

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
2 MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NEW JERSEY 07302**

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: MARCH 1, 2013

**TITLE: UNARMED, UNIFORMED SECURITY GUARD SERVICES AT
JOHN F. KENNEDY INTERNATIONAL (JFK), LAGUARDIA (LGA),
NEWARK LIBERTY INTERNATIONAL (EWR), STEWART
INTERNATIONAL (SWF) AND TETERBORO (TEB) AIRPORTS**

RFP NO.: 30744

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

PRE-PROPOSAL MEETINGS AND SITE INSPECTIONS:

**EWR – 10:00 a.m., Monday, March 18, 2013
LGA – 9:30 a.m., Tuesday, March 19, 2013
JFK – 1:30 p.m., Tuesday, March 19, 2013**

QUESTIONS DUE BY:	March 22, 2013	TIME: 2:00 P.M.
PROPOSAL DUE DATE:	April 4, 2013	TIME: 2:00 P.M.

PROCUREMENT REPRESENTATIVES:

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EXHIBITS

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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 unarmed, uniformed security guard services at John F. Kennedy International (JFK), LaGuardia (LGA), Newark Liberty International (EWR), Stewart International Airport (SWF) and Teterboro Airport (TEB), as more fully described herein.

B. Brief Summary of Scope of Work

In connection with providing the services described in Attachment B - Contract Specific Terms and Conditions, the Contractor shall provide Airport Security Agents, Lead Airport Security Agents, Airport Security Operations Center

Agents, Identification Office Specialists, Building One Security Specialist, Operations Assistants, Tour Supervisors, Human Resources Manager, Human Resources Assistant, Assistant Office Managers, Office Managers, ID Office Managers, Assistant Project Managers and Project Managers, as required in Section 26 of Attachment B entitled "Position Duties" and Section 28 of Attachment B entitled "Contractor's Requirements by Position."

- i. The term of the Contract shall be for a four (4) year period (the "Initial Term") commencing at 12:01 a.m. on August 1, 2013 (said date and time hereinafter sometimes collectively called "the Commencement Date") and unless sooner terminated or revoked (or extended) shall expire at 11:59 p.m. on or about July 31, 2017 (said date and time sometimes hereinafter called "the Expiration Date"). The Port Authority may, in its sole discretion, exercise up to two (2) – two-year option periods ("Option Period(s)").
- ii. The Port Authority shall have the right to extend this Contract for a one hundred and twenty (120) day period from the Expiration Date or upon expiration of any Option Period, if taken. All Contract terms, conditions and costs in effect immediately prior to the extension period shall remain in effect for such extension without escalation. The Port Authority shall notify the Contractor in writing at least thirty (30) days prior to the Expiration Date herein above establish that the Contract term is so extended.

C. Deadline for Receipt of Proposals

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

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

D. 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>.

E. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and fourteen (14) double-sided copies of the Proposal (including the Cost Proposal Forms) as well as four (4) compact disks with digital versions of the Proposal and Cost Proposal Forms must be submitted on or before the due date and time 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 may cause a delay in identification, misdirection or disqualification of Proposal submissions.

The Port Authority requests the completed (i.e., prices entered electronically) Cost Proposal Forms (Attachment C) be submitted in Microsoft Excel format. A blank copy of the pricing sheets in Microsoft Excel format can be obtained by contacting the Procurement Representative on the cover page of this solicitation. The Proposer is responsible for the accuracy and calculations in any and all submittals. If the Cost Proposal Forms are changed by addendum during the course of the solicitation, the Proposer is solely responsible for requesting a new version or modifying any previously obtained version.

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.

F. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Port Authority Procurement Representative listed on the cover page. All questions regarding this RFP should be submitted in writing to the Procurement Representative by the due date at the email address or facsimile number listed on the cover page no later than 2:00 p.m. (EST) on the day and date specified on the cover page as the deadline for questions.

The Procurement Representative 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 Procurement Representative 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 required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

G. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized

representative on behalf of the Port Authority specifically stating that the Proposal is accepted or by 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 only by either (a) a notice in writing 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.

H. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facilities 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.

I. City Payroll Tax

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

- City of Newark, New Jersey for services performed in Newark, New Jersey;
- City of New York, New York for services performed in New York, New York;
- City of Newburgh, New York for services performed in Newburgh, New York and Town of New Windsor, New York for services performed in New Windsor, New York.
- County of Bergen, New Jersey for services performed in Teterboro, and Moonachie New Jersey

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 headed “Sales or Compensating Use Taxes”, in the *Standard Contract Terms and Conditions* included herein, does not apply to these taxes.

J. Pre-Proposal Meetings / Site Inspection(s)

There are three (3) scheduled Pre-Proposal Meetings/ Site Inspections

1. The first Pre-Proposal Meeting /Site Inspection is scheduled to be held at Newark Liberty International Airport, Port Authority Administration

Building #1, Conrad Road (off Brewster Road), 2nd Floor, Large General Manager's Conference Room, Newark, NJ 07114 on Monday, March 18, 2013 at 10:00 a.m.

2. The second Pre-Proposal Meeting /Site Inspection is scheduled to be held at LaGuardia Airport, Central Terminal Building, 3rd Floor, Room 3870, Flushing, NY 11371 on Tuesday, March 19, 2013 at 9:30 a.m.
3. The third Pre-Proposal Meeting /Site Inspection is scheduled to be held at John F. Kennedy International Airport, Port Authority Administration Building #14, General Aviation Way, 1st Floor, Press Room, Jamaica, NY 11430 on Tuesday, March 19, 2013 at 1:30 p.m.

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.

A Site Inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

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

A maximum of two (2) individuals per company are allowed to attend. Two (2) valid forms of photo ID are required with one form being a driver's license, state issued identification (non-driver) or passport to attend the Pre-Proposal meeting and facility inspections.

Individuals should RSVP and must include the following information:

- 1) Legal First and Last name
- 2) Company Name
- 3) Date of Birth (MM/DD/YYYY)
- 4) Phone Numbers (work and cell)
- 5) Email address
- 6) Which site inspection(s) he/she will attend

Please provide all above requested information to Ms. Maria Flores at mflores@panynj.gov and Ms. Courtney Fong at cfong@panynj.gov no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions. Failure to provide **all and correct information** may result in individuals being denied attendance.

K. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Pre-Proposal Meetings/Site Inspections or at 225 Park Avenue South, New York, NY 10003 by contacting Ms. Maria Flores at mflores@panynj.gov and Ms. Courtney Fong at cfong@panynj.gov Monday through Friday between the hours of 9:30 a.m. and 4:00 p.m. Appointments must be made at least 24 hours in advance of the requested Contract examination date. Contract examinations are limited to 1 hour. The Contract may not be duplicated or removed from the Park Avenue South facility.

These documents were not prepared for the purpose of providing information for Proposers on this RFP but they were prepared for other purposes 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 “Unarmed, Uniformed Security Guard Services at Newark Liberty International Airport, The Port Authority Trans Hudson (PATH), the Teleport, The Staten Island Bridges and the George Washington Bridge, Lease Office Properties in New York & New Jersey, the World Trade Center Site, Port Ivory in Staten Island, the Bathgate Industrial Park and Pier 6 in Brooklyn” contract, Contract #4600007137.

A conformed copy of the existing “Unarmed, Uniformed Security Guard Services at John F. Kennedy International (JFK) and LaGuardia (LGA) Airports” contract, Contract #4600008466.

Note: There is no existing contract for unarmed, uniformed guard services at TEB or SWF.

L. 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>

M. Note on Minimum Direct Hourly Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits

The Contract requirement for Minimum Direct Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health and Supplemental 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.

N. Limitation on Future Contracting

The Contractor awarded this contract is precluded from being awarded any future Port Authority Contract for unarmed, uniformed security guard services as a prime contractor or as a subcontractor for the duration of this contract, including any option years or periods, if exercised. The restriction shall apply to any and all affiliates, divisions and subsidiaries of the Contractor. This limitation shall not apply to an award for the replacement contract for the services described herein.

2. SCOPE OF WORK

The Contractor shall provide Unarmed, Uniformed Security Guard Services on a 24 hour, 7 day a week basis. It is anticipated (but not guaranteed) that the Contractor will have a minimum period of thirty (30) calendar days for start-up purposes from the date of Contract award to the Commencement Date of the Contract. Proposers should refer to Attachment B for a full description of Services required under the Contract.

3. PROPOSER PREREQUISITES

Only Proposers that 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 continuous experience immediately prior to the date of the submission in the management and operation of a security guard service or watchman service business actually engaged in providing these services to commercial or industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate the persons or entities owning and controlling the Proposer have a cumulative total of at least five (5) years of continuous experience of the type required above immediately prior to Proposal submission, or the persons or entities owning and controlling the Proposer have 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(s) for similar scope and complexity of the services described herein.

- C. The Proposer shall demonstrate that it has earned gross revenues of at least twenty million dollars (\$20,000,000.00) a year for each of the last two (2) fiscal or calendar year(s) from the type of services described herein.
- D. The firm proposing shall have at the time of submission of its Proposal (and maintain throughout the term of the Contract and any Option Period and Extension, if any), a valid and current license issued by New York State, Division of Licensing, pursuant to New York General Business Law, Section 70.
- E. The firm proposing shall have at the time of submission of its Proposal (and maintain throughout the term of the Contract and any Option periods and Extension, if any), a valid and current license to perform the Services required by the Contract contemplated herein issued by Division of State Police, designated under Chapter 55 of Title 13 of the New Jersey Administrative Code, promulgated by the Superintendent of State Police, to implement the Private Detective Act of 1939, N.J.S. 45:19-8 et seq. as amended.

Without limiting the foregoing prerequisites, the Contractor shall comply with all present and future governmental laws governing the services provided hereunder.

In the event a Proposal is made 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 prerequisites. With respect to subparagraph (C), the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite. Subparagraph (D) and (E) must be met by each member of the joint venture or if the joint venture has been established as a separate, legal entity, then by the joint venture itself.

If the Submission is made by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this solicitation. Documents signed by a common law joint venture, in connection with this Submission, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture submissions must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites. By furnishing this solicitation document to parties, the Port Authority has not

made a determination that the Proposer has met the prerequisites or has otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other Submission requirements included herein and any issued by addendum.

4. FINANCIAL INFORMATION

The 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 Port Authority may require a form of financial security as a result of its determination of Proposer’s financial qualifications, which may include a Letter of Credit or other guarantee. 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 used in the evaluation of proposals.

A. Cost of Proposal

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

B. Overall Experience of Firm, Technical Expertise and Financial Capability

- The degree and extent to which the Proposer has relevant and successful experience in providing watchmen or unarmed, uniformed guard services for a contract of similar scope and size; services which interface directly with the general public at a transportation facility or other comparable environment, with posts located in remote locations, often working under stressful conditions while providing a high level of service to customers on a continuous basis.
- Experience of Proposer's management team in managing its employees, the performance of security guard services and conducting employee management programs.
- Degree and extent of relevant technical expertise of the Proposer and its senior management team in providing unarmed, uniformed, security guard services and in its utilization of technology and other tools to facilitate superior performance of said services.
- The capability of the Proposer to meet all requirements of the RFP, including but not limited to the firm's ability to comply with the insurance requirements and Standard Terms and Conditions without taking any exceptions.
- The degree of business risk assumed by the Port Authority, including but not limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract and 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 unarmed, uniformed security guard services at each facility.

- 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.

C. Management Approach & Staffing Management

- The clarity and feasibility of the Proposal, which shall include the Proposer's management philosophy and management approach, quality control / quality assurance initiatives, start-up plans, principles and programs, including training and safe work environment programs, fleet maintenance and audit compliance plans, to be utilized by the Contractor in performing the service, and which shall include consideration of:
 - 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, health benefits and other supplemental 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 both its full-time and part-time employees, a plan for retaining current contractor employees for this Contract and ensuring that the employees who performed the same and/or similar roles under a 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 approach of managerial and supervisory personnel in handling emergency situations and what are the proposed emergency procedures to identified and handle potential emergency situations such as, but not limited to: inclement weather, power outages and interruptions in transportation infrastructure to and from the airports, etc.
 - 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.

D. Contractor Identity Check/Background Screening Plan

The quality of the proposer’s Contractor Identity Check/Background Screening Plan, which includes its effectiveness, thoroughness and the extent to which it ensures employees’ identities are checked and confirmed. The system and manner in which employee background information will be measured/screened against the Contractor Identity Check/Background Screening Plan criteria, and how employees who successfully pass the criteria will be properly credentialed to perform the services herein. The submitted Plan shall become part of the Contract, will be a Contract requirement and shall be applicable to all years of the Contract.

6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

“Minority Group” means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

- 1) Dividing the services and materials to be procured into small portions where feasible;
- 2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- 4) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- 5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE Participation Plan, annexed hereto as Attachment G or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

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

- Identification of M/WBEs: 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/WBEs 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 certhelp@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 I, 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. “Recycled 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 Recycled Product” shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

8. 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 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) Corporate information, as follows:
 - i. 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;
 - ii. If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;
 - iii. If an individual: a statement of residence;
 - iv. If a joint venture: information on each of the 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 as Part II, Standard Contract Terms and Conditions of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability (“Certification Statement”).

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 provide the Unarmed, Uniformed Security Guard 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 of Proposal

The Proposer shall submit a cost proposal indicating the compensation it expects to receive. The Cost Proposal shall be complete and inclusive of all work required in this RFP and shall include, but not be limited to, material and labor costs, any wages, salaries, health benefits and other supplemental benefits, overheads, profits, etc. The Cost Proposal shall be submitted on Attachment C, D, E and F - Cost Proposal Forms, Calculation of Average Hourly Rate Form, Calculation of Annual Salary Positions Forms and Monthly Management Fee Calculation Forms. In addition, the Cost Proposal forms accepted by the Port Authority shall become part of the Contract, upon acceptance by the Port Authority, and are subject to audit in accordance with the Wages, Health, Supplemental Benefits and Salaries requirements hereunder.

2. Overall Experience of Firm, Technical Expertise and Financial Capability

The Proposer shall submit information to allow the Port Authority to evaluate it with respect to the experience, technical expertise and financial capability as more fully set forth in Section 5 above "Evaluation Criteria and Ranking". The Proposal should include, but not be limited to, the following:

- a) The Proposer shall submit information demonstrating the extent to which the Proposer has relevant experience furnishing Unarmed, Uniformed Security Guard Services of similar scope or size.

The Proposer shall submit a listing of all Unarmed, Uniformed Security Guard Services Contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. For each Contract listed, include:

1. The name and address of the Contracting party
2. The locations where the work was performed
3. Duration of the Contract
4. The approximate dollar amount of the Contract
5. The annual staff hours of full and part time labor expended in the performance of the Contract
6. A summary of the types of work performed
7. The names, addresses and telephone numbers of the owners and contract administrators
8. Representatives familiar with the work that the Port Authority may contact

- b) The Proposer shall submit experience of Proposer's senior management team in managing similar employee management programs, including, but not limited to:

1. Employee references
2. Security training program
3. OSHA safety training
4. Quality assurance and control programs
5. Disciplinary procedures
6. Staff planning
7. Payroll processing
8. Recruiting procedures and maintenance of a stable workforce
9. Performance improvement measurements
10. Self-assessment plan
11. Background screening plan
12. Customer service initiatives
13. Human resources department
14. Utilization of technological advances in Unarmed, Uniformed Security Guard Services

15. Contract management

16. Fleet management

- c) The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the firm has in the following areas:
1. Utilization of technological advances, or other tools in unarmed, uniformed security guard services and resulting benefits;
 2. Management of Unarmed, Uniformed Security Guard Services in buildings and facilities of similar size.
 3. Highlight any and all aviation/airport experience, although such experience is not required.
 4. Describe any Safety Act experience, designations or certifications Proposer has been awarded or expects to be awarded. Include a copy of any Safety Act application(s), designations or certifications and related supporting documents which may be applicable to the services being provided under this Contract.
- d) The Proposer should provide documentation relevant to establish the Proposer's capability to meet all terms and conditions set forth herein, including insurance requirements.
- e) The Proposer shall submit risk assessment, succession plans and any other relevant documentation that assess the Proposer's business risk in taking on the significant amount of new work that will be required under this Contract. The risk assessment plan should take into account all work currently under contract, as well as work that is under contract to companies which the Proposer owns, controls or has an interest. The assessment should provide sufficient information to allow the Port Authority to assess the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of the Contract.
- f) The Proposer shall submit information establishing that it is financially capable of performing the Contract and possesses the corporate infrastructure to support the services required set forth in this solicitation.

3. Management Approach & Staffing Management

The firm shall provide a complete description of how it intends to staff, implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its management approach and ability to provide the services.

a) Clearly describe in detail your management philosophy and your approach to performance of the subject services, which shall include, but is not limited to, the following:

1. An organization chart for this project that identifies the relationship between the Project Manager, Principals, and other key individuals. Include their titles, office address, function, task responsibility and overall reporting relationships.

Submit a profile of each person identified in the organization chart that describes how his or her experience and technical capabilities will assist in the successful performance and completion of the Contract.

Include the number and relevant experience of all managerial and supervisory personnel proposed to be dedicated to the Contract.

2. Approach to keeping the Authority informed of any issues and progress during performance of the contemplated services.
3. Approach to quality control /quality assurance in terms of both technical review and compliance with the overall Contract and schedule requirements.
4. Description of your firm's start-up and transition plans.

b) Provide a statement indicating the qualifications and relevant experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:

1. Their length of service with the firm
2. The anticipated function of each person on the Contract
3. A summary of the relevant experience of each person listed
4. The resumes of the individuals who are being recommended for these positions should be included in the submission.

c) Submit proposed labor, supervisory, on-site management and work plans, including:

- 1) A description of how wages and incentives (i.e., monetary or otherwise) will be provided to employees, as well as the Proposer's plan to ensure compliance with the wage and

health benefit requirements of this Contract, including the quality of the health benefits and other supplemental benefits;

- 2) A plan that will ensure that employees who performed similar roles under a previous Port Authority Contract at the Facility suffer no diminution in wage rate under the new Contract;
 - 3) A plan for retaining current employees for this Contract and providing for a stable labor force, including a narrative description as to how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the base term of the Contract;
1. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.
 2. The Proposer shall show the number of full-time and part-time employees to be utilized in providing these services, including supervisory staff. The firm shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the firm submit a staffing plan that maximizes the use of full-time employees.
 3. The Proposer shall provide a plan in handling emergency situations and what are the proposed emergency procedures to identified and handle potential emergency situations such as, but not limited to: inclement weather, power outages and interruptions in transportation infrastructure to and from the airports, etc.
 4. The Proposer's capability to increase and maintain staffing levels in the event of an emergency or other event, whether planned or on short notice. The Proposer provide details plans indicating how they will maintain and/or increase staff levels during emer.
 5. The Proposer's training and safe work environment plans for this Contract;
 6. Proposed labor and supervisory staffing organization;
 7. Incentive plans;

8. Disciplinary plans;
9. Security training plan;
10. Customer service plan;
11. Contractor's audit program;
12. Vehicle fleet maintenance and replacement program;
13. M/WBE participation plan;
14. Certification of Environmentally Preferable Products/
Practices
15. Description of how the Strategic Partnership Measurement Program (set forth in Section 46 of Attachment B) will be handled and submit a sample that would be use for this Contract;

NOTE: By submitting a Proposal, the Proposer certifies that it will meet all wage and benefit requirements in the Contract, without exception.

4. Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates with specificity 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:

- Specify sources, details and criteria for the check, such as criminal records searches conducted, immigration status, job history, reference checking;
- Specific measures, services or reviews undertaken to verify employees' identities;
- 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 he/she has done in the last 10 years preceding the date of the investigation;

- Identification of specific resources, technology, subcontractors or firms utilized in the performance of said services;
- The frequency with which employee checks are conducted (example: upon hiring and every six (6) months thereafter).

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

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 Part II, 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.

I. Background Qualification Questionnaire (To be submitted directly to the Office of the Inspector General)

The Proposer shall submit a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, sub consultants and vendors providing services under this Contract, known to the Proposer at the time of proposal submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's

website through the following link:

http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

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, proposal, 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. Only approved subcontractors will be permitted to perform services under this Contract.

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, if any, 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 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 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 right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract executed 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 resulting Contract, if any, 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 (FOI Code) 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 which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, 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 – PART I - CONTRACT SPECIFIC TERMS AND CONDITIONS

Section 1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the “Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified herein, at the location(s) listed herein, 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 herein 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 herein required, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

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

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

Section 2. Definitions

Terms, as used in this agreement

A. “**Airport**”, “**Facility**” or “**Facilities**” shall mean:

- 1) John F. Kennedy International (JFK) and LaGuardia (LGA) Airports located in the borough and county of Queens in the city and state of New York.
- 2) Newark Liberty International (EWR) Airport in the cities of Newark (Essex County) and Elizabeth (Union County), state of New Jersey.

- 3) Stewart International (SWF) Airport located in the county of Orange in the city of Newburgh in the state of New York.
 - 4) Teterboro (TEB) Airport located in the county of Bergen in the cities of Teterboro and Moonachie, state of New Jersey.
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- B. The term **“Airport Manager”, “Manager”, “General Manager”** shall mean each Manager or General Manager, or his/her designee, at the particular airport where the services are being performed (John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, Teterboro Airport or Stewart International Airport).
 - C. **“AOA”** shall refer to Airport Operations Area.
 - D. **“ASA”** shall refer to Airport Security Agent, an employee of the Contractor.
 - E. **“Airport SOC Agent”** shall refer to Airport Security Operations Center Agent, an employee of the Contractor.
 - F. **“BOR”** or **“Breach of Rules”**, shall refer to a penalty program in place at the airports to ensure compliance with federal regulations and Port Authority rules.
 - G. **“Challenge Program”, “Bogus Bob/Babs”** are programs under the Airport Community Watch Program.
 - H. **“Contractor”** shall mean the Port Authority’s Contractor to provide the services specified under this Contract.
 - I. **“EGTMS”** shall refer to the Electronic Guard Tour Monitoring System.
 - J. **“HR Manager”** shall refer to Human Resources Manager, an employee of the Contractor.
 - K. **“IDOS”** shall refer to Identification Office Specialist, an employee of the Contractor.
 - L. **“LASA”** shall refer to Lead Airport Security Agent, an employee of the Contractor.
 - M. **“OM”** shall refer to Office Manager, an employee of the Contractor.

- N. **“PM”** shall refer to Airport Project Manager, an employee of the Contractor.
- O. **“Secured”**, **“SIDA”** and **“AOA”** shall refer to and any area at the airport where commercial air carriers conduct the loading and unloading of passengers and baggage between their aircraft and the terminal building.
- P. **“SIDA”** shall refer to Security Identification Display Area.
- Q. **“SOC”** shall refer to the Security Operations Center.
- R. **“Specifications”**, **“Scope of Work”** shall refer to the Contractor’s requirements set forth herein and in the Contract for the services required herein.
- S. **“TS”** shall refer to Airport Tour Supervisor, an employee of the Contractor.
- T. **“TSA”** shall refer to Transportation Security Administration.
- U. **“TSR”**, **“CFR”** shall refer to Transportation Security Regulations and Code of Federal Regulations

Section 3. Description of Services

The Contractor shall provide Unarmed, Uniformed Security Guard 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.

The Contractor shall provide Airport Security Agents, Lead Airport Security Agents, Airport Security Operations Center Agents, Identification Office Specialists, Operations Assistants, Tour Supervisors, Human Resources Manager, Human Resources Assistant, Assistant Office Managers, Office Managers, Identification Office Managers, Building One Security Specialists, Assistant Project Managers and Project Managers, as required in Section 26 of Attachment B entitled "Position Duties" and Section 28 of Attachment B entitled "Contractor’s Requirements by Position."

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 fluently to individuals who may need directions or instructions and to communicate with contractor’s staff and Port Authority

personnel. The Contractor acknowledges and agrees the work to be performed under this Contract shall be provided at all times in a high quality, courteous and professional manner.

Section 4. Duration

The term of the Contract shall be for a four (4) year period (the “Initial Term”) commencing on or about 12:01 a.m. on August 1, 2013 (said date and time hereinafter sometimes collectively called “the Commencement Date”) and unless sooner terminated or revoked (or extended) shall expire at 11:59 p.m. on or about July 31, 2017 (said date and time sometimes hereinafter called “the Expiration Date.”

- A. The Port Authority shall have the unilateral right to extend this Contract for two (2) additional two-year option periods (herein after called "Option Periods" or "Option Years") from the Expiration Date originally fixed herein upon the same terms and conditions subject to the following: no later than thirty (30) days prior to the Expiration Date of this Contract as the same may be extended from time to time hereunder, only to the adjustment of charges as herein provided and the Port Authority may send a notice of intention to extend the term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the applicable Option Period.
- B. The Port Authority shall have the unilateral right to extend this Contract for a one hundred twenty (120) day period (“Extension Period”) from the Expiration Date or upon the expiration of any Option Period, if taken. All Contract terms, conditions and costs in effect immediately prior to the extension period shall remain in effect for such extension without escalation. The Port Authority shall notify the Contractor in writing at least thirty (30) days prior to the Expiration Date herein above establish that the Contract term is so extended.

Section 5. Adjustments

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

- A. For the first year of the first two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the

months of March 2016 and March 2017. The amounts payable to the Contractor in effect during the fourth year of the initial term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for March 2017 and the denominator of which shall be the Price Index for March 2016. The resulting product shall be the amounts payable during the first year of the first two-year Option Period.

- B. For the second year of the first two-year option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of March 2017 and March 2018. The Amounts payable to the Contractor in the fifth year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for March 2018 and the denominator of which shall be the Price Index for March 2017. The resulting product shall be the amounts payable during the second year of the first two-year Option Period.
- C. For the first year of the second two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of March 2018 and March 2019. The amounts payable in effect during the sixth year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for March 2019 and the denominator of which shall be the Price Index for March 2018. The resulting product shall be the amounts payable during the first year of the second two-year Option Period.
- D. For the second year of the second two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of March 2019 and March 2020. The amounts payable in effect during the seventh year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for March 2020 and the denominator of which shall be the Price Index for March 2019. The resulting product shall be the amounts payable during the second year of the second two-year Option Period.
- E. In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three percent (3%) per annum or less than zero percent (0%) per annum.

In the event the amounts payable to the Contractor as set forth on the Pricing Sheet(s), as applicable, shall be adjusted hereunder, then, simultaneously with such adjustment, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by The Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in this Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to the Port Authority its plan to ensure its compliance with the employee payments requirement in effect during such coming Option Period.

In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a Contractor from raising wages or increasing benefits at its own discretion without further compensation by the Port Authority.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

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

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such re-computation results in a smaller increase in the amount payable for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority, the Contractor shall refund to the Port Authority excess amounts theretofore paid by Port Authority for such period.

Section 6. Billing and Payment

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

- 1) The Airport Security Agent Hourly Charge, Lead Airport Security Agent Hourly Charge, Airport Security Operations Center Agent Hourly Charge, Identification Office Specialist Hourly Charge, Building One Security Specialist and the Tour Supervisor Hourly Charge, all as set forth in the Cost Proposal Forms, multiplied by the actual number of hours of post coverage provided and satisfactorily completed.
- 2) The Monthly Charge Per Vehicle, set forth in the Cost Proposal Forms, multiplied by the actual number of vehicles satisfactorily provided, and
- 3) The Monthly Charge for the Management Fee as set forth in the Cost Proposal Forms provided by the Contractor hereunder, and
- 4) The charge for approved reimbursable expenses, if any, and,

- 5) The charge for Extra Work, if any
- B. Payment of the foregoing by the Port Authority to the Contractor shall be made in monthly installments in accordance with the following:
- 1) The form of submission of all invoices for payment to the Contractor by the Port Authority for services rendered under this Contract shall be as directed by the Airport Manager from time to time, including but not limited to, format, breakdown of items presented and verifying records. On or before the tenth day of the month following the month in which the Commencement Date occurs and on the tenth day of each and every calendar month thereafter during the term of this Contract including the calendar month following the month of expiration, termination or revocation of this Contract, the Contractor shall submit to the specific Airport Manager, a separate itemized invoice for each calendar month setting forth the amount due to the Contractor for the preceding calendar month, if any.
 - 2) Payment shall be made in monthly installments consisting of an amount equivalent to the total of all the compensation for the services satisfactorily provided during the relevant billing period, each installment to be made as follows: within thirty (30) calendar days of verification of the Contractor's invoice, the Port Authority shall pay to the Contractor the amount set forth therein, subject to adjustments as provided elsewhere herein.
 - 3) In the event an audit should indicate that the amount due to the Contractor for any billing period is less than the amount paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent payments to the Contractor.
 - 4) In the event any invoice required hereunder to be submitted to the Port Authority is not submitted to the Port Authority within the time specified, or is submitted within the time specified but is not correct, then the time

in which the Port Authority is obligated to pay the amount covered by said invoice to the Contractor hereunder shall be extended so that in all cases the Port Authority shall not be required, pursuant to this Section, to pay any amount to the Contractor prior to the thirty (30) day period set forth herein for payment.

- 5) It is expressly understood and agreed that all costs of the Contractor incurred in providing these services to the Port Authority, of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the Guard Service or otherwise under this Agreement shall be borne by the Contractor and without compensation or reimbursement from the Port Authority, except as specifically hereinbefore set forth.
- 6) "Final Payment", as the term is used throughout this Contract, shall be the Final Payment made for services rendered in the last month of the term or Option Period, or, if the term is extended then Final Payment made for services rendered in the last month of the extended term or Option Period. However, should this Contract be terminated for any reason prior to the last month of the Initial Term or prior to the last month of the extended term, if the term is extended then Final Payment shall be payment for services rendered in the month during which termination becomes effective. The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall operate as a release to the Port Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and omission of the Port Authority and others relating to or arising out of the Contract, including claims arising out of breach of Contract and claims based on claims of third persons. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations in connection with this Contract.
- 7) The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without

consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Port Authority. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this paragraph, notwithstanding any purported reservation of rights.

- 8) The Contractor agrees that it shall not be entitled to, and hereby waives any right it might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of paragraphs (6) and (7) of this section or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this paragraph, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of Contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of six percent (6%) per annum for the period, if any, in which such interest is due.
- 9) Without limiting the generality of any other term or provision hereof, the Contractor understands it will not be separately reimbursed for the cost of the Operations Assistant, Assistant Office Manager, Office Manager, Human Resource Manager, Human Resources Assistant, Assistant Project Manager or any Project Managers or for other costs, including phone charges, office supplies and other related costs, unless those costs are shown on the Pricing forms any such costs are considered covered

by the Management fees. The Contractor shall provide clerical support as required, which is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed.

- 10) The Contractor shall submit all invoices for services provided at a particular Airport to the attention of the Manager at the Airport where services are performed listed hereafter, at the addresses below.

LaGuardia Airport
The Port Authority of NY & NJ
Central Terminal Building, 3rd Floor
Flushing, NY 11371
Attention: Airport Security Manager, LGA

John F. Kennedy International Airport
The Port Authority of NY & NJ
Building 14, 2nd Floor
Jamaica, NY 11420
Attention: Airport Security Manager, JFK

Newark Liberty International Airport
The Port Authority of NY & NJ
Conrad Road, Building One, 2nd Floor
Newark, NJ 07114
Attention: Airport Security Manager, EWR

Stewart International Airport
The Port Authority of NY & NJ
1180 First Street
Building 138
New Windsor, NY 12553
Attention: Deputy General Manager

Teterboro Airport
The Port Authority of NY & NJ
90 Moonachie Avenue
Teterboro, NJ 07608
Attention: Manager of Airport Operations and Security

The Contractor shall furnish a quarterly report within thirty (30) days of the end of a fiscal quarter, detailing all invoices submitted in that quarter. The Contractor shall indicate which

invoices were paid and the amount paid. The quarterly report should include but is not limited to the following: invoice number, payment by type (i.e., monthly total lump sum, extra work, etc. time sheets, training schedules, employee/company license reports, approved reimbursable items, equipment inventory contractor third party agreements). The report shall be submitted to the Airport Managers.

Copies of all finalized invoices and quarterly reports shall be electronically sent to:

The Port Authority of NY & NJ
Aviation Department
Aviation Security and Technology Division
Attention: Principal Aviation Security and Technology Analyst
233 Park Ave South, 9th Floor
New York, NY 10003
cfong@panynj.gov

Section 7. Time

The Contractor shall not commence the performance of any work on Port Authority premises until the Contractor has received notice from the Port Authority that the insurance provided by the firm in accordance with Section 22 hereof entitled: “Insurance to be Procured by the Contractor” is satisfactory, as evidenced by the certificate to be furnished under said clause. The Contract term shall not be extended on account of the time required to furnish the documents referred to above, but the Port Authority shall give notice to the Contractor within five (5) days after receipt of the Certificate of Insurance as to whether or not such insurance is satisfactory.

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

Section 8. Audit

The Port Authority has the unlimited right to audit any section, provision, detail or obligation under this contract with no restriction. The Contractor shall provide system access and reasonable assistance to the Port Authority’s External and Internal Audit staff or its consultants in auditing Contractor’s 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 Contract and administration tasks and functions covered by this Contract. The Contractor

shall ensure the same level of access is provided to the records of any subcontractor performing work under the Contract.

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

The Port Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this Contract. All Contractor records shall be kept and documents of subcontractors, if applicable. Such access shall be given or obtained during the term of the contract and for a period of three (3) years after Final Payment to the Contractor, provided, however, if within the aforesaid three year period the Port Authority notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) years from the date of Final Payment with respect to the records and documents involved.

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

Unless otherwise approved by the Port Authority, all records required to be retained shall be kept at all times within the Port District and, during such time, the Contractor shall permit, (and shall cause its subcontractors to permit) during ordinary business hours, the examination and audit of such records and books of account by the duly authorized representatives of Port Authority. If Contractor receives approval from the Port Authority to keep any records related to this Contract outside of the Port District, the Contractor shall be responsible for the cost for transportation and accommodations and other related expenses for Port Authority representatives seeking access to such records and this cost shall be borne solely by Contractor.

As set forth in Section 6. Entitled Billing and Payment, subsection B.3), the Port Authority may, in its discretion, elect to deduct the total sum determined to be due to the Port Authority as the result of any Audit conducted by the Port Authority. Such amount may be deducted from any subsequent payment payable to the Contractor under this Contract. The Port Authority audit findings shall be final and are not subject to Contractor appeal.

Section 9. Withholding Payments

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

- B. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligation or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, promises or agreements contained in this Agreement, or as a result of any act or omission of the Contractor contrary to the said conditions, promises and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payments payable by it to the Contractor.

Section 10. Liquidated Damages

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 fails to satisfactorily perform all or any part of the work required hereunder in accordance with the requirements 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 loss to the Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages of such failures to perform shall be liquidated as follows:

A. **Failure to provide or perform services (Hourly titles)**

In the event that the Contractor fails to provide or perform the Airport Security Agent Service, the Lead Airport Security Agent Service, the Airport Security Operations Center Agent Service, Identification Office Specialist Service, Building One Security Specialist Service and the Tour Supervisor Service as required under this Contract, then inasmuch as the damage and loss to the Port Authority, including disruption of the operation at the Facility and disruption of Security at the Facility, which will result from the non-performance of the portion of the Service not performed, cannot be easily calculated and may be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two times the applicable hourly charge or charges set forth in the Contractors Pricing form, as the same may have been adjusted, by the number of hours or fractions thereof that the Contractor fails to provide the Services (it being understood that in no event shall any amount be payable by the Port Authority for Service hours not actually provided by the Contractor), said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to-time, in its sole discretion.

B. **Failure to provide or perform services (Management titles)**

In the event that the Contractor fails to provide or perform the Operations Assistant, Human Resources Manager, Human Resources Assistant, Assistant Office Manager, Office Manager, Assistant Project Manager, Project Manager and Identification Office Manager Services and or any part of the duties included in and considered to be a component of the management fee in accordance with the duties set forth elsewhere in this Agreement, then inasmuch as the damage and loss to the Port Authority, from the disruption of the operation of the Facility and disruption security at the Facility which will result from the non-performance of said Operations Assistant, Human Resources Manager, Human Resources Assistant, Assistant Office Manager, Office Manager, Assistant Project Manager, Project Manager and Identification Office Manager duties cannot be calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying Seventy-five Dollars and No Cents (\$75.00) per hour by the number of hours or fractions thereof that the Contractor shall fail to provide said Human Resources Manager, Human Resources Assistant, Office Manager, Assistant Project Manager, Project Manager and

Identification Office Manager services, as required, (it being understood that in no event shall any amount be payable by the Port Authority for the Human Resources Manager, Human Resources Assistant, Office Manager, Assistant Project Manager, Project Manager and Identification Office Manager Service, hours not actually provided by the Contractor), said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

C. **Failure to have guard service vehicles available**

In the event that, for any reason, the guard service 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 security service at the Facility which will result from the unavailability of the vehicle cannot be calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two times 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 fractions thereof that the Contractor fails to provide the guard service vehicle, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

D. **Failure to maintain guard service vehicles**

In the event that, for any reason, the guard service vehicle(s) are not maintained to the satisfaction of the Airport Manager that amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two hundred percent (200%) of the applicable daily vehicle rate (determined by dividing the applicable monthly vehicle rate by the number of days in the applicable month by the number of days or fractions thereof that the Contractor fails to maintain to the Airport Manager's satisfaction each guard service vehicle, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

E. **Failure to have available or operational communications equipment**

In the event that, for any reason, the signal repeaters, two-way voice communications equipment or wireless phones or the required number of contingency radios and GPS units and equipment shall not be available or operational when needed for use in providing the Guard Service for any day or portion thereof, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the security service at the Facility which will result from the failure to provide operation equipment as set forth herein, cannot be easily calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to Fifty Dollars and No Cents (\$50.00) per day per unavailable/not operational unit multiplied by the number of days or fractions thereof that the Contractor fails to provide the two-way voice communications equipment or wireless phones or contingency radios, GPS units and equipment, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

F. **Failure to maintain, provide or have available applicable documentation**

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, invoices, reports or records as required, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the security service at the Facility which will result from such non-performance cannot be easily calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per day documentation, invoices, report or records are not provided multiplied by the number of days or fractions thereof that the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

G. **Failure to comply with the uniform and/or identification requirements**

In the event the Contractor's employee(s) fails to comply with the uniform and identification requirements as set forth herein, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per violation, multiplied by the number of days or infractions thereof the Contractor employee(s) fails to comply with the uniform and/or identification requirements.

H. **Failure to perform requirements related to Personnel**

In the event the Contractor fails to comply with the background check program requirements accepted by the Port Authority and made a part of this Contract or the license check requirements as set forth herein, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per infraction, multiplied by the number of days the Contractor fails to comply with the background and/or license requirements, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.

I. **Failure to use equipment in accordance with specifications**

In the event the Contractor utilizes any item, including equipment, vehicles, radios or phones, in a manner not related to the performance of Services under this Contract, such as in the performance of services for other stakeholders at the Airports, the Port Authority shall be entitled to liquidated damages in the amounts set forth herein. For equipment, such as vehicles, which have applicable unit prices, 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 times the applicable unit prices set forth in the Contractor's Pricing form accepted by the Port Authority and made a part of this Contract, as the same may have been adjusted, by the number of hours or fractions thereof that the Contractor has utilized the item in a manner not related to the performance of Services hereunder, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion. Where there is no unit price set forth in the Contractor's Pricing Form accepted by the Port Authority and made a part of this Contract, an amount equal to One Hundred Dollars and No Cents (\$100.00) per violation, multiplied by the number of days the Contractor has utilized the item in a manner not related to the performance of services herein, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to-time, in its sole discretion.

J. **Failure to Adhere to Whistleblower Requirements**

In the event the Contractor fails to submit a draft Whistleblower Policy plan in the time specified herein, fails to implement the Whistleblower Policy in the time frame agreed upon and accepted by the Port Authority, or fails to relay any and all reports and allegations related to Work under this Port Authority Contract or concerning Port Authority employees immediately, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per violation, multiplied by the number of days or infractions thereof the Contractor fails to provide a draft plan, fails to implement an acceptable policy, fails to comply with any other Whistleblower Policy requirements, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.

K. **Repeated Failure to Adhere to Requirements**

In the event that the Port Authority assesses Liquidated Damages during the term of the Contract (inclusive of all Option Periods and Extensions), on more than five (5) occasions for any single section cited above, A. through J., then commencing on the sixth occasion the Port Authority shall assess Liquidated Damages in an amount equal to 200% of the amount indicated above as the appropriate liquidated damage for the specific section cited for each infraction thereafter.

The Airport Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

Failure of 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.

Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall be deemed to be a waiver or relinquishment of any rights by the Port Authority or any other right it may have hereunder including any right to terminate this agreement based on the Contractor's breach or at Law or in equity.

Section 11. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Airport Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Contract. 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 posts, 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 Service".

The Contractor is required to perform Extra Work pursuant to a written order of the Airport Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) Five percent (5%) of the amount under (1) above; (3) such rental as the Airport 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 Three percent (3%) of the sum of the amounts under (1) through (3) above.

Unless otherwise directed by the Manager, the Contractor shall seek at least three bids for the supply of same and shall maintain full documentation of same.

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 Airport 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 Airport Manager as required herein. The Contractor shall promptly furnish to the Airport Manager such bills of sale and other

instruments as the Manger may require,, executed, acknowledged and delivered, assuring to the Airport 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 Airport Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Airport 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 Airport 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 Airport 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 Airport Manager within twenty four (24) hours following the receipt of written or verbal notice from the Airport Manager, or in the case of an emergency as determined by the Airport Manager, within four (4) hours following the receipt by the Contractor of the Airport Manager’s written or oral notification. Where oral notification

is provided hereunder, the Airport Manager shall thereafter confirm the same in writing.

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

Section 12. Wages, Health and Supplemental Benefits

A. Definitions:

- 1) **“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.
- 2) **“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.
- 3) **“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.
- 4) **“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.
- 5) 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.
- 6) 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, including payments which are not Wages within the meaning of this numbered clause.
- 7) **“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.
- 8) **“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 Operations Assistant,

Human Resources Manager, Human Resources Assistant, Assistant Office Manager, Office Managers, Assistant Project Managers, Identification Office Manager and Project Managers.

- 9) **“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.
 - 10) **“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.
 - 11) **“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 Hourly Wages stated hereunder.
 - 12) **“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.
 - 13) **“Supplemental Benefits”** shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance that are not required by law, but excluding Health Benefits.
- B.** Supplemental Benefits including but not limited to holiday, sick time and vacation time that are payable in one year but not paid until the following year are allowed to be included in the computation of benefits until they are paid.

