

Torres Rojas, Genara

FOI # 12926

From: clarkr@ballardspahr.com
Sent: Thursday, January 26, 2012 12:19 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Robert
Last Name: Clark
Company: Ballard Spahr LLP
Mailing Address 1: 1735 Market Street, 51st Floor
Mailing Address 2:
City: Philadelphia
State: PA
Zip Code: 19103
Email Address: clarkr@ballardspahr.com
Phone: 215-864-8659
Required copies of the records: Yes

List of specific record(s):

1. Existing contracts, including exhibits, between any operators of parking lots and/or parking services at John F. Kennedy JFL, Newark EWR and LaGuardia airports LGA. 2. Documents that detail the monthly or quarterly parking revenue at JFK, EWR and LGA. 3. Existing collective bargaining agreements between parking companies and unions related to the operation of parking lots and services at JFK, EWR and LGA. 4. Documents that detail the total fees paid to any parking operator from the Port Authority for parking services at JFK, EWR and LGA. 5. Documents that detail the fee per car paid to any parking operator from the Port Authority for parking services at JFK, EWR and LGA. 6. Documents detailing the standard union rate paid to employees of any parking lot and/or parking service at JFK, EWR and LGA.

Daniel D. Duffy
FOI Administrator

May 21, 2012

Mr. Robert Clark
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103

Re: Freedom of Information Reference No. 12960

Dear Mr. Clark:

This is a response to your January 26, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of contracts, monthly or quarterly parking revenue, total fee paid, fee pay car paid and union rate paid to employee related to operator of parking lot and/or parking services at EWR, JFK and LGA.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/12960-C.pdf>. Paper copies of the available records are available upon request.

Certain Material Responsive to your request is exempt from disclosure pursuant to Exemption (1) of the Code.

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

Very truly yours,



Daniel D. Duffy
FOI Administrator

All Airports Total Parking Revenue

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Jan	\$9,475,948	\$12,466,069	\$13,660,856	\$16,882,249	\$19,233,703	\$19,277,510	\$18,535,277	\$16,024,099	\$17,409,280	\$16,608,588
Feb	\$9,382,165	\$11,982,940	\$14,983,898	\$15,809,617	\$18,287,009	\$18,207,812	\$18,888,885	\$15,636,899	\$16,157,231	\$16,376,658
Mar	\$11,103,795	\$13,685,123	\$16,910,094	\$18,867,146	\$21,399,427	\$21,675,375	\$20,680,585	\$17,585,593	\$19,327,261	\$19,182,100
Apr	\$11,332,868	\$13,170,525	\$17,189,058	\$18,406,984	\$21,163,488	\$21,993,223	\$20,717,787	\$18,123,278	\$19,783,300	\$19,382,968
May	\$11,098,583	\$13,434,572	\$16,303,969	\$17,809,246	\$19,874,793	\$20,608,102	\$19,367,232	\$16,895,002	\$18,713,949	\$19,174,200
Jun	\$11,145,433	\$13,485,550	\$16,286,774	\$17,114,273	\$19,289,011	\$20,139,662	\$18,851,641	\$18,343,493	\$18,020,137	\$17,918,310
Jul	\$11,642,668	\$14,486,811	\$17,918,059	\$18,621,092	\$20,579,136	\$20,821,503	\$19,404,987	\$20,032,489	\$19,160,378	\$18,867,610
Aug	\$12,533,043	\$15,378,371	\$18,931,034	\$19,122,387	\$20,950,712	\$21,809,314	\$19,896,769	\$20,474,561	\$19,600,784	\$18,778,800
Sep	\$10,485,500	\$12,833,369	\$15,239,377	\$16,229,433	\$17,787,293	\$18,453,363	\$16,606,880	\$16,969,641	\$17,091,445	\$17,740,800
Oct	\$11,524,780	\$14,290,227	\$16,841,804	\$16,575,024	\$20,562,436	\$20,019,617	\$18,255,010	\$19,262,620	\$19,307,105	\$18,867,000
Nov	\$10,762,968	\$13,487,870	\$15,902,288	\$18,429,120	\$19,290,970	\$18,863,091	\$16,232,907	\$17,282,920	\$17,034,669	\$17,136,100
Dec	\$10,547,066	\$12,665,281	\$14,940,880	\$16,982,950	\$17,519,885	\$16,575,160	\$15,063,912	\$15,745,385	\$15,507,494	\$15,820,400
Total	\$121,034,817	\$161,366,708	\$195,108,050	\$210,849,521	\$215,317,863	\$228,443,782	\$222,501,872	\$212,378,980	\$217,118,038	\$215,853,800



THE PORT AUTHORITY OF NY & NJ

May 19, 2005

Cile O. Pace
Director, Procurement Department

OVERNIGHT (213) 629-3263

Mr. Joseph Lumer, CEO
Five Star Parking
600 South Spring Street, Suite 1750
Los Angeles, CA 90014

RE: AGREEMENT FOR PUBLIC PARKING LOT OPERATIONS AT JOHN F KENNEDY INTERNATIONAL AIRPORT (JFK), LAGUARDIA AIRPORT (LGA) AND NEWARK LIBERTY INTERNATIONAL AIRPORT (EWR) - CONTRACT NUMBER 4600005757, PURCHASE ORDER (JFK) 4500041273, PURCHASE ORDER (EWR) 4500041274, PURCHASE ORDER (LGA) 4500041275

Dear Mr. Lumer:

The attached Agreement entitled "Public Parking Lot Services at John F Kennedy International Airport, LaGuardia Airport and Newark Liberty International Airport" and consisting of Part I (Sections 1 through 45), Part II, Part III, Exhibits A, B, & C and Attachments duly signed by Five Star Parking and the Port Authority of NY & NJ is assigned Contract Number 4600005757.

This Agreement shall be in effect for a three year (3) year period commencing on May 15, 2005 at 00:01 hrs, and unless terminated, cancelled or extended in accordance with the contract terms and conditions, shall terminate on May 14, 2008 at 23:59 hrs.

Please be advised of the following:

- Part I, page 13, paragraph "C" of Section 11 entitled "Combined Wages and Supplement Benefits" of the Agreement, "Minimum Hourly Wage (without benefits)" is required to be paid to each employee. "Combined Average Hourly Wage and Supplemental Benefits" are minimum requirements for each category of employee separately calculated at each facility.
- Part III of the Agreement entitled "Cost Proposal Forms" the amounts shown for estimated three-year contract costs for EWR and LGA on the cost summary sheets are reversed. The correct estimated three-year contract costs for EWR is \$37,280,332.56, and the correct estimated three-year contract costs for LGA is \$18,846,970.32.

For payment, invoicing and administrative purposes, Purchase Order 4500041273 has been assigned to this contract for JFK, Purchase Order 4500041274 been assigned to EWR and Purchase Order 4500041275 has been assigned to LGA.

One Madison Avenue, 7th Floor
New York, NY 10010
F: 212 435 3967



Mr. Joseph B. Lumer

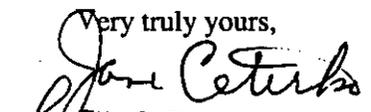
Page 2

Please sign both original copies of this award letter evidencing your acknowledgement of the assigned contract number to this Agreement as well as the correct estimated three-year costs for EWR & LGA. Five Star Parking shall retain one copy of this award letter and one shall be returned to the Port Authority of NY & NJ to the attention of David Gutiérrez and incorporated as part of the Agreement.

Your facility contact at JFK is Ms. Ronnie Bendernagel, telephone number (718) 244-4101, at EWR is Diane Papaiani, telephone (973) 961-6214 and at LGA is Mr. Douglas Stearns, (718) 533-3404.

If you have any question concerning this Agreement, please contact Mr. David Gutiérrez at (212) 435-3933.

Very truly yours,


Cile O. Pace
Director
Procurement Department

**AGREED:
FIVE STAR PARKING**

By: 
Title: CEO

Date: 5-23-05

PUBLIC PARKING LOT SERVICES AT JOHN F KENNEDY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND NEWARK LIBERTY INTERNATIONAL AIRPORT

Part I CONTRACT SPECIFIC TERMS AND CONDITIONS

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Part II : Standard Contract Terms and Conditions

PART III: COST PROPOSAL FORM (incorporating reduced third mark-up stated in Five Star's letter dated December 16, 2004.)

Exhibits

- Exhibit A: Physical Attributes of Parking Facilities, Statistics, and Staffing
- Exhibit B: Vehicle Specifications
- Exhibit C: Airport Performance Management Program
- Exhibit D: Sample Wage and Benefits Statement

Attachments

1. Five Star Parking Response dated December 22, 2004 to The Port Authority of NY & NJ Questions & Clarification Letter dated December 21, 2004.
2. Five Star Parking Response dated December 16, 2004 to The Port Authority of NY & NJ Questions and Clarifications Letter date December 14, 2004.
3. Proposal
 - (a) Section F – F.1 – Management Plan
 - (b) Section F – F.2 – Operational Plan
 - (c) Section F – F.3 – Start-Up Plan
 - (d) Section F – F.4 – Financial Plan (excluding Cost Proposal Forms)
 - (e) Section F – F.5 – Wage and Supplemental Benefits Plan

THIS AGREEMENT (herein after called the "Agreement" or "Contract"), made this (insert date) by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority" or the "Authority"), a body corporate and politic created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office and a place of business at 225 Park Avenue South, New York, New York 10003; and Five Star Parking (hereinafter called the "Contractor"), a General Partnership organized and existing under the laws of the State of California and having office and place of business at 600 S Spring Street, Suite 1750, Los Angeles, CA 90014 whose representative is Mr. Joseph B. Lumer.

WITNESSETH:

WHEREAS, the Port Authority desires to seek a qualified firm to manage its Airport Parking Operations and Services at John F. Kennedy International, Newark Liberty International, and LaGuardia Airports; and

WHEREAS, the Contractor is willing to manage Airport Parking Operations and Services at John F. Kennedy International, Newark Liberty International and LaGuardia Airports pursuant to the terms and conditions of this Contract;

NOW THEREFORE, in consideration of the promises and of the covenants and Agreements hereinafter contained, the Port Authority and the Contractor hereby covenant and agree as follows:

Section 1. GENERAL AGREEMENT

The Contractor agrees to perform designated Airport Parking Management and Services (hereinafter sometimes referred to as the "Service") at John F. Kennedy International, Newark Liberty International and LaGuardia Airports. The Contractor will furnish all labor, supervision, uniforms, equipment, including materials, supplies and do all other things necessary or proper therefore or incidental thereto, all in strict conformance with the provisions of the Contract and as same may be amended, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be furnished and done; but the Contractor shall perform all work as required without other compensation than that specifically provided, whatsoever changes may be

made in the contract, whatsoever work may be required in addition to that required by the contract in its present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

Section 2. DURATION OF CONTRACT

- a) The Contract shall be for a three (3) year period (the "Initial Term") commencing on or about 12:01 a.m. on May 15, 2005 (said date and time hereinafter sometimes called "the Commencement Date") and, unless sooner terminated or revoked (or extended as provided in paragraph (b) hereof, shall expire on or about 11:59 p. m. on May 14, 2008 (said date and time sometimes hereinafter called "the Expiration Date").
- b) The Port Authority shall have the right to extend this contract for two, two (2) year periods from the Expiration Date (the "Option Period") upon the same terms and conditions subject to the following: not later than sixty (60) days prior to the Expiration Date of this Contract, 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 extension period subject only to the adjustment of charges as hereinafter provided.
- c) The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date herein before established or the last year of the Option Period, if any, subject to the same terms and conditions in effect during the last year of the Initial Term or the last year of the Option Period as the case may be. The charges payable to the Contractor during the last year of the Initial Term or the last year of the Option Period shall remain in effect during this additional extension period without adjustment. The Port Authority will advise the Contractor in writing at least thirty (30) days prior to the Expiration Date hereinbefore established that the Contract term is so extended.

