Supervisor																								24.00		
Total Daily Hours Supv. and Baggage Handlers																								322.00		

ATTACHMENT 3

4-16-14

AIRTRAIN SHUTDOWN- GATEWAY VEHICLES AND ALL OTHER COSTS

	Total Monthly Cost
VEHICLES	
4- Handicap at \$4,500.00 each	\$18,000
4- 15 Passenger at \$4,000.00 each	\$16,000
Total monthly cost for Vehicles	\$34,000
Total vehicle cost for 2 1/2 months	\$85,000
Other Costs	
Extra Radios, batteries and chargers	\$18,000
15 Bullhorns at \$31.95 each	\$479.25
Total	\$103,479.25