For example: Assume an Employee begins working for the Contractor on January 1, 2013. Although the Employee earns 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The Employee finally takes his/her vacation in February 2014. The Employee’s vacation benefits earned in 2013 but were never paid. Therefore, the Contractor may not include the Employee’s vacation benefits in the computation of Supplemental Benefits until 2014 when it is actually paid. If the Employee is permitted to take vacation in 2013, but chose not to do so until 2014, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2013.

C. The 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 Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

i. Minimum Direct Hourly Wages

The following values represent the Minimum Direct Hourly Wage(s)* for each year of the four (4) year base period.

Hourly Position	Year one (2013-2014)	Year two (2014-2015)	Year three (2015-2016)	Year four (2016-2017)
1. Airport Security Agent (ASA)	17.43	17.95	18.49	19.04
2. Lead Airport Security Agent (LASA)	21.10	21.73	22.38	23.06
3. Airport Security Operations Center (SOC) Agent	21.93	22.59	23.27	23.96
4. Identification Office Specialist (IDOS)	21.93	22.59	23.27	23.96
5. Building One Security Professional	31.26	32.20	33.16	34.15
6. Tour Supervisor Agent (TS)	31.26	32.20	33.16	34.15

* Please note if Contractor proposes higher direct hourly minimum wage(s) than those listed above, then the new proposed wage(s) are subject to Port Authority acceptance and shall become the new directly hourly minimum wage(s).

ii. Minimum Direct Salary

The 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 as set forth in the Calculation of Annual Salaried Position Form accepted by the Port Authority and made a part of the Contract for the following management positions:

1. Operations Assistant
2. Human Resources Manager
3. Human Resources Assistant
4. Assistant Office Manager
5. Office Manager
6. Assistant Project Manager
7. Project Manager
8. Identification Office Manager
9. Other (as may be specified by the Contractor in the Pricing Sheet(s))

*The Contractor will determine the salary and shall indicate the Rate Calculation for Annual Salaried Positions forms and 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.

D. The Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) no less than the Health Benefits set forth herein and reduced to a dollar amount in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and the Health Benefits shall be subject to the requirements as set forth below. These requirements are independent of any requirements on the Contractor that may be applicable pursuant to the Affordable Care Act.

- 1) Health Benefits shall be provided to Full-Time Employees and their families.
- 2) Health Benefits shall include a health insurance program that includes all of the following components:
 - i. up to and including family coverage, as applicable
 - ii. inpatient hospital services
 - iii. outpatient surgical facility
 - iv. emergency room services
 - v. prenatal services
 - vi. well visits/immunizations/routine visits for illness
 - vii. prescription drug benefit
- 3) The Cost of Health Benefits shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Authority, with an exact numerical (dollar) requirement for Health Benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
 - i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
 - ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
 - iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ Family Care.
- 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, including options and extensions, if exercised.
- E.** Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Supplemental Benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental Benefits shall be subject to the requirements as set forth below.
- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
 - 2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law shall not be included in the Cost of Supplemental Benefits.
 - 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.
- F.** As compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- G.** Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that it is the Contractor's obligation to pay or provide the at least the Minimum Hourly Wages as set forth above and the Average Hourly Direct Wage set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, the Supplemental Benefits and Health Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority allows the Contractor to pay or provide some or all 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. The Contractor is required to maintain labor harmony, in accordance with Paragraph 9, entitled “Harmony” in the Port Authority’s Standard Contract Terms and Conditions, which may require paying wages and providing benefits higher than those required herein, without additional compensation by the Port Authority.

- H.** Contractor (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled “Rights and Remedies of the Port Authority” in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.
- I.** The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled “Records and Reports” in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, as requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

- J.** Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which

the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit 7 and if a certified statement identifies an underpayment, the Contractor shall immediately pay the shortfall amount to the affected Employees, and provide proof of such payment to the Port Authority.

- K.** In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract or Option Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as accepted by the Port Authority (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C above, 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.

The amount of the shortfall shall be withheld until such time that the Contractor has demonstrated to the satisfaction of the Authority that they have met all wage and supplemental benefit requirements under the Contract.

- L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.
- M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

Section 13. Customer Service Requirements and Customer Well Being Program

The Port Authority has established a policy that proactive, responsive, respectful and helpful customer service is of the utmost importance. This policy not only extends to all Port Authority employees and Contractors, but also includes the companies (airport partners) whose staff contact customers while providing services at the airports. In this regard, the Contractor hereby agrees to observe and comply with the provisions of Exhibit 3 entitled, "Customer Care Requirements."

Section 14. Increase/Decrease in Service

A. Long term guard service increase/decrease

The Port Authority shall have the right at any time and from time to time in its sole discretion, to increase or decrease the regularly scheduled service hours and days to be provided by the Contractor hereunder. The right of the Port Authority under this paragraph to decrease regularly scheduled hours shall be limited so no decrease shall be made that will result in a schedule which will be reduced more than 50% of the total hours scheduled during the immediately preceding 24 hour period nor increased by 50% of the total hours scheduled during the immediately preceding 24 hour period. In the event the Port Authority decides to increase or decrease schedule hours as aforesaid, it shall give not less than twenty four (24) hours prior written notice to the Contractor to such effect, said changes to be effective upon the date specified in the said notice.

B. Temporary call-in guard service until further PA notice

The Port Authority shall have the right to temporarily increase or decrease, on at least four (4) hours notice to the Contractor, the hours previously scheduled to be provided under this Agreement. Any increase in the requirement for Airport Security Agent, Lead Airport Security Agent, Airport Security Operations Center Agent, Identification Office Specialist, Building One Security Specialist and Tour Supervisor due to an increase in hours hereunder shall be limited to a need for a total of forty (40) additional Guards in all categories at JFK, twenty (20) additional Guards in all categories at LGA and forty five (45) additional guards in all categories for EWR.

- C. Anything less than four (4) hours notice shall be billed at a premium rate for no more than four hours and only for those hours of providing service, with the billed rate reverting to the non-premium rate for any time beyond four

hours, if service continues beyond four hours. When the Contractor is compensated at one point four three seven five (1.4375) times the hourly rate for each category providing service as described in this section, the Contractor must compensate the employee that provided such service at a rate equal to one and one half (1.5) times that employee's direct wage for each hour worked at the escalated billable rate.

- D. The Port Authority shall have the right to request, on less than four (4) hours notice to the Contractor, that the Contractor provide Airport Security Agent, Lead Airport Security Agent, Tour Supervisor and Security Operations Center Agent hours in excess of those scheduled to be provided at any location the Manager requests. The Contractor agrees to use its best efforts to fulfill each such request. Any such hours provided on less than four (4) hours notice, as aforesaid, and only on less than four (4) hours notice, shall be compensated to the Contractor at one and one point four three seven five (1.4375) times the hourly rate in effect at the time and for only those hours of providing such service. If the Contractor is compensated at one point four three seven five (1.4375) times the hourly rate for providing service as described in this section, the Contractor must compensate the employee that provided such service at a rate equal to one and one half (1.5) times that employee's direct hourly wage for each hour worked at the escalated billable rate.
- E. The Operations Assistant, Project Manager, Human Resources Manager, Human Resources Assistant, Assistant Project Manager, Identification Office Manager, Assistant Office Manager and Office Manager, in addition to working their regularly scheduled hours, they may be required to render service during emergencies as requested by the General Manager at no additional compensation.
- F. The Port Authority shall have the right to place and relocate guard posts at the Facility from time to time and at any time without prior notice to the Contractor where such placements or relocation of guard posts neither increases nor decreases the Contractor's overall staff at no additional cost to the Port Authority.
- G. The Port Authority, at its discretion may add, delete or modify locations and/or Facilities in New York and New Jersey within the Port District, which encompasses an approximate 25-mile radius from the Statue of Liberty. The Contractor will be advised by the Port Authority, and is subject to changes by the Port Authority.

Section 15. Manager's Authority

In the staffing of management personnel for the Contract, the Airport Manager shall have the right to approve or disapprove of individuals under this Contract. The Port Authority's Airport Manager shall, at all times, have the authority to request a Contractor's employee be removed from the site or re-assigned to another position. In the event that the Airport Manager disapproves of any individual, the Contractor shall substitute said individual with an approved replacement. In the performance of the Contract, the Contractor shall conform to

all orders, directions and requirements of the Airport Manager and shall perform the Contract to the satisfaction of the Airport Manager and the Contractor's performance shall at all stages be subject to his/her inspection. The Airport Manager shall determine the amount, quality, acceptability and fitness of all parts of the Service and shall interpret the specifications and any orders for Extra Work. Upon request, the Airport Manager shall confirm in writing any oral order, direction, requirements or determination.

Section 16. Agency Authority

The General Manager at each of the Port Authority Airports enumerated in this Contract, shall have the overall responsibility for managing the operational aspects of this Contract. The Contractor shall take direction from and perform the Contract to the satisfaction of the Port Authority.

The General Manager at each of the Port Authority Airports enumerated in this Contract, shall have the overall responsibility for the determination of requests for waivers under this Contract. Waiver requests must be submitted in writing.

Section 17. Space Provided to the Contractor

- A. The Port Authority will furnish to the Contractor, subject to space availability, without charge, non-exclusive space at the Facility for office purposes for the employees of the Contractor in each connection with its performance of the Services under this Contract (said area hereafter called "the Space"). A men's locker room and a women's locker room will be made available to the Contractor. Limited space may also be provided to the Contractor by the Port Authority, subject to space availability, for storage of the Contractor's equipment, materials and supplies used on the Facility also without charge to the Contractor. Said facilities and/or Space shall be as designated by the Airport Manager and may be terminated and/or changed at any time upon 24 hours notice at his/her discretion. The Contractor shall keep said Space at all times in a clean and orderly condition and appearance and shall repair any damage thereto caused by the Contractor or its employees. The Contractor must furnish office furniture, supplies, telephone equipment and telephone service for the Space. The Contractor shall pay directly to the supplier thereof for any charges with respect to the use of such phones and other equipment. By accepting the space, the Contractor acknowledges that it has examined the Space carefully and hereby accepts the same in its present condition.
- B. The Port Authority, its officers, employees and representatives shall have the right, at all times, to enter upon the Space provided the Contractor and any other space used by the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or duty which the Port Authority may be obligated or have the right to do under this Contract or otherwise.
- C. Without limiting the generality of the foregoing, the Port Authority shall have the right, for its own benefit, for the benefit of the Contractor, or for the benefit of others at the Airport, to maintain existing and future utility systems or portions thereof on the Space and to enter thereon at all reasonable times

to make such repairs, replacements, additions or alterations as my, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood, however, that the foregoing shall not impose or be construed to impose upon the Port Authority any obligation so to construct or maintain or make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

- D. The Contractor shall repair all damage to the space and all damage to fixtures, improvements, and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Agreement or by any acts or omissions of the Contractor, its officers, employees or representatives whether the damage occurs during the course of their employment by the Contractor or otherwise.
- E. The Contractor acknowledges and agrees that no relationship of landlord and tenant or licensor and licensee is created or intended to be created hereunder and that the use of any Space or other facilities by the Contractor is merely incident to and dependent upon its operations hereunder as a Port Authority Contractor. Upon the expiration or earlier termination or revocation of this Contract, or upon a change of space or termination of the right to use Space, the Contractor shall promptly vacate the Space and leave the same in the condition existing when it was made available to the Contractor, reasonable wear and tear excepted and remove its equipment, materials, supplies and other personal property from the Space. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, or upon a change of Space or termination of the right to use space, the Port Authority in its sole discretion may dispose of the same as waste material or may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed to the Port Authority by the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand.
- F. The Port Authority shall have the right in its sole discretion, from time to time upon twenty-four (24) hours notice to the Contractor, to furnish one (1) or more additional areas at the Airport to the Contractor for use for the purposes provided for this Agreement, or to withdraw portions of the Space described herein or hereafter furnished. From and after any such notice, the additional or substituted area shall be deemed to be Space under this Agreement, and shall all the terms, provisions, covenants and conditions of this agreement shall apply hereto, 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 purpose stated above, and shall pay the expense of removal to such different space in accordance with paragraph A of this Section.

- G. In the Space only, the Port Authority will provide, by using existing facilities, only electricity in reasonable quantities for lighting and the energizing of business machines, heating to a reasonable comfortable temperature during business hours on business days, and air-conditioning to the extent existing facilities are capable of supplying the same. Notwithstanding the foregoing, the Port Authority shall not be obligated to furnish any electricity hereunder if the Contractor shall be in default hereunder. The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such a law, rule regulations, requirement, order or direction may not be mandatory on the Port Authority as a public agency. No failure, delay or interruption in supplying agreed service (whether or not a separate is made therefore) shall be or be construed to be grounds for any claim by the Contractor for damages, consequential or otherwise.
- H. The Contractor shall not perform any maintenance or repairs, nor erect any structures, make any improvements or do any other construction work in the Space provided to the Contractor hereunder or elsewhere at the Facility or alter, modify or make additions or repairs to or replacements of any existing structures or improvements, or install any fixtures (other than trade fixtures, removable without injury to the space) without the prior written approval of the Port Authority and in the event any construction, improvements, alterations, modifications, additions, repairs or replacements are made without such approval, then upon notice so to do, the Contractor will remove the same, or at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Contractor to comply with such notice, the Port Authority may effect the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand.

Section 18. Parking for Contractor Employees

At LGA, bus service from the employee parking lot to assigned work areas is provided by the LaGuardia Airport Airlines Management Council at a cost of approximately \$30 per month per employee. This cost is subject to change and is not determined by the Port Authority. For more information check www.laamco.org

At JFK and EWR airports, parking for vehicles of the Contractor's employees while actually on duty under the Contract may be made available at the Facility by the Airport Manager at his/her discretion, from time-to-time, and on such terms and conditions as may be specified by the Port Authority, including the payment of charges therefor.

At SWF, parking space will be made available for the Contractor's employees. At TEB, parking may be available, but will be determined upon activation of guard service.

The Port Authority shall not reimburse any cost(s) or expense(s) related to parking and/or transportation charges incurred by the Contractor or its employees. The Contractor will receive no additional compensation for the use of personal vehicles.

Section 19. Holidays and Weekends

As this is 24/7 Contract, no additional compensation is provided hereunder for services provided on holidays, Saturday or Sunday.

Section 20. Performance of Services

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

Section 21. 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 - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 25 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ and its related 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 results 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#4127N*

Section 22. Gratuities

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

Section 23. Federal Airport Aid

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its Contractors, lessees and permittees thereon. The performance by the Contractor of the covenants and obligations contained in this Agreement is therefore a special consideration and inducement to the making this Contract by the Port Authority, and the Contractor further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with the Federal Airport Aid shall take any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under the Contract, the Contractor will promptly comply therewith as the time or times, when and to the extent that the Port Authority may direct.

Section 24. Vehicles for the Guard Transportation Service

A. The Contractor, in connection with the furnishing of the services as described in this Contract, shall provide vehicular transportation services for the purposes of transporting Contractor personnel among their work sites on the Airport and carrying out all other functions and obligations of the Contractor in performing the Guard Service hereunder (said vehicular transportation service being hereinafter called "the Guard Transportation Service"). No monetary compensation shall be given for the transportation of security guards. The vehicles to be utilized in the Guard Transportation Service shall consist of vans and four wheel drive vehicles meeting the specifications and equipped as set forth in Exhibit 1 titled "Vehicle Specifications" attached hereto and made a part hereof, which vehicles shall at all times be used exclusively in and shall be devoted solely to the Guard Transportation Service hereunder.

All vehicles shall be not less than four (4) model years at any time during service under this Contract (except during the 120 day extension, if exercised). Minor deviations from the "Vehicle Specifications" which do not affect the performance or capabilities of the vehicle may be permitted, at the discretion of the Manager, if approved in writing by the Manager. The foregoing vehicles are collectively referred to as "the Guard Service Fleet" and individually referred to as "a Guard Service Vehicle." All vehicles in this Contract shall be capable of meeting the requirements necessary to satisfactorily perform its required services. All vehicles shall be maintained and serviced to specifications attached as Exhibit 1 in this Contract, unless otherwise advised by the Port Authority. The Guard Transportation Service shall be conducted and the Guard Service Fleet shall be available at all times that Guard Services are provided hereunder and shall be provided as necessary or desirable in the opinion of the Airport Manager from time-to-time for the performance of the Guard Service under the Contract. All Guard Service Vehicles shall be kept in good working order, including appearance.

- B. At the commencement of each Option Period, if any, the Airport Manager shall determine whether a vehicle meets the requirements set forth above. Any vehicle deemed unacceptable shall be replaced by the Contractor at no additional costs to the Port Authority.
- C. Parking for Guard Service Vehicles will be provided at the Airport, at no charge, at such locations as may be designated from time-to-time by the Manager. Any Guard Service Vehicle which at any time is not in use or on duty shall be parked on the Airport and subject to call at such locations as may be designated from time-to-time by the Airport Manager.
- D. The maintenance, repair and cleaning of all Guard Service Vehicles shall be accomplished as expeditiously as possible in order to return the vehicle to duty as quickly as possible. Except for fueling the vehicles or as otherwise directed or permitted by the Airport Manager for the performance of the Guard Service hereunder, no Guard Service Vehicle shall be removed from the Airport and each Guard Service Vehicle shall be used only and exclusively for providing the Guard Service under this Contract. All vehicles shall be maintained to manufacturers' specifications.
- E. The Contractor shall register each Guard Service Vehicle under the laws of the State of New York or New Jersey, and shall comply with all New York State, New Jersey State and other laws, rules and regulations applicable to the operation thereof. All vehicles shall have commercial license plate designations, except as otherwise approved by the Airport Manager.
- F. In the event that any Guard Service Vehicle is damaged or is in need of repair and such repairs can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repair and provide a replacement vehicle in lieu of such Guard Service Vehicle, a vehicle of substantially the same carrying capacity, style and type as the one being

repaired, which vehicle shall be adequately equipped for such service and shall be subject to the prior approval of the Manager.

- G. In the event, at any time during the term of this Contract, a Guard Service Vehicle is lost or destroyed or so damaged or is in need of such repair that it cannot be repaired in a period of fifteen (15) days, said vehicle shall be removed from service and no longer be a Guard Service Vehicle. In the event of such permanent removal, the Contractor shall, at no cost or expense to the Port Authority, replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein and equipped as required herein.
- H. Any Guard Service Vehicle which, in the opinion of the Airport Manager, fails to meet the requirements as herein set forth shall immediately, upon his/her oral direction, be removed from service and another vehicle shall be immediately substituted for the vehicle removed. Except as otherwise provided herein, the defective condition shall be repaired or corrected immediately and the vehicle shall be returned to service, once approved by the Airport Manager.
- I. Without limiting the generality of any of the other terms and provisions of this Contract and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time-to-time by the Airport Manager with respect to the operation of the Guard Service Fleet. Such procedures shall include, but not be limited to, procedures with respect to the manner and method of dispatching vehicles, monitoring the use of vehicles, the written forms to be used by dispatchers and drivers in recording vehicular operation, usage and maintenance and any and all other procedures and forms which may be necessary or desirable in connection with the operation of the Guard Service Fleet hereunder.
- J. In the utilization of the Guard Service Vehicles, the Contractor shall use proper methods of dispatch and assignment so that no one vehicle is used to a substantially greater degree or frequency than the other Guard Service vehicles.
- K. GPS Tracking: All vehicles under this contract must be equipped with Global Positioning Satellite (GPS) technology in order for both the Contractor and the Authority to track the equipment with a tracking period of no less than every 15 seconds. Tracking shall be web based and access password protected. Such equipment will be maintained in good working order at all times. The Contractor is prohibited from installing any software and/or equipment which will jam the GPS signal.
- L. Notwithstanding the generality of any other term or provision hereunder, it is expressly understood and agreed that all costs of the Contractor of whatever kind or nature or whether imposed or arising directly upon the Contractor under or because of the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the Guard Transportation Service hereunder including, but not limited to, purchase,

repair, replacement, painting, oil, license fees and insurance, shall be borne by the Contractor and without compensation or reimbursement from the Port Authority except as such is contained in the Monthly Charge per vehicle payable to the Contractor hereunder.

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

Section 25. Scheduling - Time Sheets and Records

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

It is the Contractor's responsibility to ensure a sufficient number of adequately trained backup personnel are available to cover all posts at all times. All backup/relief personnel must be pre-approved by the Airport Manager or his/her designee.

- B. The Contractor shall maintain accurate daily attendance records for all employees including Project Manager, Assistant Project Manager, Human Resources Manager, Human Resources Assistant, Office Manager, Assistant Office Manager, Identification Office Manager, Tour Supervisor, Operations Assistant, Building One Security Specialist, Security Operations Center Agent, Identification Office Specialist, Lead Airport Security Agent and the Airport Security Agent and submit the same to the Airport Manager on a daily basis.
- C. Schedules will be developed by the Contractor by tour and post and will ensure that without the prior approval of the Airport Manager, no Airport Security Agent will be scheduled for the same post on a routine basis. Schedules will be provided to the Airport Manager and posted at least one week in advance. The Contractor shall computerize all guard schedules.
- D. The Contractor must utilize a time clock with a biometric identification feature, or its approved equivalent, to verify hours worked and ensure wages and benefits are paid to all employees. Each employee will be required to utilize this time clock when beginning and ending work. Schedules and timesheets will be required to be retained by the Contractor for a period of no less than three (3) years after the termination of this Contract and shall be produced to the Port Authority upon request.

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

Section 26. Position Duties

Under the terms and conditions of the Contract, the Contractor shall supply the following positions: Airport Security Agent, Lead Airport Security Agents, Airport Security Operations Center Agent, Identification Office Specialists, Identification Office Manager, Building One Security Specialist, Operations Assistant, Tour Supervisors, Assistant Office Manager, Office Manager, Human Resources Manager, Human Resources Assistant, Assistant Project Manager and Project Manager in accordance with the following, whose functions shall be carried out in accordance with all applicable sections of the Customer Service Airport Standards Manual. Note that all management positions must be available at all times.

A. Airport Security Agent Duties

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

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

- 10) Directing traffic at post as required.
- 11) Providing construction escort services as required.
- 12) Conducting periodic inspections of all contractor work areas at designated times to ascertain compliance with security procedures.
- 13) Reporting unclaimed or unattended property to the Port Authority Police.
- 14) Making full reports to supervisors of all unusual circumstances.
- 15) Protect Sensitive Security Information (SSI) and Confidential Information in accordance with the Port Authority Information Security Handbook annexed hereto as Exhibit 8 and as may be amended, from time to time.
- 16) Continual performance of normal and additional assigned job duties during emergencies as directed by the Airport Manager.
- 17) Screening and/or log persons and or vehicles seeking access to restricted areas of the Facility.
- 18) Reporting to appropriate parties such as supervisor, Airport Manager, etc: hazardous conditions identified during the performance of their duties, such as but not limited to ice, snow conditions, holes in fences, defective lighting and/or light outages, opened, unlocked or broken gates and sounding of alarms.
- 19) Performing Airport perimeter fence inspections as required by the Airport Manager.
- 20) Responding to and investigating door alarms at specific terminals and other facilities/buildings within a specified time period, resolving conditions and reporting to Security Operations Center. The time period is specified by the Airport Manager.
- 21) Assisting the Port Authority Police by rendering aid to persons in public areas at the Facility when required until the arrival of medical assistance.
- 22) Responding to and assisting in situations involving fires, explosions, bomb threats, floods, crowd control and all other types of unspecified emergencies.
- 23) Performing fire watch functions.
- 24) Reporting vehicle and patron accidents to the Port Authority Police. Preparing handwritten reports as required.

- 25) Maintaining a log of activity occurring during the tour making particular note of unusual incidents or activity.
- 26) Monitoring vehicles and personnel in secured/restricted areas.
- 27) Use of watch-clocks or similar technology such as an Electronic Guard Tour Monitoring System (EGTMS).
- 28) In the event of a vehicle fire, after notification of the incident to the Port Authority Police, utilizing vehicle fire extinguishers and other available equipment pending the arrival of emergency equipment.
- 29) Airport Security Agents are required to report for duty 30 minutes prior to their assigned tour in order to stand roll call and to travel to post.
- 30) Performing all other specific responsibilities and duties as required by the Airport Manager.
- 31) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.
- 32) Dress in uniform at all times while on duty

B. Jamaica Terminal Airport Security Agent (Rover) Duties

- 1) Rove the first floor lobby of Jamaica Station for all activity and report equipment (elevators, escalators, phones) outages and report the number of homeless people in the lobby to Port Authority Operations.
- 2) Inspect the stairwells (A, B, C, D & E), corridors and elevator lobbies for suspicious activity; and ensure that these areas do not have any obstruction that may prevent exiting the building in the case of an emergency. (This responsibility is shared between the Lead and Rover).
- 3) Inspect the basement, loading dock and parking lot for suspicious activity and unauthorized access. (This responsibility is shared between the Jamaica Station Lead Airport Security Agent and the Rover).
- 4) In the event of any accident, log all pertinent information, including officer's name, shield number and case number, if available; prepare incident report as required.
- 5) Report to Port Authority Operations any suspicious activity, safety hazards by the drop off area.

- 6) Provide direction and information to passengers and general public when appropriate and necessary.
- 7) Ensure that the first floor lobby glass elevators are not utilized for the delivery of large items; direct delivery person(s) and/or contractors to freight elevators.
- 8) Act as a fire watch for the Facility, if necessary
- 9) Report spills and any other building maintenance issue (safety hazards) to the maintenance contractor.
- 10) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.
- 11) Dress in uniform at all times while on duty

C. Jamaica Terminal Lead Airport Security Agent Duties

- 1) Monitor Port Authority areas (Vertical Circulation Building, Portal Mezzanine Bridge, Sutphin Blvd Station Mezzanine, and Sutphin Blvd. Street Level Concourse) for safety hazards and suspicious activity.
- 2) Check all systems and security equipment, including lighting, 12 elevators, 9 escalators, 2 moving walkways, and phones and report findings.
- 3) Inspect the stairwells (A, B, C, D & E), corridors and elevator lobbies for suspicious activity; and ensure that these areas do not have any obstruction that may prevent exiting the building in the case of an emergency. (This responsibility is shared between the Lead and Rover).
- 4) Inspect the basement, loading dock and parking lot for suspicious activity and unauthorized access. (This responsibility is shared between the Jamaica Station Lead Airport Security Agent and the Jamaica Station Airport Security Agent Rover).
- 5) Check bathrooms and report to Port Authority Operations and Maintenance conditions for safety hazards and suspicious activity.
- 6) In the event of any accident, log all pertinent information, including officer's name, shield number and case number, if available; prepare incident report.
- 7) Provide direction and information to passengers and the general public when appropriate and necessary.

- 8) Report spills and any other building maintenance issue (safety hazards) to the maintenance contractor.
- 9) Relieve the Security Operations Center Agent for breaks
- 10) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.
- 11) Dress in uniform at all times while on duty

D. Lead Airport Security Agents Duties

- 1) The Lead Airport Security Agent shall perform all Airport Security Agent (ASA) duties listed in paragraph A above.
- 2) Reporting to the Tour Supervisor, Lead Airport Security Agents shall provide operational and directional support for the Airport Security Agents posted throughout the Facilities.
- 3) Lead Airport Security Agents shall work on a rotating tour (24/7) basis.
- 4) Perform all other specific responsibilities and duties as required by the Airport Manager.
- 5) Lead Airport Security Agents are required to report for duty 30 minutes prior to their assigned tour in order to stand roll call.
- 6) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.
- 7) Dress in uniform at all times while on duty

E. Airport Security Operations Center "SOC" Agent Duties

The Contractor shall monitor and staff the Security Operations Centers (SOC) at the facilities and provide the following number of Security Operations Center Agents by airport, seven (7) days a week, twenty-four (24) hours per day:

- a. One (1) Security Operations Center Agent at JFK
- b. One (1) Security Operations Center Agent at LGA
- c. Two (2) Security Operations Center Agents at EWR

While two (2) Security Operations Center Agents reside at EWR airport, one is responsible for EWR airport while the other Security Operations Center Agent is responsible for TEB airport.

The Security Operations Center Agent shall report to the Tour Supervisor. The Contractor shall provide the required relief for breaks and meals with only qualified Security Operations Center Agent staff.

The Security Operations Center Agent will be responsible to monitor all aspects of the Perimeter Intrusion Detection System (PIDS), Computerized Access Control Security (CACCS) System and all CCTV installed and recording devices associated with these systems. The monitoring of PIDS and CACCS shall include the resolution of alarms. The duties of the Security Operations Center Agent will include but are not limited to the following:

- 1) Ensure all communication equipment and systems are functional and immediately report any equipment not properly working to his/her immediate supervisor and Port Authority Operations.
- 2) Familiarize him/herself with all post orders.
- 3) Immediately report fires to the Port Authority Police.
- 4) Conduct periodic inspections of all areas at designated times to ascertain their security as required by post or as directed by Airport Manager and/or the Port Authority Police Department.
- 5) Monitor CCTV.
- 6) Monitor alarms and relay information to appropriate police and airport security staff for proper response and mitigation of alarm conditions.
- 7) Provide follow up alarm resolution and record keeping functions as appropriate.
- 8) Interact with Port Authority Police on expediting delivery of video feeds to appropriate first responders, displaying specific views, and other functions.
- 9) Perform administrative functions relating to security systems including, but not limited to, generation of ancillary reports and other items, if applicable.
- 10) Maintain a log of activity occurring during the tour, making particular note of unusual incidents or activity.
- 11) Track and document rogue alarm activity. In addition, look for patterns and/or repeat rogue alarm activity, if applicable.

- 12) Be readily available to PAPD Command or his/her designee for directions and information, given in writing or orally regarding the operations of the PIDS Control and Display Workstation (CDW).
- 13) Perform Airport ID card revocation, as appropriate.
- 14) Monitor security systems electronically, record maintenance issues, report any malfunctions and provide information to appropriate parties as required.
- 15) Develop and submit full reports to supervisors of all unusual circumstances, if applicable.
- 16) Observe and report criminal and/or suspicious activity to the Port Authority Police and airport security staff.
- 17) Enforce the rules set forth by the Port Authority in the Airport Security Agent manual, General Manager bulletins, etc., if applicable.
- 18) Supervise and ensure compliance with Port Authority and federal regulations regarding the identification of personnel and vehicles accessing the SIDA/AOA.
- 19) Immediately report to the Port Authority Police and airport security staff any unauthorized individuals attempting to or have gained access to the SIDA/AOA.
- 20) Protect Sensitive Security Information (SSI) and Confidential Information in accordance with the Port Authority Information Security Handbook annexed hereto as Exhibit 8 and as may be amended, from time to time.
- 21) Continual performance of normal and additional job duties during emergencies.
- 22) Report to appropriate parties such as supervisor, Port Authority Manager, etc. information regarding hazardous conditions such as, but not limited to: 1) ice, 2) snow conditions, 3) holes in fences, 4) defective lighting and/or power outages, 5) open, unlocked and/or broken gates and 6) sounding of alarms.
- 23) Each position assigned hereunder shall be on post at all times during scheduled hours and the post shall not be unoccupied for any reason during the scheduled shift/hours unless properly relieved or location is secured in a Port Authority approved manner.

- 24) Security Operations Center Agent shall report for duty 30 minutes prior to assigned tour so he/she may be briefed by departing SOC personnel, if applicable.
- 25) Security Operations Center Agent shall perform other specific responsibilities and duties as required.
- 26) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.
- 27) Dress in uniform at all times while on duty

F. Jamaica Station Airport Security Operations Center "SOC" Agent Duties Maintain Log Book and note all incidents as well as hourly status entries and relevant activities

- 1) Ensure all communication equipment and systems are functional and immediately report any equipment that is not working properly to his/her immediate supervisor and Port Authority Operations. The following is a list of equipment in the SOC Room that is monitored and operated by the SOC Agent.
 - a. Landline phone lines
 - b. Elevator Panel Intercom System
 - c. Parking lot intercom system
 - d. Public Address System
 - e. Closed Circuit Television System
 - f. Delta Barriers Control
- 2) Handle all routine calls and calls that require immediate assistance and notification.
- 3) Perform constant view of the Facility via eight video display monitors in the SOC Room. There are approximately 100 surveillance cameras located throughout the Facility. Cameras are also included inside the elevators.
- 4) Notify appropriate staff of building emergencies, suspicious activity, property damage, unattended baggage, lost and found property, equipment outages, entrapment, accidents, etc.

- 5) Answer all elevator calls from the elevator alarm/help button; if an emergency, notify appropriate staff.
- 6) Control the entrance/exit parking lot gates via a switch inside the SOC Room; screen all vehicle traffic entering the lot.
- 7) Update SOC Room bulletin board with pertinent information.
- 8) Report spills and any other building maintenance issue (safety hazards) to the maintenance contractor.
- 9) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.
- 10) Dress in uniform at all times while on duty

G. Identification Office Specialists (IDOS) Duties

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

- 11) Handling all administrative tasks as required by the Airport Manager.
- 12) Observing and report suspicious activity and behavior to the Port Authority Police.
- 13) Protecting the areas to which they are assigned.
- 14) Enforcing rules and regulations as set forth by the Port Authority in General Manager bulletins, Manuals, etc.
- 15) Familiarizing themselves with all ID Office orders.
- 16) Instantly reporting any breaches or fires to the Port Authority Police.
- 17) Maintaining an operationally efficient post and helping people who require assistance or information provided doing so does not distract from or prevent successful completion of security services.
- 18) Supervising and ensuring compliance with Port Authority and federal rules and regulations regarding identification of personnel and vehicles accessing the AOA.
- 19) Immediately reporting to the Port Authority Police any unauthorized individuals attempting or having gained access to the facility without required authorization.
- 20) Conducting periodic inspections of all areas at designated times to ascertain their security and safety by walking/driving the premises.
- 21) Reporting unclaimed or unattended property to the Port Authority Police.
- 22) Making full reports to supervisors of all unusual circumstances.
- 23) Protecting Sensitive Security Information in accordance with the Information Security Handbook.
- 24) Continual performance of normal and additional assigned job duties during emergencies.
- 25) Conducting phone call verification as part of the application review process.
- 26) Reporting to appropriate parties such as immediate supervisor, Airport Manager, etc.: hazardous conditions such as but not limited; ice, snow conditions, holes in fences, defective lighting

and/or light outages, opened, unlocked or broken gates and sounding alarms.

- 27) Assisting the Port Authority Police by rendering aid to persons in public areas at the Facility when required until the arrival of medical assistance.
- 28) Responding to and assisting in situations involving fires, explosions, bomb threats, floods, crowd control and all other types of unspecified emergencies.
- 29) Reporting vehicle and patron accidents to the Port Authority Police. Preparing handwritten reports as required.
- 30) Maintaining a log of activity occurring during the tour making particular note of unusual incidents or activity.
- 28) Identification Office Specialists are required to report for duty 30 minutes prior to their assigned tours and, if required, stand roll call unless directed by the Airport Manager.
- 29) Performing all other specific responsibilities and duties as required by the Airport Manager.
- 30) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.
- 31) Dress in uniform at all times while on duty.

H. Building One Security Specialist Duties

The Contractor shall provide one (1) Security Professional at the Port Authority Security Unit's Office at EWR, Building One, five (5) days a week, Monday through Friday during the hours of 8am to 4pm. The Security Professional will take direction from the Airport Manager or designee but report to the EWR Tour Supervisor. The duties and responsibilities of the Security Professional will include, but are not limited to the following:

- 1) Scheduling of all Issuing Officer and SIDA Training Classes.
- 2) Preparing material and certificates for Issuing Officer (IO) and SIDA Classes.
- 3) Maintaining roster of all Issuing Officers
- 4) Coordinating with Issuing Officers regarding the transmittal of fingerprint results to new employees.

- 5) Coordinating with the Issuing Officers on Criminal History Record Checks (CHRCs) and Security Threat Assessment (STA) results
- 6) Manages all applications that have been denied, makes notifications to Issuing Officers
- 7) Meeting with potential employees relative to CHRC results.
- 8) Handling administrative tasks relative to pending dispositions and maintains files (denied applications) on denied applications.
- 9) Logging and tracking status of employees with pending dispositions.
- 10) Performing Reverse Quarterly Audits of EWR ID Badges. Compile and track results.
- 11) Providing assistance/information to Port Authority Police relative to ID Badge status.
- 12) Processing Challenge (Bogus Bob /Babs) tickets
- 13) Disseminates email to airport community regarding security matters at Manager/Supervisor's direction.
- 14) Generates tenant CACS reports upon request and approval by PA staff.
- 15) Process new company applications.
- 16) Updates CACS database with ongoing ID Card status changes.
- 17) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.

I. Operations Assistant

The Contractor shall provide one (1) Operations Assistant at JFK, one (1) Operations Assistant at LGA and one (1) Operations Assistant at EWR seven (7) days a week, 24 hours a day. The Operations Assistant will report to the Tour Supervisor. The duties and responsibilities of the Operations Assistant will include but are not limited to the following:

- 1) Request additional ASAs to report to work
- 2) Assist in preparing roll call sheets
- 3) Contact guards for work assignments
- 4) Maintain daily logs

- 5) Maintain requests for special posts/reassignment of guards requests
- 6) Maintain special guard posts/reassignment requests
- 7) File paperwork in the Tour Supervisor's office
- 8) Data input payroll information in "real-time"
- 9) Data input billing information in "real-time"
- 10) Issue equipment to guards and maintain equipment issuance records
- 11) Assist, monitor and record information as needed or tasked
- 12) Prepare and review the Tour Summary sheet for accuracy
- 13) Distribute the Tour Summary sheet
- 14) Distribute all notifications in a timely, orderly fashion in a standardized format
- 15) Ensure the availability of copy, scanning and filing sheets
- 16) Answer the phone in the Tour Supervisor's office
- 17) Ensure ASA paperwork is all submitted as required
- 18) Ensure tour sheets are signed "on" and "off" duty by the ASA
- 19) Provide, maintain and file approved sign-in sheets of each tour at the end of each shift.
- 20) Prepare a written report of each tour at the end of each shift as required
- 21) Perform other related duties as assigned.

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

J. Tour Supervisor Duties

The Contractor shall provide Tour Supervisors at JFK, LGA and EWR airports, 24 hours a day, 7 days a week, 365 days a year (366 days in leap year) at the Facility. The Tour Supervisors will have direct supervisory responsibilities and will serve as the Contractor's representative at the

Facility for the purpose of assisting the Contractor's Project Manager in fulfilling their responsibilities as outlined above.

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

- 1) Acting on behalf of the Project Manager in his/her absence.
- 2) Directly managing employees in the following titles: ASA, LASA, IDOS, Building One Security Specialist and the SOC.
- 3) Transmitting information between Airport Security Agents on post, Lead Airport Security Agents, Security Operations Center Agents, Identification Office Specialists, Building One Security Specialist, Airport Manager and the Port Authority Police.
- 4) Maintaining Contractor's staff attendance and lateness files.
- 5) Making arrangements to replace guards who must leave their post.
- 6) Preparing, attending and conducting roll calls.
- 7) Contacting Contractor's staff for work assignments.
- 8) Maintaining daily logs of unusual incidents and requests for service.
- 9) Prepare tour schedules and/or ensure coverage for tour deficiencies and perform other administrative duties as required by the Airport Manager.
- 10) Reviewing written reports, including Breach-of-Rules, prepared by personnel for clarity, consistency and accuracy.
- 11) Issuing equipment to Agents and maintain records of same.
- 12) Be accessible to the Airport Manager or his/her designee for communications, instructions, directions and information, given in writing or orally regarding the performance of construction security services under the Contract.
- 13) Maintaining continuing contact with all Agents on duty, and specialists, when necessary.
- 14) Ensuring that all posts are properly covered and equipped.
- 15) Reviewing each Agent's log book for conformity as directed by the Airport Manager and sign such in red ink. Must include date and time.

- 16) Providing, maintaining and filing approved sign-in sheets of each tour at the end of each shift.
- 17) Reviewing electronic time-card records for accuracy.
- 18) Conducting door breaches at designated locations to test systems and guard response, report any malfunctioning systems to appropriate staff.
- 19) Preparing a written report of each tour at the end of each shift as required and forwarding it to Project Manager for review and action.
- 20) Dress in uniform at all times while on duty.
- 21) At JFK, Act as Fire Safety Director for Building #14 at JFK Airport. In line with this duty, the Tour Supervisor must possess an NYC Certificate of Fitness, 3RCNY, Section 6-01 for Fire Safety Director.
- 22) Supervising all Identification Office Specialists, including the review of all time sheets and disciplinary action of all agents.
- 23) Assisting Port Authority Staff with required aspects of the Breach of Rules Program.
- 24) Following and implementing all directions from Port Authority supervisory staff in the areas of the Security Identification Card Office, Breach of Rules Program, Challenge Program (Bogus Bob/Babs) and SIDA training Programs, and overseeing personnel assigned to these areas from the Contract.
- 25) Reporting to and taking directions from the Airport Manager and/or the Contractor Project Manager and/or Assistant Project Manager.
- 26) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.

Without limiting the generality of any other term or provision hereof, the Tour Supervisor shall not perform any Airport Security Agent, Lead Airport Security Agent, Security Operations Center Agent, ID Office Specialist, Building One Security Specialist duties or act as relief for these positions noted hereunder at any time unless approved by the Airport Manager.

The Contractor shall also provide a Tour Supervisor (5) days a week, Monday through Friday 8:00 a.m. through 4:00 p.m. at JFK, Monday through

Friday, 8:30 a.m. through 4:30 p.m. at LGA and Monday through Friday 8:00am through 4:00pm at EWR or as required by the Airport Manager to oversee the Contractor staff assigned to the Security Identification Card Office at JFK, LGA and EWR airports.

K. Construction Tour Supervisor

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

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

- 1) Directly supervising Airport Security Agents (ASA) working on construction posts.
- 2) Making arrangements to replace ASAs who must leave their post.
- 3) Making arrangements for extra ASAs as needed per instruction by Port Authority management.
- 4) Preparing, attending and conducting roll calls for ASAs assigned to construction sites.
- 5) Contacting ASAs for work assignments.
- 6) Maintaining daily logs of unusual incidents and requests for service.
- 7) Prepare rotating schedules for ASAs , Lead Security Agents, Security Operations Center Agents, Identification Office Specialists tours.
- 8) Reviewing construction-security written reports, including Breach-of-Rules, prepared by personnel for clarity, consistency, and accuracy.
- 9) Issuing equipment to Agents and maintain records of same.
- 10) Be accessible to the Airport Manager or his/her designee for communications, instructions, directions and information, given in writing or orally regarding the performance of construction security services under the Contract.
- 11) Coordination of security requirements with the Port Authority Operations Supervisor to conform with the needs of all AOA construction activities such as vehicle escorts and monitoring construction routes.
- 12) Supervising and maintaining continual communication contact with Lead Airport Security Agents and ASAs .
- 13) Ensuring all posts are properly positioned and equipped.