Section 3. BILLING AND PAYMENT

- a) The Contractor's sole compensation in full and complete consideration for the performance of all of its obligations under this Contract shall be an amount equal to the sum of the following:
- (1) the Lane Cashier Hourly Charge as quoted by the Contractor in the Cost Proposal Form attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and
 - (2) the Valet/Traffic Attendants Hourly Charge as quoted by the Contractor in the Cost Proposal Form attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and
 - (3) the Office/Revenue Clerical Hourly Charge as quoted by the Contractor in the Cost Proposal Form attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and
 - (4) the Lot Checker Hourly Charge as quoted by the Contractor in the Cost Proposal Form attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and

(5) the Field/Office Supervisor Hourly Charge as quoted by the Contractor in the Cost Proposal Form attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and

(6) the Field/Office Supervisor in Charge Hourly Charge as quoted by the Contractor in the Cost Proposal Form attached hereto, multiplied by the actual number of hours of post coverage provided and satisfactorily completed, and

(7) the Monthly Operating Charge Per Vehicle as quoted by the Contractor in the Cost Proposal form, multiplied by the actual number of vehicles satisfactorily provided, and

(8) the Monthly Cost of Space, if any, and

(9) the charge for reimbursable expenses, if any, and

(10) the charge for extra work, if any, and.

(11) the Monthly Management Fee , if any.

Items (1) through (11) hereinafter collectively referred to as the "total monthly amount."

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

(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 directed by the Facility Manager from time to time, including but not limited to, format and the breakdown of items. On or before the tenth day of the month following the month in which the Commencement Date falls and on or before the tenth day of the month of each and every calendar month thereafter during the term of this Contract including the calendar month following the Expiration Date, the Contractor shall submit to the Port Authority an itemized invoice hereunder setting forth the total Lane Cashiers Hours, Office/Revenue Clerical Hours, Lot Checker Hours, Traffic/Valet Attendant Hours, Field/Office Supervisors Hours, Supervisor in Charge hours Temporary/Part Time Personnel Hours and applying the appropriate rates thereto. Such invoice shall also separately list the total number of hours of post coverage provided per shift and per day during the entire applicable Monthly Period as herein after defined. The Contractor shall, in addition, furnish any and all pertinent information as may be required from time to time by the Port Authority. Within thirty days (30) upon receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice.

(2) The Monthly Operating Charge Per Vehicle, the Monthly Management Fee and Monthly Cost of Space, if any, the charges for reimbursable expenses, if any, and the charges for extra work, if any, shall be paid by the Port Authority to the Contractor monthly at the rate specified on the Cost Proposal Form as the same may have been adjusted as set forth herein. Such amount for each calendar month shall be submitted on separate itemized invoices hereunder by the Contractor to the Airport Manager on or before the tenth day of the month following the month in which the Commencement Date occurs and on or before the tenth day of each and every calendar month

thereafter during the term of this Contract including the calendar month following the Expiration Date. Payments of amounts for a period of less than a full calendar month shall be computed by multiplying the applicable monthly amount by a fraction of the numerator of which shall be the number of days of this Contract was in effect during said month and the denominator of which shall be 30. Within thirty (30) calendar days upon the receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice.

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

d) 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 if the term is extended, the final payment made for services rendered in the last month of the extended term. However, should this Contract be terminated for any reason prior to the 36th month of the term or prior to the last month of the extended term, if the term is extended, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective.

e) The acceptance by the Contractor, or by anyone claiming by or through him of Final Payment shall be and 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 neglect 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.

f) 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 numbered clause, notwithstanding any purported reservation of rights.

g) The Contractor agrees that he shall not be entitled to, and hereby waives any right he 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 (d) and (e) 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 twelve percent (12%) per annum for the period, if any, in which such interest is due.

h) Hours and associated payments can be increased or decreased in specified job categories for particular facilities with authorization by an appropriate representative of the Port Authority. The hourly rate will be equal to the hourly charge hours for the job category at the particular facility, unless both the Port Authority and the Contractor agree to an alternate rate. The Port Authority anticipates technological advances in the third year of this agreement that will result in a twenty to thirty percent (20-30%) decrease in lane cashier staffing and a ten to fifteen percent (10 - 15%) decrease in field supervisor staffing.

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

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

Section 4. OPTIONS OF RENEWAL

(a) The Port Authority shall have the right to extend this Contract for two additional two-year periods from the Expiration Date originally fixed herein upon the same terms and conditions subject the following: not later than sixty (60) days prior to the Expiration Date on this Contract as the same may be extended from time to time hereunder, 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 extension period subject only to adjustment of charges as hereinafter provided.

(b) It is hereby understood and agreed that the hourly and annual amounts contained in the cost proposal form attached to this Agreement and applicable to the third year of the effective period shall be applicable to the first option period and shall be adjusted as set forth below.

(i) As used herein, "CPI" or "Consumer Price Index" or "Price Index" shall mean the Consumer Price Index for All Urban Consumers, Series ID: CUUSA101SAOL2, No

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.

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- (ii) For the first two-year option period the Price Index, as defined in paragraph (i), shall be determined for the months of December 2007 and December 2005. The hourly amounts for each job classification in the Cost Proposal Forms, monthly vehicle charges and management fees in effect during the initial term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for December 2007 and the denominator of which shall be the Price Index for December 2005. The resulting product shall be the hourly charges, monthly vehicle charges and monthly management fees payable during the first two-year option period.
 - (iii) For the second two-year option period the Price Index, as defined in paragraph (i), shall be determined for the months of December 2009 and December 2007. The hourly amounts for each job classification in the Cost Proposal Forms, monthly vehicle charges and management fees in effect during the first two year option period of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for December 2009 and the denominator of which shall be the Price Index for December 2007. The resulting product shall be the hourly charges, monthly vehicle charges and monthly management fees payable during the second two-year option period.
 - (iv) 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.
 - (v) In the event the annual charges set forth on the Cost Proposal Form shall be adjusted hereunder, then, simultaneously with such adjustment of the charges, the Minimum Hourly Wage the Combined Average Hourly Wage and Supplemental Benefits required to be paid hereunder, 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 compensation payable in the corresponding Option year, as applicable, and thereafter such adjusted amounts shall be payable as though set forth in the Form of Contract. At the commencement of each two-year Option Period, if any, the Contractor shall submit to the Port Authority its plan to insure its compliance with the average hourly wage and supplemental benefits requirement in effect during such coming year. 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.

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 and if such recompilation results in a lesser increase in the amount payable to such period then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand the Contractor shall refund to the Port Authority excess amounts paid by the Port Authority for such period.

Section 5. CHARGES

(a) The Contractor shall make only those charges of parking rates to users of the space which are established from time to time in writing by the Port Authority and shall permit only such free use of parking space as may be so permitted by the Port Authority. The Port Authority shall have the sole and unrestricted right from time to time and as often as it considers it necessary or advisable, to change the parking rates upon twenty-four (24) hours notice to the Contractor.

(b) If the Contractor charges any rate in excess of the established rate, the amount by which the actual price deviates from the established rate shall constitute an overcharge. Such overcharge shall upon demand of the Port Authority by the user, be promptly refunded to the user. If the Contractor charges any rate which is less than the established charge, the amount by which the actual price deviates from the established rate shall constitute an undercharge and an amount equivalent thereto shall be included in the gross receipts hereunder. Notwithstanding any repayment of an overcharge any inclusion of an undercharge in gross receipts, each such overcharge or undercharge shall constitute a breach of the obligations of the Contractor under this Agreement, and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or otherwise, or by reason of this Agreement.

Section 6. FIDELITY OBLIGATION

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

Section 7. AUDIT

The Contractor shall maintain (and shall cause its subcontractors to maintain), in accordance with generally accepted accounting standards, during the term of the Contract and for three (3) years thereafter, all payroll records and books of account recording all Wages and Supplemental Benefits defined in Section 11 paid or provided to or for its employees (and its subcontractor's employees)

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account of the services performed by the Contractor pursuant to this Contract, which payroll records and books of account shall be kept at all times within the Port of New York 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 payroll records and books of account by the duly authorized representatives of the Port Authority. Further, the Contractor shall submit (and in cause it subcontractor's to submit) to the Port Authority on the thirtieth day of the seventh month following the month in which the Effective Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of the 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 showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee by category and at each airport, providing the Contractor's services under the Contract for each month of the Contract 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 and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's services under the contractor. Each certified statement shall at a minimum contain the level of detail in the sample certified statement outlined in Exhibit D.

In the event that an audit of the Contractor's (subcontractor's) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should indicate that for any Contract Year (Contract Year is defined as 365 days or 366 days), either the Contractor or the subcontractor has not paid or provided at least the Combined Average Hourly Wage and Supplemental Benefits for each category of employee at each airport set forth herein, (including any adjustments, if provided for, reflecting changes in the Consumer Price Index), the Contractor shall, at the option of the Port Authority pay either to the Port Authority or to the Contractor's employees who have not been paid the required wages and benefits an amount (calculated for the Contractor or subcontractor who has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Combined Average Hourly Wage and Supplemental Benefits required hereunder and the Combined Average Hourly Wage and Supplemental Benefits actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract Year (hereinafter referred to as "the Underpayment Amount"). The Contractor shall be responsible for all payroll and associated taxes related to such Underpayment Amount.

In addition to any amount withheld by the Port Authority pursuant to the Section of this Contract entitled, "Withholding of Payments", 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 to the Contractor under this Contract. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, its plan for the return of the Underpayment Amount to each affected employee. Such a plan shall include a time frame by which the Contractor will be in compliance. In approving such a plan, the Port Authority may require the Contractor to return the Underpayment Amount to the affected employee in cash.

In addition to the Underpayment Amount payable by the Contractor, the Port Authority may deduct an amount equivalent to ten percent (10%) of the total Underpayment Amount from any subsequent payment to the Contractor.

Payments under any Incentive Program made by the Contractor shall not be included in the computation of Combined Average Hourly Wage and Supplemental Benefits.