- 14) Reviewing each construction ASAs activity sheet and vehicle assignment sheet for conformity as directed by the Manager or his/her designee and sign each in red ink and include date and time.
- 15) Providing, maintaining and filing approved sign-in sheets of each tour at the end of each shift.
- 16) Preparing a written report of each tour at the end of each shift as required.
- 17) Dressing in Tour Supervisor uniform at all times while on duty.
- 18) Each position assigned hereunder shall be on post at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner.

L. Assistant Office Manager Duties

The Contractor shall provide one (1) Assistant Office Manager at JFK, one (1) Assistant Office Manager at LGA five (5) days a week and one (1) Assistant Office Manager at EWR, Sunday through Thursday during the hours of 9:00 a.m. to 5:00 p.m. The Assistant Office Manager will report to the Office Manager. The duties and responsibilities of the Assistant Office Manager will include, but are not limited to the following:

- 1) Monday through Thursday, input the Construction and Standard Posts into the Vision system
- 2) Ensure payroll is completed
- 3) On Sunday the Assistant Office Manager will complete the scheduling of:
 - i. Reliefs
 - ii. Roll-Calls
 - iii. Constructions
 - iv. Standard Posts
- 4) Ensure all discrepancies are reconciled in a timely manner
- 5) Assist the Office Manager in all other areas as needed

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

M. Office Manager Duties

The Contractor shall provide one (1) Office Manager at JFK, one (1) Office Manager at LGA five (5) days a week, Tuesday through Saturday during the hours of 8:00 a.m. to 5:00 p.m. and one (1) Office Manager at EWR five (5)

days a week, Monday through Friday during the hours of 8:00a.m. to 5:00 p.m. The Office Manager will report to the Project Manager and will have direct responsibility for all office and clerical related functions. The duties and responsibilities of the Office Manager will include, but are not limited to the following:

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

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

N. Identification Office Manager Duties

The Contractor shall provide one (1) Identification Office Manager at JFK five (5) days a week, Monday through Friday during the hours of 10am to 7pm and one (1) Identification Office Manager at LGA five (5) days a week, Monday through Friday during the hours of 8:30am to 4:30pm and one (1) Identification Office Manager at EWR, in the ID Office, Terminal B, five (5) days a week, Monday through Friday during the hours of 9:00a.m to 5:00p.m. The duties and responsibilities of the ID Office Manager will include, but are not limited to the following:

- 1) Manage the Identification Office staff in their duties, which include the Tour Supervisor.
- 2) Handle day-to-day ID Office tasks which include the preparation and circulation of vacation schedules, work schedules and perform when necessary roll call changes.

- 3) Assist and provide guidance to the Identification Office Specialists on all tasks relative to the Identification Office.
- 4) Assist the Airport Manager or his/her designee with invoice reconciliation.
- 5) Analyze and prepare daily and weekly written identification office application procedure reports.
- 6) Review contract compliance and take direction from the Airport Manager or his or her designee.

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

O. Assistant Project Manager Duties

The Contractor shall provide one (1) Assistant Project Manager at EWR, Monday through Friday during the hours of 8:00a.m. to 5:00p.m., one (1) Assistant Project Manager at JFK, five (5) days a week, Sunday through Thursday during the hours of 10:00 a.m. to 7:00 p.m. and one (1) Assistant Project Manager at LGA five (5) days a week, Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. The Assistant Project Manager will assist the Project Manager in connection with the performance of the Guard Service and will perform duties, which will include but are not limited to:

- 1) Directing supervisory responsibility of the Tour Supervisor.
- 2) Acting on behalf of the Project Manager in his/her absence.
- 3) Monitoring and act upon all attendance and disciplinary issues of contractor's personnel.
- 4) Administering a driver safety/awareness program, including all related training.
- 5) Preparing all weekly summary reports required for the operation, including but not limited to post incident reports and daily total guard hours.
- 6) Maintaining all post orders in a central file and ensure posts have copies of these orders at all times.
- 7) Conducting specialized security training required by the Airport Manager.
- 8) Establishing performance measures for the service provided under this Contract and other means to ensure productivity and overall effectiveness.

- 9) Attending daily briefings with the Airport Manager and provide updates on all posts and communicate any issues, problems or concerns including the number of Airport Security Agents on post and the number of relief Airport Security Agents as required.
- 10) Recommending enhancements to policy and procedures.
- 11) Supervising the appropriate use of the Electronic Guard Tour Monitoring System (EGTMS). Monitor and prepare daily reports relating to EGTMS as directed by the Airport Manager. Such reports will be in a format prescribed by the Port Authority.
- 12) Be available on call twenty-four (24) hours a day, to assist, and advise the Airport Manager on the operations of the Contract hereunder.
- 13) Dressing in business attire at all times while on duty.

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

P. Project Manager Duties

The Contractor shall provide one (1) Project Manager at JFK, one (1) Project Manager at LGA, one (1) Project Manager at EWR five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. The Contractor shall provide one (1) Project Manager at SWF five (5) days a week if guard services are activated. This Project Manager will handle the below duties for both SWF and TEB. The Project Manager will perform duties, which include but are not limited to the following:

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

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

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

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

Q. Human Resources (HR) Manager Duties

The Contractor shall provide one (1) HR Manager at JFK and one (1) HR Manager at LGA. The HR Manager, reporting to the Project Manager, shall work five (5) days a week Monday through Friday during the hours of 7:00 a.m. to 4:00 p.m. The Authority will compensate the Contractor at most for an eight-hour workday. The HR Manager will perform duties; which include but are not limited to the following:

- 1) Ensuring all Agents assigned are in compliance with all security laws and licensing requirements.
- 2) Acting as a Contractor's liaison with State and Federal agencies which enforce applicable laws.
- 3) Responsible for coordinating and/or conducting all training as it relates to licensing issues and contract compliance.
- 4) Investigating and preparing fair and objective reports/recommendation as it relates to major disciplinary issues.

- 5) Preparing, submitting required documents and testifying for all New Jersey/New York State Unemployment claims.
- 6) Preparing and submitting required documents for all New York State and New Jersey State Disability claims.
- 7) Conducting and preparing training segments as required by the contract or company policy (Leadership, Barrier Training).
- 8) Acting as the Liaison with staff regarding many topics to include training, discipline, healthcare, holiday, vacation, sick, pension and other labor related issues.
- 9) Reviewing personnel folders for new hires.
- 10) Organizing and preparing information relative to the required training classes.
- 11) Reviewing/updating and submitting to the Project Manager all Purchase Order requests for uniform orders.
- 12) Reviewing and submitting to the Project Manager all Employee Status information.
- 13) Reviewing Personnel Reports from Project Managers.
- 14) Maintaining tracking system for uniform purchase and issue.
- 15) Supplying report of uniform distribution to Airport Manager.
- 16) Updating policies and procedures pending Airport Manager approval.
- 17) Monitoring and projecting staffing needs in order to ensure cost effectiveness.
- 18) Maintaining and monitoring all employee database information including, personnel information and staff deficiencies. As directed, provide such information to the Airport Manager.
- 19) Maintaining all personnel files and have them available to the Port Authority upon request
- 20) Maintaining all agents attendance, lateness and disciplinary files and have them available to the Port Authority upon request.
- 21) Preparing schedules one week in advance for JFK, LGA and EWR and make available to the Airport Manager upon request.

- 22) Handling all other Human Resource issues and report to the Project Manager regarding same.

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

R. Human Resources Assistant Duties

The Contractor shall provide one (1) HR Assistant at EWR. The Human Resources Assistant shall work five (5) days a week Monday through Friday during the hours of 7:00 a.m. to 4:00 p.m. The Authority will compensate the Contractor for at most an eight-hour workday. The Human Resources Assistant will perform duties which include, but are not limited to the following:

- 1) Compiling all required documents for new hire folders.
- 2) Interviewing and scheduling candidates for training.
- 3) Verifying previous/current employment.
- 4) Reviewing applications and resumes submitted via website.
- 5) Ensuring all Security Officers assigned are in compliance with all applicable security laws and licensing requirements in New York and New Jersey.
- 6) Maintaining site rosters.
- 7) Serving as backup to HR Manager in his/her absence.
- 8) Reviewing and calculating vacation requests.
- 9) Reviewing personal/sick day requests.
- 10) Maintaining database or spreadsheet of all terminations and/or inactive employees.
- 11) Maintaining database or spreadsheet of all applicants that failed to meet requirements (in case they reapply at a later date their documents will be easily found).

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

Section 27. Security Requirements

In addition to all other provisions of this Contract relating to security requirements, all personnel assigned by the Contractor and/or its Subcontractors to provide services on about the Facilities under this Contract must successfully complete, initially and continually, the background investigation, training and testing required to receive a Port Authority Airport ID Card with appropriate privileges as required by Code of Federal Regulation (CFR), 49 CFR 1542 and Port Authority rules, policies and procedures pertaining to security. Personnel assigned by the Contractor and/or its Subcontractors must have in their possession at all times while providing services on about the facilities under this Contract, their company ID card and approved Port Authority Airport ID Card.

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

The Port Authority may pursue Certification or Designation under the Safety Act for any or all of the facilities and/or services that are enumerated in this Contract. The Contractor hereby agrees to furnish any required support, documentation or services required in order to assist the Port Authority in obtaining such Certification or Designation.

Section 28. Contractor's Requirements by Position

Assignment of individual personnel to any position below is subject to Port Authority approval.

A. Airport Security Agent

- 1) Relief personnel are required for this position; such personnel will be provided at a ratio of no less than one to six unless otherwise approved by the Airport Manager; liquidated damages may be assessed for downtime as indicated in Section 10. Liquidated Damages, Subsection A.
- 2) All uniformed Airport Security Agents shall be neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- 3) Airport Security Agents shall adhere to the uniform specifications (Exhibit 2) while on duty (unless documented medical issues require otherwise).
- 4) Airport Security Agents shall not use personal cell/wireless telephone and/or communication devices while on post, except as approved by the Airport Manager.
- 5) Airport Security Agents shall comply with all requirements of the Section of the Contract entitled "Tours of Duty."

- 6) Airport Security Agents assigned to work in the state of New York shall be certified as guards by New York State. See Section 32, point B for requirements.
- 7) Airport Security Agents assigned to work in the state of New Jersey shall be certified as guards by New Jersey State. See Title 45 Section 16-19, or any successor legislation, including but not limited to, the satisfactory completion of the specified fingerprint checks.
- 8) Airport Security Agents working in New York shall be certified by New York City Fire Department (FDNY) as fire watch and provide fire watch coverage as required by the Airport Manager.
- 9) Dress in uniform at all times while on duty.

B. Lead Airport Security Agent

- 1) Relief personnel are required for this position.
- 2) Lead Airport Security Agents will supervise no more than twenty (20) ASA during any period, unless otherwise approved by the Airport Manager.
- 3) Lead Airport Security Agents shall have a minimum of one-year full time experience as an Airport Security Agent under a Port Authority Contract or similar contract.
- 4) Lead Airport Security Agents must be in the designated area of oversight at all times in order to monitor Airport Security Agents activity.
- 5) Lead Airport Security Agents shall comply with all requirements of the Section of the Contract entitled "Tours of Duty."
- 6) Lead Airport Security Agents shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- 7) Lead Airport Security Agents shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Airport Manager.
- 8) The Lead Airport Security Agent shall also meet all the Airport Security Agent requirements in the preceding section.
- 9) Dress in uniform at all times while on duty.

C. Security Operations Center Agent

- 1) Only personnel approved by the Airport Manager and fully trained in the operation and activities associated with the functions of this position may perform the function of the Security Operations Center Agent.
- 2) The Contractor should be aware that relief personnel may be needed for this position and only Security Operations Center Agents qualified and approved staff may perform the relief function of this position.
- 3) Security Operations Agents shall comply with all requirements of the Section of the Contract entitled "Tours of Duty."
- 4) Security Operations Center Agents shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- 5) Security Operations Center Agents shall dress in proper uniform at all times while on duty.
- 6) Security Operations Center Agents shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Airport Manager.
- 7) A Security Operations Center Agent must be on his/her post at all times, twenty-four hours a day, seven days a week.
- 8) The Security Operations Center Agent shall also meet all the requirements in Section 29. Contractor's Specific Requirements by Position, subsection A entitled "Airport Security Agent."
- 9) Dress in uniform at all times while on duty.

D. Identification Office Specialist

- 1) Only staff approved by the Airport Manager and fully trained may perform the function of Identification Office Specialist.
- 2) All requirements outlined in the Section of the Contract entitled "Tours of Duty" apply to Identification Office Specialists.
- 3) Identification Office Specialists shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- 4) Identification Office Specialists shall dress in proper uniform at all times while on duty.

- 5) Identification Office Specialists shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
- 6) The Contractor is aware that relief personnel may be needed for this position.
- 7) Identification Office Specialists must be on their posts at all times as specified herein.
- 8) The Identification Office Specialist shall also meet all the requirements in Section 29. Contractor's Specific Requirements by Position, subsection A entitled "Airport Security Agent."
- 9) Dress in uniform at all times while on duty.

E. Tour Supervisor and Construction Tour Supervisor

The Tour Supervisors shall meet all contractor requirements on the positions listed above for the Airport Security Agents, Lead Airport Security Agents and Identification Office Specialists.

The Construction Tour Supervisors shall meet all contractor requirements on position listed above for the Airport Security Agents and the Lead Airport Security Agents.

Dress in uniform at all times while on duty.

Section 29. Tours of Duty

- A. The Contractor will be responsible for transporting guards from the roll call area on the Airport to their assigned posts at the start of the tour and returning them at the end of the tour. Post coverage is to be continuous during the hours specified.
- B. A regular 8-hour tour for a guard shall include a minimum of a 30 minute meal period. Post coverage is to be continuous during those hours. All Contractors' employees assigned to duty at the Facility will report to the roll call area for duty 30 minutes prior to each assigned tour for the purpose of tour roll call unless otherwise directed by the Airport Manager. All employees must sign in at the onset of each tour and sign out at the completion. Sign-in and sign-out records (or their approved equivalents) must be made available to the Airport Manager. The Tour Supervisor or his/her authorized representative will conduct roll call, which shall include but not be limited to, a daily briefing, personal appearance inspections and dispatching of Contractor's employees to their assigned posts. Roll call time is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed, however such time will be considered hours worked for the purpose of computing the required Average Direct Hourly Wage and Supplemental Benefits set forth in the Cost Proposal Forms and accepted by the Port Authority.

Each Agent will receive an additional twenty (20) minutes of relief time during each 8-hour tour. The 20 minutes is not to be scheduled in conjunction with the 30 minute meal period, except as approved by the Airport Manager. Agents shall be relieved from duty during lunch and relief periods and will not be permitted to take these breaks on post. Meal and relief periods will not be considered post coverage and will not be included in the post hours for which the Port Authority is to be billed. For the purpose of computing the required Average Hourly Wage and Supplemental Benefits, meal and relief period hours will not be considered hours worked; however, wages paid for such periods will be considered in such computation.

- C. No guard shall be on duty for more than eight (8) hours of post coverage within a 24-hour period, except in the case of an emergency situation, nor shall any guard be scheduled for more than (40) hours of duty per week. In the event, however, that such personnel are on duty beyond that time, the Contractor shall be responsible for all overtime payments without additional overtime compensation from the Port Authority, if applicable, except as provided for in Section 11, Extra Work, of the Contract.
- D. No guard shall be on duty for more than twelve (12) hours in a 24-hour period except in the case of an emergency situation, as declared by the Airport Manager. In these cases, however, the Guard's tour may not exceed more than sixteen (16) hours in a 24-hour period.

Under no circumstances will a guard operate vehicles required under the Contract for more than eight (8) hours in any twenty-four (24) hour period.

- E. Notwithstanding any other term or provision hereof, the Contractor's personnel shall not leave their posts unattended, at any time, unless instructed to do so by the Manager and unless relief is supplied.
- F. All schedules are subject to change as described in this Contract. The Port Authority shall also have the right at any time and from time to time, in its discretion, on notice to the Contractor, to change the location and number of any guard posts or change any guard assigned to any post at any Facility.

Section 30. Schedule of Guard Service

A. JFK

- 1) The Contractor shall furnish the guard service at the Facility by staffing Airport Security Agent (to include construction and fire watch posts), Lead Airport Security Agent, Security Operations Center Agent, Operations Assistant and Identification Office Specialist posts on the Facility as designated by the Airport Manager on a 24 hour per day, 7 day per week, 365 day per year (366 days during leap year) basis as follows:

Hours of Tour	ASA Posts	Lead ASA Posts	SOC Agent Posts	Tour Supv Posts	Ops Assist
Midnight-8 a.m.	37	5	2	2	1
8 a.m. – 4 p.m.	43	6	2	3	1
4 p.m. – Midnight	37	5	2	2	1
Construction Positions					
Midnight – 8 a.m.	12	0	0	0	0
8 a.m. – 4 p.m.	17	1	0	1	0
4 p.m. – Midnight	2	0	0	0	0

- 2) The Contractor shall furnish the guard service at the Facility by staffing each designated post for the Identification Office Specialist in the Security Identification Card Office on the Facility as designated by the Airport Manager no less than 5 days per week, 260 days per years (261 days during leap year) as follows: Security Identification Card Office at Building #14

Hours	Monday through Friday 8:00 a.m. – 4:00 p.m.	IDOS Coverage	Tour Supervisor
		22	1*

* The Tour Supervisor position is included in the first JFK schedule chart listed above.

B. LGA

The Contractor shall furnish the guard service at the Facility by staffing Airport Security Agents (to include construction and fire watch posts), and Security Operations Center Agent posts at the Facility as designated by the Airport Manager on a 24 hour per day, 7 day per week, 365 day per year (366 days during leap year) basis.

Hours of Tour	ASA Posts	IDOS Posts	Lead ASA Posts	SOC Agent Posts	Tour Supv Posts	Ops Assist
Midnight – 8 a.m.	4			1	2	

		-	-			1
8 a.m. – 4 p.m.	8	6	1	1	3	1
4 p.m. – Midnight	8	-	-	1	2	1
Construction Posts						
Midnight – 8 a.m.	6	-	-	-	-	-
8 a.m. – 4 p.m.	4	-	-	-	-	-
4 p.m. – Midnight	2	-	-	-	-	-

The Contractor shall furnish the Services at the Facility by staffing Identification Office Specialists on posts at the Facility as designated by the Airport Manager no less than 5 day per week, 260 days per year (261 days during leap year).

C. EWR

The Contractor shall furnish the guard service at the Facility by staffing Airport Security Agent (to include construction and fire watch posts), Security Operations Center Agent, and Airport Security Operations Center Agent posts and Tour Supervisor on the Facility as designated by the Airport Manager on a 24 hour per day, 7 day per week, 365 day per year (366 days during leap year) basis as follows:

Hours of Coverage	Tour Sup. Posts	ASA Posts	SOC Posts	IDOS Posts	Bldg 1 Sec Prof Posts	Ops Assist Posts
Midnight – 8:00 a.m.	1	32	2	0	0	1
8:00 a.m. – 4:00 p.m.	3	32	2	12	1	1
4:00 p.m. – Midnight	1	32	2	0	0	1

Construction Positions: It is estimated but not guaranteed that 5,000 hours per year may be needed for construction posts.

NOTE: The above schedules are subject to change as described in this Contract. Relief, breaks, etc. are not directly compensated and all associated costs shall be included in the billable prices to the Port Authority as it appears in the Cost Proposal Forms accepted by the Port Authority. The Port Authority shall also have the right at any time and from time to time, in

its discretion, on notice to the Contractor, to relocate and change the location of any guard posts on the Facility.

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

Section 31. Qualifications and Requirements of Employees

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

- 1) All Airport Security Guards, Lead Airport Security Agents, Tour Supervisors, Security Operations Center Agents, Identification Office Specialists and the Building One Security Specialist must meet the following minimum requirements: For New York Facilities: Meet all the requirements of the New York State Local Law - Section 71, Article 7-A entitled "Security Guard Act", or any successor legislation, (including but not limited to, the satisfactory completion of the specified fingerprint checks).
- 2) For New Jersey Facilities: Meet all the requirements of New Jersey Statutes Annotated Title 45 Section 19-16, or any successor legislation, (including but not limited to, the satisfactory completion of the specified fingerprint checks).
- 3) Not be under indictment or information for any felony or any other offense specified in New York State Law - Section 71, Article 7A entitled "Security Guard Act."
- 4) Not be under indictment or information for any high misdemeanor or any other offense specified in New Jersey Statutes Annotated Title 45 Section 19-16.

- 5) Have provided to the Contractor a detailed listing of the work experience for not less than the prior ten (10) years, which work history shall include character and business references.
- 6) Have provided to the Contractor a detailed listing of the qualifications and prior work experience directly related to guard, police or watchman service.
- 7) Must be a United States citizen or legally authorized to work in the United States as required hereunder.
- 8) Must possess a valid Social Security Number.
- 9) Must possess a high school diploma or a general equivalency diploma (GED).
- 10) Must possess and maintain a valid driver's license for the operation of motor vehicles of the type required to be utilized to perform services under this Contract in the State of New York or New Jersey.
- 11) Must demonstrate the ability to write, read and speak English which may include, at the discretion of the Port Authority, the satisfactory completion of the standard Test of English as a Foreign Language or its equivalent.
- 12) Must have a minimum of two (2) years experience in any one of the following or any combination of the following:
 - i. A guard, watchman or police position; or
 - ii. Service in the United States Military Services in a police or military security position; or
 - iii. College credits from an accredited institution of higher learning in criminal justice or police science at the equivalent rate of 32 credits per year, prorated proportionately for lesser periods for lesser amounts of credits. Must pass a physical examination prior to the Commencement Date of the Contract and within each twelve (12) month period thereafter during the term of the Contract, arranged for by the Contractor and administered at the sole cost and expense of the Contractor, which indicates general good health and a determination that the candidate is medically able to perform all the duties of the position, including, but not limited to, the following:
 - i. Not less than 20-30 corrected vision in each eye.
 - ii. No color confusion or impairment color and depth perception.
 - iii. Unimpaired hearing.
 - iv. Contractor personnel acting as Airport Security Agent, Lead Airport Security Agents, Security Operations Center Agents, Identification Office Specialists, Building One Security Specialist, Operations Assistant, Tour

Supervisors, Assistant Office Manager, Office Manager, Identification Office Manager, Assistant Project Manager and Project Manager on this Contract hereunder shall pass drug screening tests, including a comprehensive ten panel drug screen or its equivalent, to include screens for the following.

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

The tests shall be administered by and at the sole cost and expense of the Contractor, at the commencement of the Contract, and prior to hiring of all new employees. In each year of the Contract, all Contractor personnel acting as Airport Security Agents, Lead Airport Security Agents, Airport Security Operations Center Agents, Building One Security Specialist, Human Resources Manager, Human Resources Assistant, Identification Office Specialists, Identification Office Manager, Operations Assistant, Tour Supervisors, Assistant Office Manager, Office Manager, Assistant Project Manager and Project Manager on this Contract hereunder shall be randomly tested thereafter at least once per year in each year of the contract. The drug-screening test shall be conducted by an independent firm other than the Contractor, who shall be approved by the Port Authority. This shall be conducted at no cost to the Port Authority.

- 13) Must be capable of performing normal or emergency duties including arduous physical exertion such as standing or walking an entire shift, climbing stairs and ladders, lifting and carrying objects weighing up to 50 lbs, running and enduring exposure to extreme weather conditions for an entire shift. May require periods of prolonged standing.
- 14) Security Operations Agents:
 - a. All SOC Agents must pass the National Dispatch Selection Test (NDST)
 - b. past military experience is highly desirable and a lawful preference should be given to disabled veterans.

Identification Office Specialists, Building One Security Specialist and Identification Office Manager shall have basic knowledge of computer applications and operating systems.

Persons currently assigned immediately prior to the Commencement Date of this Contract at the Facility under the immediately preceding guard services Contractor, who do not meet the requirements of paragraph "B"

above, may not be assigned by the Contractor, without the express permission of the Manager.

C. The Human Resources Manager must meet the following minimum requirements:

- 1) Knowledge of New York and New Jersey security guard laws.
- 2) Demonstrated ability in dealing with Collective Bargaining Agreements and experience with represented labor.
- 3) Ability to write and investigate incidents and issues in a clear and concise manner.
- 4) Ability to speak publicly in front of crowds.
- 5) Ability to work independent with minimal supervision.
- 6) Familiar with Disability – Unemployment process.
- 7) Ability to multi-task.
- 8) Ability to identify qualified persons for employment.
- 9) Knowledge of MS Office.
- 10) Human Resources experience.
- 11) NY or NJ Security Instructor Certification preferred.
- 12) Experience in problem solving.
- 13) Must possess a high school diploma or a general equivalency diploma.
- 14) Preferred Labor organization background.

D. The Human Resources Assistant must meet the following minimum requirements:

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

- 6) Knowledge of MS Office.
- 7) Human Resources experience.
- 8) Experience in Problem solving.
- 9) Must possess a high school diploma or a general equivalency diploma.
- 10) Exceptional Organizational Skills.
- 11) Ability to work with little or no supervision.

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

Section 32. Personnel Folders

Prior to the commencement of the Contract and during the term of the Contract, the Contractor shall furnish the Airport Manager with, or make immediately make available to, (at the option of the Airport Manager), personnel folders of all employees who may be assigned to each Facility hereunder; said folders to contain the material relating to the qualifications and requirements set forth in Section 32 of the Contract entitled "Qualifications and Requirements of Employees" including but not limited to, references, educational background, fingerprinting data, photo identification, proof of drivers' license, reports of physical examinations, disciplinary actions and other pertinent material. Said personnel folders shall be supplemented and amended by the Contractor from time to time as necessary to keep them current. These records may be retained by and become the property of the Port Authority.

Section 33. Training Provided by the Contractor

A. An initial job and customer service training and/or orientation course (hereinafter referred to as the "Initial Training") shall be taken by the Airport Security Agents, Lead Airport Security Agents, Building One Security Specialist, Operations Assistant, Tour Supervisor, Security Operations Center Agents, Identification Office Manager, Identification Office Specialist, Assistant Office Manager, Office Manager, Assistant Project Manager, Project Manager, Human Resources Manager and Human Resources Assistant. In addition to the Initial Training, a leadership training program for management and supervisory staff (hereinafter referred to as the "Leadership Training") shall be taken by the Tour Supervisor, Office Manager, Identification Office Manager, Assistant Project Manager and Project Manager. No compensation will be paid for the required training of the Contractor's employees. All initial and leadership training shall be successfully completed within four months after Contract start date(s) and employee hires, including those incumbent Contractor(s) employees currently performing said duties. Costs associated with initial training shall be borne by the Contractor.

The Initial Training shall be approximately five (5) working days and the Leadership Training shall be approximately (3) three days in duration. Except as may be waived by the Manager, the Contractor may not assign to the Facility any Airport Security Agents, Lead Airport Security Agents, Operations Assistant, Tour Supervisor, Security Operations Center Agents, Identification Office Specialist, Building One Security Specialist, Operations Assistant, Office Manager, Assistant Project Manager, Project Manager, Human Resources Manager, Human Resources Assistant unless he/she has completed the Initial Training or any Tour Supervisor, Office Manager, Assistant Project Manager and Project Manager unless he/she has completed the Initial and Leadership Training.

All Initial and Leadership training shall be completed for incumbent staff within four (4) months of Contract commencement.

Those employees who have completed comparable Initial and Leadership training within six (6) months of the effective date of this Contract may be exempt from the initial and leadership training requirements, with the approval of the Manager.

- B. The Airport Manager may institute additional training programs from time to time as he/she deems necessary. No compensation will be paid to the Contractor by the Port Authority for the additional training programs. At a minimum, the Contractor shall provide an annual four-hour refresher training course covering all areas noted in item "C" of this section.
- C. A syllabus for the initial and a four-hour recurrent training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Airport Manager and shall include, but will not be limited to, the following subjects and any other relevant subjects as the Airport Manager may deem appropriate:
 - 1) Understanding, meeting/exceeding the customer's needs.
 - 2) Knowledge of Airport Rules & Regulations and how they apply to each employee.
 - 3) An in-depth knowledge of all appropriate security procedures.
 - 4) Vehicle Barrier Training. This type of training will encompass barriers, including but not limited to those manufactured by: Delta Scientific Corporation and USR Corporation.
 - 5) Understanding of Customer Service Standards and proficiency with all applicable areas of the Airport Standards Manual.
 - 6) Geographic orientation and indoctrination.
 - 7) Airport Operations - familiarization with the services provided at the airport, airline locations and ground transportation services.
 - 8) Communicating with Customers and Co-workers:

- a. Professional telephone conduct
 - b. Airport terminology
 - c. Effective and appropriate oral and interpersonal communications
 - d. Handling customer complaints
 - e. Conflict resolution and dealing with irate customers
- 9) Understanding the needs and concerns of disabled customers and how to address these needs. This includes all types of disabilities.
 - 10) Specific duties and reporting relationships.
 - 11) Post assignments and work schedules.
 - 12) Familiarization with, and applicable procedures related to, required forms and tour reports.
 - 13) Appropriate ethics and conduct.
 - 14) Professional appearance standards.
 - 15) Appropriate emergency procedures and notifications.
 - 16) Traffic safety.
 - 17) Contractor's mission statement.
 - 18) Progressive discipline.
 - 19) Maintaining a safe work environment.
 - 20) Radio usage, terminology and procedures.
 - 21) Behavior Pattern Recognition-Training in the use of intuition, powers of observation and human interaction and natural curiosity to investigate and analyze potential threats from situations, persons and the immediate environment.
 - 22) First Aid, CPR
 - 23) Blood borne pathogens
 - 24) Bomb threats
 - 25) Communications
 - 26) Crowd control
 - 27) Fire prevention and control
 - 28) Information security

- 29) Legal aspects of security
- 30) Note-taking/report writing
- 31) Safety and security awareness
- 32) Substance abuse
- 33) Theft prevention
- 34) Airport terrorism
- 35) Workplace violence
- 36) How to respond to active shooter(s)

D. The Contractor shall provide Leadership Training for the Tour Supervisors, Assistant Office Managers, Office Managers, Identification Office Manager, Assistant Project Manager and Project Manager positions (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 continuous approval of the Airport Manager. The training shall include but not be limited to the following subjects:

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

E. The Contractor shall provide refresher training to all staff within four (4) months of the start of the third year of the initial term of this Contract. The

refresher training shall at a minimum include all topics required in the Initial and Leadership Training. The initial refresher training shall be two (2) days and the leadership refresher training shall be one day. Those employees having completed the initial and leadership training within nine (9) months of the start of the third year of the initial term of this Contract shall be exempt from refresher training.

F. SOC Agents

In addition to the applicable training noted above, the Contractor shall provide training on specialized surveillance for Surveillance System Operators to Security Operations Center Agents upon start of the initial term of this Contract and prior to Security Operations Center Agent deployment to position. The initial training should be that provided by Chameleon Associates or an equivalent course and shall be no less than 16 hours. The Contractor shall also provide an annual refresher training on surveillance and further principles of security practices of similar content, which shall be no less than 16 hours. The initial and refresher courses should not have more than 40 students per session. The Contractor shall provide examinations to test theoretical and practical Predictive Behavior aspects. A syllabus for the initial and refresher training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Airport Manager and shall include, but will not be limited to, the following subjects and any other relevant subjects, as the Airport Manager may deem appropriate:

1. Predictive Behavior principles
2. Relevant past threat incidents
3. Basic surveillance principles
4. Usage of CCTV in the context of threat
5. Uses and limitations of other security technology
6. Indicators based on known and predicted criminal and/or terrorist methods of operation.
7. Reporting emergencies and recording events

Section 34. Training Provided by the Port Authority

- A. The Contractor agrees that it shall, prior to the commencement of the Contract and during the term of the Contract, at all times have available a total workforce of 645 Airport Security Agents (approximately 325 at JFK Airport, 150 at LGA Airport and 170 at EWR Airport) who shall have successfully completed the "Airport Security Agent Training Program" conducted by the Port Authority, available for duty as Airport Security Agents. The Contractor shall at all times have a sufficient number of candidates which have satisfactorily completed the Port Authority training program and are otherwise qualified as Airport Security Agents to ensure that 645 Airport Security Agents are available at all times.

- B. At any time during the term of the Contract if the base Full Time Equivalent workforce (all references to workforce and headcount shall only refer to "Full Time Equivalents" or "FTEs") shall fall below 645 Airport Security Agents, the Contractor shall immediately notify the Manager of this occurrence and shall recruit and present not less than forty-seven (47) candidates or sufficient number to reach 645 Airport Security Agents, for the "Airport Security Agent Training Program" which the Port Authority shall thereafter, upon notice to the Contract, schedule and conduct training. In the event the Manager shall require the Contractor to increase the workforce as provided elsewhere in the Agreement, the Contractor shall upon such notice, recruit and present the specified number of candidates for inclusion in the "Airport Security Agent Training Program."

- C. The "Airport Security Agent Training Program" shall be conducted by the Port Authority at such times as it determines and its sole discretion at the Port Authority's cost and expense. Training for guards providing services hereunder shall be mandatory and identical across all Facilities. All guards must receive and successfully pass the same type of training. Hours spent by the Contractor's employees in training shall be considered and included as Airport Security Guard post coverage hours under the Contract and the Contractor shall be reimbursed for such post coverage as provided herein.

- D. The Contractor acknowledges that it is of the utmost importance in the performance of this Contract to make every effort to present as candidates for the "Airport Security Agent Training Program" only those persons who are qualified and willing to accept a position as an Airport Security Agent. The Contractor shall screen and attempt to select individuals who it believes can satisfactorily complete the training program and otherwise fulfill the responsibilities of and meet the requirements for Airport Security Agents. All candidates offered by the Contractor for the Airport Security Agent Training Program must be interviewed by the Port Authority representatives who may verify that these candidates possess the qualifications required hereunder. The Port Authority may use further screening procedures as shall be deemed necessary from time to time by the Manager to ensure compliance with the terms and conditions of the Contract.

- E. From time to time the Manager, at his/her discretion, may institute an in-service refresher training program as he/she deems necessary or desirable

for any or all of the Contractor's employees hereunder. Such training programs will be provided at the sole and expense of the Port Authority and all hours of attendance of the Contractor's employees in such a program shall be deemed hours of post coverage hereunder, in the relevant category (Airport Security Agent, Lead Airport Security Agent, Operations Assistant, Tour Supervisor, Security Operations Center Agent, Identification Office Specialist, Building One Security Specialist, Project Manager, Assistant Project Manager, Assistant Office Manager, Office Manager, Identification Office Manager, Human Resources Manager and Human Resources Assistant). No overtime will be paid unless the Port Authority requests this training on less than four (4) hours notice in which case the Contractor shall be reimbursed as provided for herein in Section 15, Increase/Decrease in Service. The Contractor agrees to cooperate and assist the Port Authority as may be required from time to time and at any time prior to the commencement to facilitate the training of the Contractor's personnel hereunder

F. Orientation and Training Provided by the Port Authority

Airport Security Agent, Lead Airport Security Agent, Operations Assistant, Tour Supervisor, Security Operations Center Agent, Identification Office Specialist, Building One Security Specialist, Project Manager, Assistant Project Manager, Assistant Office Manager, Office Manager, Identification Office Manager, Human Resources Manager and Human Resources Assistant will be required to participate in an extensive week long training program provided by the Port Authority including:

- 1) Orientation, indoctrination and administration**
 - a) Facility Communications: telephone, radio, terminology, phonetic alphabet, oral communications, electronic access equipment.
 - b) Report Writing and familiarization of Forms.
- 2) Human Development:**
 - a) Code of Ethics: Courtesy, prejudice and common sense
 - b) Inference and awareness: listening skills
 - c) Public Relations: news media, personal appearance, post appearance, patron confrontation, courtesy, handling of complaints
- 3) Legal Aspects of Airport Security Agents**
 - a) 49 CFR 1542 concept (Overview)
 - b) Law of Arrest Pertaining to Civilians: Use of defensive force, Federal and local Police jurisdiction, deputation by Police
- 4) Emergency Training**
 - a) Fire extinguishers
 - b) Defensive tactics
 - c) Recognition of Explosive Devices
 - d) Fire Watch Training

- 5) **First Aid**
 - a) Breathing, Circulation
 - b) Bleeding

- 6) **Other**
 - a) Geographic Orientation
 - b) Specific duties
 - c) Normal security
 - d) Vulnerable Areas
 - e) Fire Protection: location of equipment, prevention, class of fires
 - f) General orders
 - g) Post familiarization
 - h) Access roads to airport
 - i) Related material
 - j) Defensive Driving Tactics - Classroom training

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

- 8) **Specific Security Systems Training (SOC Agents only)**

Only those candidates who are approved by the Airport Manager can perform the duties of the Security Operations Control Agent including all relief staff for this position.

All employees must attend the Port Authority Customer Care Program.

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

The Port Authority may require employees, supervisors and management staff to participate in other training as needed.

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

Section 35. Human Resources Development Plan

The Contractor, at its sole cost and expense, shall establish and implement a Human Resource Development Plan (HRDP) for all personnel assigned to this Contract. The HRDP will focus on developing a career path for each position and training the staff beyond current minimum state standards and federal requirements, as the same may be further amended. The Contractor shall provide a training schedule and training requirements for each position under this Contract. The courses will focus on "value added" skills, knowledge, leadership and professional development within the security industry or directly related to the functions under this Contract. All courses, class material and structure are subject to review and approval by the Port Authority. HRDP training may be

achieved using any approved format i.e. computer based, classroom, self study or scenario training; no matter the method used the courses must:

- Identify a performance goal for the course and attendee.
- Present the knowledge or skill to be developed.
- Provide practical application opportunities.
- Test the level of skill/knowledge acquired during the course.
Establish a minimum score for certification at a particular skill or knowledge session.

Section 36. Contractor's Audit Program

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

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

The Contractor may be required to obtain a third party independent or integrity monitor to supplement and validate the Contractor's Audit Program and results. The monitor shall be required to report results to the Port Authority. The cost to obtain this monitor shall be at no additional cost to the Port Authority.

Section 37. Limitation on Future Contracting

The Contractor is precluded from being awarded any future Port Authority Contract for unarmed, uniformed security guard services as a prime contractor or as a subcontractor for the duration of this contract, including any option years or periods, if exercised. The restriction shall apply to any and all affiliates, divisions and subsidiaries of the Contractor. This limitation shall not apply to an award for the replacement contract for the services described herein.

Section 38. Uniforms

A. The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Airport Security Agents, Lead Airport Security Agents, Security Operations Center Agents, Identification Office Specialists and Tour Supervisors at the Airport. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. At the expiration or earlier termination of this Contract, the uniforms shall be and become the sole property of the Port Authority.

The Contractor at its cost shall destroy any uniforms from the preceding contract and uniforms used in this Contract which have excessive wear and tear at the direction and approval of the Port Authority.

A Port Authority patch shall be affixed to each shirt, safety vest, jacket, blazer or outer garment as directed by the Port Authority. The Contractor's personnel shall also wear a company insignia, or embroidered emblem, which will identify the Contractor's company or corporate name. All uniforms shall be in compliance with the prevailing law in the respective state where the services are being performed including New York State Article 7 General Business Law, Title 19 NYCRR, Part 170, Section 170.10 for services performed in New York, the NJ law doesn't provide specifics on insignias/symbols of authority.) The basic uniform will also include foul weather and winter gear. The Contractor shall supply its personnel, at no cost to the Port Authority, with related uniform equipment as specified in the Port Authority Uniform Standards appearing in Exhibit 2 attached hereto and hereby made part hereof. All uniforms, colors, types and styles shall be subject to the prior and continuing approval of the Manager.

- B. The Contractor shall be responsible for ensuring that its employees at all times wear their required uniforms and appropriate shoes, and it shall cause its employees to change to freshly cleaned and pressed uniforms at least once every other day. Uniforms shall be supplied in the minimum quantities indicated in Paragraph "E" of this Section hereof and conform to the specifications set forth in Exhibit 2, Uniform Specifications, attached hereto and hereby made a part thereof.
- C. The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel other than those described in the preceding sections. Such insignia shall be supplied to the Contractor by the Port Authority. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.
- D. The Contractor shall provide and its employees shall wear, carry or display a state issued identification card as may be required by the states where the services are being performed, such as New York State Article 7 General Business Law, Title 19 NYCRR, Part 170, Section 170.14 a state issued identification card. None of the costs of such badges, means of identification and uniforms (or replacements hereof) shall be reimbursed to the Contractor.
- E. Each Airport Security Agent, Lead Airport Security Agent, Security Operations Center Agent, Identification Office Specialist and Tour Supervisor uniform consists of the following:

Airport Security Agent and Lead Airport Security Agent:

- (12) Twelve shirts - six (6) winter long sleeve and six (6) summer short sleeve.

- (1) One belt
- (4) Four pairs of slacks – summer/winter weight
- (2) Two pair winter gloves - black
- (2) Ties (safety)
- (2) One hat winter/one hat summer
- (2) Ladies skirt
- (1) One pair of shoes – black ANSI compliant or equivalent safety specifications
- (1) One raincoat with hat protector
- (1) Winter ear protector - black
- (2) Two sweaters
- (1) One pair rubber boots (long) - black
- (1) One winter parka
- (1) Navy windbreaker - embossed with wording "Security"
- (1) Safety vest
- (1) Utility belt

Security Operations Center Agent:

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

Identification Office Specialist and Tour Supervisor:

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

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

The Contractor shall provide to staff working on construction sites insulated coveralls lettered with "Security" on the back and with the company insignia on the front. The Manager shall approve the use of coveralls.

- F. If the Contractor is unable to provide its employees with uniforms as specified above for a period of up to forty-five (45) days after the commencement of the Contract, the Contractor, shall not be deemed in default hereunder provided, however, that all employees during said period shall be properly and uniformly dressed in a style and color uniform utilized regularly by the Contractor and subject to the prior approval of the Manager. Effective forty-five (45) days after the commencement of the Contract, this paragraph shall be deemed null and void and Paragraphs "(A)" through "(E)" above shall be controlling, and all uniform requirements and specifications shall be deemed in full force and effect. Without limiting any other terms or provisions of the Contract, failure of the Contractor to provide that each Airport Security Agents, Lead Airport Security Agents, Security Operations Center Agents, Tour Supervisor and Identification Office Specialists is suitably attired and outfitted will be deemed a breach of the Contractor's obligations hereunder. Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions of this Section and liquidated damages may be applied.

Section 39. Radios, Materials, Supplies and Equipment

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

- C. The Contractor shall, at its sole cost and expense, issue a wireless phone (or its approved equivalent, exclusive of radios), to each Tour Supervisor assigned for field supervision for use during the tour. The Contractor shall provide to the Port Authority once a month, an inventory of all radios/wireless phones setting forth the number and condition of the same.
- D. The Contractor shall, at its sole cost and expense, maintain in good repair and operating condition, truck inspection mirrors with sufficient back up for use at those facilities where vehicle access/inspections is provided by the Contractor.
- E. The Contractor shall provide an adequate number of signal repeaters to provide complete coverage of all area of JFK, LGA and EWR as well as communications between Jamaica Terminal and all areas of JFK, utilizing the same radio frequency (and any alternate frequencies) being utilized at JFK by the Contractor.
- F. At Contract termination, the radio equipment (located within the vehicles and the handhelds) shall become property of the Port Authority.
- G. The Contractor shall at its sole cost and expense, furnish GPS technology equipment for the vehicles. Such equipment shall be maintained in good working order at all times. The Contractor is prohibited from installing any software and/or equipment which will jam the GPS signal.
- H. The Contractor shall at its sole cost and expense, provide all materials and supplies necessary for performance at the Contract their job functions. Materials, supplies and equipment shall include, but are not limited to: 1) writing utensils, 2) ink, 3) stamps, 4) utility belts, etc. related to the Services in this Contract.

Section 40. Transitioning Services at Start/Termination of the Contract

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

Section 41. Intellectual Property

- A. Except as expressly provided below: as between the Port Authority and the Contractor, all guides, training manuals and tutorials, quick reference cards, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Contract, shall become the exclusive property of the Port Authority, and the Port Authority shall have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. With regard to training manuals, the Port Authority shall expressly

have the right to use, alter and reproduce including electronically, said manuals for its internal business purposes. The Contractor hereby warrants and represents that the Port Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Contract or not. Any information given to the Port Authority before, with or after submission of the Agreement on Terms of Discussion, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever, except as otherwise set forth in the "Agreement on Terms of Discussion".

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

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

Section 42. Customs Bond Requirements

The Contractor is required to comply with all US Customs regulations to obtain access to Customs' areas, including but not limited to 19 CFR 122.182(b)(c); 19 CFR 113.62(i); 113.63(f); 113.64(e) and Appendix A to part 113.

Any questions regarding the regulations should be referred to the Supervisory Customs Inspector in the International Arrivals Facility, Newark Liberty International Airport, telephone number (973) 565-8000 ext 6581, JFK (718) 553-1653.

Section 43. Whistleblowing Policy and Ethics Compliance Program for Contractor

The Contractor shall have in effect, during the term of the Contract, a Whistleblower Policy, reviewed and approved by the Port Authority, covering Contractor staff performing work under this Port Authority Contract. The Whistleblower Policy shall, in substance, prohibit Contractor employees and officers from taking any adverse personnel action with respect to another officer or employee solely as a result of, or in retaliation for, his or her: (i) making a truthful report of information to the Contractor's designated Compliance Officer concerning conduct which he or she knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement, gross waste of funds or abuse of authority by another Contractor officer or employee, which concerns his or her office or employment, or by persons dealing with the Port Authority, or performing work on Port Authority Contracts or premises, (collectively, "misconduct"); (ii) objection to, and/or refusal to participate in misconduct; or (iii) cooperation with an investigation by a public body, including provision of information or testimony with respect to misconduct.

The Contractor shall be responsible for implementing and enforcing the Whistleblower Policy and educating employees regarding the Whistleblower Policy. The Contractor shall relay any and all reports and allegations related to Work under this Port Authority Contract or concerning Port Authority employees immediately to the Port Authority's Office of Inspector General; and failure to report may be considered a breach of this Contract.

The Contractor will implement an Ethics Compliance Program. The components of this Ethics Compliance Program include a Code of Conduct, a Zero Tolerance Policy, the designation of a Compliance Officer, a reporting Hotline, and other associated ethics functions, as required by the Port Authority.

Within thirty (30) days of the award of this Contract, the Contractor shall submit to the Port Authority, for approval, a draft of the policies required under this section and a plan for implementation which shall include a timeline. Upon Approval, the Contractor shall implement the policies in accordance within the approved timeline.

Section 44. Global Positioning Satellite (GPS) Equipment

- A. The Contractor shall be required to install and maintain a GPS tracking system in all vehicles required under this Contract. Such system shall be a Grey Island Systems Model G56224UJZZ, or approved equal as determined by the Authority. Access to the system shall be web-based and access shall be granted to the Port Authority via Login ID and password.
- B. The Contractor will be required to purchase all components necessary to integrate all vehicles required under this Contract into the Port Authority's GPS vehicle tracking system. To ensure full integration into the GPS vehicle tracking system, the Contractor shall purchase selected components from the selected vendor and shall arrange for the vendor to install the required components in the vehicles. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the GPS tracking system in the Contractor's vehicles. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.
- C. With the exception of any components damaged by the Contractor, compensation for the vehicle tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the Contractor's vehicles, monthly service and cellular fees and extended warranties including parts and service procured under this Contract shall be included in the applicable Contractor's vehicle charge. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract. The Contractor is prohibited from installing any software and/or equipment which will jam the GPS signal. In addition, this software and/or equipment shall not interfere with air traffic control systems signals.
- D. No additional compensation shall be provided for this system and the cost shall be incorporated into the applicable vehicle charge or management fee.
- E. At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for the turnover of the systems in an undamaged condition. Should the systems be damaged, liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages."

Section 45. Fueling

- A. During the term of the Contract, including the Option Periods and or extensions exercised, if any, at JFK, LGA and EWR, the Port Authority shall purchase and supply to the Contractor at no cost to the Contractor the following motor fuels: B20 biodiesel, unleaded gasoline at EWR, JFK and LGA. (E85 is also available at LGA) necessary to operate the vehicle service at EWR, LGA and JFK. The fuel shall be only for vehicles operating exclusively under this contract.

Fuel supplied to the Contractor will be dispensed from Port Authority owned/operated fuel sites at EWR, LGA and JFK airports. The fueling stations are located at EWR Buildings One and 80, LGA Building 84, at JFK Buildings 14, 254 and 269. The Port Authority shall reserve the right to review and verify Contractor fuel usage records. At this time, the on-site fueling stations currently operate by means of a one card automated system, the card being vehicle based. The cards required for each vehicle in use by the Contractor shall be provided by the Fuel Management Contractor through a designated Port Authority Contract Administrator. Authorization for all fueling transactions is processed by a central database using proprietary software. Fuel transactions are authorized individually at the time the vehicle card is swiped at the dispensing pump.

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

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

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

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

iii. In accordance with the provisions of Section 4(e) hereof, entitled "Billing and Payment", the Contractor shall submit to the Port Authority an invoice specifying the following with respect to all fuel purchased during the preceding weekly period: the amount of each type of fuel purchased, the price per gallon of each type of fuel (expressed in cents per gallon), the volume discount afforded the Port Authority, payable by the Port Authority to the Contractor. In addition the Contractor shall submit to the Port Authority a certified statement that all fuel for which the Port Authority has been billed has been used exclusively in providing the Service under this Agreement. The purchase of fuel must be a line item in the Unarmed, Security Guard Services invoice addressed to the Airport Managers.

Section 46. Strategic Partnership Measurement Program (SPMP)

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

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

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

The Contractor shall present the results of its metric analysis to the Airport Security Manager and the Port Authority's Chief Security Officer or his/her duly authorized representative, on a quarterly basis (or more frequently if determined by the Port Authority) throughout the term of the Contract. Where the SPMP report reveals areas wherein the Contractor is not in compliance with performance

specifications, a corrective action plan shall be required of the Contractor. The corrective action plan shall be presented to the Port Authority within fifteen (15) days of the SPMP review for approval, and shall indicate specific corrective action to be taken regarding the deficiency, the responsible party, and a timeline for completion.

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

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

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

Section 47. Miscellaneous

The captions, if any, in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions and terms hereof.

Wherever, under this Contract, written direction or prior written approval or consent is required, such direction, approval or consent may at any time and from time to time be prospectively withdrawn or modified by written notice, in the sole discretion of the Port Authority.

Section 48. SWF and TEB As-Needed

While service at Contract commencement date is not currently required at the following locations (other than the Security Operations Center Agent for Teterboro), the Contractor may be required to provide guards at Teterboro and Stewart International Airports on an as-needed basis in accordance with the requirements set forth below.

Teterboro Airport

The Contractor may be notified at any time that it may be required to provide services at Teterboro Airport. Those services will be consistent with the positions set forth herein, and shall follow the same personnel and other requirements applicable herein to guards and services provided at Newark International Airport unless the Airport Manager deems otherwise. The Contractor shall supply the personnel, materials and equipment required at Teterboro by the Airport Manager within twenty four (24) hours following the receipt of written or verbal notice from the Airport Manager, or in the case of an emergency as determined by the

Airport Manager, within four (4) hours following the receipt by the Contractor of the Airport Manager's written or oral notification. Where oral notification is provided hereunder, the Airport Manager shall thereafter confirm the same in writing. Services performed at Teterboro Airport shall be billed to the Port Authority at the same rates as those charged for identical staff working at Newark International Airport.

Stewart International Airport

The Contractor may be notified at any time that it may be required to provide services at Stewart International Airport. Those services will be consistent with the positions set forth herein, and shall follow the same personnel and other requirements applicable herein to guards and services provided at John F. Kennedy International and LaGuardia Airports unless the Airport Manager deems otherwise. The Contractor shall supply the personnel, materials and equipment required at Stewart by the Airport Manager within twenty four (24) hours following the receipt of written or verbal notice from the Airport Manager, or in the case of an emergency as determined by the Airport Manager, within four (4) hours following the receipt by the Contractor of the Airport Manager's written or oral notification. Where oral notification is provided hereunder, the Airport Manager shall thereafter confirm the same in writing. Services performed at Stewart Airport shall be billed to the Port Authority at the same rates as those charged for identical staff working at John F. Kennedy International and LaGuardia Airports.

Section 49. Additional Background Screening Requirements

The Contractor awarded this contract may 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. Costs associated with background checks for staff that are rejected for a credential for any reason are not reimbursable.

Section 50. Entire Agreement

The Contract consists of the following: Part I, Sections 1 through 50, inclusive, Part II, and Exhibit 1, 2, 3, 4, 5, 6, 7, 8 and Attachments A through J.

It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressly in writing in this Contract.

ATTACHMENT B - PART II – STANDARD CONTRACT TERMS AND CONDITIONS

PART II - STANDARD CONTRACT TERMS AND CONDITIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically

acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

7. Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements is not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 - 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 - 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 - 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 - 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 - 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe

manner.

- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious

damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as “Intellectual Property Rights”, in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor’s or Port Authority’s use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by

the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor’s personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Contractor/ Subcontractor identity checks and background screening

The Port Authority’s designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff’s name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor’s staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

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 and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). 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 for more information and the latest pricing. 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.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be

provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor’s performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

- | | |
|----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Christmas Day | |

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled “Personnel Requirements” in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor’s receipt of the Manager’s request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. General Uniform Requirements for Contractor’s Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor’s identification badge with picture ID bearing the employee’s name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

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

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. M/WBE Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as herein defined, in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at <http://www.panynj.gov/business-opportunities/supplier-diversity.html> or by contacting the Port Authority's Office of Business Diversity and Civil Rights at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business Diversity and Civil Rights, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business Diversity and Civil Rights, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a

subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation,

- communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
 - c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
 - d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
 - e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
 - f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
 - g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

- * if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- * if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement that sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the

Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, The Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or

sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain

disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

ATTACHMENT C – Cost Proposal Forms

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

TOTAL ESTIMATED CONTRACT PRICE SUMMARY SHEET

Uniformed, Unarmed Security Guard Services

(Aug. 1, 2013 to Jul. 31, 2017)

Year One (Aug. 1, 2013 to Jul. 31, 2014)

Estimated Annual Contract Cost - EWR	=	\$ _____	(A)
Estimated Annual Contract Cost - JFK	=	_____	(B)
Estimated Annual Contract Cost - LGA	=	\$ _____	(C)
Estimated Annual Contract Cost - TEB	=	\$ _____	(D)
Estimated Annual Contract Cost - SWF	=	\$ _____	(E)
Background Screening Allotment	=	<u>\$41,000.00</u>	(F)

Estimated Annual Contract Price - First Year of the Contract (A) + (B) + (C) + (D) + (E) + (F) = \$ _____ (1)

Year Two (Aug. 1, 2014 to Jul. 31, 2015)

Estimated Annual Contract Cost - EWR	=	\$ _____	(A)
Estimated Annual Contract Cost - JFK	=	\$ _____	(B)
Estimated Annual Contract Cost - LGA	=	\$ _____	(C)
Estimated Annual Contract Cost - TEB	=	\$ _____	(D)
Estimated Annual Contract Cost - SWF	=	\$ _____	(E)
Background Screening Allotment	=	<u>\$41,000.00</u>	(F)

Estimated Annual Contract Price - Second Year of the Contract (A) + (B) + (C) + (D) + (E) + (F) = \$ _____ (2)

Year Three (Aug. 1, 2015 to Jul. 31, 2016)

Estimated Annual Contract Cost - EWR	=	\$ _____	(A)
Estimated Annual Contract Cost - JFK	=	_____ 0	(B)
Estimated Annual Contract Cost - LGA	=	\$ _____	(C)
Estimated Annual Contract Cost - TEB	=	\$ _____	(D)
Estimated Annual Contract Cost - SWF	=	\$ _____	(E)
Background Screening Allotment	=	<u>\$41,000.00</u>	(F)

Estimated Annual Contract Price - Third Year of the Contract (A) + (B) + (C) + (D) + (E) + (F) = \$ _____ (3)

Year Four (Aug. 1, 2016 to Jul. 31, 2017)

Estimated Annual Contract Cost - EWR	=	\$ _____	(A)
Estimated Annual Contract Cost - JFK	=	_____ 0	(B)
Estimated Annual Contract Cost - LGA	=	\$ _____	(C)
Estimated Annual Contract Cost - TEB	=	\$ _____	(D)
Estimated Annual Contract Cost - SWF	=	\$ _____	(E)
Background Screening Allotment	=	<u>\$41,000.00</u>	(F)

Estimated Annual Contract Price - Fourth Year of the Contract (A) + (B) + (C) + (D) + (E) + (F) = \$ _____ (4)

TOTAL ESTIMATED CONTRACT PRICE (1) + (2) + (3) + (4) = \$ _____ (5)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 EWR - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	238,507	x \$		A1 = \$	(1)
Part Time	59,627	x \$		B1 = \$	(2)
Total	298,134			FT (1) + PT (2) = \$	(1)
II. Lead Airport Security Agent (LASA)					
Full Time	11,542	x \$		C1 = \$	(1)
Part Time	100	x \$		D1 = \$	(2)
Total	11,642			FT (1) + PT (2) = \$	(II)
III. Airport Security Operations Center (SOC) Agent					
Full Time	18,895	x \$		E1 = \$	(1)
Part Time	100	x \$		F1 = \$	(2)
Total	18,995			FT (1) + PT (2) = \$	(III)
IV. Identification Office Specialist (IDOS)					
Full Time	24,937	x \$		G1 = \$	(1)
Part Time	100	x \$		H1 = \$	(2)
Total	25,037			FT (1) + PT (2) = \$	(IV)
V. Tour Supervisor (TS)					
Full Time	13,891	x \$		I1 = \$	(1)
Part Time	100	x \$		J1 = \$	(2)
Total	13,991			FT (1) + PT (2) = \$	(V)
Building One Security Specialist					
VI. Full Time	2,080	x \$		K1 = \$	(1)
Part Time	100	x \$		L1 = \$	(2)
Total	2,180			FT (1) + PT (2) = \$	(VI)
VII. Vehicle Charge					
Vehicle Charge	\$				
Total Annual Vehicle Charges					
	<u>Monthly Charge</u>		<u># of Vehicles</u>	<u># of Months</u>	<u>Annual Charge</u>
	\$	x	8 Jeeps	x 12	\$ (1)
	\$	x	4 Vans	x 12	\$ (2)
			Jeeps (1) + Vans (2)		\$ (VII)
VIII. Vehicle Charge					
Vehicle Charge	\$				
	<u>Daily Charge</u>		<u># of Days</u>	<u>Vehicle</u>	<u>Annual Charge</u>
	\$		60 days	Jeep	\$
	\$		30 days	Van	\$
			Jeep (1) + Van (2)		\$ (VIII)
IX. Management Fee:	\$		<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
			12	M1 = \$	(IX)

Estimated Annual Contract EWR - Year 1
 (I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) + (IX) = (X) = \$ _____ (X)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the, Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

*If Authority requires additional vehicles for less than a 28 day consecutive basis.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 EWR - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)				
Full Time	238,507	x \$	A2	= \$ (1)
Part Time	59,627	x \$	B2	= \$ (2)
Total	298,134		FT (1) + PT (2)	= \$ (I)
II. Lead Airport Security Agent (LASA)				
Full Time	11,542	x \$	C2	= \$ (1)
Part Time	100	x \$	D2	= \$ (2)
Total	11,642		FT (1) + PT (2)	= \$ (II)
III. Airport Security Operations Center (SOC) Agent				
Full Time	18,895	x \$	E2	= \$ (1)
Part Time	100	x \$	F2	= \$ (2)
Total	18,995		FT (1) + PT (2)	= \$ (III)
IV. Identification Office Specialist (IDOS)				
Full Time	24,937	x \$	G2	= \$ (1)
Part Time	100	x \$	H2	= \$ (2)
Total	25,037		FT (1) + PT (2)	= \$ (IV)
V. Tour Supervisor (TS)				
Full Time	13,891	x \$	I2	= \$ (1)
Part Time	100	x \$	J2	= \$ (2)
Total	13,991		FT (1) + PT (2)	= \$ (V)
Building One Security Specialist				
Full Time	2,080	x \$	K2	= \$ (1)
Part Time	100	x \$	L2	= \$ (2)
Total	2,180		FT (1) + PT (2)	= \$ (VI)
VII. Vehicle Charge				
	<u>Monthly Charge</u>		<u># of Vehicles</u>	<u># of Months</u>
	<u>Per Vehicle</u>			
	\$	x 8 Jeeps		x 12
	\$	x 4 Vans		x 12
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)	= \$ (VII)
VIII. Vehicle Charge				
	<u>Daily Charge</u>		<u># of Days</u>	<u>Vehicle</u>
	<u>Per Vehicle*</u>			
	\$	60 days		Jeep
	\$	30 days		Van
			Jeep (1) + Van (2)	= \$ (VIII)
IX. Management Fee:				
	<u>Monthly Charge</u>		<u># of Months</u>	<u>Annual Charge</u>
	\$		12	M2 = \$ (IX)

Estimated Annual Contract EWR - Year 2

(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) + (IX) = (X) = \$ _____ (X)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 EWR - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)				
Full Time	238,507	x \$	A3 = \$	(1)
Part Time	59,627	x \$	B3 = \$	(2)
Total	298,134		FT (1) + PT (2) = \$	(I)
II. Lead Airport Security Agent (LASA)				
Full Time	11,542	x \$	C3 = \$	(1)
Part Time	100	x \$	D3 = \$	(2)
Total	11,642		FT (1) + PT (2) = \$	(II)
III. Airport Security Operations Center (SOC) Agent				
Full Time	18,895	x \$	E3 = \$	(1)
Part Time	100	x \$	F3 = \$	(2)
Total	18,995		FT (1) + PT (2) = \$	(III)
IV. Identification Office Specialist (IDOS)				
Full Time	24,937	x \$	G3 = \$	(1)
Part Time	100	x \$	H3 = \$	(2)
Total	25,037		FT (1) + PT (2) = \$	(IV)
V. Tour Supervisor (TS)				
Full Time	13,891	x \$	I3 = \$	(1)
Part Time	100	x \$	J3 = \$	(2)
Total	13,991		FT (1) + PT (2) = \$	(V)
Building One Security Specialist				
VI. Full Time	2,080	x \$	K3 = \$	(1)
Part Time	100	x \$	L3 = \$	(2)
Total	2,180		FT (1) + PT (2) = \$	(VI)
VII. Vehicle Charge				
	<u>Monthly Charge</u>		<u># of Vehicles</u>	<u># of Months</u>
	<u>Per Vehicle</u>			
	\$	x 8 Jeeps	x 12	= \$ (1)
	\$	x 4 Vans	x 12	= \$ (2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)	= \$ (VII)
VIII. Vehicle Charge				
	<u>Daily Charge</u>			
	<u>Per Vehicle*</u>		<u># of Days</u>	<u>Vehicle</u>
	\$	60 days	Jeep	= \$
	\$	30 days	Van	= \$
			Jeep (1) + Van (2)	= (II)
IX. Management Fee:				
	<u>Monthly Charge</u>		<u># of Months</u>	<u>Annual Charge</u>
	\$	12	M3 = \$	(IX)

Estimated Annual Contract EWR - Year 3

(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) + (IX) = (X) = \$ _____ (X)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 EWR - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)				
Full Time	238,507	x \$	A4 = \$	(1)
Part Time	59,627	x \$	B4 = \$	(2)
Total	298,134		FT (1) + PT (2)	= \$ (I)
II. Lead Airport Security Agent (LASA)				
Full Time	11,542	x \$	C4 = \$	(1)
Part Time	100	x \$	D4 = \$	(2)
Total	11,642		FT (1) + PT (2)	= \$ (II)
III. Airport Security Operations Center (SOC) Agent				
Full Time	18,895	x \$	E4 = \$	(1)
Part Time	100	x \$	F4 = \$	(2)
Total	18,995		FT (1) + PT (2)	= \$ (III)
IV. Identification Office Specialist (IDOS)				
Full Time	24,937	x \$	G4 = \$	(1)
Part Time	100	x \$	H4 = \$	(2)
Total	25,037		FT (1) + PT (2)	= \$ (IV)
V. Tour Supervisor (TS)				
Full Time	13,891	x \$	I4 = \$	(1)
Part Time	100	x \$	J4 = \$	(2)
Total	13,991		FT (1) + PT (2)	= \$ (V)
Building One Security Specialist				
VI. Full Time	2,080	x \$	K4 = \$	(1)
Part Time	100	x \$	L4 = \$	(2)
Total	2,180		FT (1) + PT (2)	= \$ (VI)
VII. Vehicle Charge				
	<u>Monthly Charge</u>		<u># of Vehicles</u>	<u># of Months</u>
	<u>Per Vehicle</u>			
	\$	x 8 Jeeps	x 12	= \$ (1)
	\$	x 4 Vans	x 12	= \$ (2)
Total Annual Vehicle Charges		Jeeps (1) + Vans (2)		= \$ (VII)
VIII. Vehicle Charge				
	<u>Daily Charge</u>		<u># of Days</u>	<u>Vehicle</u>
	<u>Per Vehicle*</u>			
	\$	60 days	Jeep	= \$
	\$	30 days	Van	= \$
		Jeep (1) + Van (2)		= - (II)
IX. Management Fee:				
	<u>Monthly Charge</u>		<u># of Months</u>	<u>Annual Charge</u>
	\$		12	M4 = \$ (IX)

Estimated Annual Contract EWR - Year 4

(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) + (IX) = (X) = \$ _____ (X)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 JFK - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	410,274	x \$	_____	A1 = \$	_____ (1)
Part Time	102,569	x \$	_____	B1 = \$	_____ (2)
Total	512,843		FT (1) + PT (2)	= \$	_____ (I)
Lead Airport Security Agent (LASA)					
II. (LASA)					
Full Time	52,520	x \$	_____	C1 = \$	_____ (1)
Part Time	100	x \$	_____	D1 = \$	_____ (2)
Total	52,620		FT (1) + PT (2)	= \$	_____ (II)
Airport Security Operations					
III. Center (SOC) Agent					
Full Time	37,313	x \$	_____	E1 = \$	_____ (1)
Part Time	100	x \$	_____	F1 = \$	_____ (2)
Total	37,413		FT (1) + PT (2)	= \$	_____ (III)
Identification Office Specialist					
IV. (IDOS)					
Full Time	48,415	x \$	_____	G1 = \$	_____ (1)
Part Time	100	x \$	_____	H1 = \$	_____ (2)
Total	48,515		FT (1) + PT (2)	= \$	_____ (IV)
V. Tour Supervisor (TS)					
Full Time	24,715	x \$	_____	I1 = \$	_____ (1)
Part Time	100	x \$	_____	J1 = \$	_____ (2)
Total	24,815		FT (1) + PT (2)	= \$	_____ (V)

	<u>Monthly Charge Per Vehicle</u>		<u># of Vehicles</u>		<u>#of Months</u>		<u>Total Estimated Annual Cost</u>
VI. Vehicle Charge	\$ _____	x	40 Jeeps	x	12	= \$	_____ (1)
Vehicle Charge	\$ _____	x	10 Vans	x	12	= \$	_____ (2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			= \$	_____ (VI)

	<u>Daily Charge Per Vehicle*</u>		<u># of Days</u>		<u>Vehicle</u>		<u>Total Estimated Annual Cost</u>
VII. Vehicle Charge	\$ _____		60 days		Jeep	= \$	_____ (1)
Vehicle Charge	\$ _____		30 days		Van	= \$	_____ (2)
			Jeep (1) + Van (2)			= \$	_____ (V)

	<u>Monthly Charge</u>		<u># of Months</u>		<u>Total Estimated Annual Cost</u>
VIII Management Fee	\$ _____		12	M1 = \$	_____ VIII

Estimated Annual Contract JFK - Year 1
(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX) = _____ **(IX)**

drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the, Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

*If Authority requires additional vehicles for less than a 28 day consecutive basis.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 JFK - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	410,274	x \$	_____	A2 = \$	_____ (1)
Part Time	102,569	x \$	_____	B2 = \$	_____ (2)
Total	512,843		FT (1) + PT (2)	= \$	_____ (I)
Lead Airport Security Agent					
II. (LASA)					
Full Time	52,520	x \$	_____	C2 = \$	_____ (1)
Part Time	100	x \$	_____	D2 = \$	_____ (2)
Total	52,620		FT (1) + PT (2)	= \$	_____ (II)
Airport Security Operations					
III. Center (SOC) Agent					
Full Time	37,313	x \$	_____	E2 = \$	_____ (1)
Part Time	100	x \$	_____	F2 = \$	_____ (2)
Total	37,413		FT (1) + PT (2)	= \$	_____ (III)
Identification Office Specialist					
IV. (IDOS)					
Full Time	48,415	x \$	_____	G2 = \$	_____ (1)
Part Time	100	x \$	_____	H2 = \$	_____ (2)
Total	48,515		FT (1) + PT (2)	= \$	_____ (IV)
Tour Supervisor (TS)					
V. Tour Supervisor (TS)					
Full Time	24,715	x \$	_____	I2 = \$	_____ (1)
Part Time	100	x \$	_____	J2 = \$	_____ (2)
Total	24,815		FT (1) + PT (2)	= \$	_____ (V)

	<u>Monthly Charge Per Vehicle</u>		<u># of Vehicles</u>		<u># of Months</u>		<u>Total Estimated Annual Cost</u>
VI. Vehicle Charge	\$ _____	x	40 Jeeps	x	12	= \$	_____ (1)
Vehicle Charge	\$ _____	x	10 Vans	x	12	= \$	_____ (2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			= \$	_____ (VI)

	<u>Daily Charge Per Vehicle*</u>		<u># of Days</u>		<u>Vehicle</u>		<u>Total Estimated Annual Cost</u>
VII. Vehicle Charge	\$ _____		60 days		Jeep	= \$	_____ (1)
Vehicle Charge	\$ _____		30 days		Van	= \$	_____ (2)
			Jeep (1) + Van (2)			= \$	_____ (VII)

	<u>Monthly Charge</u>		<u># of Months</u>		<u>Total Estimated Annual Cost</u>
VIII Management Fee	\$ _____		12	M2 = \$	_____ VIII

Estimated Annual Contract JFK - Year 2
 (I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX) = _____ (IX)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 JFK - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>	
I. Airport Security Agents (ASA)						
Full Time	410,274	x \$	_____	A3 = \$	_____	(1)
Part Time	102,569	x \$	_____	B3 = \$	_____	(2)
Total	512,843		FT (1) + PT (2)	= \$	_____	(1)
Lead Airport Security Agent (LASA)						
Full Time	52,520	x \$	_____	C3 = \$	_____	(1)
Part Time	100	x \$	_____	D3 = \$	_____	(2)
Total	52,620		FT (1) + PT (2)	= \$	_____	(II)
Airport Security Operations Center (SOC) Agent						
Full Time	37,313	x \$	_____	E3 = \$	_____	(1)
Part Time	100	x \$	_____	F3 = \$	_____	(2)
Total	37,413		FT (1) + PT (2)	= \$	_____	(III)
Identification Office Specialist						
Full Time	48,415	x \$	_____	G3 = \$	_____	(1)
Part Time	100	x \$	_____	H3 = \$	_____	(2)
Total	48,515		FT (1) + PT (2)	= \$	_____	(IV)
Tour Supervisor (TS)						
Full Time	24,715	x \$	_____	I3 = \$	_____	(1)
Part Time	100	x \$	_____	J3 = \$	_____	(2)
Total	24,815		FT (1) + PT (2)	= \$	_____	(V)

	<u>Monthly Charge Per Vehicle</u>		<u># of Vehicles</u>		<u># of Months</u>		<u>Total Estimated Annual Cost</u>	
VI. Vehicle Charge	\$	x	40 Jeeps		x 12	= \$	_____	(1)
Vehicle Charge	\$	x	10 Vans		x 12	= \$	_____	(2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			= \$	_____	(VI)

	<u>Daily Charge Per Vehicle*</u>		<u># of Days</u>		<u>Vehicle</u>		<u>Total Estimated Annual Cost</u>	
VII. Vehicle Charge	\$		60 days		Jeep	= \$	_____	(1)
Vehicle Charge	\$		30 days		Van	= \$	_____	(2)
			Jeep (1) + Van (2)			= \$	_____	(VII)

	<u>Monthly Charge</u>		<u># of Months</u>		<u>Total Estimated Annual Cost</u>	
VIII Management Fee	\$		12	M3 = \$	_____	(VIII)

Estimated Annual Contract JFK - Year 3
 (I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX) = _____ (IX)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 JFK - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	410,274	x	\$ _____	A4 =	\$ _____ (1)
Part Time	102,569	x	\$ _____	B4 =	\$ _____ (2)
Total	512,843		FT (1) + PT (2)	=	\$ _____ (I)
Lead Airport Security Agent (LASA)					
Full Time	52,520	x	\$ _____	C4 =	\$ _____ (1)
Part Time	100	x	\$ _____	D4 =	\$ _____ (2)
Total	52,620		FT (1) + PT (2)	=	\$ _____ (II)
Airport Security Operations Center (SOC) Agent					
Full Time	37,313	x	\$ _____	E4 =	\$ _____ (1)
Part Time	100	x	\$ _____	F4 =	\$ _____ (2)
Total	37,413		FT (1) + PT (2)	=	\$ _____ (III)
Identification Office Specialist (IDOS)					
Full Time	48,415	x	\$ _____	G4 =	\$ _____ (1)
Part Time	100	x	\$ _____	H4 =	\$ _____ (2)
Total	48,515		FT (1) + PT (2)	=	\$ _____ (IV)
Tour Supervisor (TS)					
Full Time	24,715	x	\$ _____	I4 =	\$ _____ (1)
Part Time	100	x	\$ _____	J4 =	\$ _____ (2)
Total	24,815		FT (1) + PT (2)	=	\$ _____ (V)

	<u>Monthly Charge Per Vehicle</u>		<u># of Vehicles</u>		<u># of Months</u>		<u>Total Estimated Annual Cost</u>
VI. Vehicle Charge	\$ _____	x	40 Jeeps	x	12	=	\$ _____ (1)
Vehicle Charge	\$ _____	x	10 Vans	x	12	=	\$ _____ (2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)			=	\$ _____ (VI)

	<u>Daily Charge Per</u>		<u># of Days</u>		<u>Vehicle</u>		<u>Total Estimated</u>
VII. Vehicle Charge	\$ _____		60 days		Jeep	=	\$ _____ (1)
Vehicle Charge	\$ _____		30 days		Van	=	\$ _____ (2)
			Jeep (1) + Van (2)			=	\$ _____ (VI)

	<u>Monthly Charge</u>		<u># of Months</u>		<u>Total Estimated Annual Cost</u>
VIII. Management Fee	\$ _____		12	M4 =	\$ _____ VIII

Estimated Annual Contract JFK - Year 4
 (I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX) = _____ (IX)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 LGA - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	186,249	x	\$ _____	A1 =	\$ _____ (1)
Part Time	20,694	x	\$ _____	B1 =	\$ _____ (2)
Total	206,943		FT (1) + PT (2)	=	\$ _____ (I)
Lead Airport Security Agent (LASA)					
Full Time	2,227	x	\$ _____	C1 =	\$ _____ (1)
Part Time	100	x	\$ _____	D1 =	\$ _____ (2)
Total	2,327		FT (1) + PT (2)	=	\$ _____ (II)
III. Airport Security Operations Center (SOC) Agent					
Full Time	18,879	x	\$ _____	E1 =	\$ _____ (1)
Part Time	100	x	\$ _____	F1 =	\$ _____ (2)
Total	18,979		FT (1) + PT (2)	=	\$ _____ (III)
IV. Identification Office Specialist (IDOS)					
Full Time	15,590	x	\$ _____	G1 =	\$ _____ (1)
Part Time	100	x	\$ _____	H1 =	\$ _____ (2)
Total	15,690		FT (1) + PT (2)	=	\$ _____ (IV)
V. Tour Supervisor (TS)					
Full Time	20,650	x	\$ _____	I1 =	\$ _____ (1)
Part Time	100	x	\$ _____	J1 =	\$ _____ (2)
Total	20,750		FT (1) + PT (2)	=	\$ _____ (V)
VI. Vehicle Charge					
	<u>Month Charge Per Vehicle</u>		<u># of Vehicles</u>	<u># of Months</u>	<u>Annual Charge</u>
Vehicle Charge	\$ _____	x	2 Jeeps	x 12	= \$ _____ (1)
Vehicle Charge	\$ _____	x	6 Vans	x 12	= \$ _____ (2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)		= \$ _____ (VI)
VII. Vehicle Charge					
	<u>Daily per Vehicle Charge*</u>		<u># of Days</u>	<u>Vehicle</u>	<u>Annual Charge</u>
Vehicle Charge	\$ _____		60 days	Jeep	= \$ _____ (1)
Vehicle Charge	\$ _____		20 days	Van	= \$ _____ (2)
			Jeep (1) + Van (2)		# _____ (VII)
VIII. Management Fee:					
	<u>Monthly Charge</u>		<u># of Months</u>		<u>Annual Charge</u>
	\$ _____		12	M1 =	\$ _____ (VIII)

Estimated Annual Contract LGA - Year 1
(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX) = \$ _____ (IX)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

*If Authority requires additional vehicles for less than a 28 day consecutive basis.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 LGA - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	186,249	x \$	_____	A2 = \$	_____ (1)
Part Time	20,694	x \$	_____	B2 = \$	_____ (2)
Total	206,943		FT (1) + PT (2)	= \$	_____ (1)
Lead Airport Security Agent (LASA)					
Full Time	2,227	x \$	_____	C2 = \$	_____ (1)
Part Time	100	x \$	_____	D2 = \$	_____ (2)
Total	2,327		FT (1) + PT (2)	= \$	_____ (II)
Airport Security Operations Center (SOC) Agent					
Full Time	18,879	x \$	_____	E2 = \$	_____ (1)
Part Time	100	x \$	_____	F2 = \$	_____ (2)
Total	18,979		FT (1) + PT (2)	= \$	_____ (III)
Identification Office Specialist (IDOS)					
Full Time	15,590	x \$	_____	G2 = \$	_____ (1)
Part Time	100	x \$	_____	H2 = \$	_____ (2)
Total	15,690		FT (1) + PT (2)	= \$	_____ (IV)
Tour Supervisor (TS)					
Full Time	20,650	x \$	_____	I2 = \$	_____ (1)
Part Time	100	x \$	_____	J2 = \$	_____ (2)
Total	20,750		FT (1) + PT (2)	= \$	_____ (V)
VI. Vehicle Charge	\$ _____	x	<u>Month Charge Per Vehicle</u>		
Vehicle Charge	\$ _____	x	<u># of Vehicles</u>		
Total Annual Vehicle Charges			<u># of Months</u>	=	<u>Annual Charge</u>
			2 Jeeps x 12	= \$	_____ (1)
			6 Vans x 12	= \$	_____ (2)
			Jeeps (1) + Vans (2)	= \$	_____ (VI)
VII. Vehicle Charge	\$ _____		<u>Daily per Vehicle Charge*</u>		
Vehicle Charge	\$ _____		<u># of Days</u>		
Vehicle Charge	\$ _____		<u>Vehicle</u>	=	<u>Annual Charge</u>
			60 days Jeep	= \$	_____ (1)
			20 days Van	= \$	_____ (2)
			Jeep (1) + Van (2)	#	_____ (VII)
VIII. Management Fee:	\$ _____		<u>Monthly Charge</u>		
			<u># of Months</u>		
			12	M2 = \$	_____ (VIII)
Estimated Annual Contract LGA - Year 2					
(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX)				= \$	_____ (IX)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 LGA - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	186,249	x \$	_____	A3 = \$	_____ (1)
Part Time	20,694	x \$	_____	B3 = \$	_____ (2)
Total	206,943		FT (1) + PT (2)	= \$	_____ (1)
Lead Airport Security Agent (LASA)					
Full Time	2,227	x \$	_____	C3 = \$	_____ (1)
Part Time	100	x \$	_____	D3 = \$	_____ (2)
Total	2,327		FT (1) + PT (2)	= \$	_____ (II)
III. Airport Security Operations Center (SOC) Agent					
Full Time	18,879	x \$	_____	E3 = \$	_____ (1)
Part Time	100	x \$	_____	F3 = \$	_____ (2)
Total	18,979		FT (1) + PT (2)	= \$	_____ (III)
IV. Identification Office Specialist (IDOS)					
Full Time	15,590	x \$	_____	G3 = \$	_____ (1)
Part Time	100	x \$	_____	H3 = \$	_____ (2)
Total	15,690		FT (1) + PT (2)	= \$	_____ (IV)
V. Tour Supervisor (TS)					
Full Time	20,650	x \$	_____	I3 = \$	_____ (1)
Part Time	100	x \$	_____	J3 = \$	_____ (2)
Total	20,750		FT (1) + PT (2)	= \$	_____ (V)
VI. Vehicle Charge					
Vehicle Charge	\$ _____	x	2 Jeeps	x 12	= \$ _____ (1)
Vehicle Charge	\$ _____	x	6 Vans	x 12	= \$ _____ (2)
Total Annual Vehicle Charges			Jeeps (1) + Vans (2)		= \$ _____ (VI)
VII. Vehicle Charge					
Vehicle Charge	\$ _____		<u>Daily per Vehicle Charge*</u>	<u># of Days</u>	<u>Vehicle</u>
Vehicle Charge	\$ _____				<u>Annual Charge</u>
			60 days	Jeep	= \$ _____ (1)
			20 days	Van	= \$ _____ (2)
			Jeep (1) + Van (2)	#	_____ (VII)
VIII. Management Fee:					
	\$ _____		<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
				12	M3 = \$ _____ (VIII)
Estimated Annual Contract LGA - Year 3					
(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX)					= \$ _____ (IX)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 LGA - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>	
I. Airport Security Agents (ASA)						
Full Time	186,249	x \$	_____	A4 = \$	_____ (1)	
Part Time	20,694	x \$	_____	B4 = \$	_____ (2)	
Total	206,943		FT (1) + PT (2)	= \$	_____ (1)	
Lead Airport Security Agent (LASA)						
Full Time	2,227	x \$	_____	C4 = \$	_____ (1)	
Part Time	100	x \$	_____	D4 = \$	_____ (2)	
Total	2,327		FT (1) + PT (2)	= \$	_____ (II)	
Airport Security Operations Center (SOC) Agent						
Full Time	18,879	x \$	_____	E4 = \$	_____ (1)	
Part Time	100	x \$	_____	F4 = \$	_____ (2)	
Total	18,979		FT (1) + PT (2)	= \$	_____ (III)	
Identification Office Specialist (IDOS)						
Full Time	15,590	x \$	_____	G4 = \$	_____ (1)	
Part Time	100	x \$	_____	H4 = \$	_____ (2)	
Total	15,690		FT (1) + PT (2)	= \$	_____ (IV)	
Tour Supervisor (TS)						
Full Time	20,650	x \$	_____	I4 = \$	_____ (1)	
Part Time	100	x \$	_____	J4 = \$	_____ (2)	
Total	20,750		FT (1) + PT (2)	= \$	_____ (V)	
VI. Vehicle Charge	\$ _____	x	<u>Month Charge Per Vehicle</u>	<u># of Vehicles</u>	<u># of Months</u>	= \$ _____ (1)
Vehicle Charge	\$ _____	x		2 Jeeps	x 12	= \$ _____ (1)
Vehicle Charge	\$ _____	x		6 Vans	x 12	= \$ _____ (2)
Total Annual Vehicle Charges				Jeeps (1) + Vans (2)		= \$ _____ (VI)
VII. Vehicle Charge	\$ _____		<u>Daily per Vehicle Charge*</u>	<u># of Days</u>	<u>Vehicle</u>	= \$ _____ (1)
Vehicle Charge	\$ _____			60 days	Jeep	= \$ _____ (1)
Vehicle Charge	\$ _____			20 days	Van	= \$ _____ (2)
				Jeep (1) + Van (2)	#	= \$ _____ (VII)
VIII. Management Fee:	\$ _____		<u>Monthly Charge</u>	<u># of Months</u>		= \$ _____ (VIII)
				12	M4 = \$	_____ (VIII)
Estimated Annual Contract LGA - Year 4						
(I) + (II) + (III) + (IV) + (V) + (VI) + (VII) + (VIII) = (IX)						= \$ _____ (IX)