Section 8. RECORDS

The Contractor shall set up, keep and maintain in effect in accordance with accepted accounting practice during the term of this Agreement and any extension thereof and for three (3) years after the expiration, termination or revocation thereof, records, payroll records and books of account (including record or original entry and daily forms) recording all transactions of the Contractor, at, through or in any way connected with or related to the operations of the Contractor hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, and such additional information as the Port Authority may from time to time and at any time require, and separately recording the actual number of Service hours and keeping separate records thereof which records and books of account shall be kept at all times within the Port of New York District. The Contractor shall permit in ordinary business hours during the term of this Contract including any extensions thereof and for one year 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 anywhere in the Port of New York District. The Contractor shall, at its own expense, install, maintain and use such equipment and devices for recording the Service hours, as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the Port Authority may from time to time require; the Contractor shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

Section 9. NON-PERFORMANCE OF CONTRACTOR'S DUTIES - LIQUIDATED DAMAGES

(a) In the event that the Contractor fails to provide Field/Office Supervisors, Office/Revenue Clerks, Lane Cashier, Lot Checkers and Valet/ Traffic Attendants or perform the Airport Parking Services, 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 Parking operations at the Facility, which will result from the non-performance of the portion of the Service not performed, cannot be easily calculated and may be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two-hundred percent (200%) of the applicable hourly charge or charges set forth in the Contractor's Cost Proposal, as the same may have been adjusted, by the number of hours or major fractions thereof that the Contractor fails to provide the Field/Office Supervisors, Office/Revenue Clerks, Lane Cashier, Lot Checkers and Valet/ Traffic Attendants (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) In the event that the Contractor fails to provide the Regional Manager, Parking

Manager, Parking Operations Manager, Human Resource –Training Manager, or to perform such functions in accordance with the duties set forth elsewhere in this Agreement, then inasmuch as the damage and loss to the Port Authority, from the disruption of the operation of the Facility and disruption to the parking operations at the Facility which will result from the non-performance of said Regional Manager, Parking Manager, Parking Operations Manager, Human Resource –Training 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 major fractions thereof that the Contractor shall fail to provide said Regional Manager, Parking Manager, Parking Operations Manager, Human Resource –Training Manager, as required, (it being understood that in no event shall any amount be payable by the Port Authority for the Regional Manager, Parking Manager, Parking Operations Manager, Human Resource –Training Manager, hours not actually provided by the Contractor), said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

(c) In the event that, for any reason, a Contract Vehicle(s) shall not be available when required for use in providing the Service for any day or portion thereof, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the parking services at the facility which will result from the non-performance of the parking service cannot be calculated and will be incapable of determination, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two hundred percent (200%) of the applicable daily vehicle rate (determined by dividing the applicable monthly vehicle rate by the number of days in the applicable month) by the number of days or major fractions thereof that the Contractor fails to provide the parking service vehicle, said amount or amounts to be deducted from any sums due and owing from the Port Authority shall determine from time to time in its sole discretion.

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

(e) In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority or fails to submit any documentation, reports or records as required, then inasmuch as the damage and loss to the Port Authority, including

disruption of the operation of the Facility and disruption of the parking 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 per requested documentation, reports or records multiplied the number of days or major fractions thereof that the Contractor fails to maintain or provide any documentation, reports or records, and said amount or amounts to be deducted from any sums due or owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

(f) In the event that the Contractor fails to provide separate personnel, equipment, materials and Services for Extra Work in accordance with Section 10, of this document the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying Seventy-five Dollars and No Cents (\$75.00) per hour by the number of hours or occasions thereof that the Contractor shall fail to provide personnel, equipment, materials and/or Services for Extra Work as required and approved by the Airport Manager.

(g) Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall be deemed to be a waiver or relinquishment by the Port Authority.

Section 10. EXTRA WORK

(a) "Extra Work" as used herein shall mean the supply of supervision, personnel, equipment, materials and other services which differ from that implied or required under the Contract in its present form; not including new and/or additional posts and increased hours and that work, if any, which is specifically designated as Extra Work elsewhere in this Contract.

(b) The Contractor shall provide separate personnel, equipment, materials and/or Services for Extra Work as herein above defined, when requested by the Airport Manager on not less than twenty-four (24) hours oral notice, except in case of an emergency when not less than two (2) hours oral notice may be given. Oral notices given hereunder will be confirmed in writing by the Port Authority to the Contractor. The Contractor will be compensated for the separate additional personnel, equipment, material and/or services required for Extra Work at the applicable "hourly rate" set forth on the Contractor cost Proposal form or at the minimum rate herein specified for Temporary/part time personnel. All hours of additional personnel, equipment, material and/or services supplied hereunder must be evidenced by written records and reports as required and approved by the Airport Manager.

(c) In the case of purchased or leased equipment, materials or supplies and other things, the Port Authority will pay to the Contractor an amount equal to the third party net cost to the Contractor of such purchased equipment, materials, supplies and other things plus the percentage of 5%. All equipment, materials, supplies and other things supplied by the Contractor and the cost thereof (which shall be subject to reasonable market rates under then existing circumstances) shall be subject to the prior approval of the Airport Manager. Unless directed by the Manager, the Contractor shall seek at least three (3) bids for the supply of same and shall maintain full documentation of same.

Section 11. COMBINED WAGES AND SUPPLEMENTAL BENEFITS

A. Definitions:

- 1) "Employee" shall mean any person, employed by the Contractor or its subcontractors to perform any of the Services required under this Contract as the Management Representative and including any hourly wage employees engaged in the basic services required hereunder and shall include other administrative personnel performing such duties exclusively.
- 2) "Hourly Wages" shall mean wages paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any.
- 3) "Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance, but excluding reimbursement for expenses and the cost of providing any benefits required by law. Without limiting the foregoing, under no circumstances shall the cost of providing and cleaning uniforms, providing training (required by the terms of this Contract) and transportation to and from post, or any other items incidental to rendering the services covered under this Contract, be allowed or included as Supplemental Benefits.
- 4) "Non-overtime Hours Worked" shall mean the straight-time 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 not be included, whether or not paid.
- 5) "Average Hourly Wage" shall be calculated for each Contract Year and shall mean the quotient obtained by dividing the total number of non-overtime hours worked by all employees in each of the categories, set forth in Paragraph (c) hereof, for such Contract Year into the total of the Wages (excluding overtime) paid by the Contractor (and its subcontractors) to the employees in each such category including shift differentials, if any, for such Contract Year. For the purposes of computing the Combined Average Hourly Wage and Supplemental Benefits, amounts paid by the employer for meal periods, relief time and roll call shall be excluded in the total of the Wages.
- 6) "Average Hourly Supplemental Benefits" shall be calculated for each Contract year and shall mean the quotient obtained by dividing the total number of non-overtime hours worked by all employees in each of the categories set forth in Paragraph (c) hereof, in a Contract Year into the total direct cost of the Supplemental Benefits provided to employees in connection with such non-overtime hours by the Contractor (and its subcontractors) for such employees in such Contract year.
- 7) "Combined Average Hourly Wage and Supplemental Benefits" shall mean the sum of the Average Hourly Wage and the Average Hourly Supplemental Benefits.

8) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

B. Generally, Supplemental Benefits are included in the computation of Combined Average Wages and Supplemental Benefits in the Contract Year in which they are actually paid. Some benefits, such as vacation time, may accrue in one year but may not be paid until the following Contract Year.

For example: Assume an employee begins working for the Contractor on January 1, 2005. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2006. The employee's vacation benefits accrued in 2005, but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Combined Average Wages and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2005.

C. The Contractor in the performance of the Service herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the following amount for each employee in the categories specified below under the following headings. If the services covered by this contract are provided at more than one Port Authority facility, these contract minimums are applicable at each facility.

Minimum Hourly Wage (without benefits) (effective during initial term of the Contract):

Lane-Cashier \$9.00

Valet/Traffic Attendant \$8.50

Lot Checker \$9.50

Revenue/Administrative - Clerical \$10.00

Field/Office Supervisor \$12.00

Field/Office Supervisor-in-Charge \$14.00

Temporary/Part-Time \$8.00

Combined Average Hourly Wage and Supplemental Benefits (per hour):

Lane-Cashier \$15.37

Valet/Traffic Attendant \$14.24

Lot Checker \$16.80

Office/Revenue- Clerical \$16.80

Field/Office Supervisor \$19.93

Field/Office Supervisor-in-Charge \$22.20

- D. Compensation payable under this Contract is subject to adjustment from time to time as provided in Section 4 in the Contract Specific Terms and Conditions, then simultaneously therewith, the Combined Average Hourly Wage and Supplemental Benefits and the Minimum Salary for an employee holding a position specified in Paragraph (C) above, shall each 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.
- E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee Hourly Wages and providing Supplemental Benefits higher than the Combined Average Hourly Wage and Supplemental Benefits herein before described. It is understood that the Contractor's obligation to pay or provide the Combined Average Hourly Wage and Supplemental Benefits set forth above allows the Contractor to pay or provide some of its employees hourly Wages and Supplemental Benefits that are higher or lower than the average (but not lower than any minimum wages that may be required under Paragraph "C" above to be paid to each employee); 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.
- F. Contractors (and its subcontractors) should expect to be audited with respect to Average Hourly Wages and Supplemental Benefits paid to employees under this Contract. All Combined Average Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. The Contractor's books and records shall include, among other things, a list of any and all benefits accrued in one year but not paid until the following Contract year and the name of each employee entitled to be paid such benefits. In the case of employees entitled to such benefits no longer employed by the Contractor under the Contract, the Contractor must provide evidence that such payments have been made. 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 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 for Goods and Services, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration.
- G. In the event that an audit of the Contractor's (or subcontractor's) books and records discloses that for any contract year the Contractor or his subcontractors have not paid at least the

minimum combined average hourly wages and supplemental benefits set forth herein, then the Contractor shall at the option of the Authority pay either to the Authority or the contractor's employees the differences between the total amounts required to be paid hereunder during that contract year in each such wage, benefit or salary category in which an underpayment has been found and the amount actually paid in each category. In such event, the Authority may elect at its sole discretion, to deduct any sums due it from the Contractor in accordance with the provisions of this numbered clause, from any payment(s) due to the contractor under this Contract.

Section 12. CUSTOMER SERVICE REQUIREMENTS AND CUSTOMER WELL BEING PROGRAM

The Port Authority has established a policy that proactive, responsive, respectful, and helpful customer service is of the utmost importance. This policy not only extends to all Port Authority employees and contractors, but also includes the companies (airport partners) whose staffs contact customers while providing services at the airports. In this regard, the Contractor hereby agrees to observe and comply with the provisions of Exhibit C entitled *Airport Performance Management Program*.

Section 13. RECORDS

The Contractor shall set up, keep and maintain in effect in accordance with accepted accounting practice during the term of this Agreement and any extension thereof and for three (3) years after the expiration, termination or revocation thereof, records, payroll records and books of account (including record of original entry and daily forms) recording all transactions of the Contractor, at through or in any way connected with or related to the operations of the Contractor hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, and such additional information as the Port Authority may from time to time and at any time require, and separately recording the actual number of Service hours and keeping separate records thereof which records and books of account shall be kept at all times within the Port of New York District. The Contractor shall permit in ordinary business hours during the term of this Contract including any extensions thereof and for three (3) years thereafter the examination and audit by the officers, employees and representative 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 of New York District. The Contractor shall, at its own expense, install, maintain and use such equipment and devices for recording the Service hours, as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the Manager may from time to time require; the Contractor shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment and devices.

Without limiting the generality of any provision of this Agreement the Contractor shall keep such records, including the maintenance of a tag inventory register, as the Port Authority may require with respect to all Port Authority reimbursable purchases of tools or office equipment.

Section 14. CONTRACTOR SERVICE HOURS INCREASE/DECREASE

- (a) The Authority shall have the right from time to time and at anytime, in its sole discretion, to increase or decrease, on at least eight (8) hours' notice to the Contractor, any category of contractor personnel hours previously scheduled to be provided under this Contract. Any such hours provided shall be compensated to the Contractor at the hourly rate in effect at the time of providing such service. Nothing in this paragraph shall obligate or be deemed to obligate the Authority to pay at any but the rate established hereunder for staffing. Service hours shall be limited so that no decrease or increase therein shall be made that will result in a schedule which will be reduced or increased by more than 25% of the total hours scheduled during the immediately preceding 24 hour period.
- (b) The Contractor recognizes and agrees that the Port Authority may increase or decrease the number of services hours worked with respect to any function described in the agreed staffing plan at any time and from time to time. In the event that at any time the Port Authority temporarily decreases or increases hours for any said function beyond what is provided for in the agreed staffing plan said decrease or increase shall be limited so that no decrease or increase therein shall be made that will result in a schedule which will be reduced or increased by more than twenty five percent (25%) of the total hours previously scheduled during the immediately preceding 24 hour period. In the event the Port Authority decides to increase or decrease the scheduled services as aforesaid, it shall give not less than twenty four (24) hours prior written notice to the Contractor, said changes to be in effect on the date specified in the notice.
- (c) With respect to the functions set forth in the agreed staffing schedule, in the event that the Port Authority gives the Contractor less than eight (8) hours' notice of the requirement for an increase in service hours previously scheduled, the Contractor agrees to use its best efforts to fulfill each such request. Any such hours provided on less than 8 hours notice, as aforesaid, shall be compensated to the Contractor at one hundred and twenty percent (120%) of the hourly rate in effect at the time of providing such service.
- (d) Notwithstanding items in the paragraph above the Port Authority anticipates during the term of this agreement certain technological advances that will result in decrease in lane cashier staffing approximately twenty to thirty percent (20-30%) and a decrease in field supervisor staffing approximately ten to fifteen percent (10 - 15%) during the third year of this agreement. At such time The Port Authority shall provide to the contractor a new schedule specifying the number of Contract personnel hours anticipated under each category of the Contractors personnel. Thereafter upon such revision, the original schedule in effect prior to any technological change shall be deemed deleted and the new schedule shall be inserted in lieu thereof. The Port Authority shall continue to pay to the Contractor the hourly wages for each job category in effect at the time of such revision. The Port Authority shall have the right at any time and from time to time in its sole discretion to increase and decrease the regularly scheduled lane coverage shown on the revised schedule to be provided by the Contractor hereunder in accordance with the provisions of this Section. In the event the Port Authority decides to increase or decrease the scheduled lane coverage at Kennedy, LaGuardia or Newark Airports as provided in this paragraph, it shall give not less than fifteen (15) days prior written notice to the Contractor to such effect, said changes to be effective upon the date specified in the said notice.

- (e) Unless otherwise approved by the Port Authority the Contractor shall not schedule any employee for more than a twelve-hour tour of duty during any consecutive twenty-four hour period. If special circumstances pertain as determined by the Port Authority an employee may work longer than a twelve-hour tour in any one twenty-four-hour period. No employee shall work for longer than a twelve-hour tour except with the prior continuing consent of the Port Authority.

Section 15. INSPECTIONS

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

Section 16. AIRPORT MANAGER'S AUTHORITY

In the performance of the Contract, the Contractor shall conform to all orders directions, and requirements of the Airport Managers for Kennedy, LaGuardia and Newark Liberty Airports and shall perform the Contract to the satisfaction of each Airport Manager at such times and places, by such methods and in such manner and sequence as he or she may require, and the Contractor's performance shall at all stages be subject to his/her inspection. Each Airport Managers 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 at his or her respective airport. Upon request, the Airport Manager shall confirm in writing any oral order, direction, requirements or determination.

Section 17. PORT AUTHORITY APPROVAL

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

Section 18. NOTICES

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

the Contractor any amendments or supplements to this Agreement or any extension thereof, and to give and receive notices hereunder.

Section 19. PARKING

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

Section 20. HOLIDAYS

No additional compensation shall be paid or payable hereunder for services provided on holidays.

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 - Five Million Dollars and No Cents (\$5,000,000.00) combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - Five Million Dollars and No Cents (\$5,000,000.00) combined single limit per accident for bodily injury and property damage liability.

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

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

Comprehensive Dishonesty, Disappearance and Destruction policy- including but not limited to Employee Dishonesty Coverage, Loss inside the premises coverage, Loss outside the premises coverage and Depositors forgery coverage, in limits not less than Four Hundred thousand Dollars and No Cents (\$400,000.00) per occurrence.

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey as additional insured, in the policy or policies set forth above. 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 standard, basic unamended and unendorsed Commercial General Liability Policy. The liability policy (ies) and certificates of insurance shall contain a cross-liability endorsement 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 term of the Contract including any option periods.

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

Further, unless otherwise agreed by the Port Authority, the liability policy shall contain an additional endorsement providing the insurance carrier shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving, in any way 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. This clause shall also be included on the Certificate of Insurance.

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 One Million Dollars and No Cents (\$1,000,000.00) per accident.

Each policy above shall 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 New York and New Jersey, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverage of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificates of insurance, to the Port Authority of New York and New Jersey, Airport General Manager or his/her designee, at the location where the work will take place. The certificates of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the Contract at the premises. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Airport General Manager or his/her designee at least thirty (30) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume at 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.

Section 22. GRATUITIES

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

Section 23. NO SMOKING

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

Section 24. FEDERAL AIRPORT AID

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

Section 25. BASIC LEASE

(a) "City Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between the City of New York, as Landlord, and the Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same may have been or may be amended or supplemented.

(b) "Newark Airport Lease" shall mean the Agreement of Lease dated as of October 22, 1947 between the City of Newark, as Landlord, and the Port Authority of New York and New Jersey, as Tenant, with respect to the Air Terminal known as Newark Liberty International Airport and the Newark Marine Terminal, as the same has been, and may hereafter be, amended or supplemented from time to time.

(c) The Contractor shall take no action that will cause the Port Authority to breach either the City Lease of the Newark Airport Lease.

Section 26. PROPERTY OF THE PORT AUTHORITY

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

Section 27. VEHICLES

(a) The Contractor will be required to have in service at all times vehicles (passenger vans, four wheel drive vehicles and customer service vehicles hereafter collectively referred to as "Contract Vehicles") to transport all of the contract staff from the roll call locations to their posts at the parking lots and to carry out all other functions and obligations of the Contractor in performing its services hereunder.

The initial supply of Contract Vehicles used in this Contract must be of the model year 2005. Contract Vehicles for the option period, if any, shall be no older than three (3) model years unless otherwise approved by the Port Authority and shall conform to the vehicle specifications listed in Exhibit B attached hereto and hereby made a part hereof. These vehicles may only be used for transporting personnel to and from post or other duties related to Parking Lot operation. All Contract Vehicles must have emergency flashing roof mounted lights. During the term of the Contract and option periods, if any, the Contractor shall provide Contractor Vehicles at each Facility in accordance with the following:

<u>Airport</u>	<u>4-door, 4-wheel drive Jeep</u>	<u>Customer Service Mini Van</u>	<u>Pick-up Truck</u>
Newark	3	7	3
Kennedy	4	5	1
LaGuardia	3	3	1

- (b) Except for fueling, maintenance, repair and cleaning, which shall all be accomplished as expeditiously as possible in order to return the vehicles to duty as quickly as possible and except as otherwise directed or permitted by the Airport Managers for the performance of the Service hereunder, the Contract Vehicles shall be used only on Airport and exclusively for providing the Service under this Contract. The Contractor shall register each vehicle under the laws of the state of New York or New Jersey as applicable and shall comply with all laws, rules and regulations applicable to the operation thereof.
- (c) The customer service vehicles shall be available and equipped at all times to provide jumper cable service starts for batteries, change flat tires, inflate tires where possible and provide up to two gallons of gasoline. The customer service vehicle shall be equipped with a mobile two-way radio or car telephone in order to maintain appropriate communication. This service shall be provided at no charge to parking lot customers on a twenty four (24) hours- per-day, seven (7) days-per-week basis.
- (d) The Contractor shall, through itself or its contractors, (who shall be licensed towing operators in the State of New York or New Jersey, as applicable), respond to and assist parking lot patrons at the airports who have been locked out of their vehicles (hereinafter called "the vehicle lockout service"). The Contractor shall provide the vehicle lockout service in accordance with the rules and regulations established by the Authority, which may be changed by the Authority from time to time and at any time. The Authority shall reimburse the Contractor in an amount equivalent to the lesser of: (i) Twenty Five Dollars and No Cents (\$25.00) or (ii) the actual cost invoiced by the towing operator, each time the Contractor provides vehicle lockout assistance, provided, however, that the total vehicle lockout service amount payable by the Authority to the Contractor during any annual period shall not exceed a combined amount of Fifty Thousand Dollars and No Cents (\$50,000.00) and allocated at the following limits : (\$20,000) for JFK, (\$10,000) for LGA and (\$20,000) for EWR.
- (e) Without limiting the generality of any of the other terms or provision of this Contract and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time to time by the Port Authority with respect to use of the foregoing Contract Vehicles in the operation of the Service. Such procedures shall include, but not be limited to, procedures with respect to the manner and method of dispatching the Contract Vehicles, monitoring the use of the vehicles, the written forms to be used by dispatchers and drivers in recording vehicular operation, usage, and maintenance and any and all other procedures and forms which may be necessary or desirable in connection with the operation of the Service hereunder.
- (f) The agreement of the Contractor that the Contract Vehicles hereunder shall be used exclusively in and only in providing the Service hereunder is of the essence of this Contract and upon the application to any court of equity having jurisdiction hereunder the Authority shall be entitled to a decree against the Contractor requiring specific performance and the Contractor shall hereby waives any defense based upon the existence of a remedy at law in any action or actions which may be brought. The foregoing shall be additional and not in lieu of or exclusive of any remedy available to the Port Authority at Law or in equity.

- (g) Parking for Contract Vehicles will be provided at the Airports, at no charge, at such locations as may be designated from time to time by the Manager. Any Contract Vehicle that at any time is not in use or on duty shall be parked on the Airport.
- (h) The Contractor in connection with its operation herein, will provide, maintain and operate the Contract Vehicles at the Airport in conformance with the specifications and requirements set forth herein.
- (i) Notwithstanding the generality of any other term or provisions hereunder, it is expressly understood and agreed that all costs of the Contractor of whatever kind or nature, whether imposed or assigned directly upon the Contractor under or because of the terms and provisions hereof, including, but not limited to, purchase, repair, replacement, fuel, oil, license fees and insurance shall be borne by the Contractor and without reimbursement from the Port Authority. The entire and complete cost and expense of the Contract Vehicles shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same except as specifically herein above set forth.
- (ii) In the event that any time during the term of this Contract, a Contract Vehicle is lost or destroyed or so damaged or is in need of such repair that it cannot be repaired in a period of fifteen (15) days, said vehicle shall be removed from service. In the event of such removal, the Contractor shall at no cost or expense to the Port Authority replace said removed vehicle with another meeting the specifications set forth herein and equipped as required herein.
- (iii) In the event that any vehicle is damaged or is in need of repair and such repair can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repair and provide in lieu of such a Contract Vehicle of substantially the same carrying capacity, style and type as the one being repaired, which shall be subject to the prior approval of the Port Authority.
- (iv) Any such vehicle which, in the opinion of the Port Authority, fails to meet the requirements as herein set forth shall immediately, upon oral direction from the Port Authority be removed from service and another Contract Vehicle shall be immediately substituted for the vehicle removed. The vehicle removed shall not be returned to service until the condition complained of has been corrected as evidenced by written confirmation from the Contractor that the repairs have been made.
- (v) The Contractor in the performance of the duties herein will ensure that three of the four wheel drive vehicles at EWR, one of the four wheel drive vehicle at JFK and LGA are pick-up trucks capable of attaching a snow plow for the removal of snow.