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 TEB - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Title</u>	<u>Estimated Annual Hours</u>	<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)			
Full Time	13,235	x \$ _____ = A1	\$ _____ (1)
Part Time	100	x \$ _____ = B1	\$ _____ (2)
Total	13,335	FT (1) + PT (2) =	\$ _____ (I)
Lead Airport Security Agent			
II. (LASA)			
Full Time	4,412	x \$ _____ = C1	\$ _____ (1)
Part Time	100	x \$ _____ = D1	\$ _____ (2)
Total	4,512	FT (1) + PT (2) =	\$ _____ (II)
Airport Security Operations			
III. Center (SOC) Agent			
Full Time	9,410	x \$ _____ = E1	\$ _____ (1)
Part Time	100	x \$ _____ = F1	\$ _____ (2)
Total	9,510	FT (1) + PT (2) =	\$ _____ (III)
IV. Management Fee:			
	<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
	\$ _____	12	= M1 \$ _____ (IV)
Estimated Annual Contract TEB - Year 1			
(I) + (II) + (III) + (IV) = (V)			= \$ _____ (V)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 TEB - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Title</u>	<u>Estimated Annual Hours</u>	<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)			
Full Time	13,235	x \$ _____ = A2	\$ _____ (1)
Part Time	100	x \$ _____ = B2	\$ _____ (2)
Total	13,335	FT (1) + PT (2) =	\$ _____ (I)
Lead Airport Security Agent			
II. (LASA)			
Full Time	4,412	x \$ _____ = C2	\$ _____ (1)
Part Time	100	x \$ _____ = D2	\$ _____ (2)
Total	4,512	FT (1) + PT (2) =	\$ _____ (II)
Airport Security Operations			
III. Center (SOC) Agent			
Full Time	9,410	x \$ _____ = E2	\$ _____ (1)
Part Time	100	x \$ _____ = F2	\$ _____ (2)
Total	9,510	FT (1) + PT (2) =	\$ _____ (III)
IV. Management Fee:			
	<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
	\$ _____	12	\$ _____ (IV)
Estimated Annual Contract TEB - Year 2			
(I) + (II) + (III) + (IV) = (V)			\$ _____ (V)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 TEB - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Title</u>	<u>Estimated Annual Hours</u>	<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)			
Full Time	13,235	x \$ _____ = A3	\$ _____ (1)
Part Time	100	x \$ _____ = B3	\$ _____ (2)
Total	13,335	FT (1) + PT (2) =	\$ _____ (I)
Lead Airport Security Agent			
II. (LASA)			
Full Time	4,412	x \$ _____ = C3	\$ _____ (1)
Part Time	100	x \$ _____ = D3	\$ _____ (2)
Total	4,512	FT (1) + PT (2) =	\$ _____ (II)
Airport Security Operations			
III. Center (SOC) Agent			
Full Time	9,410	x \$ _____ = E3	\$ _____ (1)
Part Time	100	x \$ _____ = F3	\$ _____ (2)
Total	9,510	FT (1) + PT (2) =	\$ _____ (III)
IV. Management Fee:			
	<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
	\$ _____	12	\$ _____ (IV)
Estimated Annual Contract TEB - Year 3			
(I) + (II) + (III) + (IV) = (V)			= \$ _____ (V)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 TEB - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	13,235	x	\$ _____	= A4	\$ _____ (1)
Part Time	100	x	\$ _____	= B4	\$ _____ (2)
Total	13,335		FT (1) + PT (2)	=	\$ _____ (I)
Lead Airport Security Agent					
II. (LASA)					
Full Time	4,412	x	\$ _____	= C4	\$ _____ (1)
Part Time	100	x	\$ _____	= D4	\$ _____ (2)
Total	4,512		FT (1) + PT (2)	=	\$ _____ (II)
Airport Security Operations					
III. Center (SOC) Agent					
Full Time	9,410	x	\$ _____	= E4	\$ _____ (1)
Part Time	100	x	\$ _____	= F4	\$ _____ (2)
Total	9,510		FT (1) + PT (2)	=	\$ _____ (III)
			<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
IV. Management Fee:		\$	_____	12	= M4 \$ _____ (IV)
Estimated Annual Contract TEB - Year 4					
(I) + (II) + (III) + (IV) = (V)					= \$ _____ (V)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 SWF - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)				A1	
Full Time	13,235	x \$	_____	B1	= \$ _____ (1)
Part Time	100	x \$	_____		= \$ _____ (2)
Total	13,335		FT (1) + PT (2)		= \$ _____ (I)
Lead Airport Security Agent (LASA)				C1	
Full Time	4,412	x \$	_____	D1	= \$ _____ (1)
Part Time	100	x \$	_____		= \$ _____ (2)
Total	4,512		FT (1) + PT (2)		= \$ _____ (II)
III. Management Fee:		<u>Monthly Charge</u>	<u># of Months</u>		<u>Annual Charge</u>
		\$ _____	12	M1	= \$ _____ (III)
Estimated Annual Contract SWF - Year 1					
(I) + (II) + (III) = (IV)					= \$ _____ (IV)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 SWF - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Title</u>	<u>Estimated Annual Hours</u>	<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)			
Full Time	13,235	x \$ _____	A2 = \$ _____ (1)
Part Time	100	x \$ _____	B2 = \$ _____ (2)
Total	13,335	FT (1) + PT (2)	= \$ _____ (I)
 Lead Airport Security Agent			
II. (LASA)			
Full Time	4,412	x \$ _____	C2 = \$ _____ (1)
Part Time	100	x \$ _____	D2 = \$ _____ (2)
Total	4,512	FT (1) + PT (2)	= \$ _____ (II)
 III. Management Fee:			
	<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
	\$ _____	12	= \$ _____ (III)
			M2
Estimated Annual Contract SWF - Year 2			
(I) + (II) + (III) = (IV)			= \$ _____ (IV)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the, Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

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Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 SWF - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Title</u>	<u>Estimated Annual Hours</u>	<u>Hourly Rate</u>	<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)			
Full Time	13,235	x \$ _____ A3	= \$ _____ (1)
Part Time	100	x \$ _____ B3	= \$ _____ (2)
Total	13,335	FT (1) + PT (2)	= \$ _____ (I)
 Lead Airport Security Agent			
II. (LASA)			
Full Time	4,412	x \$ _____ C3	= \$ _____ (1)
Part Time	100	x \$ _____ D3	= \$ _____ (2)
Total	4,512	FT (1) + PT (2)	= \$ _____ (II)
 III. Management Fee:			
	<u>Monthly Charge</u>	<u># of Months</u>	<u>Annual Charge</u>
	\$ _____	12	= \$ _____ (III)
		M3	
Estimated Annual Contract SWF - Year 3			
(I) + (II) + (III) = (IV)			= \$ _____ (IV)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the, Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

Attachment C - Cost Proposal Forms

Company Name: _____

Date: _____

COST PROPOSAL FORM
Uniformed, Unarmed Security Guard Services
 SWF - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Title</u>	<u>Estimated Annual Hours</u>		<u>Hourly Rate</u>		<u>Total Estimated Annual Cost</u>
I. Airport Security Agents (ASA)					
Full Time	13,235	x	\$ _____	A4 =	\$ _____ (1)
Part Time	100	x	\$ _____	B4 =	\$ _____ (2)
Total	13,335		FT (1) + PT (2)	=	\$ _____ (I)
 Lead Airport Security Agent					
II. (LASA)					
Full Time	4,412	x	\$ _____	C4 =	\$ _____ (1)
Part Time	100	x	\$ _____	D4 =	\$ _____ (2)
Total	4,512		FT (1) + PT (2)	=	\$ _____ (II)
 III. Management Fee:					
			<u>Monthly Charge</u>		<u>Annual Charge</u>
			\$ _____		\$ _____ (III)
			# of Months		
			12		
				M4	
Estimated Annual Contract SWF - Year 4					
(I) + (II) + (III) = (IV)					= \$ _____ (IV)

Please note: No direct reimbursement is provided in the Contract for, subject but not limited to, maintenance of vehicles, drivers of vehicles, maintenance staff, uniforms, office clerical staff, office supplies, office telephone service, etc., and accordingly the, Contractor should consider these costs in determining its hourly charges and Management Fees which includes all salaried positions including but not limited to Office Manager, Identification Office Manager, Assistant Project Manager, Project Manager, Human Resources Assistant, and Human Resources Manager. Also in computing the hourly charges, please refer to Attachment B - Contract Specific Terms and Conditions, Section 12 entitled "Wages Health and Supplemental Benefits."

The quantities set forth in the Cost Proposal Forms 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.

ATTACHMENT D – Hourly Rate Calculation Forms

Attachment D - Hourly Rate Calculation Form

INSTRUCTIONS FOR AVERAGE HOURLY RATE CALCULATION FORM

Attached are the “Average Hourly Rate Calculation” forms for the enumerated hourly positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A 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 or Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, “Wages, Health and Supplemental Benefits” or the terms and conditions of the subject Contract.

Failure to transpose accurately the hourly rate (the total of Items 1 through 5) onto the Cost Proposal Forms may subject your Proposal to be considered non-responsive.

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Agent (ASA)
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____		\$ _____	
Other Supplemental Benefits (Specify)	\$ _____		\$ _____	
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(A1)	\$ _____	(B1)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Agent (ASA)
 Year 2 (Aug. 1, 2014 to Jul. 28, 2015)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(A2)	\$ _____	(B2)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Agent (ASA)
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(A3)	\$ _____	(B3)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Agent (ASA)
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(A4)	\$ _____	(B4)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Lead Airport Security Agent (LASA)
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(C1)	\$ _____	(D1)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Lead Airport Security Agent (LASA)
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(C2)	\$ _____	(D2)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Lead Airport Security Agent (LASA)
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(C3)	\$ _____	(D3)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Lead Airport Security Agent (LASA)
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(C4)	\$ _____	(D4)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Operations Center (SOC) Agent
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(E1)	\$ _____	(F1)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Operations Center (SOC) Agent
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(E2)	\$ _____	(F2)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Operations Center (SOC) Agent
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(E3)	\$ _____	(F3)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Airport Security Operations Center (SOC) Agent
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(E4)	\$ _____	(F4)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Specialist (IDOS)
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(G1)	\$ _____	(H1)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Specialist (IDOS)
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(G2)	\$ _____	(H2)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Specialist (IDOS)
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(G3)	\$ _____	(H3)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Specialist (IDOS)
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(G4)	\$ _____	(H4)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Tour Supervisor (TS)
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(I1)	\$ _____	(J1)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Tour Supervisor (TS)
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(I2)	\$ _____	(J2)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Tour Supervisor (TS)
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(I3)	\$ _____	(J3)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Tour Supervisor (TS)
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(I4)	\$ _____	(J4)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Building One Security Professional (BOSP) - EWR Only
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(K1)	\$ _____	(L1)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Building One Security Professional (BOSP) - EWR Only
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____ (K2)		\$ _____ (L2)	

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Building One Security Professional (BOSP) - EWR Only
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(K3)	\$ _____	(L3)

Attachment D - Hourly Rate Calculation Form

Company Name: _____

Date: _____

HOURLY RATE CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Building One Security Professional (BOSP) - EWR Only
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

	Full-Time Employees		Part-Time Employees	
<u>Item #1: Average Hourly Direct Wages</u>	\$ _____	item 1	\$ _____	item 1
<u>Item #2: Average Health Benefits</u>	\$ _____	item 2	\$ _____	item 2
<u>Item #3: Average Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided		Number of Days Provided
Holiday Allowance	\$ _____	_____	\$ _____	_____
Vacation Allowance	\$ _____	_____	\$ _____	_____
Sick Time Allowance	\$ _____	_____	\$ _____	_____
Pension	\$ _____	_____	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	_____	\$ _____	_____
Total (Item #3)	\$ _____		\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)				
F.I.C.A.	\$ _____		\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____		\$ _____	
F.U.I.	\$ _____		\$ _____	
Workers' Compensation	\$ _____		\$ _____	
General Liability Insurance	\$ _____		\$ _____	
Disability Insurance	\$ _____		\$ _____	
Other Taxes and Insurance (Specify)	\$ _____		\$ _____	
Total (Item #4)	\$ _____		\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)				
Uniforms	\$ _____		\$ _____	
Equipment	\$ _____		\$ _____	
Materials	\$ _____		\$ _____	
Supplies	\$ _____		\$ _____	
Relief	\$ _____		\$ _____	
Roll Call	\$ _____		\$ _____	
Other Components (Specify)	\$ _____		\$ _____	
Total (Item #5)	\$ _____		\$ _____	
General Administrative Costs, Overhead and Profit	\$ _____		\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	(K4)	\$ _____	(L4)

ATTACHMENT E. Annual Salary Calculation Forms

ATTACHMENT E - ANNUAL SALARY CALCULATION FORM

INSTRUCTIONS FOR CALCULATION OF RATE FOR ANNUAL SALARIED POSITIONS FORMS

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 “Annual Salary Calculation” forms for the enumerated salaried positions under this Contract, for each year of the Base Term. A separate form is required for each salaried employee category at each facility for each of the 4 years. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Assistant - EWR only
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components	\$ _____	
(Specify)	_____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Assistant - EWR only
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Assistant - EWR only
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Assistant - EWR only
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Manager - JFK and LGA
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Manager - JFK and LGA
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Manager - JFK and LGA
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Human Resources Manager - JFK and LGA
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Office Manager
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Office Manager
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Office Manager
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Office Manager
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Manager
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Manager
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Manager
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Identification Office Manager
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Assistant Project Manager
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Assistant Project Manager
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Assistant Project Manager
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Assistant Project Manager
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Project Manager
 Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Project Manager
 Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Project Manager
 Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

Attachment E - Annual Salary Calculation Form

Company Name: _____

Date: _____

ANNUAL SALARY CALCULATION FORM
Uniformed, Unarmed Security Guard Services
Project Manager
 Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

<u>Item #1: Minimum Direct Salary</u>	\$ _____	item 1
<u>Item #2: Health Benefits</u>	\$ _____	item 2
<u>Item #3: Supplemental Benefits</u> (Items Not Required By Law)		Number of Days Provided
Holiday Allowance	\$ _____	_____
Vacation Allowance	\$ _____	_____
Sick Time Allowance	\$ _____	_____
Pension	\$ _____	_____
Other Supplemental Benefits (Specify)	\$ _____	
Total (Item #3)	\$ _____	
<u>Item #4: Taxes and Insurance</u> (Item Required By Law)		
F.I.C.A.	\$ _____	
N.Y.S.U.I./N.J.S.U.I.	\$ _____	
F.U.I.	\$ _____	
Workers' Compensation	\$ _____	
General Liability Insurance	\$ _____	
Disability Insurance	\$ _____	
Other Taxes and Insurance (Specify)	\$ _____	
Total (Item #4)	\$ _____	
<u>Item #5: Additional Components</u> (If Applicable)		
SWAC	\$ _____	
Equipment	\$ _____	
Materials	\$ _____	
Supplies	\$ _____	
Other Components (Specify)	\$ _____	
Total (Item #5)	\$ _____	
Total (Items #1, 2, 3, 4 & 5)	\$ _____	

ATTACHMENT F. Monthly Management Fee Calculation Forms

ATTACHMENT F - MONTHLY MANAGEMENT FEE CALCULATION FORMS

The Monthly Management Fee Calculation Breakdown Forms shall include the estimated and known costs and components that comprise the Proposer's Monthly Management Fee. The categories included on the sheets are only suggestions and the Proposer should supplement where appropriate. The Port Authority will not provide additional compensation beyond what is submitted on the Cost Proposal Form(s) for items not included in the Management Fee Calculation Forms. The Contractor is solely responsible for unforeseen and unexpected costs or increases in prices.

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

EWR - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M1
(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)		

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

EWR - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M2

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

EWR - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M3

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

EWR - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M4
(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)		

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

JFK - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M1

Form)

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

JFK - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M2

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

JFK - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M3

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

JFK - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M4

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

LGA - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M1
(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)		

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

LGA - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M2
(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)		

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

LGA - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M3

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

LGA - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Office Manager	\$ _____	\$ _____
2) Identification Office Manager	\$ _____	\$ _____
3) Assistant Project Manager	\$ _____	\$ _____
4) Project Manager	\$ _____	\$ _____
5) Human Resources Manager	\$ _____	\$ _____
6) Human Resources Assistant	\$ _____	\$ _____
7) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M4

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

TEB - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M1

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

TEB - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M2

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

TEB - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M3

Form)

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Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

TEB - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M4

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

SWF - Year 1 (Aug. 1, 2013 to Jul. 31, 2014)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M1

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

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Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

SWF - Year 2 (Aug. 1, 2014 to Jul. 31, 2015)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M2

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

SWF - Year 3 (Aug. 1, 2015 to Jul. 31, 2016)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M3

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

Attachment F - Monthly Management Fee Calculation Form

Company Name: _____

Date: _____

MONTHLY MANAGEMENT FEE CALCULATION

Unarmed, Uniformed Security Guard Services

SWF - Year 4 (Aug. 1, 2016 to Jul. 31, 2017)

Salaried Positions:	Cost*	Proposed Minimum Salary**
1) Project Manager	\$ _____	\$ _____
2) Other Required Positions (Specify)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Insurance Cost (Excluding Health)	\$ _____	\$ _____
Office Furniture	\$ _____	
Telephone	\$ _____	
Office Machines	\$ _____	
Office Supplies	\$ _____	
Other (Specify)	\$ _____	
Total Annual Management Fee	\$ _____	
Total Monthly Management Fee	\$ _____	M4

(Total Annual Management Fee divided by 12 months - This amount should be transposed on to the Cost Proposal Form)

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

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

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

ATTACHMENT G – Procurement M/WBE Participation Plan

PROCUREMENT M/WBE PARTICIPATION PLAN PA 3749B / 12-11

Office of Business Diversity and Civil Rights

PAGE: _____ OF _____

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: _____
 Proposer/Bidder Name: _____
 Mailing Address: _____
 Telephone Number: _____

Contract Description: _____
 Contract Amount: _____
 Contract Goals: MBE _____ WBE _____

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
TOTAL:					

Signature of Contractor: _____
 Print Name: _____
 Title: _____ Date _____

FOR OBDCR USE ONLY

Contract Goals: Approved Waived Rejected

Reviewed by: _____

OBDCR Business Development Representative

Print Name: _____ Date _____

Distribution: Original – OBDCR; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 8. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part 1, Section 17 of the contract book, the bidder shall submit this form as the M/WBE Participation Plan and/or best efforts documentation with their bid to the Procurement Department.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business Diversity and Civil Rights via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

ATTACHMENT H – Statement of Subcontractor Payment

STATEMENT OF SUBCONTRACTOR PAYMENTS **PA3968 / 03-09**

M/WBE Participation Report

Instructions for Statement of Subcontractor Payment: To be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

Contract/PO No.: _____

Date of Invoice: _____

Contract Title: _____

Committed M/WBE Goals: M _____ W _____

Prime Contractor Name: _____

Contract/PO Amount: _____

Award Date: _____

Completion Date: _____

PA Project Manager: _____

M/WBE Participation to Date: M _____ W _____

Subcontractor's Name	Address & Phone #	Description of Work Performed or Materials Supplied	M/WBE Status	Total Contract Amount Awarded	Total Previous Requests	Amount Paid to Date	Amount of This Request

In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company, and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them.

Signature

Print Name

Title

Date

ATTACHMENT I – Certified Environmentally Preferable Products/Practices

Proposer Name: _____ **Date:** _____

In line with the Port Authority’s efforts to promote products and practices which reduce our impact on the environment and human health, Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers **must** complete this form and submit it with their response, if appropriate. Proposers **must** submit appropriate documentation to support the items for which the Proposer indicates a “Yes” and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Proposer implemented any of the following environmental initiatives? (A **checkmark indicates “Yes”**)

- ___ Use of corrugated materials that exceed the EPA recommended post-consumer recycled content
- ___ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- ___ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- ___ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- ___ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, a description of the practices being followed must be included with the submission.

2. Business Practices / Operations / Manufacturing

Does the Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A **checkmark indicates “Yes”**)

- ___ Recycles materials in the warehouse or other operations
- ___ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- ___ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- ___ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- ___ Other sustainable initiative

If yes, a description of the practices being followed must be included with the submission.

3. Training and Education

Does the Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Proposer conduct environmental training of its own staff?

- Yes No If yes, Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates “Yes”)

___ ISO 14000 or adopted some other equivalent environmental management system

___ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

___ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Proposers must attach copies of the certificates obtained.

5. Other Environmental Criteria

Proposers are encouraged to respond to criteria specifically indicated in this RFP as “Management Approach” (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.

_____ **Name** _____ **Date**

ATTACHMENT J – Proposer Reference Form

Name of Proposer: _____

Please provide a list of references on the firm’s performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary. Include the following information for each reference:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date(s): _____

Contract cost: _____

Description of work:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date(s): _____

Contract cost: _____

Description of Work:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract date (s): _____

Contract cost: _____

Description of work: _____

EXHIBITS

EXHIBIT 1 – Vehicle Specifications

Full Size Van with GPS

- 1) Vehicles shall be flexfuel (up to E85 compatible) or hybrid (gasoline-electric)
- 2) Seven Passenger Van with 3 passenger doors (Side door may be hinged or slider.)
- 3) GPS, Grey Island Systems Model G56224UJZZ or approved equal
- 4) Two Wheel Drive
- 5) Limited Slip Differential
- 6) Engine - Manufacturer's Standard
- 7) Transmission - Manufacturer's Standard Fully Automatic
- 8) Steering - Power assisted with Tilt Wheel
- 9) Power Brakes with ABS and Traction Assist if available
- 10) Tires - Manufacturer's Standard All Season radial blackwalls
- 11) Low Mount Fold-In Power Mirrors - Left and Right
- 12) Power Windows
- 13) Power Door Locks
- 14) Variable Speed Windshield Wipers with Washer
- 15) Rear Window Defogger with Wiper/Washer
- 16) Front Bucket Seats Rear Bench Seats
- 17) AM/FM Radio
- 18) Air Conditioning/Heating/Defrosting
- 19) Front and Rear Rubber Floor Mat
- 20) Dual Sun Visors
- 21) Dual Arm Rests Inside Hood Release
- 22) Power Adaptor
- 23) Interior Lights
- 24) Keyed Alike Doors and Ignition
- 25) Day/Night Mirror
- 26) Fuel Tank Skid Plate, Transmission Skid Plate
- 27) Clock
- 28) Battery – Manufacturer's largest Maintenance Free
- 29) Alternator - Largest Available Manufacturer's Alternator
- 30) Roof Wiring Kit
- 31) Front & Rear License Plate Mountings
- 32) Rustproofing
- 33) Color – Exterior Manufacturer's Standard White/Grey/Tan Interior
- 34) DOT Safety Kit (triangles, first aid kit & extinguisher)
- 35) Mounted Roof Beacon Light Whelen L31HAF Amber LED with L360BGB Branch Guard
- 36) Overall Height Label on Dashboard
- 37) Spare Tire
- 38) Warranty
- 39) All other required indicators, switches, and controls
- 40) All required lighting and reflectors to meet FMVSS No. 108
- 41) The company's name signage on driver and passenger side doors.
- 42) Unique vehicle number distinctly displayed on the sides and rear of each vehicle.
- 43) Sets of keys with remote fobs
- 44) Vehicles to be delivered with not less than ½ tank fuel.
- 45) Backup alarm

Four-Wheel Drive or All Wheel Drive Compact or Mid-Size SUV

- 1) Vehicles shall be flexfuel (up to E85 compatible) or hybrid (gasoline-electric)
- 2) 4 or 5 passenger, 4 door vehicle
- 3) GPS, Grey Island Systems Model G56224UJZZ or approved equal
- 4) All Manufacturer's standard Safety Features
- 5) Transmission - Automatic
- 6) Steering - Power assisted with Tilt Wheel
- 7) Power Brakes with ABS and Traction Assist if available
- 8) Tires - Manufacturer's Standard All Season radial blackwalls
- 9) Fuel Tank Skid Plate, Transmission Skid Plate
- 10) Front Tow Hooks
- 11) Low Mount Fold-in Power Mirrors - Left and Right
- 12) Power Windows
- 13) Power Door Locks
- 14) Variable Speed Windshield Wipers with Washer
- 15) Rear Window Defogger with Wiper/Washer
- 16) Air Conditioning/Heating/Defroster
- 17) AM/FM Radio
- 18) Clock
- 19) Battery – Manufacturer's largest Maintenance Free
- 20) Alternator - Largest Available Manufacturer's Alternator
- 21) Roof Wiring Kit
- 22) Front & Rear License Plate Mountings
- 23) 23) Color – Exterior Manufacturer's Standard White Interior Grey or Tan
- 24) DOT Safety Kit (triangles, first aid kit & extinguisher)
- 25) Mounted Roof Beacon Light Whelen L31HAF Amber LED with L360BGB Branch Guard
- 26) Overall Height Label on Dashboard
- 27) Signage on driver and passenger side doors
- 28) Light Bar
- 29) Spare Tire
- 30) Power Adapter
- 31) All other required indicators, switches, and controls
- 32) All required lighting and reflectors to meet FMVSS No. 108
- 33) Sets of keys with remote fobs
- 34) Vehicles to be delivered with not less than ½ tank fuel.
- 35) Backup alarm

EXHIBIT 2 – Uniform Specifications

All uniforms must be approved by the Port Authority.

A. AIRPORT SECURITY AGENT

1. SHIRTS - Male and Female*

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

2. PANTS - Male and Female *

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

3. LADIES SKIRTS*

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

* Provisions should be made for maternity clothes for the females.

4. HATS - Male and Female

Style:	Campaign *
--------	------------

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

5. TIES - Male and Female

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

6. SPECIFICATIONS FOR BELTS

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

7. COATS

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

8. WINDBREAKER

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

9. FOUL WEATHER GEAR

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

10. SWEATERS

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

11. COMPANY LOGO PATCHES

Each employee shall be supplied by the Contractor with a company logo patch that shall be sewn onto the uniform,
Quantity: 1

12. WHISTLE

Each employee will be supplied with a brass whistle with chain

Quantity: 1

13. CONSTRUCTION PERSONNEL WINTER GEAR

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

Quantity: 1

14. SAFETY VEST

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

B. LEAD AIRPORT SECURITY AGENT

1. SHIRTS - Male and Female*

Style: Brigadier Shirt Twin Contrast

Fabric: 2x2 Tropical Summer/Winter Weight - 65% Dacron polyester/35% combed cotton

Color: White-White Shoulder Straps, White Pocket Flaps

Basic Features: Plain front coat style, collar attached, shoulder straps, two outside breast pockets with flaps. Left flap is to have pencil opening

Badge Reinforcement Separate patch of shirt material inside shirt on left side.

Winter: Long sleeves - quantity 6

Summer: Short sleeves - quantity 6

2. PANTS - Male and Female *

Style: Indiana P Pants

Color: French Blue

Fabric: Blend - 55% Dacron polyester, 45% worsted wool

Design: The trousers should be made using a uniform pattern: Plain front with quarter top pockets and two back pockets, 2" belt loops.

Striping: 1" navy braid on each outside seam of the trouser leg from the bottom of the waistband to the bottom of the trouser leg (no cuffs)

Quantity: 4 - Male and Female

3. LADIES SKIRTS*

Style: Semi-A-line

Color: French Blue

Fabric: Blend - 55% Dacron polyester, 45% worsted wool

Design: Waistband shall be plain in front and shined in rear for a more comfortable fit, side zipper with button closure on the left and side pocket on the right. Waistband shall allow for expansion of a minimum of 1"

Striping: 1" wide navy braid on each outside seam of the skirt from the bottom of the waistband to the bottom of the skirt.

Finishing & Pressing: The skirt shall be made in a first class manner with all loose threads removed. They must be pressed completely and properly. Side seams and back seams pressed open.

Size Tags: The skirt must have sewn in label giving care instructions and shall be marked with lot number, fiber content, size and WPL number.

Quantity: 2

* Provisions should be made for maternity clothes for the females

4. HATS - Male and Female

Style: Campaign *

Color: Navy

Quantity: 2

* Holders must be provided for storage in lockers

5. TIES - Male and Female

Style: Standard

Fabric: Dacron and Wool Blend

Width: Approximately 3 ½"

Color: Navy - Regular and Long Length

Quantity: 2

6. SPECIFICATIONS FOR BELTS

General: The belt is to be made of seven ounce durable top grain cowhide leather with plain finish and half lined. The buckle is to be nickel plated.

Width: 2 ¼"

Style of Buckle: Hook on

Color: Black

Quantity:

7. COATS

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

Fabric: Winter weight

Color: Navy

Quantity: 1

8. WINDBREAKER

Type: Fleece lined for Spring through Fall use

Color: Navy

Style: Four button, snaps with pockets

Quantity: 2

9. FOUL WEATHER GEAR

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

Quantity: 1

10. SWEATERS

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

11. COMPANY LOGO PATCHES

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

Quantity: 1

12. WHISTLE

Each employee will be supplied with a brass whistle with chain

Quantity: 1

13. SAFETY VEST

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

C. SECURITY OPERATIONS CENTER AGENT (SOC) UNIFORMS

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

1. SHIRT/BLOUSE

Color: White

2. PANTS/SKIRT

Color: Black

3. TIE/SCARF

Color: Black

D. TOUR SUPERVISOR UNIFORM

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

1. JACKET

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

Color: Navy Blue

Fabric: Medium – Summer/Winter Weight

Quantity: 2

2. SHIRT/BLOUSE – Male and Female *

Color: Light Blue

3. PANTS/SKIRT

Color: Navy Blue

4. TIE/SCARF

Color: Striped Red/Navy

5. COATS

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

6. WINDBREAKER

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

7. FOUL WEATHER GEAR

Type: Navy with hood and black boots
Quantity: 1

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

8. SAFETY VEST

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

EXHIBIT 3 – Customer Care Requirements

The Authority is interested in evaluating proposals from contractors willing to rise to the challenge of providing the services as described herein, as further described in the RFP and Form of Contract, and to become an important member of the Airport community, dedicated to meeting and exceeding the needs of the Airport's customers.

The Port Authority has established a policy that proactive, responsive, respectful and helpful customer service is of the utmost importance. This policy not only extends to all Port Authority employees and contractors, but also includes the companies (airport partners) whose staffs have direct customer contact while providing services at the airports. Many of the employees providing the services under this Agreement are involved directly with the Airport's customers. The demeanor and attitude of the Contractor's employees, including supervisory staff, will leave customers with a lasting impression of the Airports.

The Port Authority conducts ongoing customer satisfaction surveys that identify Courtesy *, Professionalism and Security Awareness of Airport Employees, Signs and Directions, Facility Cleanliness and Condition, Quality and Variety of Food, Beverage and Retail Services, Gate Area Experience and Airport Access as the current drivers of customer satisfaction, and that recognize improvements in those areas would maximize any efforts in exceeding customers' expectations. At its sole expense, the Port Authority currently retains independent third party contractors to conduct a quality assurance program of random surveys and inspections to measure performance consisting of, but not limited to, the "Mystery Shopper Program", the "Annual Terminal-by-Terminal Quality Assurance Program" and the "Annual Terminal-by-Terminal Survey Program", hereinafter referred to as the "Programs". The Programs elicit information on staff courtesy* and helpfulness, cleanliness and condition of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport Customer Care Service Standards" manual as exhibited elsewhere in this document. Additionally, the Programs will be conducted by persons trained by the independent contractor who shall base their evaluations on both their interactions with and observations of the contractor's staff, operations and facilities.

In order to ensure that contractors provide excellent performance and customer care service, the Contractor must clearly demonstrate to the satisfaction of the Port Authority, that it will meet and exceed expectations with respect to performance under this Contract through the understanding and adoption of the following:

*Courtesy as used in this section shall encompass employee attitude, appearance, awareness and knowledge.

A. Airport Customer Care Service Standards

The Port Authority has committed to an aggressive, on-going service improvement campaign to ensure that staff provides levels of service that consistently exceed customer expectations. With input from its airport partners, the Port Authority has adopted Airport Customer Care Service Standards that identify the aspects of airport services that impact customer satisfaction and provide a means by which the services provided can be measured. The Contractor shall be responsible for, and take all necessary measures to ensure compliance by all staff with all applicable sections of the most recent edition of the attached Airport Standards Manual.

B. Customer Care Program

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

One of the key goals of the Port Authority is to demonstrate the value of customer service orientation throughout the entire Airport operation. Hence, the Port Authority's aim is to involve all employees who are in direct contact with the public. *A team approach* is required to develop a program that enables the Port Authority to create a common philosophy, language and set of behaviors for all companies and their employees concerning courtesy at the airports.

To help achieve service excellence, the Port Authority continues to refine the customer care program by developing; (1) customer care training modules, (2) an employee recognition and award program. Training modules will supplement the contractor's own training programs for improving courtesy of employees.

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

All Contractors to the Port Authority with direct customer contact employees must have all employees participate in the Port Authority's customer care training program.

1. Contractor "Total Quality Service" Commitment

Establishing and maintaining excellence in quality service begins long before the front-line staff ever comes in contact with the customers. It begins with a genuine commitment on the part of management to foster a Total Culture by making our airports a safe and convenient place to be for our customers, partners and airport employees and improving and maintaining customer satisfaction with the airport experience.

Long-term changes in airport culture happen as a result of step-by-step changes and day- to-day learning. In order for permanent change to occur, an integrated structure must be designed to foster and support the skills learned by management and staff in any training programs they attend.

It is expected that all organizations entering into a service agreement with the Port Authority will be able to demonstrate a "Total Culture" through an in-house series of employee training and incentive programs. The ability of the contractor to incorporate and maintain the overall Port Authority goals and methods will be assured throughout the term of the contract through participation in the program. To that end, the Contractor shall develop a plan that identifies how staff

- a. Communicate with internal staff as well as customers.
- b. Develop service standards and promote excellence.
- c. Design service strategies that work.
- d. Deliver quality service.
- e. Check for customer satisfaction.

C. Contract Mission and Compliance

From and after the Commencement Date and continuing throughout the balance of the term of the Agreement, including the option periods if any, the Contractor shall develop and establish a customer service program and mission statement that incorporates the mission and vision of the Port Authority's Aviation Department. To that end, the Aviation Department's Mission and Vision Statements are:

Mission:

To achieve regional and agency prosperity through a unified system of airport facilities that offer unsurpassed capacity and quality, a safe and secure environment, an excellent customer experience, and environmentally sustainable and community friendly services delivered by an available, capable and first-rate staff.

Vision:

The Aviation Department will serve the region as the unsurpassed regional, national, and global gateway for air passengers and cargo.

Satisfied customers are the most important asset of any business. In assisting the Port Authority's realization of the Mission and Vision Statements above; the Contractor shall comply with all the customer care requirements of this Agreement. Failure to comply with these requirements will result in the penalties described below. Customer service is defined as the ability of an organization to constantly and consistently exceed the customer's expectations while offering the safety and security required to ensure the well being of customers.

D. Performance Measures

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

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

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

1. The Contractor, at its sole cost and expense, shall develop a survey instrument within 30 days of contract award for Port Authority approval that evaluates the Contractor's performance of the services required in this Agreement. The Contractor shall have their managers conduct these surveys at a minimum of quarterly, and the results shall be provided to the Port Authority within fifteen (15) days of the end of each three (3) month period.
2. The Port Authority, at its sole cost and expense, may conduct or have conducted random mystery shops eliciting information on staff courtesy and helpfulness, cleanliness of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport Standards Manual", the service requirements outlined in this Agreement, and any other measures of performance that shall be designated by the Manager (hereinafter referred to as the "Mystery Shopper Program"). The Port Authority shall have the right, in its sole discretion and without prior notice to the Contractor, to modify the Mystery Shopper Program.
3. The Port Authority, or a designated representative shall also conduct random surveys of the service (hereinafter referred to as the "Manager's Survey"). The Contractor's performance will be evaluated based upon criteria, including but not limited to the degree and extent to which the Contractor can effectively manage the services outlined in this Agreement, the quality of the employee-training program and the ability to retain employees in the Service at the Airport.
4. The Port Authority, at its sole cost and expense, may conduct or have conducted an annual inspection of the Contractor's facilities and

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

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

E. Contractor Sponsored Employee Recognition and Incentive Program

The Contractor is required to submit an Employee Recognition and Incentive Program for Port Authority approval.

EXHIBIT 4 – Customer Care Airport Standards Manual



THE PORT AUTHORITY OF NY & NJ

*Kennedy · Newark Liberty · LaGuardia · Stewart
Teterboro · Downtown Manhattan Heliport*

Customer Care

Airport Standards Manual



Fifth Edition • July 2008





THE PORT AUTHORITY OF NY & NJ

William R. DeCota
Director

July 2008

To our Airport Partners:

Almost ten years ago, we set out on a journey to improve customer satisfaction at The Port Authority of New York and New Jersey's airports. The foundation of our program continues to be our Airport Standards and I am pleased to share with you this 5th Edition of the Airport Standards Manual—Customer Care Standards that have been developed in cooperation and assistance from you, our Airport Partners.

The overall objective of our Customer Care Program is to improve the customer experience at the Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the ultimate quality our customers' experience.

This updated edition also includes some basic standards for cargo services as a start to evolving a Cargo Care Program. These standards will form the baseline of our performance measurement program under development for the cargo business at our airports. The cargo standards will evolve with the assistance and partnership of our cargo partners as we move forward to measure and monitor performance in all areas of the airport experience.

As a team and airport community, we have made tremendous progress with our customers over the years, as our customers have recognized improvements year over year and have become more delighted and pleased with the services provided by all of us. But improvement only comes with conscientious effort and determination. Through the Customer Care Program, we have offered customer care training to all airport employees; we utilize a bi-weekly mystery shopping program, a semi-annual facility quality assurance inspection program as well as our annual customer satisfaction survey. As we listen to our customers and partners, we seek to implement best industry practices as we jointly develop the "Airport of the Future" using tested and new technologies and comply with ever changing government regulations. This manual is another tool in this toolkit of performance enhancement strategies and I recommend you employ its contents in your daily operation, and ensure that all your employees and contractors are familiar with its guidelines and requirements.

We at The Port Authority of New York and New Jersey want to thank you and the many people who work together at the airports everyday to provide a positive and affirming experience for our customers. With your continued support and our joint commitment, we believe that Customer Care will continue to thrive at our airports.

Sincerely,

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



Aviation Department
225 Park Avenue South, 9th Floor
New York, NY 10003

Customer Care

Airport Standards Manual

John F. Kennedy International Airport

Newark Liberty International Airport

LaGuardia Airport

Stewart International Airport

Teterboro Airport

Downtown Manhattan Heliport

Prepared and Published by

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

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Airport Standards Manual

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

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

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

I. PURPOSE

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

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

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

II. THE STANDARDS

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

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

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

- All signs shall be in conformance with the **Port Authority Aviation Department Signing and Wayfinding Standards Manual** as well as those areas addressed in this manual.
- All Terminal Planning shall be in conformance with the **Port Authority Aviation Department Terminal Planning and Design Standards**, including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas, Security Checkpoints, Corridors and Walkways, Concessions Locations are subject to **Tenant Alteration Application (TAA) Procedures and Standards Guide** reviews and subsequent addenda.
- All Airport Partners must adhere to the **Airport Rules and Regulations**.

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

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

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

III. IMMEDIATE ACTION ITEMS

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

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

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

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

Airport Performance Measurement Program (APMP)

I. SERVICE COMMITMENT

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

- 1) Recognize **“Satisfactory”** performance by Partners who continue to improve customer satisfaction.
- 2) Provide a useful management tool to identify to Partners the areas that **“Needs Improvement.”**
- 3) Monitor actions taken to address deficiencies in a timely manner.

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

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

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

II. OBJECTIVES

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

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

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

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

III. METHODOLOGY

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

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

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

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

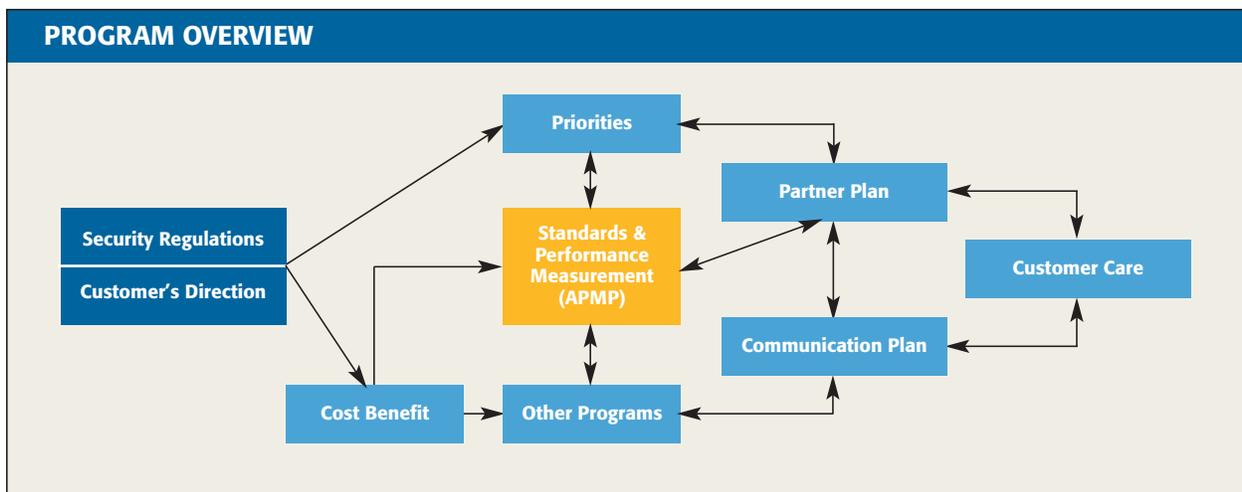


Figure 1

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

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

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

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

A. Monitoring Tools

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

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

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

MYSTERY SHOP SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/3/2007				
Previous Evaluation:	3/7/2007				
	Standards Missed	Standards Evaluated	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	56	212	42.33	39	26%
CURBSIDE DEPARTURE	13	44	10.67	8	30%
Overall Cleanliness/ Conditions	7		6.00		
Curbside Departure	13				
Standards of Cleanliness	4				
Standards of Condition	3				
Standards of Functionality	1				
Signs, Directions, and Information	0				
Standards of Employee Attitude, Appearance and Knowledge	5		3.33		

Figure 2

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

QUALITY ASSURANCE FACILITY SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/11/2007				
Previous Evaluation:	11/9/2006				
	Standards Missed	Standards Evaluated	Previous Score	High	Routine
TERMINAL	259	1775	100	30	229
CURBSIDE DEPARTURE	13	25	N/A	1	12
Curbside Departure – Terminal B	13			1	12
Standards of Cleanliness	5			0	5
Standards of Condition	6			1	5
Standards of Functionality	2			0	2
Signs, Directions, and Information	0			0	0

Figure 3

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

- Baggage Claim—two separate 4-hour mystery shops are conducted per month at each domestic terminal baggage claim. The mystery shopper records the time of the first bag and the time of the last bag for approximately 9 to 12 flights, at various carousels. Three measurements for each flight are recorded: 1) time on blocks from the DOT website; 2) time of first bag; and 3) time of last bag. Data is tracked by month and quarter for each airline, terminal and airport.
- Check-In—two separate 4-hour mystery shops are conducted per month at each terminal check-in area. The mystery shopper spends approximately one hour at one specific check-in area, and during the course of the mystery shop, evaluates wait times approximately 4-5 varied airline check-in lines at one terminal. Data is tracked by month and quarter for each airline, terminal and airport.
- Taxi Dispatch—mystery shoppers will also develop sampling of wait times at the taxi dispatch stations at arrivals level along the terminal frontages.
- Parking lot exit—mystery shoppers also record the wait time on line at the cashier booth as they exit the parking facility.
- Security Checkpoints and US Entry—Wait or process times are monitored using data collected by DHS at all Port Authority airports.
- Cargo—The first cargo performance measure to be introduced in 2009 will pertain to truck waiting times. Measurements for this program are under development and will rely on partner information.