Under the terms and conditions of this Contract, the Contractor shall supply personnel in the following positions: Regional Manager, Parking Manager, Operations Manager, Human Resource – Training Manager, Supervisor in Charge, Office/Field Supervisor, Lane Cashier, Lot Checker, Valet/Traffic Attendant, Administration/Revenue Clerk, in accordance with the following, as those functions shall be carried out in accordance with and to exceed all applicable Sections of this Contract and the Airport Standards Manual:

A. Regional Parking Manager

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

1. Plan, organize, direct and control the work required for the Contractor's General Manager(s) of Parking; Parking Operations Manager(s); Assistant Parking Operations Manager(s); Executive Administrator(s) and all Supervisory, Cashier, Lot Checker, Traffic Attendant, Customer Service Driver and Valet personnel as well as other contractors engaged in operating the public parking lots/garages at the facility. Abide by and insure adherence to established policies, rules, procedures and regulations of the Port Authority as applicable at each facility.
2. Maintain close and proper liaison with Airport Managers or their duly designated representatives on audit and reporting issues and assure cooperation of the staff with authorized representatives of the Port Authority.
3. Maintain close liaison with and assure cooperation of the staff with members of the Port Authority Audit division on matters of revenue accountability and security.
4. Assure cooperation and communications with police at the facility, handling problems of mutual concern such as the prohibited vehicles, minimizing traffic congestion leading into and out of lots/garages, impounding of vehicles, disposition of abandoned vehicles and other items relative to security and property of both the Port Authority and patrons using the Facility.
5. Be responsible for developing, overseeing and achieving an acceptable level of customer service by all employees of the Contractor at each Facility in accordance with the Airport Standards.
6. Be responsible for achieving an acceptable level of public relations by all operational employees of the Contractor at each Facility.
7. Review reports, both scheduled and ad hoc, and recommend in-depth analysis regarding business trends that affect overall performance of the individual lots at each Airport.
8. Provide pro-active and innovative management that continually monitors the operations. Analyze parking facility activities in order to develop procedures to improve patron service.

9. In those cases where Port Authority action is required, submit recommendations and suggestions for consideration.

10. Assist in setting and enforcing standards regarding parking employees' personal appearance and demeanor to assure a professional, first class, operation.
11. Conduct unannounced personal inspections at various times of the day and week to observe and evaluate performance of subordinate personnel in fulfilling patron service standards and contractual obligations.

B. Human Resource – Training Manager

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

1. Plan, organize, direct, and maintain all aspects of employee needs. This includes all processes and policies typical of a human resources department (i.e., recruitment, hiring, orientation, benefits, union issues, disciplinary action, ensuring legal compliance, and processing of forms accurately and in a timely manner).
2. Abide by and insure adherence to established policies, rules, procedures and regulations of the Port Authority, including monitoring employee turnover rates and employee counseling summaries.
3. Continually monitor the effectiveness of current human resource procedures. In those cases where Port Authority action is required, the Human Resources Manager is expected to submit recommendations and suggestions for Port Authority consideration.
4. Plan, organize, direct and control the work required of the Human Resources/Payroll Supervisor(s).
5. Monitor and explore effectiveness of current policies, procedures, and laws. Submit recommendations and suggestions for mandatory updates, enhancements, etc. to Five Star Parking and the Port Authority when applicable or needed.
6. Ensure customer issues are investigated and addressed in accordance with Contract provisions.
7. Maintain and analyze reports, mystery shops, and feedback of customer concerns and recommend enhancements/changes based on trends and/or needs noted for Port Authority consideration.
8. Develop, maintain, and implement training programs for all levels of employees that will enhance job performance and professional development.
9. Develop, maintain, and implement orientation and job function training program for new hires.

C. General Manager

The General Manager will be the senior representative for the Contractor on a full-time basis at each airport, responsible for the administration and operation of the parking facilities. The following is a listing of major duties performed by the General Manager:

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

13. Conduct unannounced personal inspections at various times of the day and week to observe and evaluate performance of subordinate personnel in fulfilling patron service standards and contractual obligations.
14. The General Manager shall not serve in the capacity of a cashier on any regular tour or scheduled relief tour.
15. Serve as the Regional Manager in his/her absence.

D. Parking Operations Manager

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

1. Plan, organize, and direct the work required of all the Contractor's administrative, supervisory, cashier, lot-checker, and utility employees engaged in operating the public parking lots at the Facility.
2. Abide by and insure adherence to established policies, rules procedures and regulations of the Port Authority as applicable at the Facility.
3. In the absence of the General Manager, assumes the position and duties of the General Manager, as the senior official in charge.
4. Initiate and direct the orientation of new employees as well as efforts designed to improve the efficiency of employees already on duty.
5. Maintain close liaison with and assure cooperation of each supervisor with members of the Port Authority's Audit Division on matters of revenue accountability and security.
6. Maintain proper liaison with the Airport manager or his/her duly designated representative on day-to-day operational problems.
7. Assist in achieving an acceptable level of public relations by all employees of the Contractor at the Facility, instructing employees to render the utmost courtesy in dealings with the public.
8. Assist in setting and enforcing standards for parking employees, personal appearance and demeanor, including, but not limited to, attitude, personal contact with patrons and uniform attire.
9. Aid the General Manager in observing and evaluating each supervisor's performance in the supervision of the parking employees of the Contractor under such supervisor's direction including the conduct of unannounced personal inspections at various times of the day and week to effect such observation and evaluation.

10. Review all records and reports and take necessary action directly or through supervisors, to correct errors and improve the proficiency of parking employees' or the Contractor.
11. Assist in developing and forwarding to the Port Authority suggestions for improving service, the means for which are beyond the responsibility of the Contractor or its capacity to control.
12. The Parking Operations Manager shall not serve in the capacity of a cashier on any regular tour or scheduled relief tour.

E. Field/Office Supervisors

All Field/Office Supervisors are required to monitor and ensure the compliance by all staff to established Airport Customer Service standards attached hereto. The following is a listing of master duties performed by the Field/Office Supervisors.

1. Supervisor-in-Charge

1. Supervise all parking activities for which the Contractor is responsible on an assigned shift at the Facility.
2. Monitor and ensure the compliance by all staff of established Airport Customer Service standards.
3. Participate in the hiring and dismissal of employees, as required.
4. Be responsible for the optimum utilization of personnel and other resources on an assigned shift, including assistance in establishing entrance and exit lane scheduling patterns necessary to meet adequate service standards.
5. Discuss any existing problems concerning vehicles, tickets, staffing coverage, broken equipment or other related matters with the Supervisor-in-Charge from the previous shift.
6. Assign Supervisors' specific duties including skimming of monies from cashier's booths, manning the duty desk, customer service plaza supervision and patrolling of parking fields and roadways.
7. Schedule proper supervision for the assigned shift, arrange for lunch relief, days off vacation and all similar categories of time. Supervise cleaning contractor to ensure compliance with all facets of the contract as noted herein.
8. Explain new procedures to supervisory staff as they are implemented.
9. Contact the General Manager for updating on current changes. Keep the General Manager fully informed on daily operations.
10. Oversee the change of shift by physical presence in the office.
11. Check supervisor's tour Assignment Reports to insure proper staffing coverage in all parking areas. Authorize necessary steps to obtain volunteers for overtime, as necessary.

12. Assume the responsibilities as company representative when both the General Manager and the Operations Manager are unavailable
13. Maintain appropriate liaison and coordination with Port Authority Duty Transportation Supervisor on daily operational problems affecting patron service or public relations.
14. Assist in personnel training of new supervisory personnel and advising them of company rules, regulations, standards and responsibilities.
15. Oversee duties performed by Parking Supervisors, monitor their daily reports on physical conditions of cashier booths and take follow-up action to effect repairs. Report findings to management as required.
16. Train lower-level supervisory personnel on their functions and responsibilities and evaluate subordinate performance.

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

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

2. Parking Supervisor

1. Under the direction of the Supervisor-in-Charge provide *first-line supervision of all personnel of the Contractor* engaged in the parking lot operation to ensure safe and efficient service, which may include resolution of problems at exit plazas.
2. Assure optimum utilization of personnel and other resources to maintain adequate patron service standards. Assist and recommend in the establishment of entrance and exit-lane scheduling patterns to maximize staff efficiency.
3. As assigned assume supervision of the duty desk, with responsibilities for maintaining operating logs, assigning cash banks and control keys to cashiers, including the control of variable message signs and the monitoring of any camera system.

4. Check all tollbooths, parking equipment and areas for condition and serviceability. Note cleanliness, rubbish, broken glass, condition of time clock, doors, windows, instruction cards and sheets and all equipment. Note deficiencies and corrective action in supervisor's log.
5. Check accuracy of time stamped by all time clocks at least once during assigned shift.
6. Check the attendance of all subordinate employees and monitor their ability to perform required duties and to reflect favorably upon organization with respect to appearance and compliance. Assure that an employee judged to be unfit is not permitted to go on duty before all deficient conditions are corrected.
7. Assign positions to each employee indicated on the work schedule previously approved by the General Manager and assure that each employee's change bank is in order.
8. Evaluate all traffic conditions and provide adequate tollbooth coverage (opening, closing and reversing lanes) to meet adequate standards of service. Open or close lots as occupancy reaches a certain predetermined level. Consult with Airport personnel as required to provide optimum traffic flow and a high level of Customer Service.
9. Supervise and train employees' personal contact with patrons to insure the establishment and maintenance of favorable public relations.
10. Take steps to prevent the accumulation of improperly parked vehicles considered a hindrance to traffic circulation within the lot.
11. Handle the investigation of lost claim-check cases and customer complaints when such handling by supervisors rather than cashiers is required.
12. Oversee the checkout of cashiers at the end of assigned shift. Assure completion of ticket and cash records as well as cash deposits, and of tour reports.
13. Instruct and train parking employees in duties, rules and regulations. Insure that all instructions to employees are properly carried out.
14. Report to higher management all pertinent items and field activities vital to parking security and affecting the efficiency of operations. This/her includes traffic and parking patterns which the supervisor notes during personal inspection.
15. Maintain proper liaison with Port Authority representatives on day to-day operational problems.
16. Conduct field inspections on a regular basis and report deficiencies to the Operations Manager where Port Authority corrective action is required. Submit reports to Supervisor-in-Charge or higher contractor management as conditions warrant.
17. Physically inspect vehicles operated by the Contractor for cleanliness and damage, and report findings to Supervisor-in-charge for corrective action.

18. Supervise pre-cashiering stations at locations if required to satisfy operational needs.

3. Workstation Supervisor

The following job description is for the Revenue Control System Workstation Supervisor:

1. Must master all of the job functions and responsibilities of the Cashiers, supervise them, and render such advice and training to them as necessary.
2. Possess significant computer training to enable him/her to train cashiers and to correct problems that may result from malfunctioning of the equipment or its improper use.
3. Must be in constant communication with Cashiers and take appropriate action to clear any situation in the lanes.
4. Must be in communication with patrons and be able to solve a patron's problem at entry lanes, exit lanes and Pre-cashiering Machines.
5. Must be able to effectively communicate with management, vendor support people, and other entities operating at the Airport.
6. Must be able to understand and use the RCS system.

F. CLERICAL

1. License Plate Inventory/Pre-Cashier Clerk

Under the direction of the General Manager or the Parking Operations Manager, the License Plate Inventory (LPI) Clerk is responsible for the day-to-day maintenance of inventory procedures and related computer-assisted operations. In carrying out these functions, the LPI/PRM Clerk shall:

1. Review various management reports from the computer system and takes appropriate action to resolve exceptions.
2. Generate daily Lot Checkers Schedules.
3. Program and upload the License Plate Inventory equipment.
4. Generate reports from various screens matching license plates against disappeared vehicles.
5. Generate monthly reports.
6. Report abandoned vehicles (over 30 days) to the Port Authority Contract Administrator.
7. Maintain detailed records of all vehicle inventory adjustments made and the reasons to substantiate the revisions.

8. Assure cooperation with Port Authority Facility and Audit personnel engaged in reviewing the LPI inventory, procedures and computer operations.
9. Initiate reports to the General Manager, as requested, regarding functions and responsibilities. Reports problems to the General Manager.
10. Maintain close liaison with the Port Authority Systems Administrator for RCS.
11. Maintain close liaison with General Manager.
12. Assure cooperation with Port Authority Facility and Audit personnel engaged in reviewing LPI inventory procedures and computer operations.

Pre-Cashiering/Pay on Foot Function (PRM/POF)

1. Generates PRM/POF reports.
 2. Searches and resolves PRM/POF malfunctions,
 3. Assist patrons having problems with the PRM's/POF's re: stock tickets, credit cards, and money
- 2. Administrative Clerk**
1. Abide by and insure adherence to the internal policies, rules, procedures and regulations of the Port Authority as applicable at the facility.
 2. Maintain close and proper liaison with the General Manager or his/her duly designated representative on day-to-day internal problems.
 3. Maintain close liaison with members of the Port Authority Audit Division on matters of revenue accountability and security.
 4. Be responsible for achieving an acceptable level of public relations by answering patron complaint inquiries at the Facility. Also includes handling all patron refunds.
 5. Assure the timely submission of required operational and administrative reports to Port Authority management regarding pertinent parking lot activities and performance. Oversee all administrative activities carried out by subordinate personnel.
 6. Review the purchase of supplies, services, and materials associated with the administration and operation of the parking facilities in accordance with the contract. This includes the approval of all bills with respect to the above.
 7. Review and process all Damage Reports submitted by the Supervisors checking for additional information needed to complete them properly. Notify patron of our denial of responsibility for damages and theft of personal property. On a monthly basis send a Damage Report Summary to

the Port Authority Transportation Supervisor listing totals of cars stolen, damaged, or other which includes theft from vehicle, etc.

8. Prepare new timecards each week for all employees.
9. Assist General Manager in preparation of reports of a confidential nature.
10. Distribute Petty Cash, maintain records, reconcile periodically.
11. Maintain complete absenteeism records, check every employee's timecard weekly, record, any absenteeism, and maintain personnel file.
12. Maintain checking account and also reconcile the bank statement at the end of each month.
13. Prepare Quarterly Sheets for Revenue Clerks
14. Investigate reports of robberies and forward reports to Port Authority Manager or his/her designee.
15. Prepare Weekly Payroll listing all hours for each employee on timesheets. Record sick, vacation and adjustment pay on proper records. Review payroll register sheets for each week to insure that deductions, increases, holiday, and vacations and have been handled properly.
16. Review all vacation requests as well as requests for Leave of Absences and holidays. Submit requests for vacation to the Manager for his/her review and approval, copy the employee and arrange for the employee to receive his/her accrued vacation pay the week prior to his/her leaving.
17. Forward statistical reports prepared for the Port Authority to the proper parties within the Port Authority each month, consisting of Monthly Revenue Reports, Missing Reports, Stratifications, Ticket Revenue Comparison, Tickets Issued/Tickets Collected.
18. Oversee typing and clerical duties in support of those activities normally carried out in the administration of the public parking lot operation.
19. Handle telephone inquiries regarding parking lot activities, and refer unusual requests for information to management personnel.
20. Handle all Disability claims submitted by employees to be filed with the State Insurance Fund and record payments by fund on the payroll.

3. Revenue Clerk

Prepare, reconcile, and post all necessary reports and forms and other clerical work associated with the parking operation. Such forms and clerical work shall include, all material that shall be specified by the Port Authority from time to time, and will be subject to audit review by the Port Authority. Delivery and distribution of the forms and reports will be made promptly wherever and in such quantity as the Port Authority may direct. The forms, reports and clerical work include but are not limited to the following:

1. Daily Tour Reports by each Cashier showing the number of cars, parking durations, and total collections. All collections from the Tour Reports are compared and summarized. All tour Reports by key are checked against the Cashier Terminals, Journal Tape to correspond with the Bank Deposit.
2. Bank Deposit of Collections with night vault deposit. Reconcile, separate, and validate bank deposits. Reconcile field pickups and receipts with the total collections. Validate bank deposits and submit to the Port Authority on a daily basis. Check and record all Lost Claim Tickets on the Cashier's Tour Report.
3. Prepare parking stratification reports by lot.
4. Inventory all operating supplies.
5. Post balance due receipts daily. Prepare and mail request for payment notice to patrons every 15 days. Collect all Balance Due Correspondence returned by the Post Office.
6. Reconcile cashier exception sheets against detailed cashier report.
7. Maintain a short register for each cashier for the purpose of recording his/her shortages. Issue a shortage slip and place into the cashier's file.
8. Compile all reports, Field Pickups, Receipts and Bank Tapes for delivery to the Port Authority.
9. Check Discount Category Tickets daily record the numbers and value and submit to the Port Authority.
10. PRM/POF Daily Worksheet - Photocopy all deposit sheets received and included in the daily collection. This includes Credit Cards from the Cashier Terminals.
11. Breakdown Sheet - Reconcile all revenues collected by the cashier and deposited.

G. Lane Cashier

The function of a "Cashier" is to collect parking fees from patrons as they leave the Airport Parking Lots. Normally the parking lot computer, will calculate parking fess however, in the event of a power outage or computer malfunction, cashier must be able to calculate fees owed.

1. The Cashier will be fully knowledgeable of the Port Authority parking lot rate structure and ensure that patrons are properly charged in accordance with the published rates.
2. The Cashier will ensure the safeguarding of funds and be accountable for overages and shortages.
3. The Cashier will prepare a Daily Tour Report recording by denomination the total number of monies and tickets collected, recording any exceptions.

4. As directed, the cashier will prepare lost claim-check forms and balance due statements.
5. The Cashier will be fully knowledgeable on the Port Authority's Revenue Control System computer terminal installed at the exit lane toll plaza.
6. Provide superior customer service to airport customers.

H. Lot Checker

1. The Lot Checker, under the direction of the LPI Clerk, generates a daily inventory of all vehicles parked in the parking lot. Lot Checkers shall perform an inventory between 0730 and 1200 hours for the Long Term Lot and between 0400 and 0630 hours for the CTA Lots. The inventory shall identify each vehicle in the lot by the State, License Plate Number, the make of the vehicle and the color. The aforementioned hours may vary by airport.
2. After the collection of the data, the Lot checker shall return to the office and the data collected is then uploaded into the computer for the current License Plate Inventory of the vehicles parked in the lots during that period of time.

I. Traffic Attendant

1. Under the immediate supervision and direction of the Field Supervisor, change traffic directional signs and set up traffic cones to facilitate the flow of traffic within public parking lots at the Airport.
2. Direct patrons to available parking spaces within parking lots when required, and set up barriers or traffic cones to prevent unauthorized parking, where necessary.
3. Direct departing traffic to available cashier lanes to expedite such traffic.
4. Report to immediate supervisor pavement failures including potholes and all other deficiencies with regard to the physical condition of the parking lots.
5. Perform other related duties as directed by the supervisor.

Section 29. POST COVERAGE

- (a) The Port Authority will compensate the Contractor for post hours. Post hours include only that time at which an employee is on his/her post. Post hours do not include roll call, transportation to or from the roll call location, meal breaks, rest breaks or any other time off post. Post coverage is to be continuous during the hours specified.
- (b) The Contractor shall, at its expense, transport employees from the roll call area to their assigned posts at the start of the tour and return them at the end of the tour.

(c) Roll call time prior to the commencement of actual post coverage is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed, (however, such time will be included for the purpose of computing the minimum combined Average Hourly Wage and Supplemental Benefits) as set forth in the Contract.

~~(d) Lane Cashiers and Valet/Traffic Attendants shall be relieved from duty during meal and relief periods and will not be permitted to remain at their workstation for these periods. Meal and relief periods must not be combined. The Contractor shall provide Lane Cashiers for meal and relief periods and this relief time shall not be considered lane coverage which is additional to the schedule and will not be billed to the Port Authority nor separately or additionally reimbursed.~~

The Contractor shall ensure that all Contract staff shall be well groomed, neat and clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No large earrings, personal cell/wireless telephone, compact disc player, AM/FM radios, portable television sets, smoking, consumption of food, drinks or alcohol are allowed while on post.

Section 30. QUALIFICATIONS OF EMPLOYEES

The Contractor shall furnish competent and adequately trained personnel to perform the service hereunder. Prior to assigning any personnel to the Contract as General Manager, Parking Operations Manager, Supervisor-in-Charge or Field/Office Supervisor, the Contractor shall furnish to the Port Authority the references of the proposed individuals detailing their experience and qualifications within the past five (5) years for the position for Port Authority review and approval. The Contractor shall employ staff meeting all of the following qualifications:

1. Ability to deal with and maintain an effective working relationship with Port Authority staff and the general public.
2. Ability to effectively use interpersonal skills in order to resolve customer problems and complaints.
3. Ability to communicate in English.
4. Ability to perform normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking an entire tour, climbing stairs, lifting and carrying baggage weighing up to 50 lbs, and exposure to severe weather conditions for an entire shift.

Will require periods of prolonged standing. May not have less than 20/30 corrected vision in each eye, color confusion or impaired color and depth perception, or impaired hearing. Prior to the Commencement Date and prior to the hiring of all new employees, and randomly thereafter at the request of the Port Authority, all contract employees must take and pass a physical examination and drug screening test including a comprehensive ten panel drug screen or its equivalent, to include screens for the following, arranged for by the Contractor and administered at the sole cost and expense of the Contractor, which indicates general good health without physical defects or abnormalities which would interfere with the performance of the duties hereunder. An independent firm (other than the Contractor and who shall be approved by the Port Authority) shall conduct the drug screening. This shall be conducted at no cost to the Port Authority.