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

B. Setting Practical Targets

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

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

For Port Authority contractors, performance over the entire contract period will be taken into account. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor’s scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

IV. SCORECARDS

Scorecards contain an overview of the grading system and the performance targets for several areas. **Performance targets** have been set within each scorecard based on achievable scores from previous surveys, mystery shops or quality assurance facility evaluations (see subsequent section on **Performance target Definitions**). Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established. The Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures, and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target. The measurement of performance for some areas may be based upon one or a combination of measurement sources.

Using these results, the Port Authority can provide recognition for continued high-level **Satisfactory** performance or enact remedial actions (e.g., contract renegotiation or termination) for continued under-performance for areas that **Needs Improvement**.

Figure 4 illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement**.

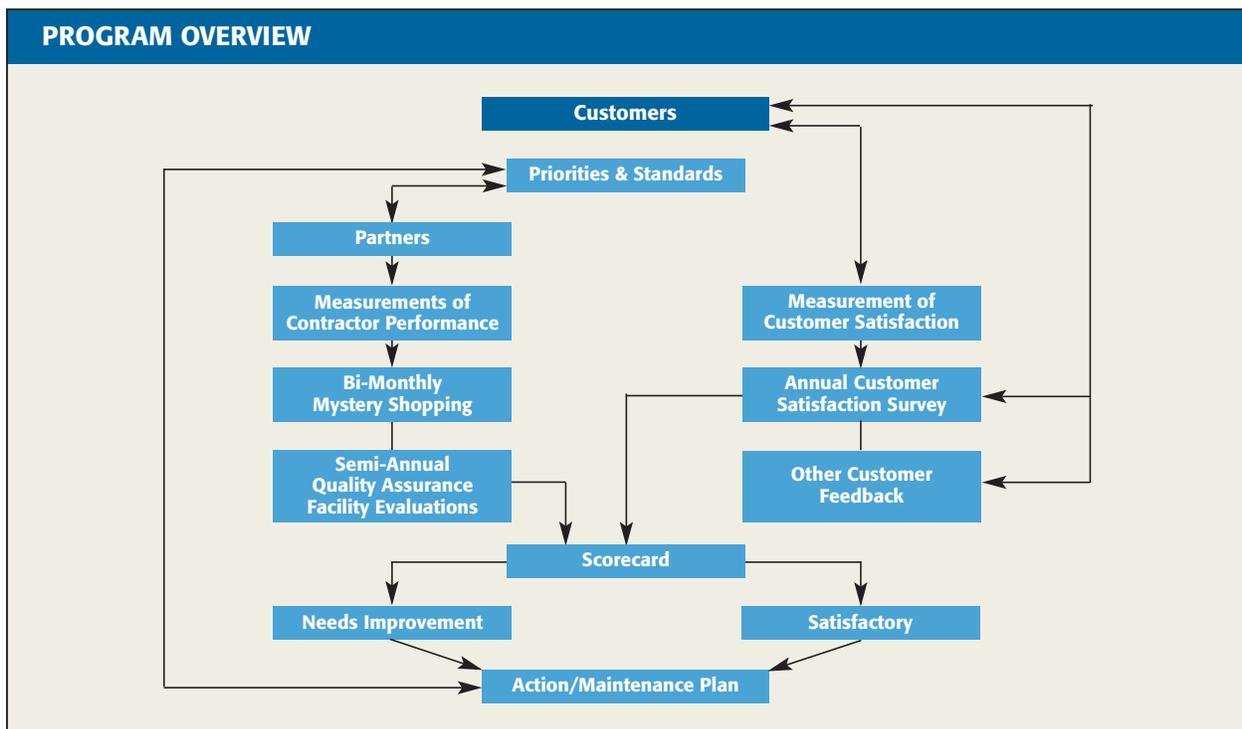


Figure 4

There are two categories of contractors—those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines. In many cases, the Port Authority has the ability to recognize **Satisfactory** performance and also to take appropriate action(s) when performance is rated in **Needs Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of third-party partner's performance.

A. Applicable Airport Elements

The following is a list of existing scorecards measuring courtesy of employees:

- Concessions (retail, food & beverage)
- Security Screening
- Departure Curbside
- Welcome Centers including Customer Care Representatives
- Parking Lot and Garage Services
- Taxi Dispatch
- On Airport Bus

The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:

- | | |
|---------------------------------------|---------------------------------|
| Concessions (retail, food & beverage) | Taxi Dispatch Service |
| Flight Check-in Areas | AirTrain Stations/Vehicles |
| Parking Lots and Garage Services | On-Airport Bus |
| Gate Lounges | Restrooms |
| Security Screening | Corridors/Walkways/Elev./Escal. |
| Departure Curbside | Arrival Curbside |
| Baggage Claim Area | Welcome Centers |

The following is a list of wait or process times and what functions they are collected for:

- | | |
|-------------------------|-----------------------|
| Bag Claim | Taxi Dispatch Service |
| Check-in | Parking Lot Exit |
| TSA Security Checkpoint | CBP US Entry |

B. Performance Target Definitions

The **Performance Target Definition** for Customer Satisfaction and Mystery Shopping that appears in each Scorecard is uniformly calculated for any airport element being evaluated:

- **Customer Satisfaction Performance Target (Range)**

It is based on the average of the highest departure passenger satisfaction score from each airport for the airport element being evaluated. This average serves as the highest value of the performance target range. By subtracting 5 percentage points from the upper bound, we obtain the lowest value of the range. The Performance Target will never be more lenient (lower) than the prior year's target range.

- **Mystery Shopping Performance Target**

It is based on a rolling 6-month average of the mystery shopping deficiency counts for a given airport element from each airport. The lowest deficiency count for each airport is then averaged to become the Performance Target. The Performance Target will never be more lenient (**higher**) than the prior year's target.

The **Performance Target Definition** for the Quality Assurance Facility Evaluation varies depending on the airport element measured.

- **Quality Assurance Performance Target**

It is based on the average number of deficiencies allowable per measurement unit. It is calculated as a ratio of the number of deficiencies to number of units across all terminals or applicable areas at the airports. The Performance Target will never be more lenient (**higher**) than the prior year's target.

The measurement unit and allowable deficiencies varies by the airport element being evaluated and are subject to change. The current unit definitions are listed below:

- Restrooms: Fixtures (toilet stalls, urinals and sinks). *One deficiency allowable for approximately every 8 fixtures.*
- Gates: Square footage. *One deficiency for approximately every 8,400 sq. ft. of gate space.*
- Flight Check-in Area: Square footage. *One deficiency for approximately every 2,700 sq. ft. of check-in space.*
- Concessions: Square footage. *One deficiency for approximately every 1,400 sq. ft. of concessions space.*
- Screening Area: Number of security lanes. *One deficiency for approximately every 2 security lanes within the screening area.*

Airport Performance Measurement Program (APMP) (continued)

- Baggage Claim: Square footage. *One deficiency for approximately every 4,400 sq.ft. of baggage claim space.*
- Departure Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of departure curbside space.*
- Arrival Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of arrival curbside space.*
- Corridors/Walkways/Elevators/Escalators: Number of Corr/WW/Elev/Escal. *One deficiency for approximately every 3 Corridor/Walkway/Elevator/Escalator units.*
- Welcome Centers: Number of Welcome Centers. *1.5 deficiencies per Welcome Center.*
- Parking Lot and Garage Services: Number of parking spaces at lots/garages. *One deficiency allowable for approximately every 340 parking spaces.*
- Taxi Dispatch Service: Number of taxi dispatches. *Two deficiencies for each taxi dispatch booth.*
- On-Airport Buses: Number of buses in operation during peak periods. *One deficiency per bus.*
- AirTrain Stations: Square footage. *One deficiency allowable for approximately every 4,600 sq. ft. of station area.*
- AirTrain Vehicles: Number of vehicles in operation during peak periods. *One deficiency for every 12 vehicles.*

For all three monitoring tools (Customer Satisfaction, Mystery Shopping and Quality Assurance Facility Evaluation) the Actual Performance is compared against the Performance Target. If the Actual Performance is THE SAME OR BETTER than the Performance Target, the result is **Satisfactory**. If the Actual Performance is WORSE than the Performance Target, the result is **Needs Improvement**.

C. Scorecards Descriptions & Methodology

- A Sample **Needs Improvement** Scorecard [Figure 5]

2007 PERFORMANCE MEASUREMENT SCORECARD—GATE AREA							
Terminal XYZ – Airport Y							
Gates	Gate Sq. Ft.	Avg. Mvmt. Per Day	Avg. Mvmt. Per Gate Per Day	Outbound Pax. 12 Months Ending June 2007	Avg. Sq. Ft. Gate Area	Sq. Ft. Average Daily Pax	IATA Level of Service
38	43,500	457	13	6,949,150	1,145	2.3	F
		Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)	
		Overall		Condition		Standards Missed - All Items	
Timeframe		Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007	
Actual Score		38		4		51	
Performance Target (PT)		53-58		2		29	
Specific Results		Needs Improvement		Needs Improvement		Needs Improvement	
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 1% point, remaining at Needs Improvement Mystery Shopping Deficiencies increased 1 point, remaining at Needs Improvement Quality Assurance Deficiencies unchanged, remaining at Needs Improvement</p>						
Notes/Recommendations							
<ul style="list-style-type: none"> • Cleaning up the terminal/gate areas, improving/upgrading facilities, offering more comfortable seating, a larger gate area to reduce crowding, more frequent updates when there are delays, better lighting, more WiFi connections, more electrical outlets and more entertainment options are all key items that air passengers say needs attention in order to improve their rating of the terminal. Comfortable seating, cleanliness/condition of the gate area and concessions offerings near the gate area are rated lower than other gate elements, more so among business travelers. • Remove heavy accumulation of dust at ceiling vents/fixtures, everywhere. More frequent cleaning of gate areas needed, especially during peak times (paper/food/ debris/residue on floor/seats, windows smeared/smudged and debris on window sills at many gates, phones have adhesive residue and dust -- C9 phone bank damaged). • Replace all damaged and/or missing ceiling tiles (present at most gates), ceiling damaged at A2, D10, HVAC cover damaged at C3). Repair scuffed/scratched/scraped/ gouged walls/columns/doors in all concourses (e.g., wall vinyl curling/damaged at A7/ B1/ B3/C2/D1 outlet covers missing at A6, walls gouged at A1). • Clean carpet in all gate hold areas to remove stains; also repair torn/worn/damaged carpet/floor at A2/A3 – trim strip missing, A7 – carpet taped and matted, stairs worn at B5A, B7 & B8. • Some seating torn at A5-6, B1, B2, B7, C2, C4-6, D2, D6. Counters/podiums chipped/worn at most gates, some also have adhesive residue (graffiti on C5 jetway counter). • Many non-working ceiling lights and/or missing light covers (e.g., A1, B4, C1-3, C5-6, C11). Lighting insufficient relative to IES standards at gates A5, B1-3, C10-11, D1-10. 							

Figure 5

Airport Performance Measurement Program (APMP) (continued)

- A Sample **Satisfactory** Scorecard [Figure 6]

2007 PERFORMANCE MEASUREMENT SCORECARD—DEPARTURE CURBS							
Terminal ABC							
#Curbside Check-in Locations	Outbound Domestic Passengers 12 Months Ending June 2007		Outbound International Passengers 12 Months Ending June 2007		Curbside		
	%	Total #	%	Total #	Total Sq. Ft.	Length	Width
4	41%	1,029,798	59%	1,494,324	25,650	855	30
OTHER INFORMATION							
	Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)		
	Condition/Cleanliness		Courtesy	Condition	Standards Missed		
Timeframe	Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007		
Actual Score	62		1		2		13
Performance Target (PT)	60-65		1		3		17
Specific Results	Satisfactory		Satisfactory		Satisfactory		Satisfactory
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 5% point, remaining Satisfactory. Mystery Shopping Deficiencies changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory. Quality Assurance Deficiencies increased 5 points, remaining Satisfactory.</p>						
Notes/Recommendations							
<ul style="list-style-type: none"> • Passengers tell us that reducing the traffic congestion at the curbside is one way to improve their ratings of the terminal. International and leisure travelers are more satisfied with their departure curbside experience than others. • On most occasions, skycaps are attentive and offered a warm, friendly greeting, but on two occasions they were inattentive and unfriendly. • Roadways and walkways stained (also gum on walkways) and cracked in places. Terminal entry doorways had residue at bottom and small glass and frames are chipped/scratched. Windbreaker at doorway #3 needs cleaning; broken glass near doorway #2. • Skycap counters have adhesive residue and are scratched. 							

Figure 6

The Scorecards are created by the Aviation Department based on the information obtained through various measurement sources. The top portion of the Scorecard presents background information for the particular airport element being evaluated, providing a backdrop to better understand the airport environment that existed during the measurement cycle. The middle portion of the Scorecard presents current and trended ratings for the airport element being evaluated for the period under review. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. The bottom portion of the Scorecard highlights specific areas that should be addressed via capital planning improvements, customer care training programs, and discussions with contractor management regarding performance review and enhancement. Below is a description of how the targets are set for each of the measurement methods and interpretation of the results.

- **Customer Satisfaction Survey:** The customer satisfaction survey is conducted annually. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 53-58 percent. The gate areas (38%) are deemed unacceptable because its score is not within the acceptable range, thereby receiving a classification of **Needs Improvement**. **Figure 6** illustrates a scorecard in which all targets have been met or exceeded (62 is within the range 60-65) and therefore performance is rated as **Satisfactory**.
- **Mystery Shopping:** Mystery Shopping is performed semi-monthly, with each terminal being shopped twice per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops (i.e., deficiencies). The lower the number missed, the better the score. Each functional area's score for the six-month period preceding the issuance of the scorecard constitutes its "rolling average." The lowest "rolling average" score in each functional area from each airport is averaged to obtain the **Performance Target** score. To be considered Satisfactory, the area must equal or fall below the target. In **Figure 5**, the deficiencies (4) exceeds the Performance Target (2), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies for courtesies and condition (1 and 2, respectively) are equal to or less than the Performance Targets (1 and 3, respectively) and are deemed **Satisfactory**.
- **Quality Assurance Facility Evaluations:** The quality assurance facility evaluation is performed semi-annually. The scoring for the quality assurance facility evaluation is based on the number of standards missed (i.e., deficiencies). Much like mystery shopping, the goal is to have the lowest score possible. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement (for detailed information, please refer to the prior section entitled "**Quality Assurance Performance Target**"). By taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria, we calculate the quality assurance facility evaluation **Performance Target** score. This provides a pro-rated score that is applied to each terminal or location to assess its performance relative to the rest of the airports. The total number of deficiencies is summed and divided by the total number of units across the airports providing a "per unit" number of acceptable deficiencies. This score is then multiplied by the number of units per functional area to determine the target number (upper limit) of deficiencies. In **Figure 5**, the deficiencies (54) exceeds the **Performance Target** (29), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies (13) falls under the Performance Target (17) and is deemed **Satisfactory**.

1.0 - Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees. **All standards in this section are high priority.**

Standards of Employee Attitude, Appearance, Awareness and Knowledge

All employees will meet or exceed the following standards:

1.1 Attitude, all employees shall:

- 1.1.1 Greet all customers in a friendly and professional manner.
- 1.1.2 Address customers proactively—be friendly and approachable—anticipate customer's needs. Customers and passengers shall not have to initiate contact.
- 1.1.3 Display a smile and eye contact towards passengers and fellow employees at all times.
- 1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.5 Be capable of communicating clearly when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and a pleasant tone of voice with customers and fellow employees.
- 1.1.8 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.
- 1.1.9 Focus on customers and not gather in a group to chat while on duty.
- 1.1.10 Not eat, drink, (including alcoholic beverages), chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- 1.1.11 Assure that the customers' needs are met by providing or calling for the appropriate services.
- 1.1.12 Not nap or sleep while on duty or in a public area.
- 1.1.13 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

1.2 Appearance, all employees shall:

- 1.2.1 Be well groomed, clean and present a professional appearance.
- 1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.
- 1.2.3 Wear nametags and/or official identification that is visible to the public at all times.
- 1.2.4 Wear clean, neat and pressed uniforms including appropriate footwear while on duty.
- 1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

1.3 Awareness, all employees shall:

- 1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.
- 1.3.2 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.
- 1.3.3 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.
- 1.3.4 Ensure that all AOA doors and gates are closed properly after each use.
- 1.3.5 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
- 1.3.6 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.
- 1.3.7 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
- 1.3.8 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.
- 1.3.9 Report any item or area that is in need of repair to the appropriate airport representative.
- 1.3.10 Report any alarm for security or fire to the Port Authority Police or other law enforcement personnel through the appropriate airport protocol.
- 1.3.11 Report the illegal solicitation of ground transportation services by unauthorized personnel ("Hustlers") to the Port Authority Police.

1.4 Knowledge, all employees shall:

- 1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- 1.4.2 Convey accurate information using clear and understandable terms.
- 1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
- 1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.
- 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)
- 1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

2.0 - Curbside

Curbside General Requirements

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Smoking receptacles shall be readily available on the curbside. {R}
- c) Skycap service shall be readily available where applicable. {R}

2.1 Standards of Cleanliness

- 2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}
- 2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}
- 2.1.3 All glass shall be clean and free of streaks and smudges. {R}
- 2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}
- 2.1.6 Walls shall be clean and free of graffiti. {R}
- 2.1.7 Curbside check-in counters and self-service check-in kiosks shall be clean and organized, free of debris and baggage tape and without visible damage. {R}
- 2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}
- 2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

2.2 Standards of Condition

- 2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}
- 2.2.2 Entrance and exit doors shall be maintained in good working order. {R}
- 2.2.3 All glass shall be in good condition with no visible damage. {R}
- 2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}
- 2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

2.0 – Curbside (continued)

- 2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}
- 2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}
- 2.2.10 Snow and ice shall be removed from walkways and roadways. {H}
- 2.2.11 Roadways shall be well maintained and free of potholes. {R}

2.3 Standards of Functionality

- 2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}
- 2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}
- 2.3.3 Public address systems shall be clear and audible. {R}
- 2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}
- 2.3.5 All doors shall operate properly. {R}
- 2.3.6 All curbside computer equipment shall be in good working order. {R}
- 2.3.7 All baggage conveyor belts and curtains shall be in good working order with no visible broken parts. {R}

2.4 Signs, Directions, and Information

- 2.4.1 Directional signs shall be visible, legible and accurate. {R}
- 2.4.2 Signs shall clearly indicate the location of services. {R}
- 2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}
- 2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.0 - Flight Check-In Areas

Flight Check-In Area General Requirements

- a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}
- b) Trash receptacles shall be available in the airline check-in areas. {R}
- c) Flight Information Display Systems should be provided. {R}

3.1 Standards of Cleanliness

- 3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}
- 3.1.2 Workspaces shall always appear uncluttered and organized. {R}
- 3.1.3 Seating shall be clean and free of stains. {R}
- 3.1.4 Windowsills shall be free of dust and debris. {R}
- 3.1.5 Windows shall be free of streaks and smudges. {R}
- 3.1.6 Wastebaskets shall be clean and not overflowing. {R}
- 3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}
- 3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 3.1.9 Floors shall be dry, free from spills and water. {H}
- 3.1.10 Ceilings shall be clean and free of dust. {R}
- 3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}
- 3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

3.2 Standards of Condition

- 3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}
- 3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}
- 3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}
- 3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}
- 3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}
- 3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}
- 3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}
- 3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 3.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 3.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}
- 3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}
- 3.2.13 Heating and air conditioning units shall be in good working condition. {R}
- 3.2.14 Stanchions, ropes and, “tensa barriers” shall be well maintained and in good repair. {R}
- 3.2.15 Employees’ personal belongings shall not be visible to customers. {R}

3.3 Standards of Functionality

- 3.3.1 Flight Information Display System (FIDS) monitors shall be in working order. {R}
- 3.3.2 Telephones shall be in working order. {R}
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Terminal Ticket Counter – 45-foot candles. {R}

3.0 – Flight Check-in Areas (continued)

- 3.3.4 Stanchions, ropes, “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}
- 3.3.5 Public address system shall be clear and audible in the check-in area. {H}
- 3.3.6 All baggage conveyor belts shall be in working order with no visible broken parts. {R}
- 3.3.7 All self-service kiosks shall be in good working order with no visible broken parts. {R}
- 3.3.8 Check-in wait time shall not exceed ten (10) minutes during peak periods. {R}

3.4 Signs, Directions, and Information

- 3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}
- 3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}
- 3.4.4 Customers shall be informed in a timely manner of flight delays via Flight Information Display Systems (FIDS), through appropriate public announcements and other *e-methods* used by the industry. {R}

4.0 - Walkways/Corridors/Elevators/Escalators

4.1 Standards of Cleanliness

- 4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}
- 4.1.2 Floors shall be dry, free of spills or water. {H}
- 4.1.3 Ceilings shall be clean and free of dust. {R}
- 4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}
- 4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}
- 4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}
- 4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 4.1.8 Heating and air conditioning units shall be clean and dust free. {R}
- 4.1.9 Water fountains shall be clean and free from debris and stains. {R}

4.2 Standards of Condition

- 4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 4.2.2 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 4.2.3 All light fixtures shall be in working order with no visible broken parts. {R}
- 4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}
- 4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}
- 4.2.6 Elevator button lights and switches shall be in good condition. {R}

4.0 – Walkways/Corridors/Elevators/Escalators (continued)

- 4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}
- 4.2.8 Water fountains shall have no visible broken parts. {R}
- 4.2.9 Corridors and walkways shall be free of obstructions. {R}
- 4.2.10 Heating and air conditioning units shall be in working order. {R}
- 4.2.11 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

4.3 Standards of Functionality

- 4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}
- 4.3.2 Elevator button lights and switches shall be operational. {R}
- 4.3.3 Public address system shall be in working order and audible from all areas. {H}
- 4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles. {H}
- 4.3.5 Water fountains shall be in good working order. {R}

4.4 Signs, Directions, and Information

- 4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}
- 4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}
- 4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}
- 4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

5.0 - Passenger and Baggage Screening Areas

This standard will apply to both arriving and departing passenger and baggage screening areas, which are under the jurisdiction of the Transportation Security Administration (TSA) and Customs and Border Protection (CBP).

5.1 Standards of Cleanliness

- 5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}
- 5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}
- 5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}
- 5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}
- 5.1.5 Ceilings shall be clean and free of dust. {R}

5.2 Standards of Condition

- 5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}
- 5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}
- 5.2.6 Ceilings shall be free from stains and broken tiles. {R}
- 5.2.7 Sign frames, holders and stands shall be in good condition. {R}
- 5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}
- 5.2.9 Employee's personal belongings shall not be visible to customers. {R}

5.3 Standards of Functionality

- 5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery, bins and aids shall be maintained and in working order. {H}
- 5.3.2 Stanchions, ropes and “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}

5.4 Departure Screening Wait Times

- 5.4.1 Queue time at the departing passenger screening areas on average shall not exceed ten (10) minutes. {H}
- 5.4.2 Queue time for passengers at the departing baggage screening areas on average shall not exceed ten (10) minutes. {H}

5.5 International Arrivals Clearance Wait Times

- 5.5.1 The United States Customs and Border Protection (CBP) has established one (1) hour, including wait time, as a standard for clearing formalities for passengers going through primary process. {H}

5.6 Signs, Directions, and Information

- 5.6.1 Internal notices shall not be displayed in public areas. {R}
- 5.6.2. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 5.6.3 Clear, visible and accurate signing shall be place at key decision points and consistent with Port Authority Signing and Wayfinding Standards. {R}
- 5.6.4 Only approved regulatory signs shall be used. {R}

6.0 - Restrooms

Restrooms General Requirements

- a) Restrooms shall have sinks with soap dispensers. {R}
- b) All restrooms shall have sanitary seat covers available. {R}
- c) All stall doors must have door locks or latches. {H}
- d) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}
- e) All restrooms shall be equipped with an adequate number of trash receptacles to meet peak traffic flow {R}
- f) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

6.1 Standards of Cleanliness

- 6.1.1 Floors shall be free of debris and stains and appear clean. {R}
- 6.1.2 Floors shall be dry, free of spills or water. {H}
- 6.1.3 Unpleasant odors shall not be detected. {R}
- 6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}
- 6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}
- 6.1.6 Entranceways and doors shall be clean and free of debris. {R}
- 6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}
- 6.1.8 Urinals shall be clean and free of debris. {R}
- 6.1.9 Tiles and walls shall be clean. {R}
- 6.1.10 Soap dispensers shall be clean and free of soap scum. {R}
- 6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}
- 6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 6.1.13 Sanitary dispensers shall be clean. {R}
- 6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.0 – Restrooms (continued)

- 6.1.15 Baby changing stations shall be clean. {R}
- 6.1.16 All walls, doors and partitions shall be clean. {R}
- 6.1.17 Ceilings shall be clean and free of dust. {R}
- 6.1.18 Countertops shall be clean and free of debris and pooling water. {R}

6.2 Standards of Condition

- 6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}
- 6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}
- 6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}
- 6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}
- 6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}
- 6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}
- 6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}
- 6.2.8 Soap dispensers shall be in good condition. {R}
- 6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}
- 6.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}
- 6.2.12 Trash and sanitary receptacles shall be in good condition. {R}
- 6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}
- 6.2.14 All walls, doors and partitions shall be free of graffiti, scratches and peeling paint. {R}
- 6.2.15 Ceilings shall be free of cracks and stains. {R}

6.0 – Restrooms (continued)

- 6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}
- 6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

6.3 Standards of Functionality

- 6.3.1 Public address system shall be clear and audible in the restroom areas. {H}
- 6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}
- 6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Restrooms – 23 foot-candles. {H}
- 6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}
- 6.3.5 Toilets and urinals shall be in working order. {H}
- 6.3.6 Door locks and latches shall be in working order. {H}
- 6.3.7 Sink drains and faucets shall be in working order. {R}
- 6.3.8 Baby changing stations shall be in working order. {H}
- 6.3.9 Sanitary dispensers shall be filled and in working order. {R}
- 6.3.10 Soap dispensers shall be in working order and have soap available. {R}
- 6.3.11 Unpleasant odors shall not be detected. {R}

6.4 Signs, Directions, and Information

- 6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}
- 6.4.4 If sanitary dispensers are not available in the restrooms, an appropriate sign in the restroom shall reflect the nearest place to purchase these items. {R}

7.0 - Gate Areas

Gate Areas General Requirements

- a) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}
- b) Public address system shall be available in every gate area. {R}
- c) Flight Information Display Systems shall be available in or around the gate areas. {R}

7.1 Standards of Cleanliness

- 7.1.1 Seating shall be clean and free of debris and stains. {R}
- 7.1.2 Windowsills shall be free of dust and debris. {R}
- 7.1.3 Windows shall be clean and free of streaks and smudges. {R}
- 7.1.4 Trash receptacles shall be clean and not overflowing. {R}
- 7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}
- 7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 7.1.7 Floors shall be dry, free of spills or water. {H}
- 7.1.8 Ceilings shall be clean and free of dust. {R}
- 7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}
- 7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}
- 7.1.11 Heating and air conditioning units shall be clean and dust free. {R}
- 7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}
- 7.1.13 Counters/podiums and kiosks shall be clean, uncluttered and free of debris. {R}
- 7.1.14 Advertising and display areas shall be clean and free of debris. {R}

7.2 Standards of Condition

- 7.2.1 Seating shall be free of rips, tears and broken parts. {R}
- 7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}
- 7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

7.0 – Gate Areas (continued)

- 7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}
- 7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}
- 7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 7.2.7 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 7.2.8 All light fixtures shall be in working order with no visible broken parts. {R}
- 7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}
- 7.2.10 Heating and air conditioning units shall be in good working condition. {R}
- 7.2.11 Stanchions, ropes and “tensa-barriers” shall be in good working condition, with no visible damage or broken parts. {R}
- 7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.2.14 Cleaning supplies and equipment shall be stored out of customers’ view when not in use and closet doors kept closed. {H}

7.3 Standards of Functionality

- 7.3.1 The Public Address System shall be clear and audible at all times. {H}
- 7.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:
Gate Areas – 38 foot-candles. {H}
- 7.3.3 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}
- 7.3.4 Telephones shall be in working order. {R}
- 7.3.5 Television monitors shall be clear, visible and in good working condition. {R}
- 7.3.6 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

7.4 *Signs, Directions, and Information*

- 7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}
- 7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.4.3 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

8.0 - Retail Services

8.1 Standards of Cleanliness

- 8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}
- 8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 8.1.3 Glass windows and display cases shall be clean. {R}
- 8.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}
- 8.1.5 All walls and columns shall be clean. {R}
- 8.1.6 Ceilings shall be clean and free of dust. {R}
- 8.1.7 Sales and cashier areas shall appear neat, organized and clean. {R}
- 8.1.8 Heating and air conditioning units and vents shall be clean and free of dust. {R}
- 8.1.9 Television monitors shall be clean and free of dust. {R}

8.2 Standards of Condition

- 8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 8.2.3 Entranceways shall be in good condition, free of marks, scratches or any visible damage. {R}
- 8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}
- 8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 8.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}
- 8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}
- 8.2.10 Stock shall be stored out of view of customers and stored within one (1) hour of delivery. {R}

- 8.2.11 Ceilings shall not be stained or have any broken tiles. {R}
- 8.2.12 Employees' personal belongings shall not be visible to customers. {R}
- 8.2.13 Heating and air conditioning units shall be in good working order. {R}
- 8.2.14 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}

8.3 Standards of Functionality

- 8.3.1 In the event of flight delays, essential services shall remain open for passengers in the terminal after normal business hours. {H}
- 8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles.** {H}
- 8.3.3 Music system shall be in a clear and audible working condition with appropriately set volume level. {H}
- 8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}
- 8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

8.4 Signs, Directions, and Information

- 8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}
- 8.4.2 Operators shall prominently display "Street Pricing" signing. {R}
- 8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}
- 8.4.4 Tip receptacles are not permitted. {R}
- 8.4.5 Hours of operations shall be prominently displayed and fully observed. {R}
- 8.4.6 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}
- 8.4.7 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.0 – Retail Services (continued)

- 8.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}
- 8.4.9 Retail areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}
- 8.4.10 When a retail outlet is closed for unscheduled reasons, appropriate signs shall be posted advising customers of the nearest, similar operating retail outlet. {R}
- 8.4.11 There shall be no unauthorized postings. {R}
- 8.4.12 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

8.5 Standards of Retail Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

- 8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}
- 8.5.2 Employees shall always offer customers a receipt and say “thank you” or an appropriate pleasant closing. {R}
- 8.5.3 Employees shall always give correct change. {R}
- 8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}
- 8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 8.5.6 Any complaints shall be dealt with promptly. {R}
- 8.5.7 Employees shall have appropriate knowledge of items being sold. {R}
- 8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

8.6 Standards of Product

- 8.6.1 All items shall be sold at “Street Prices” as defined in the lease/permit. {R}
- 8.6.2 Merchandise shall be attractively displayed. {R}
- 8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers’ needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}
- 8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}
- 8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}
- 8.6.6 All prices shall be clearly displayed. {H}
- 8.6.7 No items shall remain on shelves past expiration dates. {R}
- 8.6.8 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}
- 8.6.9 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

9.0 - Food & Beverage Services

9.1 Standards of Cleanliness

- 9.1.1 All areas in the establishment shall be clean and well maintained. {R}
- 9.1.2 Debris shall be removed from tables and counters within two minutes. {R}
- 9.1.3 Area shall be free of unpleasant odors. {R}
- 9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 9.1.5 Entranceways and frames shall be free of smudges, dirt and grime. {R}
- 9.1.6 Ceilings shall be clean and free of dust. {R}
- 9.1.7 Glass windows and display cases shall be clean. {R}
- 9.1.8 All food used for display purposes shall be changed regularly. {R}
- 9.1.9 Sales and cashier areas shall appear organized and clean. {R}
- 9.1.10 Tray slides shall be clean. {R}
- 9.1.11 Trays shall be sanitized after every use. {H}
- 9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}
- 9.1.14 All visible cooking equipment shall be clean. {R}
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 9.1.16 Heating and air conditioning units and vents shall be clean and free of dust. {H}
- 9.1.17 Television monitors shall be clean and free of dust. {R}

9.2 Standards of Condition

- 9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}
- 9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 9.2.3 Entranceways and frames shall be in good condition, free of marks, scratches or any visible damage. {R}
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}
- 9.2.6 Ceilings shall be free of stains and broken tiles. {R}
- 9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}
- 9.2.8 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}
- 9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}
- 9.2.11 Employees' personal belongings shall not be visible to customers. {R}
- 9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}
- 9.2.13 Television monitors shall be clear, visible and in good working condition. {R}

9.3 Standards of Functionality

- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}
- 9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area—23 foot-candles.** {H}
- 9.3.3 Music system shall be clear and audible with appropriately set volume level. {H}

9.0 – Food & Beverage Services (continued)

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

9.4 Signs, Directions, and Information

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators shall prominently display “Street Pricing” signing. {R}

9.4.3 Tip receptacles are not permitted. {R}

9.4.4 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.5 Hours of operations shall be prominently displayed and fully observed. {R}

9.4.6 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.7 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.9 Food and Beverage areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.10 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.11 There shall be no unauthorized postings. {R}

9.5 Standards of Food and Beverage Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and “thank you” or an appropriate pleasant closing. {R}

9.0 – Food & Beverage Services (continued)

- 9.5.3 Employees shall always give correct change. {R}
- 9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}
- 9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}
- 9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 9.5.7 Any complaints shall be dealt with promptly. {R}

9.6 Standards of Product

- 9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}
- 9.6.2 Menus shall be well designed, clean and display the correct prices. {R}
- 9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}
- 9.6.4 No items shall remain on shelves past expiration dates. {H}
- 9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}
- 9.6.6 Hot food shall be delivered hot and cold food shall be delivered cold. {R}
- 9.6.7 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

10.0 - Baggage Claim

Baggage Claim General Requirements

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Public Address System (PAS) shall be available. {H}
- c) Information display on baggage belt shall be available. {R}

10.1 Standards of Cleanliness

- 10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}
- 10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}
- 10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}
- 10.1.5 Ceilings shall be clean and free of dust. {R}
- 10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}
- 10.1.7 Seating shall be clean and free of stains. {R}
- 10.1.8 Windowsills shall be free of dust and debris. {R}
- 10.1.9 Windows shall be clean and free of streaks and smudges. {R}
- 10.1.10 Walls and columns shall have a clean appearance, free of dirt and marks. {R}
- 10.1.11 Conveyor curtains shall be clean and free of dirt and debris. {R}

10.2 Standards of Condition

- 10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 10.2.4 Heating and air conditioning units shall be in good working condition. {R}
- 10.2.5 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

10.0 – Baggage Claim (continued)

- 10.2.6 Seating shall be free of rips, tears and broken parts. {R}
- 10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}
- 10.2.8 Windows shall be in good condition, free of scratches or marks. {R}
- 10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 10.2.11 All light fixtures shall be in working order with no visible broken parts. {R}
- 10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}
- 10.2.13 Conveyor curtains shall be in good condition free of rips, tears and broken parts. {R}

10.3 Standards of Functionality

- 10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}
- 10.3.2 The Public Address System shall be clear and audible. {H}
- 10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}
- 10.3.4 Television monitors shall be in good working condition. {R}
- 10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles.** {H}
- 10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}
- 10.3.7 Speed of arrival baggage delivery shall be consistent with industry practice ;and may vary depending on load factors, where the aircraft is parked (terminal gate or remote parking location), domestic or international flights but in all cases baggage delivery shall not exceed:
 - For all aircraft, the first bag shall be delivered within fifteen (15) minutes after block time or after the first passenger arrives in the baggage claim area. {H}
 - For narrow-body aircraft, the last bag shall be delivered within thirty (30) minutes after block time. {H}
 - For wide-body aircraft, the last bag shall be delivered within fifty (50) minutes after block time. {H}

10.0 – Baggage Claim (continued)

10.3.8 Accuracy of baggage delivery shall not exceed monthly average of mishandled baggage as published by the US DOT Air Travel Consumer Report. {H}

10.4 Signs, Directions, and Information

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.0 - Ground Transportation & Welcome Centers

11.1 Standards of Cleanliness

Welcome Centers

- 11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}
- 11.1.2 Computers and monitors shall be clean and free of dust. {R}
- 11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}
- 11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

On-Airport Bus Services

- 11.1.5 All vehicle lighting shall be clean and free of debris. {R}
- 11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.7 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}
- 11.1.10 Seating shall be clean and free of graffiti. {R}

Permittee Services

- 11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.12 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}
- 11.1.14 Seating shall be clean and free of graffiti. {R}

Bus Shelters

- 11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.16 All bus shelter interiors shall be clean and free of debris. {R}
- 11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}
- 11.1.19 Seating shall be clean and free of graffiti. {R}
- 11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}
- 11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

11.2 Standards of Condition

Welcome Centers

- 11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 11.2.2 Computers and monitors shall be in good working condition. {R}
- 11.2.3 All telephones, including self-service phones shall be in good condition. {R}
- 11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}
- 11.2.5 Employee's personal belongings shall not be visible to customers. {R}

Airport Bus and Permittee Services

- 11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}
- 11.2.7 Vehicular body damage shall be repaired promptly. {R}
- 11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

11.0 – Ground Transportation & Welcome Centers (continued)

- 11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}
- 11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}
- 11.2.11 Employee's personal belongings shall not be visible to customers. {R}
- 11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

Permittee Services

- 11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}
- 11.2.14 Vehicle interiors shall be in good condition. {R}
- 11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}
- 11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

Bus Shelters

- 11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}
- 11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}
- 11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

11.3 Standards of Functionality

Welcome Centers

- 11.3.1 All customer care representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}
- 11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}
- 11.3.3 All buses must be equipped with automated recording announcements or the bus drivers must make audible announcements of the airport terminal or bus stops. {H}
- 11.3.4 Computers and monitors shall function properly, {R}
- 11.3.5 All telephones, including self-service telephones, shall function properly. {R}

On-Airport Bus Services

- 11.3.6 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.7 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.8 Doors shall operate properly and easily. {H}
- 11.3.9 Waiting time during peak periods shall not exceed fifteen (15) minutes. {R}
- 11.3.10 Public Address systems and announcements shall be clear audible, and up to date. {R}
- 11.3.11 Handicapped lifts or “kneeling bus” apparatus shall function properly as referenced to Standard 19.0 “Passengers with Reduced Mobility”. {R}

Permittee Services

- 11.3.12 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.13 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.14 Only authorized permittees shall make pick-ups at designated areas. {R}

11.4 *Signs, Directions and Information*

Welcome Centers

- 11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.2 Welcome Center waiting area shall be clearly identified. {R}
- 11.4.3 All transportation information shall be accurate and up to date. {H}
- 11.4.4 All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

On-Airport Bus Services

- 11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}
- 11.4.6. Pick-up locations shall be clearly designated. {R}
- 11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.8. All “Variable Message Signs” shall operate properly and display the correct information. Red “LED” (Light Emitting Diodes) signs shall not be used in new applications. {R}
- 11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

Bus Shelters

- 11.4.10. Bus wait times shall be prominently displayed. {R}
- 11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

11.5 *Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)*

- 11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}
- 11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within fifteen (15) minutes of the agreed upon pick-up time at the Welcome Center. {R}

12.0 - Taxi Dispatch Service

12.1 Standards of Cleanliness

- 12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}
- 12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}
- 12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

12.2 Standards of Condition

- 12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}
- 12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}
- 12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}
- 12.2.4 Queue line railing, where installed, shall be free of defects. {R}

12.3 Functionality

- 12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}
- 12.3.2 Queues for taxi service shall not exceed twenty (20) customers on line or customers shall not wait more than ten (10) minutes. {H}

12.4 Signs, Directions, and Information

- 12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}
- 12.4.3 Taxi rate information must be posted or be provided to the passengers. {R}

12.5 Standards of Taxi Dispatch Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Standard 1.0.

- 12.5.1 Taxi dispatch employees must be knowledgeable regarding taxi fares, tolls and distances to locations. {H}
- 12.5.2 Taxi dispatch employees shall not solicit or accept any tips. {H}

13.0 - Parking Lots & Garage Services

13.1 Standards of Cleanliness

- 13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}
- 13.1.2 Escalators and elevators shall be clean and free of debris. {R}
- 13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}
- 13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}
- 13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}
- 13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}
- 13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}
- 13.1.9 Drains shall be clear and free of debris. {R}
- 13.1.10 Unpleasant odors shall not be detected. {R}
- 13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

13.2 Standards of Condition

- 13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}
- 13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}
- 13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}
- 13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}
- 13.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

13.0 – Parking Lots & Garage Services (continued)

- 13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}
- 13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}
- 13.2.11 Striping shall be visible. {R}
- 13.2.12 Unattended baggage carts and wheelchairs shall be returned to dispenser racks or appropriate location promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 13.2.13 All fences and barriers shall be well maintained, rust free and properly secured. {R}

13.3 Standards of Functionality

- 13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations within twenty (20) minutes of the customer's request. {H}
- 13.3.3 All equipment shall be functioning and in good working order. {R}
- 13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}
- 13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}
- 13.3.6 Escalators and elevators shall be in working order. {R}
- 13.3.7 Elevator button lights and switches shall be operational. {R}
- 13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}
- 13.3.9 A "red light" shall be displayed indicating a closed lane. {R}
- 13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

13.4 Signs, Directions, and Information

- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.5 Signing for “help” phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.6 A plaque with the cashier’s name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}
- 13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

13.5 Standards of Parking Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

- 13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}
- 13.5.2 Employees shall provide a “thank you” or an appropriate pleasant closing to every customer. {R}
- 13.5.3 Parking employees shall not solicit or accept any tips. {H}

14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

14.1 Standards of Cleanliness

- 14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}
- 14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

14.2 Standards of Condition

- 14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}
- 14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}
- 14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}
- 14.2.5 Floors shall be dry and free of spills or water. {R}
- 14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}
- 14.2.7 All light fixtures shall be in working order with no visible broken parts. {R}
- 14.2.8 No unpleasant odors shall be emitted from the construction site. {R}
- 14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}
- 14.2.10 Construction workers shall obtain and prominently display official identification. {H}

14.3 Standards of Functionality

- 14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}
- 14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}
- 14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}
- 14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

14.4 Signs, Directions, and Information

- 14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}
- 14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}
- 14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}
- 14.4.4 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

15.0 - Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers. All standards in this section are rated as high priority.