Amphetamines
Barbiturates
Morphine – if indicated
Marijuana
Methaqualone
Opiates
6MAN- if indicated

Codeine – if indicated
Benzodiazepenes
Cocaine
Phencyclidine (PCP)
Methadone
Propoxyphene

5. Cashiers, Lot Checkers, Traffic/Valet Attendants, Administrative/Revenue Clerical shall possess a high school diploma or a general high school equivalency diploma.
6. Regional Manager, General Manager, Parking Operations Manager, All Supervisors, Human Resource – Training Manager, shall possess a minimum of 60 degrees of college credits; or be qualified as a Certified Parking Facility Manager by the National Parking Association; or be qualified as a Certified Administrator of Public Parking by The International Parking Institute; and possess a valid New York or New Jersey Driver's License. All such qualification must be obtained and presented to the Port Authority within six(6) months upon commencement of the Contract.

Upon the Commencement Date of the Contract and at any time during the period of the Contract, the Contractor shall furnish the Manager at no expense to The Port Authority, information concerning the requirements and qualifications of the Contractor's personnel as listed above and shall submit evidence substantiating said qualifications and requirements to the satisfaction of the Airport Manager.

Section 31. TRAINING PROVIDED BY THE CONTRACTOR

All new personnel supplied by the Contractor shall, prior to and throughout the term of this Agreement, receive the initial training as herein defined below to the satisfaction of the Port Authority, designed to enable them to perform the functions demanded. If any of such personnel do not perform the services to be furnished hereunder in a manner satisfactory to the Port Authority, the Contractor shall immediately remove any such personnel and replace them with personnel who can and shall perform satisfactorily.

Initial and recurrent training for all employees shall be mandatory. Initial and recurrent training shall be the sole cost and responsibility of the Contractor. The Contractor will be responsible for all training materials including but not limited to, manuals, slides and videos, and for conducting all training. The initial training Program shall be at least five (5) working days in duration for cashiers; at least six (6) working days for Supervisors and at least three (3) working days for Valet/Traffic Lane Attendants/Lot Checkers. The training will require the preparation of both an instructor and participant's training manual. The content of the initial and recurrent training shall be developed by the Contractor subject to the prior and continuing approval of the Airport Manager or designee and shall include but not be limited to the following:

- (a) Cashier Procedure Training.
- (b) Understanding, Meeting and Exceeding the Customer's needs, incorporating all relevant provisions of the Port Authority's Airport Standards manual.

- (c) **Geographic Orientation, Indoctrination and Administration.**
- (d) **Airport Operations - Familiarization with the services provided at the Airports, Airline locations, Ground transportation services.**
- (f) **Facility Communications:**
 - (ii) **Professional Telephone conduct**
 - (iii) **Airport Terminology - Phonetic Alphabet**
 - (iv) **Effective and Appropriate Oral and Interpersonal Communications**
 - (v) **Handling Customer Complaints**
- (f) **Understanding the needs and concerns of handicapped customers and how to address these needs.**
- (g) **Duties and Reporting Relationships**
- (h) **Post Identification and Work Schedules**
- (i) **Familiarization of Forms - (as applicable) Completion of an appropriate tour report**
- (j) **Appropriate Ethics and Conduct**
- (k) **Professional Appearance Standards**
- (l) **Appropriate Emergency Contacts**
- (m) **In-service and Refresher Training**
- (n) **Traffic Safety**

In addition, all Supervisors will be required to complete a supervisory skills course. This/her course - will cover the following topics:

- (a) **Leading and motivating employees**
- (b) **Effective discipline**
- (c) **Maintaining a safe work environment**
- (d) **Conflict resolution**
- (e) **Incident reporting and proper log entries**

- (f) Radio communications
- (g) Managing a diverse workforce

Section 32. EMPLOYEE RETENTION AND TURNOVER

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

Section 33. QUALITY ASSURANCE

(a) Employee Files

The Contractor will be required to maintain files on each employee. These files must be kept at the Space and will document the employee's qualifications and any other information relative to their performance under this Contract. All of the above material shall be retained by and become the property of the Port Authority.

(b) Discipline Program

The Contractor shall develop and implement a progressive disciplinary program subject to the approval of the Port Authority within thirty (30) days of the Commencement Date.

(c) Customer Service Enhancement Programs

The Contractor is required to ensure that all services provided hereunder are performed with an emphasis on courteous, positive and effective customer service. This requires the Contractor to maintain a stable workforce whose knowledge of customer service duties grows with experience and tenure, and a workforce which is rewarded monetarily through incentives, bonuses and wage increases. The Contractor agrees to develop, implement and maintain throughout the term of this Contract, and during the Option Periods if any, an Employee Recognition and Incentive Program, which shall be developed, maintained, and amended, from time to time as may be required, by the Contractor with the approval of the Airport Manager. The program shall include, but not be limited to, designating recognition and incentive categories, the type, amount and frequency of awards, criteria and eligibility requirements, approval and distribution procedures and other means of recognizing and rewarding employees who provide superior service to customers and who otherwise improve customer service and employee attitudes toward customers under this Contract. The Contractor shall commit the established program to writing and shall be required to provide documentation as required and approved by the Airport Manager or his/her designee.

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

- Customer service issues and resolutions over the past three months.
- Innovative ideas for new customer initiatives.
- Pricing recommendations, including "back – up" analysis to include:
 - 1) a study of the duration of car stays in each public parking lot;
 - 2) where necessary, or preferable, rate options for the Authority to examine;
 - 3) an estimate of the impact of any proposed change;
 - 4) a listing of parking rates at other airports or locations used in analysis, including the parking rates for the airport's off-airport competitors.
 - 5) Staffing schedule recommendations;
 - 6) Facilities condition reports and improvements and repairs;
 - 7) Any other recommendations for further enhancing of service.

(d) Management Incentive Programs

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

- (i) A summary setting forth the specific program the Contractor wishes to implement, including, without limitation, the creation, development, delivery, installation, and implementation thereof;
- (ii) The technology involved in bringing the program to fruition;
- (iii) The timetable for implementation;
- (iv) The annual quantifiable cost savings (hereinafter "Projected Cost Savings") anticipated during the first year of implementation of the program; and
- (v) Any other relevant information including all materials, supplies, devices, equipment, tools, services and products required to develop, implement and execute the program.

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

- (i) Accept the Proposal; or
- (ii) Accept the Proposal subject to revisions agreed upon by the Port Authority and the Contractor; or

(iii) Reject the Proposal in its entirety.

The Port Authority may, but shall not be obliged to, provide any reason(s) for the rejection of a Proposal.

(B) Upon acceptance of the Proposal by the Port Authority under subparagraphs (i) or (ii) in paragraph (b) of this/her Section, the Contractor shall immediately proceed to develop and implement the program within the time period originally specified in its notice to the Port Authority. The Contractor shall not make any revisions to the Proposal without the prior written approval of the Port Authority.

(C) All materials, supplies, equipment, tools, technologies and products purchased by the Contractor in support of the Proposal accepted by the Port Authority shall become and remain the property of the Port Authority.

(D) In the event that the Port Authority rejects the Proposal in its entirety pursuant to subparagraph (b) (iii) above, the Contractor hereby understands and agrees that all costs expended by the Contractor and in any way associated with its presentation of the Proposal to the Port Authority shall be borne solely by the Contractor.

(E) On the tenth day of the first full month following implementation of a Proposal finally accepted by the Port Authority, and during each month during the first year of operation of the program, the Contractor shall submit to the Port Authority a statement setting forth the costs incurred by the Contractor in the base period, as hereinafter defined, and the costs incurred by the Contractor in the preceding month. The difference between such costs shall represent the cost savings derived from the implementation of the Proposal. On the tenth day of the month following the end of the twelfth month during which the program is in operation, the Contractor shall submit to the Port Authority a certified statement setting forth the monthly breakdown for the entire twelve month period showing the costs saved by the Contractor after program implementation, together with such other detailed information the Port Authority may request. Within thirty (30) days of receipt of such certified statement, the Port Authority will pay to the Contractor fifty (50%) of the amount derived by subtracting the costs saved by the Contractor after program implementation from the costs incurred during the base period, subject to adjustments provided in the Contract, as herein amended.

(F) Without in anyway limiting the foregoing, the Port Authority may work jointly with the Contractor in identifying further means to improve the operation under the Contract and reduce costs. In such event, the Contractor shall be responsible to develop any such Proposal and submit the same to the Port Authority for further consideration and review all in accordance with paragraph (a) above. If, after such review of the Proposal by the Port Authority, the Port Authority rejects the Proposal, the Port Authority shall reimburse the Contractor for all necessary costs incurred in the development of the Proposal.

(G) As used herein "base period" shall mean the thirty or thirty-one day monthly period immediately preceding the implementation of the Proposal.

(e) Complaints, Refunds and Suggestions

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

(f) Credit Card Program

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

Section 34. Uniforms

- (a) The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Lane Cashiers, Valet/Traffic Attendants, Field/Office Supervisors and Lot Checkers at the Airport. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. At the expiration or earlier termination of the Contract, the uniforms shall be and become the sole property of the Port Authority. A Port Authority patch shall be affixed to each shirt, vest, jacket, blazer or outer garment as directed by the Port Authority. The Contractor's personnel shall not wear any insignia, badges, buttons, patches or embroidered emblems or letters, which identifies the Contractor's company or corporate name. The basic uniform will also include foul weather and winter gear. The Contractor shall supply its personnel, at no cost to the Port Authority, with related uniform equipment as specified herein.
- (b) The Contractor shall be responsible for ensuring that its employees at all times wear their required uniform and appropriate shoes and it shall cause its employees to change to freshly cleaned and pressed uniforms at least once every other day. Uniforms shall be supplied in the minimum quantities indicated in Paragraph "e" of this Section.
- (c) The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. The Port Authority shall supply such insignia to the Contractor. All such insignia must be returned to the Port Authority at the termination of the Contract. The

Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.

(d) The Contractor shall provide and its employees shall wear, carry or display as required by the Manager, a badge, number or some other appropriate means of picture identification, which shall be subject to the prior and continuing consent of the Port Authority in writing. None of the costs of such badges, means of identification and uniforms (or replacements hereof) shall be reimbursed to the Contractor.

(e) Each Traffic Attendant, Valet Attendant, Lane Cashier and Lot Checker uniform shall consist of the following:

- (12) Twelve shirts - six (6) winter long sleeve and six (6) summer short sleeve
- (1) One belt
- (6) Six pairs of slacks or skirts or combination thereof – summer weight (3 pairs)
winter weight (3 pairs)
- (2) Two pair winter gloves – black (Traffic/Valet Attendants & Lot Checkers)
- (2) Ties (safety)/scarves/tulips
- (2) One hat winter/one hat summer
- (1) One pair shoes – black (safety – annual replacement for Cashiers, bi-annual for others)
- (1) Safety Vest and Wand – Traffic Attendants
- (1) One raincoat – Traffic Attendants, Valet Attendants, and Lot Checkers
- (1) Winter ear protector - Traffic Attendants, Valet Attendants, and Lot Checkers
- (1) One winter parka
- (2) Two sweaters

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

(f) In addition to items set forth in paragraph (e) above each Valet/Field/Office Supervisor and Field/Office Supervisor – in - Charge uniform issue shall consist of the following:

- (1) One raincoat with hat protector
 - (2) Two dress blazers – summer/winter weight
- Females are permitted to wear either skirts or slacks while on duty.