15.1 Standards for Representation

- 15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.
- 15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is airborne. The representative shall sign-in and sign-out with the Terminal Operator.
- 15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)
- 15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:
 - a. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;
 - b. Name(s) of all authorized representative(s) on duty;
 - c. 24-hour telephone contact;
 - d. 24-hour fax number;
 - e. E-mail address;
 - f. Mailing address;
 - g. The name of ground handling company;
 - h. Name and contact of handling company's authorized representative;
 - i. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.
 - j. Provide website address for posting of information.

15.0 – Charter Operations (continued)

- 15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.
- 15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.
- 15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

15.2 Standards for Information

- 15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.
- 15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.
- 15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.
- 15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

15.3 Standards for Services in case of flight delay or cancellation

- 15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.
- 15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.
- 15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

16.0 - Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

16.1 Standards of Ramp Cleanliness

- 16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}
- 16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}
- 16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}
- 16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}
- 16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}
- 16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}
- 16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}
- 16.1.9 All drains shall be clear and free of debris. {R}
- 16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}
- 16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

16.2 Standards of Equipment Cleanliness

- 16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}
- 16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

16.0 – Ramp & Airside Areas (continued)

- 16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}
- 16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}
- 16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

16.3 Standards of Ramp Condition

- 16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}
- 16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}
- 16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}
- 16.3.4 All light fixtures shall be in working order with no visible broken parts. {R}
- 16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}
- 16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}
- 16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}
- 16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

16.4 Standards of Equipment Condition

- 16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}
- 16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}
- 16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

16.5 Standards of Equipment Functionality

- 16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}
- 16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}
- 16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}
- 16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}
- 16.5.5 Ramp equipment and cargo including containers shall be staged in an orderly fashion. {R}
- 16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}
- 16.5.7 Aircraft loading bridges shall be in good working order. {R}
- 16.5.8 Interline baggage transfer equipment shall be in good working order. {R}
- 16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

16.6 Signs, Directions, and Information

- 16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

17.0 - Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

The Following Defines “Stranded Passengers”

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and one (1) hour on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

The Following Defines “Areas of Responsibility”

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public. The Port Authority of NY & NJ has pledged to assist airlines during flight delay situations. PAPRICA (Port Authority Passenger Recovery in Cooperation with the Airlines) is the guideline airlines shall use during flight delays.

17.1 Assistance to passengers stranded on board an aircraft

- 17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for two (2) hours or longer. {H}
- 17.1.2 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

17.2 Assistance to passengers stranded inside the terminal

- 17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}
- 17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}
- 17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}
- 17.2.4 Airlines are encouraged to provide passengers with any additional services as required by federal regulation {R}

17.3 Passengers with Reduced Mobility

- 17.3.1 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly, disabled, passengers with medical conditions, unaccompanied minors, passengers with young children and passengers speaking foreign languages. {H}

17.4 Arriving flight information provided to the general public

- 17.4.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

18.0 - AirTrain Stations and Vehicles

18.1 Standards of Cleanliness

Stations: Interior

- 18.1.1 Seating shall be clean and free of stains. {R}
- 18.1.2 Floors shall be free of debris and stains and shall appear clean. {R}
- 18.1.3 All floor mats shall be clean and properly aligned. {R}
- 18.1.4 All planters shall be clean and free of dust and debris. {R}
- 18.1.5 Windowsills shall be free of dust and debris. {R}
- 18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}
- 18.1.7 Trash receptacles shall be clean and not overflowing. {R}
- 18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}
- 18.1.9 Floors shall be dry, free of spills or water. {H}
- 18.1.10 Ceilings shall be dust free and unsoiled. {R}
- 18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}
- 18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}
- 18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R}
- 18.1.16 Escalators shall be clean and free of debris and graffiti. {R}
- 18.1.17 All Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be clean and free of dust. {R}

Stations: Exterior

- 18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}
- 18.1.19 Windows shall be free of streaks and smudges. {R}
- 18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 18.1.21 Awnings, where present, shall be clean at all times. {R}
- 18.1.22 Walls shall be clean and free of graffiti. {R}
- 18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.24 Seating shall be clean and free of stains. {R}

Trains:

- 18.1.25 Exteriors shall be clean and have a freshly washed appearance. {R}
- 18.1.26 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}
- 18.1.27 Seating shall be clean and free of stains. {R}
- 18.1.28 Walls shall be clean and free of graffiti and scratches. {R}
- 18.1.29 Ceilings shall be dust free and unsoiled. {R}
- 18.1.30 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}
- 18.1.31 Floors shall be dry, free of spills and water. {H}
- 18.1.32 Windows shall be free of streaks and smudges. {R}
- 18.1.33 Doors shall be clean. {R}
- 18.1.34 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.35 Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

18.2 Standards of Condition

Stations: Interior

- 18.2.1 Seating shall be free of missing or broken parts. {R}
- 18.2.2 Tile and floors shall be free of large gouges, cracks and missing pieces. {H}
- 18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}
- 18.2.4 Planters shall be in good condition, free of any visible damage. {R}
- 18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}
- 18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}
- 18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}
- 18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 18.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}
- 18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}
- 18.2.13 Heating and air conditioning units shall be in good working condition. {H}
- 18.2.14 Escalators and elevators shall be in working condition. {R}
- 18.2.15 Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be in good condition, with no visible damage. {R}
- 18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.2.17 Employees' personal belongings shall not be visible. {R}
- 18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

Stations: Exterior

- 18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}
- 18.2.20 Entrance and exit doors shall be in good working order. {R}
- 18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}
- 18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}
- 18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}
- 18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}
- 18.2.27 Snow and ice shall be removed from walkways, roadways and guide ways to prevent any safety hazard. {H}
- 18.2.28 Roadways shall be well maintained and free of potholes. {R}
- 18.2.29 Baggage carts shall be readily available. {R}

Trains

- 18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}
- 18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}
- 18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}
- 18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}
- 18.2.34 Seating shall be free of tears, rips or graffiti. {R}
- 18.2.35 Doors shall be in good working order. {H}
- 18.2.36 Passenger Information Display System (PIDS) shall be in good condition with no visible damage. {R}

18.3 Standards of Functionality

Stations: Interior

- 18.3.1 Flight Information Display System (FIDS) and Train Information Display System (TIDS), shall be clear, visible and accurate. {R}
- 18.3.2 Elevator button lights and switches shall be operational. {R}
- 18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}
- 18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 18.3.5 Public address systems shall be clear and audible. {R}

Stations: Exterior

- 18.3.6 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

Trains:

- 18.3.8 Waiting times at EWR shall not exceed:
- Three (3) minutes, between the hours of 1100 and 2000
 - Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
 - Twenty-four (24) minutes between 2400 and 0500
- Waiting times at JFK shall not exceed:
- Nine (9) minutes, between the hours of 0600 and 1430
 - Nine (9) minutes, between 1430 and 0000
 - Thirteen (13) minutes, between 0000 and 0600

- 18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 18.3.10 Automated announcements shall be audible and up-to-date. {R}
- 18.3.11 Public Address systems shall be clear and audible. {R}
- 18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

18.4 Signs, Directions, and Information

- 18.4.1 Route/destination signing shall be clearly posted. {R}
- 18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}
- 18.4.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with Port Authority Aviation Signing and Wayfinding Standards.{R}
- 18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}
- 18.4.5 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate. {R}
- 18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 18.4.7 Telephones and/or call boxes shall be easily identified. {R}
- 18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

19.0 - Assistance to Passengers with Reduced Mobility

Definition of “Passengers with Reduced Mobility”

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the American with Disabilities Act—An individual is “disabled” if he or she meets at least any one of the following tests:
 - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
 - He or she has a record of such an impairment
 - He or she is regarded as having such an impairment
2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers’ requiring/requesting the aid of a mobility assistance representative.

Relevant Standards and Regulations

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

Areas of Responsibility

- a. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.
- b. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

19.0 - Assistance to Passengers with Reduced Mobility (continued)

c. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

d. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Passengers with Reduced Mobility shall not be left unattended at any AirTrain platform or station. {H}

19.2.3 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.4 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.5 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.6 Unaccompanied minors shall not be left unattended. {H}

19.2.7 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.8 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.9 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

19.3 On-Airport Assistance to Passengers with Reduced Mobility

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

- 19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}
- 19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.4 Provision of Wheelchairs to Passengers with Reduced Mobility

- 19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}
- 19.4.2 Airlines shall each provide boarding wheelchairs and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}
- 19.4.3 All wheelchairs may be subject to an inspection of:
- a. Armrests—sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
 - b. Wheelchair back—upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;
 - c. Seats, cross braces and frames—upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;
 - d. Wheel locks—securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
 - e. Large wheels—no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
 - f. Casters—check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,
 - g. Footrest/leg rest—check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.0 - Assistance to Passengers with Reduced Mobility (continued)

- 19.4.4 All wheelchairs shall be well maintained and in good condition. {R}
- 19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}
- 19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}
- 19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}
- 19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}
- 19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

19.5 Signs, Directions and Information

- 19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

20.0 - Public Circulation and Queue Management

The Following Defines "Circulation Areas"

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

The Following Defines "Queuing Area"

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

Areas of Responsibility

- a. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.
- b. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.
- c. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.
- d. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.
- e. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.
- f. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

20.1 *Standards for Managing Passenger Circulation*

- 20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}
- 20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

20.0 - Public Circulation and Queue Management (continued)

- 20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}
- 20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}
- 20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}
- 20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}
- 20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}
- 20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}
- 20.1.9 Objects shall not interfere with the public's visual field so as to affect public orientation and understanding of designated flow paths. {R}

20.2 Standards for Managing Passenger Queuing Areas

- 20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}
- 20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}
- 20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}
- 20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}
- 20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}
- 20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

20.3 Stanchion Appearance and Locations

- 20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}
- 20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}
- 20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}
- 20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}
- 20.3.5 Stanchion belts or ropes should never be tied together. {R}
- 20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}
- 20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}
- 20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

21.0 - Orderly Evacuation and Resumption of Services

Definition of "Emergency Situation"

- a. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.
- b. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 Airline Assistance

- 21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.1.2 All airline employees shall be familiar with airport emergency procedures.
- 21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.
- 21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.
- 21.1.6 Airlines shall at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.
- 21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

21.0 - Orderly Evacuation and Resumption of Services (continued)

- 21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.
- 21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).
- 21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

21.2 Airport Tenant Responsibilities

- 21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.
- 21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.
- 21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

21.3 TSA Responsibilities

- 21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.
- 21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.
- 21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.0 - Orderly Evacuation and Resumption of Services (continued)

- 21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)
- 21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

21.4 Terminal Operator Responsibility

- 21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.
- 21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.
- 21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.
- 21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.
- 21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.
- 21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.0 - Orderly Evacuation and Resumption of Services (continued)

- 21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.
- 21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.
- 21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.
- 21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

21.5 Communication and Public Announcements

- 21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

21.6 Directions and Assembly Locations

- 21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assemble in case of an emergency.
- 21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.
- 21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.
- 21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.0 - Orderly Evacuation and Resumption of Services (continued)

- 21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.
- 21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.
- 21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

21.7 Departure Service Resumption Process

- 21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened in an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

21.8 Departure Service Resumption Process

- 21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

21.9 Passengers Needing Assistance

- Persons with Reduced Mobility are defined in Standard 19.0
- 21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.
- 21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

21.10 First Aid Assistance

- 21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.
- 21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

22.0 - Cargo Services

In addition to the standards listed below, some elements of Ramp and Airside Areas, Standard 16.0 may apply to the Cargo Services area.

22.1 Standards of Cargo Condition

- 22.1.1 All cargo, both import and export, must be adequately protected from weather-related elements during the offloading process and subsequent drayage to the cargo warehouse. Plastic sheets are recommended where applicable.
- 22.1.2 All import cargo must be delivered to the cargo warehouse and shall not remain on the ramp areas.

22.2 Standards of Equipment Functionality

- 22.2.1 Aircraft handling equipment should be positioned behind designated demarcation lines and safety areas at least thirty (30) minutes prior to aircraft arrival on blocks.
- 22.2.2 All aircraft handling equipment should be in good working order.

22.3 Standards of Ramp Unit Load Device (ULD) Handling

- 22.3.1 All ULD's shall be stored off the tarmac, preferably on ULD storage racks in a designated cargo equipment area.
- 22.3.2 ULD's shall never be directly fork lifted at any time.
- 22.3.3 Slave dollies and loading vehicles and equipment shall be used when transporting ULD's.

22.4 Import Warehouse Operations

- 22.4.1 All cargo shall be processed and made available for customer pick-up within designated time frames but no longer than four hours.
- 22.4.2 All cargo shall be stored in designated areas that are monitored to ensure prevention of theft or pilferage.
- 22.4.3 All cargo shall be stored in designated areas that will facilitate the expeditious delivery to consignees.

22.5. *Export Warehouse Operations*

- 22.5.1 All cargo must be checked-in and verified by supervisory staff.
- 22.5.2 All cargo must be staged or stored in areas designated for export cargo
- 22.5.3 Plastic sheets shall be used for export cargo loaded on non-structured ULD's to ensure protection from weather related elements.

22.6 *Dangerous Goods Handling*

- 22.6.1 Warehouse dangerous goods areas shall be separated from other cargo handling areas.
- 22.6.2 Warehouse dangerous goods areas shall be clearly marked.
- 22.6.3 The handling of dangerous goods cargo shall be in accordance with IATA and ICAO current dangerous goods regulations.
- 22.6.4 Designated dangerous goods areas should have sub-areas segregated by class of dangerous goods.
- 22.6.5 Qualified personnel shall perform the acceptance of dangerous goods.

22.7 *Valuable Cargo Handling*

- 22.7.1 Locked vaults and similar type facilities shall be designated for high value goods.
- 22.7.2 Valuable cargo shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.7.3 Surveillance cameras or security staff shall monitor valuable cargo areas at all times.
- 22.7.4 Valuable cargo shall be handled in accordance with industry standards and best practices.

22.8 *Vulnerable Cargo Handling*

- 22.8.1 Locked cages and similar type facilities shall be designated for vulnerable cargo.
- 22.8.2 Vulnerable goods shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.8.3 Surveillance cameras or security staff shall monitor vulnerable goods area at all times.

22.9 Perishable Cargo Handling

- 22.9.1 Perishable cargo shall be handled in accordance with IATA Perishable Handling Regulations.
- 22.9.2 Refrigeration and climate control specifications must be maintained according to shipper or consignee requirements.
- 22.9.3 Perishable cargo shall be stored in designated areas of the cargo warehouse.
- 22.9.4 Qualified personnel shall perform the acceptance of perishable cargo.

22.10 Live Animal Handling

- 22.10.1 Live animals shall be handled in accordance with IATA Live Animal Handling Regulations.
- 22.10.2 Live animals shall be handled in designated areas of the cargo warehouse.

22.11 Import Operations

- 22.11.1 All documents shall be processed in a timely manner when picking up cargo but not later than fifteen (15) minutes.
- 22.11.2 All irregularities shall be documented.

22.12 Export Operations

- 22.12.1 Documentation shall be accepted and checked-in a timely manner, but not longer than fifteen (15) minutes.
- 22.12.2 Cargo shall be manifested according to specific instruction provided prior to flight manifesting time frames.

22.13 Cargo Public Areas

- 22.13.1 All public areas shall be clean, well maintained and free of unpleasant odors.
- 22.13.2 All public areas shall be well lit with all light fixtures in working order with no visible parts.
- 22.13.3 Counters shall be neat, organized and clean.
- 22.13.4 Floors shall be clean and free of debris.

22.14 Signs, Directions and Information

- 22.14.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.14.2 Illuminated signs shall be in proper working order.
- 22.14.3 There shall be no unauthorized postings.
- 22.14.4 Airline and general tenant names shall be clearly posted and be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.15 Signs shall clearly identify location of services provided.
- 22.16 All signs shall be clearly visible to customers.

22.17 Landside Parking

- 22.17.1 An adequate number of customers parking shall be provided based on facility specifications.
- 22.17.2 All designated customer parking shall be well marked.
- 22.17.3 Customer parking areas shall be in good condition, free of potholes and debris.
- 22.17.4 All designated truck parking shall be well marked.
- 22.17.5 Truck parking areas shall be in good condition, free of potholes and debris.
- 22.17.6 Truck parking shall be free of object that may impede the flow of goods into the warehouse.
- 22.17.7 All striping demarcations shall be visible.

22.18 Landside Truck Docks

- 22.18.1 All truck dock doors shall be well list with all light fixtures in good working order with no visible broken parts.
- 22.18.2 All truck dock doors shall be clearly marked.

22.19 Standards of Cargo Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0

- 22.20.1 Staff shall be fully trained in the applicable ramp handling and aircraft loading processes.
- 22.20.2 All aircraft handling equipment must be operated in a safe and secure manner consistent with Port Authority Airport Rules and Regulations.
- 22.20.3 One (1) marshaller and two (2) wingwalkers shall be utilized for aircraft arrival and departure.
- 22.20.4 FOD checks shall be conducted thirty (30) minutes prior to aircraft arrival and thirty (30) minutes after aircraft departure.

EXHIBIT 5 – LGA Security Handbook for Managers



THE PORT AUTHORITY OF NY & NJ

Keeping LaGuardia Airport **Safe**

A HANDBOOK FOR MANAGERS

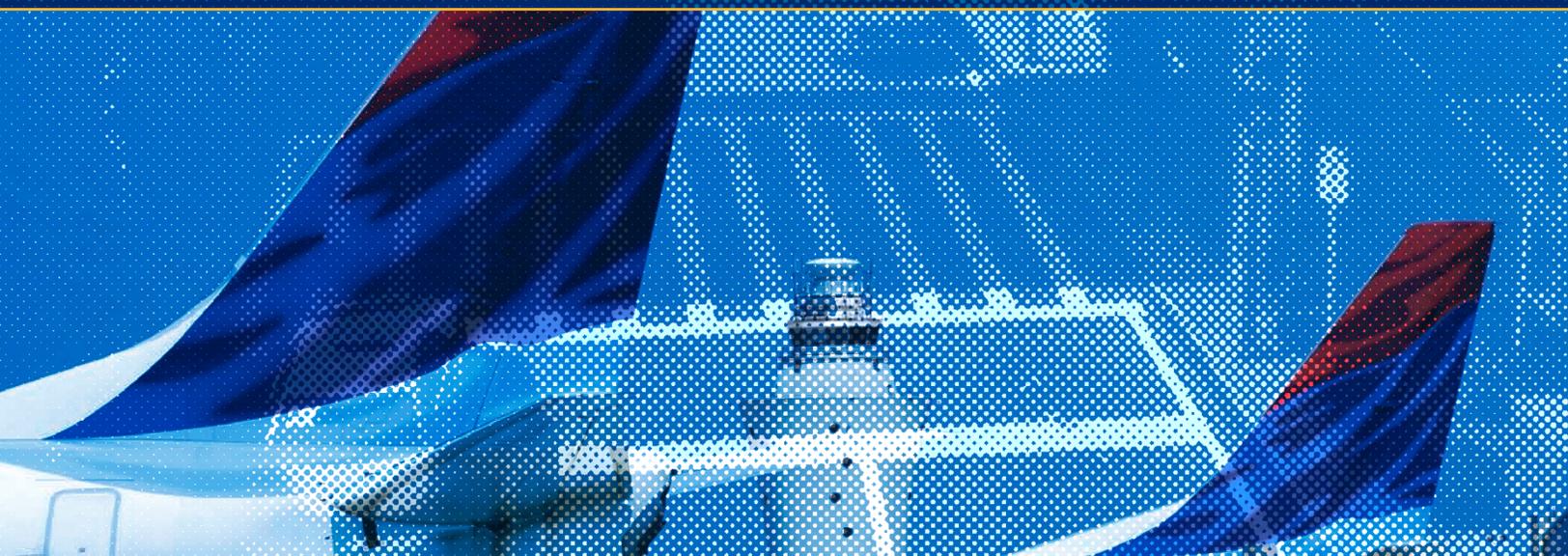


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WELCOME TO LAGUARDIA AIRPORT

The Port Authority of NY & NJ helps to safeguard the region's people and economy, so that residents and businesses alike can prosper with secure, efficient transportation options. As a member of the airport community, you and your employees play an important part in LaGuardia's first line of defense against possible threats. You are responsible for ensuring that the airport, its passengers, and your fellow employees and colleagues are both safe and secure.

The Port Authority works closely with the Federal Transportation Security Administration (TSA) to implement and enforce security-related laws, rules, and regulations, which you are responsible for obeying, following, and, to an extent, enforcing as an airport employee. It is important that you take the time to become familiar with these rules and regulations as they are regularly enforced and rewards may be given for doing your job.

On the other hand, you may be subject to penalties and fines if you are found to be in violation. As an ID badgeholder at LaGuardia Airport, you are held personally accountable for your actions or, even, inaction. If you are unclear about a particular violation, or have any specific questions regarding the airport rules and regulations you must follow and enforce, please ask your Security Identification Display Area (SIDA) Trainer or the Port Authority Security Office for clarification.

Working together to serve the public at LaGuardia Airport, we depend on one another to be diligent in our jobs, aware of our environment, and to report suspicious activity. Thank you for your support in our efforts to ensure safety and security at LaGuardia.

SECURITY RULES, REGULATIONS, AND VIOLATIONS

Each employee is required to uphold:

- 1 Federal, state, and local laws
- 2 TSA regulations which include CFR 1520 (Protect Sensitive Security Information), CFR 1540 (Security Responsibilities of Employees), and CFR 1542 (Display, Access, Escort, Challenge)
- 3 Port Authority Policy and Procedures
- 4 Port Authority Air Terminal Rules and Regulations
- 5 LaGuardia Airport Manager Bulletins which are issued from time to time by the General Manager, LaGuardia Airport

Rules covered in this handbook are taken from the above-mentioned sources. If you would like further information or clarification, contact the Port Authority's Security Office at LGA.

Violations of the above referenced rules, regulations, laws, and policy may be cause for a security violation known as a Breach of Rules (BOR) to be issued by the Port Authority Police, Port Authority Operations, or an auditor under contract with the Port Authority. A violation that is deemed severe by the Airport Security Coordinator (ASC), the Airport Manager or their designee is cause for permanent revocation of the employee's ID badge.

In all circumstances, the Port Authority reserves the right to penalize companies conducting business at LaGuardia for security infractions. Penalties may be determined and assessed based on consultation with the TSA.

A combination of any three or more security violations within two years will result in revocation of the employee's ID badge for up to two years. If the employee does not commit another offense within two years, a future offense will be treated according to the rules as a first offense.

As stated in the Air Terminal Rules and Regulations, the Port Authority reserves the right to confiscate any Airport Security ID badge for any unlawful use, including violations of airport security. In addition, keep in mind that cardholders have lost their privileges for two years for losing more than three ID badges in a two-year period; for conducting unofficial, non-business related escorts of family; and for using the ID badge to access the terminal for non-business related, personal use.

YOUR LAGUARDIA AIRPORT ID CARD

A note about definitions: the identification media issued by the Port Authority at LaGuardia is commonly referred to by the following terms: identification media, ID badge, ID card, Airport ID, Port Authority Security ID Card, Port Authority Security ID badge, Security ID, Security pouch. The holder of such media is referred to as either a cardholder or a badge holder. These terms are used synonymously.



HOW TO DISPLAY IT

According to TSA and Port Authority rules, no one may enter or be in the Air Operations Area (AOA) or Security Identification Display Area (SIDA) unless he or she:

- 1 Displays a valid Port Authority Security ID badge indicating that he or she has unescorted access privileges; or,
- 2 Displays a valid approved Air Carrier ID (in a location that is part of an Exclusive Area Agreement, which allows the use of an Air Carrier ID for limited access to the AOA or SIDA): or,
- 3 Displays a photo ID issued by an authorizing airline (For aircraft crew members, dressed in the full uniform of their company) while transiting directly between the aircraft and his/her office location; or,
- 4 In the case of an FAA Aviation Safety Inspector conducting his/her assigned duties, displays an FAA Form 8000-39 with photograph. The FAA Safety Inspector may also be escorted by an individual who has a valid Airport Operator Identification Card indicating that he or she has privileges to escort others.

You must display your ID badge correctly – with the photo facing forward on your outermost garment, above the waist and below the neck. ID card holders or pouches must use clear plastic and the ID must not be obscured in any way. The ID badge must be displayed at all times while you are in the SIDA/AOA and Sterile Areas.

DEFINITION OF SIDA/AOA

The SIDA/AOA are areas on airside where the aircraft move about. The areas consist of the ramp, runways, taxiways, baggage areas, airline offices and gates where passengers board and leave the aircraft.

DEFINITION OF STERILE AREA

The Sterile Area is only in the passenger terminals, between passenger screening checkpoints and the boarding gate.

FAILURE TO PROPERLY DISPLAY ID

Each ID badge must be in good condition (laminates not peeling, badge not broken) and its view should not be blocked by stickers, pins, etc. In addition, do not write anything on the badge such as your PIN number or any other information.

If you do not display your ID badge correctly or if you display your badge in a manner that does not meet the requirements of valid identification, you will be fined for failing to use identification properly. Please refer to page 14 and 15 for a list of fines and penalties you, the employee, will be subject to if you are caught failing to properly display identification.

An expired, mutilated, defaced, misused, or invalidated identification badge will be confiscated. It may also be suspended or revoked. In addition, misuse, loaning/borrowing, fraudulent use or alteration of the ID badge (or Personal Identification Number [PIN]) may subject you to arrest and investigation by the TSA.

Knowing, willful, intentional use of materials, data, etc. to duplicate or reproduce Port Authority of NY & NJ approved official ID badges

will result in immediate and permanent confiscation of the badge. The employee may also be subject to arrest.

WHAT IF YOUR BADGE IS MISPLACED

It is the personal responsibility of every employee to whom an Airport ID is issued to secure and care for that badge. If you lose your ID badge, or if it has been stolen, you must immediately report the loss to your Issuing Officer and to the Port Authority ID Office so they can remove any access privileges associated with that badge.

A \$100 fee will be assessed for lost badges.

If your badge is stolen, it must be reported immediately to the local police precinct where you believe the badge was stolen. An incident report issued by the Police is required to waive the \$100 administrative fee. The report must state that the LGA ID Airport badge was stolen.

If your badge is lost or stolen, you will not be authorized to enter the SIDA/AOA or Sterile Area until your badge is replaced. In addition, you cannot be escorted into the SIDA/AOA or Sterile Area — escorting employees who have lost or stolen badges is prohibited. You must obtain a new ID badge in order to enter the SIDA/AOA or Sterile Area. Failure to comply with this restriction will result in a Breach of Rules (BOR) violation.

If you find your ID badge after it has been reported lost or stolen, do not use it. Doing so could result in arrest. Immediately return the badge to the ID Office with a disposition form or return it to your company's Issuing Officer. If applicable, you may be refunded the \$100 assessment fee from the Badging Office.

PROPER PROCEDURES

Every time you enter a door with an access reader, you must use your own ID badge and PIN. Every time you access a door with a cipher lock (a door that leads to the SIDA or the Sterile Area that has a numbered key pad lock), you must display your ID badge and enter the code. It is the responsibility of every employee to whom an airport ID has been issued to report any one displaying an expired, mutilated, defaced, or otherwise invalid airport ID to the Port Authority Police without delay. (See page 12 for information on ID Badge Challenging.)

What if you encounter a problem with your badge? What if it doesn't work or a co-worker asks to borrow it? Read through the following situations carefully to learn about the appropriate action you need to take.

Situation: The laminate on your ID badge is peeling.

Solution: Report to the ID Office with a disposition form signed by your Issuing Officer indicating that your ID badge is damaged. A new ID badge will be issued.

Consequence: If you do not receive a new ID badge, you may receive a BOR violation and your badge will be confiscated.

Situation: You report to work and swipe your ID badge in a door that leads from the public area at the passenger baggage carousel to the SIDA area. The reader does not validate your entry. You swipe a second time and still are denied access. You are frustrated because you need to get to your job site. You wonder what's wrong.

Solution: Call the Port Authority ID Office or Port Authority Operations for assistance. The Port Authority will review your record in the database. You will be provided with an explanation of the problem. It may be that your ID badge expired the previous day. Or, perhaps at some point you may have reported it lost/stolen, only later to find it — but you forgot to notify the ID/Access Badge Office. If the badge is valid and active, you may need to call your terminal operator to determine if the reader is malfunctioning.

Consequence: This problem requires immediate resolution. If the problem is in your badge, you must visit the Security ID Office in order to reinstate your access.

Situation: You are ending your shift. Your co-worker reporting to work realizes he has forgotten his ID at home. He asks if he can use yours for the day. You agree to let him borrow it as long as you get it back by the time you report to work the next day. You report to work the next day only to find out you are no longer granted the privilege of holding an ID badge and that it was confiscated.

Solution: Never lend anyone your ID. Your co-worker must return home to find his ID. You cannot allow him to use yours since it is against Port Authority rules.

Consequence: If you loan your co-worker your ID, you will jeopardize both of your jobs and both of you may be subject to penalties, fees, and possible arrest.

DON'T ALLOW PIGGYBACKING

Employees who access the SIDA, AOA, or Sterile Area through a secure access door or pedestrian or vehicular gate are required to swipe their own ID badges and enter their own PINs; or if at a cipher lock, to enter the code every time. As a badge holder, you have an obligation to prevent “piggybacking” and make sure no one follows behind you by closing the door behind you every time you enter — no matter whether the door has a swipe or a cipher lock. When opening a secured door to a restricted area, be sure to secure the door properly after passing through it. Never allow another person to follow you through a secure access point.

Piggybacking occurs when someone follows through an access point behind another person without using his/her own ID badge to enter the restricted area (unless under proper escort procedures, see page 8). If an LGA employee allows someone through an access point without the other person using his/her own ID badge, both employees will be cited for piggybacking and each may be issued a BOR. If an employee follows someone through an access point without using his/her own ID and without the other person’s knowledge, the individual following is cited for piggybacking and the other person is cited for failure to secure the door behind him/her. Call the PAPD if you witness a piggybacking incident.

Often, we want to be courteous by holding the door open for someone else, but this practice does not follow proper security procedures and is not allowed at access points to the SIDA, AOA, or Sterile Area. If you are caught piggybacking or allowing someone else to piggyback behind you, not only could you be issued a BOR, you could also be fined up to \$10,000 and lose your ID badge privilege for a year or longer.

What Are Some Examples Of Piggybacking?

Example

You enter through door A3 and fail to close the door behind you, assuming it will shut on its own. However, the wind catches the door and keeps it open.

If you are caught, you will be issued a BOR and be charged any applicable penalties.

Example

You access door C5 and do not close the door all the way after passing through it. An employee from another company arrives and, without swiping, enters through door C5 which is still open behind you.

You both will be issued BORs and any applicable penalties.

Example

You are running late for work and must get to the job site on time because you have been warned by your supervisor not to be late again. As you hurriedly approach the secured door, an employee has just swiped and cleared entry into the area. You run to grab the door before it closes.

The individual who opened the door will now be cited for failure to ensure the door closed behind him/her and you will be cited for piggybacking. You might have made it to work on time, but now you will have an infraction against your record. Your third offense results in your loss of LGA ID badge privileges. Will this affect your employment? It’s very likely.

PROPER PROCEDURES

Security doors are to be used only for official business. Even if you have authorization to access a secure door, you are not allowed to use it if you are not on duty or for unofficial business. Your access rights at LGA are privileges, and you are expected and required not to misuse those privileges. Using a security door for unofficial business will result in a BOR violation and fine and investigation by the TSA.

LaGuardia Airport ID badge holders are required to respond to any restricted access point door alarms (i.e. the jetway, gate, employee access, or fire egress doors) in the airport. As a badge holder, you should observe and take physical or mental notes of the exact conditions, and notify a Police Officer or Security Guard of your observations. You must be ready to challenge where appropriate and be sure to immediately contact the Port Authority Police about suspicious individuals or if you feel threatened by the individuals you challenged.

Example

You are late for a flight, and you use your LGA badge ID to bypass the checkpoint and enter the Sterile Area. If you use the badge to access a flight without being screened, your ID card privileges will be immediately revoked (for up to two years) and you will be issued a BOR. In addition, the TSA will be notified and you may be subject to civil penalties.

Example

You swipe your ID badge three times and enter the wrong PIN every time. Since you need to pass through the secure door, you are tempted to enter by using the alarmed push bar on the door. If you cannot gain access by using your ID badge and/or security key, do not attempt to open the secure door by other means. Call Port Authority Operations immediately for assistance.

Security protocol requires that you open secure doors using your LGA ID badge, security key or Cipher lock code. You should not push on an alarmed bar or force a door open instead of using an ID badge or security key. If you force a secure door open or open a secure door without an ID badge or security key, you will be issued a BOR.



CONDUCTING ESCORTS

An individual who is approved to serve as an escort must abide by proper escort procedures. The escorting employee must keep the escorted party within eyesight and must be able to communicate verbally at all times (if a vehicle escort, then stay within two car lengths of the vehicle(s)). Escorts may only be conducted for an authorized business purpose, and the escorter must ensure that the escorted party remains only in the areas needed for the particular business purpose authorized. The escort ratio is one escort per every five escorted individuals, and one escort for every two vehicles. The escorted person must carry a valid, unexpired, government issued photo identification on him/herself at all times. Accepted government issued photo identification is:

- State Driver's License
- New York or New Jersey State Motor Vehicle Identification Card
- New York or New Jersey State Learner's Permit with Picture
- U.S. Passport (unexpired or expired)
- United States Military Card
- NY or NJ State or NY City Employee I.D.
- SWAC card

All escorts, vehicle and pedestrian, must be documented. An Escort Form must be appropriately and fully completed as directed. Contact your Issuing Officer or Supervisor for a copy of the form. The company should maintain records for one year of all escorts. More specific information regarding escort requirements, rules, and procedures follow below.

HOW DO I ESCORT PEOPLE?

Pedestrian Escorts – SIDA/AOA through a building

Escorts into the SIDA/AOA may only take place through assigned doors in each terminal. The completed Escort Form must be submitted to security personnel at these locations. These doors are:

- Delta Flight Center: Door SCSD1 next to the Northwest baggage claim office.
- Central Terminal Building:
 - Door BR-7 in the United baggage claim area
 - Door BR11 next to the Air Canada baggage service office
- Delta Shuttle: Door 11 near the Delta Shuttle baggage service office

Pedestrian Escorts – Sterile Area

All escorts into the sterile area must follow the “Temporary Worker Sterile Area Access Procedures,” detailed below.

Sterile Access When the Passenger Screening Point is Open:

- 1 Using the template provided by TSA, fax to the TSA the name(s) of the temporary worker(s) requiring access to Sterile Areas, and the numbers and expiration dates of one item of government-issued photo identification (valid state driver’s license or U.S. Passport, for example) the worker will show at the checkpoint. Send the fax to the TSA in advance – 72-hour advance notice is preferred but the fax must be sent at least 24 hours in advance of the work schedule. Include a complete inventory of all tools/prohibited items the workers may bring with them. TSA will check the names against current Selectee and No-Fly Lists. Once cleared, TSA will hold the list of names at the passenger screening point.
- 2 At the screening checkpoint, each temporary employee should present the one item of government-issued photo identification that was previously faxed to the TSA. Once the employee has been verified and approved for access, he/she shall be screened and permitted access to the Sterile Area. An escort is required if the temporary worker intends to use a prohibited item for official business in the Sterile Area.
- 3 If a temporary worker must use tools that have been defined by the TSA as “prohibited items,” ONLY an employee with a valid red LGA Airport ID badge with escort privileges may transport these tools into the Sterile Area. Such items can only be transported through the SIDA and must NOT be brought through the passenger screening point. The employee who is transporting the tools, or another employee with a valid red LGA ID badge with escort privileges (or if inside the Sterile Area, a valid blue LGA Airport ID badge) shall remain with the tools and the temporary worker using them AT ALL TIMES while the temporary worker is in the Sterile Area. It is the responsibility of the employee providing the escort to account for all tools and to ensure that they are properly removed from the Sterile Area when the work is completed.

Sterile Area Access When the Passenger Screening Point is Closed:

- 1 For access to the Sterile Areas after the passenger screening point is closed, using the template provided by TSA, fax to TSA the name(s) of all temporary workers, and the numbers and expiration dates of one item of government-issued photo identification (valid state driver’s licenses or U.S. Passport, for example) the worker will show at the checkpoint. Send the fax to the TSA in advance – 72-hour advance notice is preferred but the fax must be sent at least 24 hours in advance of the work schedule. Include a complete inventory of all tools/prohibited items the workers may bring with them. TSA will check the workers’ names against the current Selectee and No-Fly lists. Once cleared, TSA will hold the list of names at the passenger screening point.
- 2 An employee with a valid red LGA Airport ID badge, using the swipe bypass doors at the passenger screening point, will grant the temporary worker(s) access to the sterile area.
- 3 When the passenger screening point is set to re-open, all temporary workers must vacate the Sterile Area with all tools before TSA conducts a sweep of the area. Once the passenger screening point is re-opened, temporary workers seeking access to the Sterile Area must follow the access procedures described above.

Violations of Airport Escort Procedures include, but are not limited to: not possessing escort privileges, failure to maintain line-of-sight of the escorted, and not using designated doors manned by security personnel. Should a LGA ID badge holder with escort privileges be in violation of any applicable escort procedures, he or she will be subject to a security BOR.

CONDUCTING ESCORTS

(continued)



HOW DO I ESCORT A PERSON CARRYING PROHIBITED ITEMS INTO THE STERILE AREA?

The TSA has established a list of prohibited items (the list is available at the TSA website). No one is permitted to bring prohibited items into the Sterile Area. However, tools needed for an approved business purpose such as construction or equipment repairs are allowed into the Sterile Area. As an ID cardholder conducting an escort, you are responsible for ensuring that any prohibited items that enter the Sterile Area are removed from the Sterile Area. Whether the screening point is open or closed, the ID cardholder must ensure that an inventory is taken and reviewed upon entry and exit of the Sterile Area.

IS THERE ANY ONE I SHOULD NEVER ESCORT?

The following individuals are not eligible for escort in the SIDA/AOA or Sterile Area:

- Individuals denied LGA Security ID. This means that any individual who has applied for and been denied an ID badge by the Airport Security ID Office cannot be escorted. For your information, whenever the Airport Security ID Office denies an application, a letter stating such is sent to both the company and the individual. A copy of the letter sent to the individual is sent to the TSA.
- Any employee who works at LGA (in the SIDA/AOA or Sterile Area) one or more days per week who has not been fingerprinted by the Security ID office. This means that most new hires must be fingerprinted BEFORE being escorted.
- Any employee who has been issued an LGA ID badge but is not in possession of it for any reason.
- Specific to Terminals A, C, and D: any employee issued an ID badge by the Port Authority, but whose badge is not yet programmed into the Terminal A, C, or D access control system.

In addition, the following also applies to the Sterile Area:

- Anyone who is not on the TSA's pre-approved list. See above section on Sterile Area escorts for more information and instruction.

HOW DO I ESCORT VEHICLES?

The *escorting* vehicle and driver must meet the following criteria:

- 1 The driver has a valid ID badge with driver and escort privileges.
- 2 A completed Escort Form describing the vehicle or person under escort and a valid, unexpired state driver's License.
- 3 After turning in the Escort Form, the escorting driver must verbally inform the security guard(s) of how many vehicles he or she is escorting.

The *escorted* vehicle and driver/passengers must meet the following criteria:

- 1 The driver has a valid state issued driver's license, which matches the information on the Escort Form.
- 2 All vehicle passengers under escort have valid government issued identification, which matches the information on the Escort Form.



THE CHALLENGE PROGRAM

Employees working in the SIDA or AOA are required by federal law to display their badges and to challenge any and all individuals who fail to display or improperly display their ID badges. Before you challenge someone, you must know the exact location of the Sterile Area and SIDA. If you are unsure about it, contact your Supervisor or the Security Office — ask to speak to the Security Manager.

A challenge occurs when an employee within the SIDA/AOA approaches and questions individuals (or drivers of vehicles) who are not showing their ID badges. An employee should notify the PAPD of any individuals or drivers of vehicles present in those areas who do not display, or refuse to show, their ID badges or the proper credentials (in the case of vehicles).

Each ID cardholder can and may challenge any other ID cardholder in the SIDA/AOA, as well as the Sterile Area -- as long as the individual is in an employee work area such as behind a counter or operating a register, for example. Specifically, each ID cardholder, in a non-threatening manner, must challenge when:

- 1 Any individual in the SIDA/AOA does not have an Airport ID badge displayed or does not have an airport ID displayed appropriately (as instructed in SIDA training and described in this handbook — see page 6)
- 2 Any other ID cardholder whose ID badge is expired, mutilated, or destroyed.

Challenging requires observing others in your working environment. If you see someone entering the SIDA/AOA, you are required to approach the individual if an ID badge is not visible to you. If someone enters a SIDA/AOA area behind you, and he/she does not display an ID badge or appears to have gained access by not entering his/her PIN on an access card reader or a code at a cipher lock, then you must challenge him/her. Also be aware of individuals who appear to have no obvious business purpose or seem hesitant, nervous, or out of place — use your instincts and challenge the individuals.

Challenge unauthorized access when:

- NO Airport ID badge is displayed
- Airport ID badge is improperly displayed
- The wrong Airport ID badge is displayed
- You observe "piggybacks"
- You see employee movement through emergency exits (non-emergency) without swiping
- An alarm is triggered.

Contact the Port Authority Police, Operations, or your Supervisor if you encounter an individual who refuses to cooperate with a challenge. If the individual being challenged in the SIDA/AOA or Sterile Area does not have authorized access, or if at any time you feel threatened by the individual or are afraid to approach them, immediately notify Port Authority Police. (The PAPD can also be reached from any pay phone within the airport by dialing *21.) Try to keep the person within your line of sight until the PAPD arrive and make mental or handwritten notes of all activities that occur between the time of the challenge and when the PAPD arrives.

When challenging, be sure to:

- Trust your instincts
- Stay in an open area
- Never isolate yourself
- And *never hesitate to call for help*

Also, when challenging, look over and check for the following on the individual's ID:

- 1 Correct access**
Red for SIDA/AOA, blue for Sterile Area
- 2 Photo**
Does the person holding the ID badge look like the person displayed on the ID badge?
- 3 Privileges**
Is the person holding the ID badge using the privileges correctly?
- 4 Escort**
EV or EP. The EP privilege allows the cardholder to escort only people while the EV privilege allows the cardholder to escort people and vehicles.
- 5 Driver**
DR1 or DR 2. The DR1 and DR2 allows the cardholder to drive a vehicle on airside.
- 6 Expiration date**
Did the badge expire yet?

** Please Note: When challenging in the Sterile Area, be sure the person being challenged is within an area that is only accessible to employees, such as behind a store counter. Also, be aware that uniformed flight crew are not issued Airport ID badges to access the SIDA/AOA and Sterile Areas. However, they are required to wear their uniforms and company ID badges while performing their duties such as traveling to and from their operations offices, or to and from their aircraft.*

It's very important to challenge employees.

On a consistent basis, TSA officials, security officials, and other government authorities and Security Auditors test us on the detection of employees who are not displaying their ID badges or who are entering an area without proper ID or proper access procedures. We ask for your cooperation by being observant of your working environment and helping to promote a safe and secure environment for all of us by challenging.

The Port Authority's Security Audit program in particular requires a "Bogus Bob/Babs" to perform checks on challenges. A Security Auditor will go out into the SIDA/AOA areas, hide his/her ID badge, and wait for a cardholder to challenge him/her. Remember, each cardholder must challenge any individual who does not have an airport ID badge displayed and is not being escorted. If you challenge and ask the Security Auditor for his/her ID badge, a \$50 challenge certificate may be issued to you and a check sent out within 30 days to an address you provide. Additionally, you will be placed in a drawing for a chance to win another \$500 award. (See "Rewards for Doing Your Job").

However, if a Security Auditor or Port Authority Operations representative finds that you fail to challenge someone without an ID badge or an improperly displayed ID badge, you may be issued a BOR violation — and any fines or penalties associated with them (please refer to the section on page 14 entitled "Rewards for Doing Your Job" and "Penalties for Security Violations"). You could also be fined up to \$10,000 and lose your ID badge privilege for a year or longer. (See "Penalties for Security Violations".)

REWARD AND ENFORCEMENT PROGRAMS

Assuring a safe and secure airport environment for customers and employees is one of the most important tasks we handle every day. Because of its significance, the Airport Community Watch Program rewards employees and patrons for “doing their job” in ensuring airport security and crime prevention. The Airport Community Watch Program is comprised of three components: 1) Crime Watch, 2) Security Watch and 3) Airport Challenge.

The Crime and Security Watch components gives employees opportunities to earn monetary awards of up to \$1,000. If you see suspicious activity, a crime in progress, or unauthorized individuals or vehicles entering, or breaching, secured areas, call the Port Authority Police. You will become eligible for rewards up to \$1,000.



The Airport Challenge component uses an “undercover” Security Auditor (or Port Authority Operations representative) who will test your ability to perform a challenge. If you successfully challenge a Security Auditor who does not have an LGA ID badge, or is not properly wearing or displaying the ID as required, you may receive \$50.

The Bogus Bags Program can help you earn \$50 if you see an unattended bag and call the Port Authority Police.

If you do not challenge Bogus Bobs/Babs, or if you fail to report an unattended bag, you may be issued a Breach of Rules. BORs generally involve financial penalties and re-attending SIDA or driver training.

PENALTIES FOR SECURITY VIOLATIONS

The following is a list of regulations for which *liquidated damages** apply at LaGuardia Airport

- Failure to display an LGA airport-issued ID badge on outermost garment, in full view below the neck and above the waist
- Failure to challenge an individual in the SIDA/AOA who does not have an LGA airport-issued ID badge or is not displaying it as required
- Misuse of an LGA airport-issued ID badge
- Allowing unauthorized access for yourself or another through piggybacking or other method
- Improper escort or misuse of escort privileges
- Possession of mutilated, altered, expired, or voided ID badges (they must be returned immediately to the LaGuardia Airport ID office)
- Failure to investigate an alarm — be sure to check for suspicious individuals
- Failure to use the AOA Restricted Vehicle Service Road (RVSR)
- Cutting off an aircraft or airport emergency vehicle
- Speeding or reckless driving on the AOA
- Impeding the movement of aircraft on the AOA

If you are found violating any of the Airport Rules, TSA or federal regulations by the Port Authority, or a Security Auditor under contract with the Port Authority, you will receive a BOR violation and may also be required to re-attend SIDA training.

- First Occurrence:
\$25 and employee must re-attend SIDA Training
- Second Occurrence:
\$100 and employee must re-attend SIDA Training along with company supervisor. Security ID badge or driving privileges will be suspended until training is completed.
- Third Occurrence:
Loss of LGA ID badge privileges (for *any three* security violations or any three safety/moving violations).
 - For a security violation within a two year period from the date of issuance of the first occurrence, your Airport ID will be revoked for up to two years. For a safety/moving violation, AOA driving privileges will be suspended for six months.

**Liquidated damages assessed by the Port Authority, or an Auditor, must be paid by certified check, cashier's check, money order, or company check made payable to "The Port Authority of NY & NJ." Fines must be paid at the Airport ID Card office prior to attending training. The Airport ID Card office is open Monday through Friday, 8:30 a.m. to 4:30 p.m.*

THREE STRIKES AND YOU'RE OUT!

If you are caught violating airport rules and regulations by TSA, you will be subject to these fines which are in addition to Port Authority fines and include the possibility of losing your Security ID badge:

- \$10,000 fine to you
- \$25,000 fine to your employer/company



IMPORTANT PHONE NUMBERS

ID Badge Offices

Marine Air Terminal (Terminal A)	718-565-3955 Monday – Friday, 8:30am – 4:30pm
Central Terminal Building (Terminal B)	718-533-3935 Monday – Friday, 8:30am – 4:30pm
US Airways (Terminal C)	718-533-2452 Monday – Friday, 8:30am – 4:30pm Saturday, 5:00am – 7:00pm
Delta (Terminal D)	718-565-3955 Monday – Friday, 8:30am – 4:30pm
Port Authority Airport Operations	718-533-3700 24 hours a day, 7 days a week
Port Authority Police (Emergency)	718-533-3911 Or *21 from Airport pay phone Or 2121 from Port Authority extensions
Port Authority Police (Non-Emergency)	718-533-3900
Port Authority Police Tips Line	800-828-PAPD (7273)
Port Authority Lost & Found	718-533-3988
Port Authority Access Control Coordinators	718-533-3996 or 4001 Monday – Friday, 8:30am – 4:30pm
Port Authority Security Manager	718-533-3998
TSA Fax	718-639-7322
TSA Operations Center	718-662-5000

GLOSSARY

AOA	Air Operations Area
ASC	Airport Security Coordinator
ASP	Airport Security Program
Part 1540/42	TSA Rules governing Airport Security
SIDA	Security Identification Display Area
TSA	Transportation Security Administration



THE PORT AUTHORITY OF NY & NJ

**Port Authority of
New York & New Jersey**

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EXHIBIT 6 – EWR Security Handbook for Managers

THE PORT AUTHORITY OF NY & NJ

***Keeping
Newark Liberty
International Airport
Safe***

A HANDBOOK FOR EMPLOYEES





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Welcome to Newark Liberty International Airport

The Port Authority of NY & NJ (also known as the Port Authority) helps to safeguard the region's people and economy, so that residents and businesses alike can prosper with secure, efficient transportation options. As a member of the airport community, you and your employees play an important part in Newark Liberty International Airport's first line of defense against possible threats. You are responsible for ensuring that the airport, its passengers, and your fellow employees and colleagues are both safe and secure.

The Port Authority works closely with the Federal Transportation Security Administration (TSA) to implement and enforce security-related laws, rules, and regulations, which you are responsible for obeying, following, and, to an extent, enforcing as an airport employee. It is important that you take the time to become familiar with these rules and regulations as they are regularly enforced and rewards may be given for doing your job.

On the other hand, you may be subject to penalties and fines if you are found to be in violation. As an ID badgeholder at Newark Liberty International Airport, you are held personally accountable for your actions or, even, inaction. If you are unclear about a particular violation, or have any specific questions regarding the airport rules and regulations you must follow and enforce, please ask your Security Identification Display Area (SIDA) Trainer or the Port Authority Security Office for clarification.

Working together to serve the public at Newark Liberty International Airport, we depend on one another to be diligent in our jobs, aware of our environment, and to report suspicious activity. Thank you for your support in our efforts to ensure safety and security at Newark Liberty International Airport.

Security Rules, Regulations, and Violations

Each employee is required to uphold:

- 1 Federal, state, and local laws
- 2 TSA regulations which include CFR 1520 (Protect Sensitive Security Information), CFR 1540 (Security Responsibilities of Employees), and CFR 1542 (Display, Access, Escort, Challenge)
- 3 Port Authority policy and procedures
- 4 Port Authority Air Terminal Rules and Regulations
- 5 Newark Airport Manager Bulletins, which are issued from time to time by the General Manager, Newark Liberty International Airport.

Rules covered in this handbook are taken from the above-mentioned sources. If you would like further information or clarification, contact the Port Authority's Security Office at EWR.

Violations of the above referenced rules, regulations, laws, and policy may be cause for a security violation known as a Breach of Rules (BOR) to be issued by the Port Authority Police, Port Authority Operations, or an auditor under contract with the Port Authority. A violation that is deemed severe by the Airport Security Coordinator (ASC), the Airport Manager or their designee is cause for permanent revocation of the employee's ID badge.

In all circumstances, the Port Authority reserves the right to penalize companies conducting business at Newark Liberty International Airport for security infractions. Penalties may be determined and assessed based on consultation with the TSA.



A combination of any three or more security violations within two years will result in revocation of the employee's ID badge for up to two years. If the employee does not commit another offense within two years, a future offense will be treated according to the rules as a BOR.

As stated in the Air Terminal Rules and Regulations, the Port Authority reserves the right to confiscate any Airport SIDA badge for any unlawful use, including violations of airport security. In addition, keep in mind that cardholders have lost their privileges for two years for losing more than three ID badges in a two-year period; for conducting unofficial, non-business related escorts of family; and for using the ID badge to access the terminal for non-business related, personal use.

Your EWR Airport ID Card

A note about definitions: the identification media issued by the Port Authority at EWR is commonly referred to by the following terms: identification media, ID badge, ID card, Airport ID, Port Authority Security ID Card, Port Authority Security ID badge, Security ID. The holder of such media is referred to as either a cardholder or a badge holder. These terms are used synonymously.

HOW TO DISPLAY IT

According to TSA and Port Authority rules, no one may enter or be in the Airport Operations Area (AOA) or Security Identification Display Area (SIDA) unless he or she:

- 1 Displays a valid Port Authority Security ID badge indicating that he or she has unescorted access privileges; or,
- 2 Displays a photo ID issued by an authorizing airline (For aircraft crewmembers, dressed in the full uniform of their company) while performing a preflight in the shadow of the aircraft; or,
- 3 In the case of an FAA Aviation Safety Inspector conducting his/her assigned duties, displays an FAA Form 8000-39 with photograph. The FAA Safety Inspector may also be escorted by an individual who has a valid Airport Operator Identification Card indicating that he or she has privileges to escort others.
- 4 Is under proper escort.



You must display your ID badge correctly—with the photo facing forward on your outermost garment, above the waist and below the neck. ID card holders or pouches must use clear plastic and the ID must not be obscured in any way. The ID badge must be displayed at all times while you are in the SIDA/AOA and Sterile Areas.

DEFINITION OF SIDA/AOA

The SIDA/AOA are areas on aeronautical operations areas where the aircraft move about. The areas consists of the ramp, runways, taxiways, baggage areas, airline offices and gates where passengers board and leave the aircraft.

DEFINITION OF STERILE AREA

The Sterile Area is only in the passenger terminals, between passenger screening checkpoints and the boarding gate.

FAILURE TO PROPERLY DISPLAY ID

Each ID badge must be in good condition (lamine not peeling, badge not broken) and its view should not be blocked by stickers, pins, etc. In addition, do not write anything on the badge such as your PIN number or any other information.

If you do not display your ID badge correctly or if you display your badge in a manner that does not meet the requirements of valid identification, you will be fined for failing to use identification properly.

An expired, mutilated, defaced, misused, or invalidated identification badge will be confiscated. It may also be suspended or revoked. In addition, misuse, loaning/borrowing, fraudulent use or alteration of the ID badge (or Personal Identification Number [PIN]) may subject you to investigation by the TSA.

Willing and intentional use of materials, data, etc. to duplicate or reproduce Port Authority of NY & NJ approved official ID badges will result in immediate and permanent confiscation of the badge. The employee may also be subject to arrest.

WHAT IF YOUR BADGE IS MISPLACED

It is the personal responsibility of every employee to whom an Airport ID is issued to secure and care for that badge. If you lose your ID badge, or if it has been stolen, you must immediately report the loss to your Issuing Officer and to the Port Authority ID Office so they can remove any access privileges associated with that badge.

A \$100 fee will be assessed for lost badges.

If your badge is stolen, it must be reported immediately to your Company Issuing Officer and the Port Authority.

If your badge is lost or stolen, you will not be authorized to enter the SIDA/AOA or Sterile Area until your badge is replaced. In addition, you cannot be escorted into the SIDA/AOA or Sterile Area—escorting employees who have lost or stolen badges is prohibited. You must obtain a new ID badge in order to enter the SIDA/AOA or Sterile Area. Failure to comply with this restriction will result in a Breach of Rules (BOR) violation.

If you find your ID badge after it has been reported lost or stolen, do not use it. Immediately return the badge to the ID Office with a disposition form or return it to your company's Issuing Officer. If applicable, you may be refunded the \$100 assessment fee from the Badging Office.

PROPER PROCEDURES

Every time you enter a door with an access reader, you must use your own ID badge and PIN. Every time you access a door with a cipher lock (a door that leads to the SIDA or the Sterile Area that has a numbered key pad lock), enter the code and ensure no one piggybacks.

What if you encounter a problem with your badge? What if it doesn't work or a co-worker asks to borrow it? Read through the following situations carefully to learn about the appropriate action you need to take.

Situation: The laminate on your ID badge is peeling.

Solution: Report to the ID Office with a disposition form signed by your Issuing Officer indicating that your ID badge is damaged. A new ID badge will be issued.

Consequence: If you do not receive a new ID badge, you may receive a BOR violation and have your badge confiscated.

Situation: You report to work and swipe your ID badge at a door that leads from the public area at the passenger baggage carousel to the SIDA area. The reader does not validate your entry. You swipe a second time and still are denied access. You are frustrated because you need to get to your job site. You wonder what's wrong.

Solution: Do not attempt to swipe your card a third time. Doing so will change your ID Card status automatically from active to “third bad pin” which will invalidate your ID Card. Call the Port Authority ID Office or Port Authority Operations for assistance at 973-961-6154. The Port Authority will review your record in the database. You will be provided with an explanation of the problem. It may be that your ID badge expired the previous day. Or, perhaps at some point you may have reported it lost/stolen, only later to find it—but you forgot to notify the ID/Security ID Office. If the badge is valid and active, you may need to call your terminal operator to determine if the reader is malfunctioning.

Consequence: This problem requires immediate resolution. If the problem is related to your badge, you must visit the Security ID Office in order to reinstate your access privileges.

Situation: You are ending your shift. Your co-worker reporting to work realizes he has forgotten his ID at home. He asks if he can use yours for the day. You agree to let him borrow it as long as you get it back by the time you report to work the next day. You report to work the next day only to find out you are no longer granted the privilege of holding an ID badge and that it was confiscated.

Solution: Never lend anyone your ID. Your co-worker must return home to obtain his ID. You cannot allow him to use yours as it is against Port Authority and TSA rules and regulations and is considered a very serious infraction.

Consequence: If you loan your co-worker your ID, you will jeopardize both of your jobs and both of you may be subject to penalties, fees, and possible arrest.

Security Doors at Newark Liberty International Airport

DON'T ALLOW PIGGYBACKING

Employees who access the SIDA, AOA, or Sterile Area through a secure access door or pedestrian or vehicular gate are required to swipe their own ID badges and enter their own PINs; or if at a cipher lock, to enter the code every time. As a badge holder, you have an obligation to prevent “piggybacking” and make sure no one follows behind you by closing the door behind you every time you enter – no matter whether the door has a swipe or a cipher lock. When opening a secured door to a restricted area, be sure to secure the door properly after passing through it. Never allow another person to follow you through a secure access point.

Piggybacking occurs when someone follows through an access point behind another person without using his/her own ID badge to enter the restricted area (unless under proper escort). If an EWR employee allows someone through an access point without the other person using his/her own ID badge, both employees will be cited for piggybacking and each may be issued a BOR. If an employee follows someone through an access point without using his/her own ID and without the other person's knowledge, the individual following is cited for piggybacking and the other person is cited for failure to secure the door behind him/her. Call the PAPD if you witness a piggybacking incident.

Often, we want to be courteous by holding the door open for someone else, but this practice does not follow proper security procedures and is not allowed at access points to the SIDA, AOA, or Sterile Area.

If you are caught piggybacking or allowing someone else to piggyback behind you, not only could you be issued a BOR, you could also be fined up to \$10,000 and lose your ID badge privilege for a year or longer.

What are some examples of piggybacking?

Example:

You enter through a satellite door and fail to close the door behind you, assuming it will shut on its own. However, the wind catches the door and keeps it open.

If you are caught, you will be issued a BOR and be charged any applicable penalties.

Example:

You access a terminal door and do not close the door all the way after passing through it. An employee from another company arrives and, without swiping, enters through a door which is still open behind you.

You both will be issued BORs and imposed any applicable penalties.

Example:

You are running late for work and must get to the job site on time as you have been warned by your supervisor not to be late again. As you hurriedly approach the secured door, an employee has just swiped and cleared entry into the area. You run to grab the door before it closes.

The individual who opened the door will now be cited for failure to ensure the door closed behind him/her and you will be cited for piggybacking. You might have made it to work on time, but now you will have an infraction on your record. Your third offense results in your loss of EWR ID badge privileges. Will this affect your employment? It's very likely.

PROPER PROCEDURES

Security doors are to be used only for official business. Even if you have authorization to access a secure door, you are not permitted to use it if you are not on duty. Your access to secured areas at EWR are privileges, and you are expected and required not to misuse those privileges. Using a security door for unofficial business will result in a BOR violation and fine and investigation by the TSA.

Newark Airport ID badge holders are required to respond to any restricted access point door alarms (i.e. the jetway, gate, employee access, or fire egress doors) at the airport. As a badge holder, you should observe and take physical or mental notes of the exact conditions, and notify a Police Officer or Security Guard of your observations. You must be ready to challenge where appropriate and be sure to immediately contact the Port Authority Police about suspicious individuals or if you feel threatened by the individuals you challenged.

Example:

You are late for a flight, and you use your EWR badge ID to bypass the checkpoint and enter the Sterile Area. If you use the badge to access a flight without being screened, the TSA will be notified your ID card privileges will be immediately revoked (for up to two years) and you will be issued a BOR. In addition, the TSA will be notified and you may be subject to civil penalties.

Example:

You swipe your ID badge three times and enter the wrong PIN each time. Since you need to pass through the secure door, you are tempted to enter by using the alarmed push bar on the door. If you cannot gain access by using your ID badge and/or security key, do not attempt to open the secure door by other means. Call Port Authority Operations immediately for assistance.

Security protocol requires that you open secure doors using your EWR ID badge, security key or Cipher lock code. You should not push on an alarmed bar or force a door open instead of using an ID badge or security key. If you force a secure door open or open a secure door without an ID badge or security key, you will be issued a BOR.



Conducting Escorts

An individual who is approved to serve as an escort must abide by proper escort procedures and possess escort privileges. The escorting employee must keep the escorted party within eyesight and must be able to communicate verbally at all times (if a vehicle escort, then stay within two car lengths of the vehicle(s)). Escorts may only be conducted for an authorized business purpose, and the escorter must ensure that the escorted party remains only in the areas needed for the particular business purpose authorized. The escort ratio is one escort per every five escorted individuals, and one escort for every two vehicles. The escorted person must carry and possess a valid, unexpired, government issued photo identification on him/herself at all times. Accepted government issued photo identification is:

- State Driver's License;
- New York or New Jersey State Motor Vehicle Identification Card;
- New York or New Jersey State Learner's Permit with Picture;
- U.S. Passport (unexpired or expired);
- United States Military Card;
- NY or NJ State or NY City Employee I.D.
- SWAC card

All escorts, vehicle and pedestrian, must be documented. Escort forms are obtainable in all guard posts, must be appropriately and fully completed as directed. More specific information regarding escort requirements, rules, and procedures follow below.



HOW DO I ESCORT PEOPLE?

Pedestrian Escorts – SIDA/AOA through a building

Escorts into the SIDA/AOA may only take place through authorized access points. The completed Escort Form must be submitted to security personnel at these locations.

Pedestrian Escorts – Sterile Area

All escorts into the sterile area must follow:

The Port Authority, in conjunction with the Transportation Security Administration, established the means by which individuals access the sterile area. The acceptable forms of documentation for unescorted access to the sterile area are:

- Airline boarding pass
- Airline gate pass
- Port Authority issued airport ID

However, there are occasions when escorting individuals, not in possession of any of the above documents, through the screening checkpoint become necessary. Non-badged or unticketed individuals are required under TSA regulations to be run against the most current no-fly and selectee list. This can be accomplished by issuing one of the three documents cited above. For those individuals who require access to the sterile area for air carrier related business, individuals should work with the respective air carrier to facilitate the issuance of a gate pass.

For those individuals that require access to the sterile area of Terminals A or B for Port Authority related business, individuals should contact their respective Company Issuing Officer. The Port Authority Security ID Office will issue a Temporary Escort Authorization Card for access to the sterile area for Port Authority related business. The Temporary Escort Authorization Card will be valid for the date(s) on the card only. This card will allow the employee to access the sterile area, through the TSA screening checkpoint, under continuous escort by an individual that has been issued a valid Newark Liberty International Airport ID card and possesses escort privileges.

Escort Authorization Cards must be displayed at all times while being escorted and shall be revoked if the individual is not under continuous escort or found in the sterile area for reasons not pertaining to official business. Individuals conducting the escort must follow rules for displaying the Escort Authorization Card when in the sterile area.

For any business that requires access to the sterile area of Terminal C, a Continental gate pass must be issued.

Escorts are prohibited through the screening checkpoints when they are closed.

Violations of Airport Escort Procedures include, but are not limited to: not possessing escort privileges, failure to maintain line-of-sight of the escorted, not using designated doors manned by security personnel and escorting of individuals for non business purposes. Should a EWR ID badge holder with escort privileges be in violation of any applicable escort procedures, he or she will be subject to a security BOR.

HOW DO I ESCORT A PERSON CARRYING PROHIBITED ITEMS INTO THE STERILE AREA?

Employees may not bring items such as weapons, explosives and incendiary devices onto the restricted areas of the airport including the gate areas and the SIDA (Security Identification Display Area). If you are caught either carrying a prohibited item while in a restricted area or attempting to bring a prohibited item into a restricted area you are subject to any of the following measures:

- Having the item confiscated.
- Having your airport access privileges revoked.
- Criminal prosecution.
- Civil prosecution.

IS THERE ANYONE WHO SHOULD NEVER BE ESCORTED?

The following individuals are not eligible for escort in the SIDA/AOA or Sterile Area:

- Individuals denied EWR Security ID. This means that any individual who has applied for and been denied an ID badge by the Airport Security ID Office cannot be escorted. For your information, whenever the Airport Security ID Office denies an application, a letter stating such is sent to the individual.
- Any employee who works at EWR (in the SIDA/AOA or Sterile Area) on a consistent basis who has not been fingerprinted by the Security ID office.
- Any employee who has been issued an EWR ID badge but is not in possession of it for any reason.

HOW DO I ESCORT VEHICLES?

The *escorting* vehicle and driver must meet the following criteria:

- 1 The driver has a valid ID badge with driver and escort privileges.
- 2 A completed Escort Form describing the vehicle or person under escort, the business purpose, and a valid, unexpired State Driver's License
- 3 The escorting driver must verbally inform the security guard(s) of how many vehicles he or she is escorting.

The *escorted* vehicle and driver/passengers must meet the following criteria:

- 1 The driver has a valid state issued driver's license, which matches the information on the Escort Form.
- 2 All vehicle passengers under escort have valid government issued identification, which matches the information on the Escort Form.



The Challenge Program

Employees working in the SIDA or AOA are required by federal law to display their badges and to challenge any and all individuals who fail to display or improperly display their ID badges.

A challenge takes place when an employee within the SIDA/AOA approaches and questions individuals (or drivers of vehicles) who are not displaying their ID badges. An employee should notify the PAPD of any individuals or drivers of vehicles present in those areas that do not display, or refuse to show, their ID badges or the proper credentials (in the case of vehicles).

Each ID cardholder can and may challenge any other ID cardholder in the SIDA/AOA, as well as the Sterile Area. Specifically, each ID cardholder, in a non-threatening manner, must challenge when:

- 1 Any individual in the SIDA/AOA does not have an Airport ID badge displayed or does not have an airport ID displayed appropriately (as instructed in SIDA training and described in this handbook.
- 2 Any other ID cardholder whose ID badge is expired, mutilated, or destroyed.

Challenging requires observing others in your working environment. If you see someone entering the SIDA/AOA, you are required to approach the individual if an ID badge is not visible to you. Also be aware of individuals who appear to have no obvious business purpose or seem hesitant, nervous, or out of place – use your instincts and challenge the individuals.

Challenge unauthorized access when:

- NO Airport ID badge is displayed
- Airport ID badge is improperly displayed
- The wrong Airport ID badge is displayed
- You observe "piggybacking"
- You see employee movement through emergency exits (non-emergency) without swiping
- An alarm is triggered.

Contact the Port Authority Police, Port Authority Operations, or your Supervisor if you encounter an individual who refuses to cooperate with a challenge. If the individual being challenged in the SIDA/AOA or Sterile Area does not have authorized access, or if at any time you feel threatened by the individual or are afraid to approach them, immediately notify Port Authority Police. (The PAPD can also be reached from any pay phone within the airport by dialing *21.) Try to keep the person within your line of sight until the PAPD arrive and make mental or handwritten notes of all activities that occur between the time of the challenge and when the PAPD arrives.

When challenging, be sure to:

- Trust your instincts
- Stay in an open area
- Never isolate yourself
- And never hesitate to call for help.

Also, when challenging, look over and check for the following on the individual's ID:

- 1 **Correct access**
Red for SIDA/AOA, blue for Sterile Area.
- 2 **Photo**
Does the person holding the ID badge look like the person displayed on the ID badge?
- 3 **Privileges**
Is the person holding the ID badge using the privileges correctly?
- 4 **Escort**
EV or EP. The EP privilege allows the cardholder to escort only people while the EV privilege allows the cardholder to escort people and vehicles.
- 5 **Driver Privileges**
Allows the cardholder to drive a vehicle in the restricted area.
- 6 **Expiration date**
Did the badge expire yet?

**Please Note: When challenging in the Sterile Area, be sure the person being challenged is within an area that is only accessible to employees, such as behind a store counter. Also, be aware that uniformed flight crews are not issued Airport ID badges to access the SIDA/AOA and Sterile Areas. However, they are required to wear their uniforms and company ID badges while performing their duties such as traveling to and from their operations offices, or to and from their aircraft.*



On a consistent basis, TSA officials, security officials, and other government authorities and Security Auditors test us on the detection of employees who are not displaying their ID badges or who are entering an area without proper ID or proper access procedures. We ask for your cooperation by being observant of your working environment and helping to promote a safe and secure environment for all of us by challenging.

The Port Authority's Security Audit program in particular requires a "Bogus Bob/Babs" to perform checks on challenges. A Security Auditor will go out into the SIDA/AOA areas, hide his/her ID badge, and wait for a cardholder to challenge him/her. Remember, each cardholder must challenge any individual who does not have an airport ID badge displayed and is not being escorted. If you challenge and ask the Security Auditor for his/her ID badge, a \$50.00 challenge certificate may be issued to you and a check sent out within 30 days to an address you provide.

However, if a Security Auditor or Port Authority Operations representative finds that you fail to challenge someone without an ID badge or an improperly displayed ID badge, you may be issued a BOR violation – and any fines or penalties associated with them. You could also be fined up to \$10,000 and lose your ID badge privilege for a year or longer (if caught not challenging by the TSA).

Reward and Enforcement Programs

Assuring a safe and secure airport environment for customers and employees is one of the most important tasks we handle every day. Because of its significance, the Airport Community Watch Program rewards employees and patrons for “doing their job” in ensuring airport security and crime prevention. The Airport Community Watch Program is comprised of three components: 1) Crime Watch, 2) Security Watch and 3) Airport Challenge.

The Crime and Security Watch components gives employees opportunities to earn monetary awards of up to \$1,000. If you see suspicious activity, a crime in progress, or unauthorized individuals or vehicles entering, or breaching, secured areas, call the Port Authority Police. You will become eligible for rewards up to \$1,000.

The Airport Challenge component uses an “undercover” Security Auditor (or Port Authority Operations representative) who will test your ability to perform a challenge. If you successfully challenge a Security Auditor who does not have an EWR ID badge, or is not properly wearing or displaying the ID as required, you may receive \$50.

If you do not challenge Bogus Bobs/Babs, you may be issued a Breach of Rules (BOR). BORs generally involve financial penalties and re-attending SIDA or driver training.



PENALTIES FOR SECURITY VIOLATIONS

The following is a list of regulations which apply at Newark Liberty International Airport:

- Failure to display an EWR airport-issued ID badge on outermost garment, in full view below the neck and above the waist.
- Failure to challenge an individual in the SIDA/AOA does not have an EWR airport-issued ID badge or is not displaying it as required
- Misuse of an EWR airport-issued ID badge
- Allowing unauthorized access for yourself or another through piggybacking
- Improper escort or misuse of escort privileges
- Possession of mutilated, altered, expired, or voided ID badges (they must be returned immediately to the EWR Security ID office)
- Failure to investigate an alarm, be sure to check for suspicious individuals
- Failure to use the AOA Restricted Vehicle Service Road (RVSR)
- Cutting off an aircraft or airport emergency vehicle
- Speeding or reckless driving on the AOA
- Impeding the movement of aircraft on the AOA

If you are found violating any of the Airport Rules, TSA or federal regulations by the Port Authority, or a Security Auditor under contract with the Port Authority, you will receive a BOR violation and may be subject to fines. You may also be required to re-attend SIDA training.

- First Occurrence: \$25 and employee must re-attend SIDA Training
- Second Occurrence: \$100 and employee must re-attend SIDA Training along with company supervisor. Security ID badge or driving privileges will be suspended until training is completed.
- Third Occurrence: Loss of EWR ID badge privileges (for any three security violations or any three safety/moving violations).
- For a security violation within a two year period from the date of issuance of the first occurrence, your Airport ID will be revoked for up to two years.

If you are found violating airport rules and regulations by TSA, you will be subject to these fines which are in addition to Port Authority fines and include the possibility of losing your Security ID badge:

- \$10,000 fine to you
- \$25,000 fine to your employer/company

IMPORTANT PHONE NUMBERS

PORT AUTHORITY LANDSIDE CONTROL CENTER (LCC):
973-961-6154

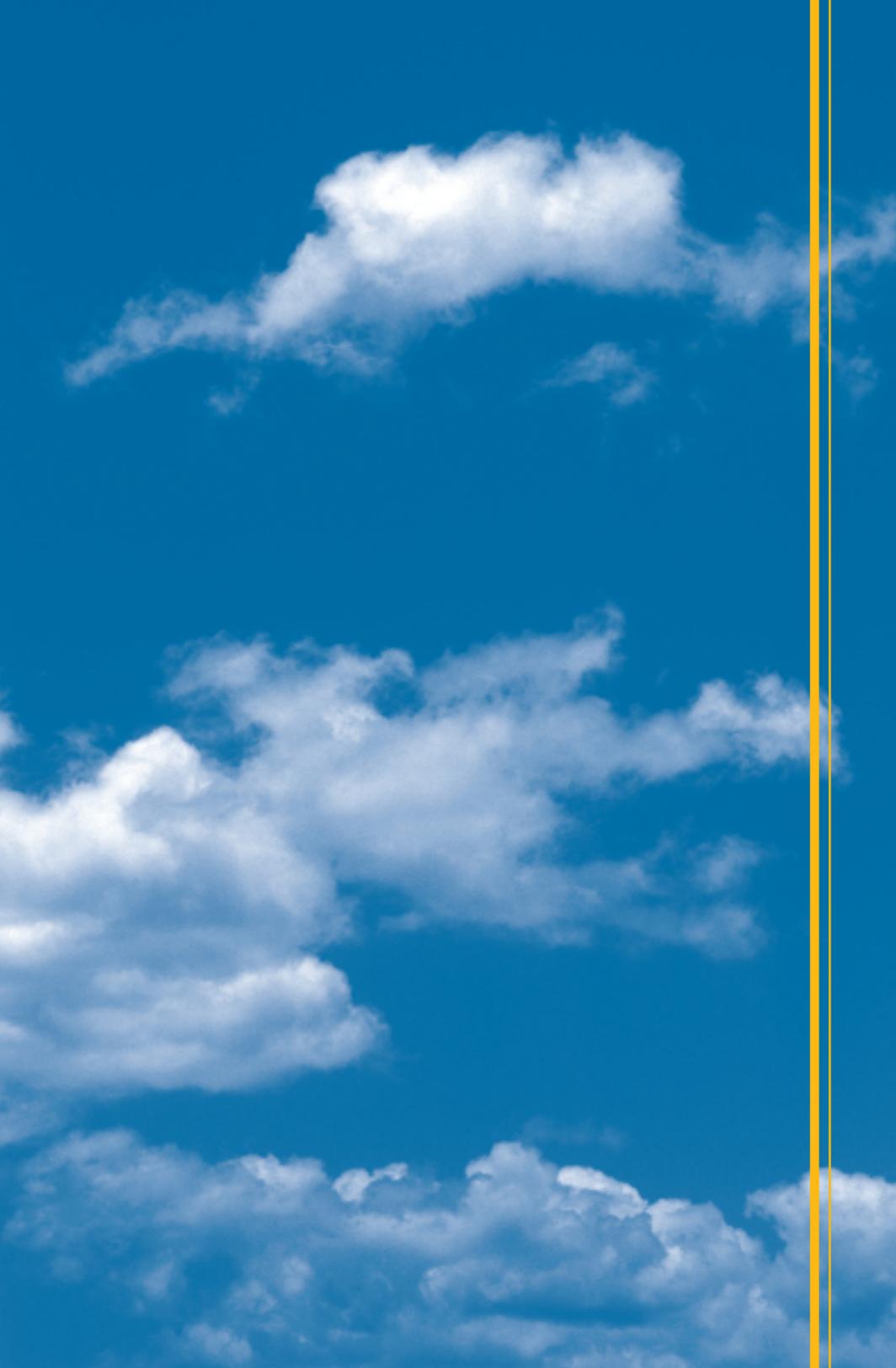
PORT AUTHORITY SECURITY ID OFFICE:
973-961-6050

PORT AUTHORITY POLICE DESK:
973-961-6230

PORT AUTHORITY POLICE EMERGENCY ONLY:
973-961-6666

TSA 24-HOUR COORDINATION CENTER:
908-787-0555





panynj.gov

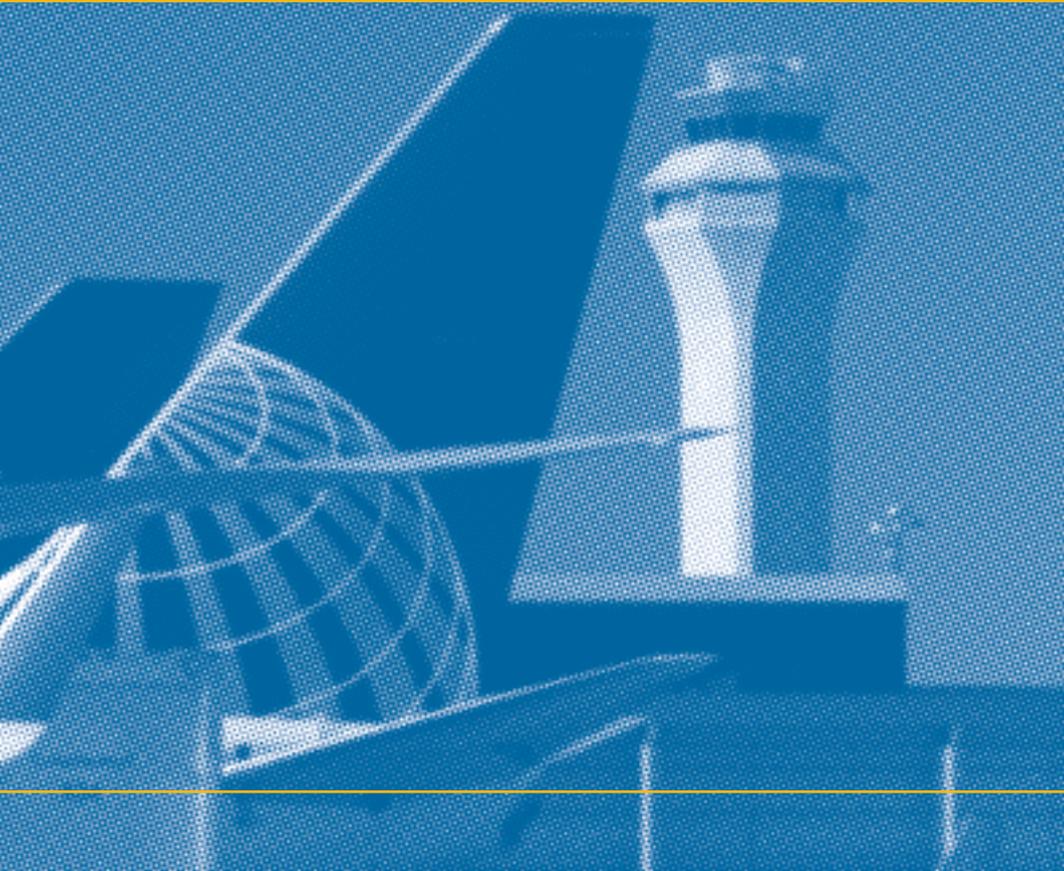


EXHIBIT 7 – Sample Certified Wage Statement

(Sample Statement)

XYZ COMPANY - Contract # _____
WAGE and BENEFITS STATEMENT
Period Covered: June 1, xxxx to November 30, xxxx

	<u>Job Class 1</u>	<u>Job Class 2</u>	<u>Job Class 3</u>	<u>Job Class 4</u>	<u>Job Class 5</u>
<u>Number of Employees</u>	_____	_____	_____	_____	_____
<u>MINIMUM HOURLY WAGES</u>					
RATES PAID	\$9.50	\$10.50	\$11.50		
CONTRACT REQUIREMENTS	\$10.00	\$10.25	\$11.25		
Difference	(\$0.50)	\$0.25	\$0.25		
<u>Direct Wages</u>					
Straight-Time					
Direct Wages	\$375,000.00	\$275,000.00	\$110,000.00		
Shift Differential	2,000.00	-	-		
Total Wages	\$377,000.00	\$275,000.00	\$110,000.00		
<u>Health Benefits</u>					
Health/Welfare	\$ 75,000.00	\$ 50,000.00	\$ 40,000.00		
Total Health Benefits	75,000.00	50,000.00	40,000.00		
<u>Supplemental Benefits</u>					
Holiday	\$ 9,500.00	\$ 8,000.00	\$ 9,500.00		
Vacation	4,000.00	3,000.00	4,000.00		
Sick	4,000.00	3,000.00	4,000.00		
Personal	1,000.00	1,000.00	1,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please specify)	-	-	-		
Total Supp. Benefits	\$ 45,600.00	\$ 38,500.00	\$ 45,600.00		
<u>HOURS</u>					
Straight-Time					
Hours	36,600.00	25,000.00	11,000.00		
Add: Roll Call	550.00	550.00	550.00		

Note:

Details by month

and by employee must be available and may be submitted with this statement.

Time, if applicable			
Less: Relief Time, if applicable	(500.00)	(500.00)	(500.00)
Less: Meal Time, if applicable	-	-	-
Hours Worked	<u>36,650.00</u>	<u>25,050.00</u>	<u>11,050.00</u>
Average Direct Wages Paid	\$ 10.29	\$ 10.98	\$ 9.95
Contract Requirements	<u>10.25</u>	<u>10.50</u>	<u>10.75</u>
Difference	\$ 0.04	\$ 0.48	\$ (0.80)
Average Health Benefits Paid	\$ 2.05	\$ 2.00	\$ 3.62
Contract Requirements	<u>\$ 2.00</u>	<u>\$ 2.00</u>	<u>\$ 2.00</u>
Difference	\$ 0.05	(0.00)	\$ 1.62
Average Supplemental Benefits Paid	\$ 1.24	\$ 1.54	\$ 4.13
Contract Requirements	<u>\$ 1.50</u>	<u>\$ 1.70</u>	<u>\$ 4.13</u>
Difference	\$ (0.26)	(0.16)	\$ (0.00)

MINIMUM SALARIES (if applic.)

SALARIES PAID	\$33,375	\$42,777		
CONTRACT REQUIREMENTS	\$33,375	\$40,600		
Difference	<table border="1"><tr><td>\$0</td></tr></table>	\$0	<table border="1"><tr><td>\$2,177</td></tr></table>	\$2,177
\$0				
\$2,177				

Statement Certified by:

Name Title Date

Exhibit 8 – Information Security Handbook

The Information Security Handbook is accessible at :

<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

In the event that the above-referenced link is not working, the Information Security Handbook can be requested from the Procurement Representative listed on the Cover of this document.