(g) If the Contractor is unable to provide its employees with uniforms as specified above for a period of up to forty-five (45) days after the commencement of the Contract, the Contractor, shall not be deemed in default hereunder provided, however, that all employees during said period shall be properly and uniformly dressed in a style and color uniform utilized regularly by the Contractor and subject to the prior approval of the Airport Manager. Effective forty-five (45) days after the commencement of the Contract, Paragraph "(h)" of this Section 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.

(h) Without limiting any other terms or provisions of the Contract, failure of the Contractor to provide that each Valet Attendant, Lane Cashier, Traffic Attendant, Lot Checker, Field/Office Supervisor and Supervisor – in - Charge is suitably attired and outfitted will be deemed a breach of the Contractor's obligations hereunder. Employees will not be permitted to work their assigned tour

unless properly attired in accordance with the provisions of this Section and liquidated damages, as set forth in Section 9 will be applied.

Section 35. RADIO EQUIPMENT

- (a) The Contractor shall furnish at its sole cost and expense for use by Supervisors or others performing services under this Contract, and maintain in good repair and operating condition, portable two-way radio voice communications equipment including antennas, power supplies, batteries and other equipment associated therewith capable of adequate communication throughout the Airport for all the above employees on duty on a single frequency, unless otherwise directed by the Port Authority. The Contractor shall obtain FCC (Federal Communications Commission) and all other licenses, permits or approvals (grants and options) as required to operate said equipment at the Airport and the Contractor shall immediately correct any conditions of interference affecting radio operations. As determined by the Port Authority, this equipment includes spare batteries, plus a contingency of radios above and beyond the current amount required. It shall be incumbent upon the Contractor that the aforesaid radio equipment to be supplied shall be suitable and compatible for operation on the Airport and must include a "tone pack" identifier. The Contractor will be responsible to ensure that maintenance or repair and replacement of all radios is such that all tours and posts will have a full complement. An inventory of radios and equipment must be submitted with the monthly invoice.

Airport	# Of Radios
Newark	50
Kennedy	60
LaGuardia	20

- (b) In the event the Contractor fails to repair or maintain all radio equipment, then in as much as the damage and loss to the Authority, including disruption of the operation of the service which will result from the lack of a sufficient number of radios to satisfactorily provide the service can not be calculated and will be incapable of determination in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced in the amount set forth in Section 9 per day for each radio that falls below the number established by each Airport as necessary for this service resulting from such misuse or lack of normal user care, said amount or amounts to be paid by the Contractor to the Port Authority or be deducted from any sums due in owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time in its sole discretion.
- (e) The Contractor shall only use such radio frequency in the manner and to the extent directed by the Port Authority so as to assure that the use of such frequency complies with any and all of the FCC requirements. The Port Authority shall have the right to physically observe the Contractor's use of the radio equipment.

Section 36. SPACE PROVIDED BY THE PORT AUTHORITY

- (a) The Port Authority will furnish to the Contractor, subject to space availability without charge, non-exclusive space at the Facility for office purposes, lavatory and washroom facilities for the

employees of the Contractor in connection with its performance of the Service under this Contract (said area hereafter called "the Space"). Space will also be provided to the Contractor by the Port Authority, subject to space availability, for the storage of the Contractor's equipment, materials and supplies used on the Facility also without charge to the Contractor. Said facilities and/or space shall be as designated by the Airport Manager and may be terminated and/or changed at any time, and from time to time at his/her discretion. The Contractor shall keep said Space at all times in a clean and orderly condition and appearance and shall repair any damage thereto caused by the Contractor or its employees. The Contractor must furnish office furniture, supplies, telephone equipment and telephone service for the Space. The Contractor shall pay directly to the supplier thereof for any charges with respect to the use of such phones. The Contractor acknowledges that it has examined the Space carefully and hereby accepts the same in its present condition.

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

- (b) The Port Authority shall have the right in its sole discretion from time to time upon twenty-four (24) hours notice to the Contractor, to furnish one (1) or more additional areas at the Airport to the Contractor for the purposes provided for in this Agreement, or to withdraw portions of the Space from such use, and to substitute different areas at the Airport for portions of the Space described herein or hereafter furnished. From and after any such notice, the additional or substituted area shall be deemed to be Space under this Agreement, and all the terms, provisions, covenants and conditions of this Agreement shall apply thereto, and the Contractor shall operate on the additional or substituted area or cease operations on the withdrawn area, as the case may be, all in accordance with such notice. The Port Authority shall have the right to substitute different building space at any time and from time to time for the storage, locker and office purposes stated above, and shall pay the expense of removal to such different building space. In the building space only, the Port Authority will provide by using existing facilities, electricity in reasonable quantities for lighting and the energizing of business machines, heating, to a reasonably comfortable temperature during business hours on business days from November to May, and air-conditioning, to the extent existing facilities area capable of supplying the same.
- (c) The Contractor acknowledges and agrees, that it has examined the Space carefully and hereby accepts the same in its present "as is" condition. The Contractor shall repair all damage to the Space and all damages to fixtures, improvements, and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Agreement or by any acts of omissions of the Contractor, its officers, agents, employees or representatives whether the damage occurs during the course of their employment by the Contractor or otherwise. None of the costs of such repairs shall be reimbursable by the Port Authority or included in expenses within the meaning of Section 3 of this Agreement.
- (d) The Port Authority by its officers, employees, and representatives shall have the right at all times to enter upon the facilities and Spaces provided to the Contractor for the purpose of the same, for

observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Port Authority shall have the right for its own benefit, or for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the facilities and Space and to enter upon the facilities and space at reasonable times to make such repairs, replacements, additions or additions as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood, that the foregoing shall not impose or be construed to impose upon the Port Authority any obligations to inspect construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so.

- (e) Upon the expiration or earlier termination or revocation of this Contract or upon the substitution of areas provided by the Port Authority pursuant to this Contract, the Contractor shall promptly vacate the facilities and Space and leave the same in the condition existing as of the commencement of the Contractor's occupancy or use thereof, reasonable wear and tear expected.
- (f) Except at the direction of the Port Authority, the Contractor shall not move vehicles in the Space or remove any vehicle from the Space.
- (g) The Contractor shall conduct all operations hereunder in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. The Port Authority shall have the right to object to the Contractor regarding the demeanor and conduct of the Contractor's employees, invitees and those doing business with it, whereupon the Contractor will take all steps necessary to remove the cause of the objections.
- (h) The Contractor shall adopt methods and procedures, and cause its employees to comply with the same, to keep the Space in a neat and orderly condition.
- (i) The Contractor shall observe and comply and execute the provisions of any and all present and future federal, state and municipal laws, rules, regulations, ordinances, orders and directions and all present and future Port Authority rules, regulations and standards which may from time to time during the effective period of this Agreement, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Space or the Airport, or for the safe and efficient operation of the Space or the Airport. The Port Authority agrees that except in cases of emergency it shall give notice to the Contractor of every rule and every regulation adopted by it, at least five (5) days before the Contractor shall be required to comply therewith.
- (j) The Contractor shall not do or permit to be done anything on the Space which may interfere with the effectiveness or accessibility of any sprinkler system, alarm system, fire hydrants and hoses installed or located in the Space or which may result in the creation of maintenance or a nuisance on or at the Airport.
- (k) The Contractor shall maintain all fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefore, regardless of the cause or condition necessitating any such repair or replacement. In addition to the repair obligation set forth in this Agreement, the Contractor shall

also be responsible for painting and performing such minor repairs, to the extent approved by the Port Authority, to be included in expenses as described in Section 3 of this Agreement. The Contractor shall be solely responsible for all costs and have sole responsibility for cleaning of the building space.

- (l) The Contractor shall immediately notify the Port Authority if any striping, relamping or snow removal is needed at the Space or if any portion (or all) of the Space or of the equipment, fixtures, fencing and paving is destroyed, damaged or in need of repair, without regard to the cause of such destruction, damage or need for repair.
- (m) The Contractor shall daily collect and remove rubbish and debris from all cashier booths for collection and disposal as directed by the Facility Airport Manager. Further, the Contractor shall remove snow and ice from the exit lanes to a distance of thirty (30) feet in each direction from the door of each cashier booth. None of the costs of performing the above operations shall be reimbursable to the Contractor, provided, however, the Port Authority will provide shovels and salt in connection with such operations. All garbage, debris, and other waste material (whether liquid or solid) arising out of or in connection with the Contractor's operations in the waste receptacles provided by the Port Authority for collection and removal by others. The Contractor shall not be permitted to throw, discharge or disposed into or upon any land area or waterway surrounding or bounding the Facility.
- (n) Except with the prior written approval of the Port Authority, or as specifically authorized or required hereunder, the Contractor shall not erect, maintain or display any signs, posters or advertising on or about the space or else where at the Airport, but if directed by the Port Authority, the Contractor shall erect, maintain and display such sign or signs as the Port Authority may from time to time require. In such circumstances, the cost of such signs shall be reimbursable expenses within the meaning of Section 3 of this Agreement. Interior signs affecting public safety and security shall be in accordance with established procedures and the approval of the Airport Manager.
- (o) The Contractor acknowledges that the Port Authority may enter into a contract with a third party contractor for the cleaning of the Space. The Contractor agrees to adopt such procedures as may be directed by the Port Authority to determine if the cleaning contractor is adequately performing its cleaning obligations and to such end the Contractor shall report to the Port Authority in the manner and at the times directed by the Port Authority regarding the cleaning contractor's performance under the cleaning contract. The Contractor understands and agrees that it will not be paid or reimbursed for performing services under this paragraph (o).

Section 37. CONSTRUCTION BY THE CONTRACTOR

The Contractor shall not perform any maintenance or repairs, nor erect any structures make any improvements or do any other construction work on the Space or elsewhere on the Airport, or alter, modify or make additions or repairs to or replacements of any existing structures or improvements, or install any fixtures (other than trade fixtures) removable without injury to the Space without the prior written approval of the Port Authority, or his/her designee. In the event any construction,

improvements, alterations, modifications, additions, repairs, or replacements are made without such approval, then upon notice so to do, the Contractor will remove the same, or at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Contractor to comply with such notice, the Port Authority may effect the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand. Furthermore, none of the cost of performing any such authorized work nor any reimbursement by the Contractor to the Port Authority for any changes in or removal thereof, shall be included in expenses as described in Section 3 of this Agreement.

Section 38. MAINTENANCE AND INSTALLATION OF SERVICE SYSTEMS

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

Section 39. CONSTRUCTION AND EXCAVATION WORK

- (a) Notwithstanding the undertaking by the Port Authority to furnish Space hereunder for the operations of the Contractor, if the Port Authority deems it necessary or advisable to enter upon any portion of the Space and for a temporary period to perform excavation, construction or other work thereon, in order to properly operate the Airport or any part thereof or to maintain the same or to provide for the security, thereof, the Contractor shall upon request relinquish to the Port Authority, for such temporary period such portion of the Space, and no interference with the operations of the Contractor pursuant to this Section shall be deemed a breach of this Agreement by the Port Authority.
- (b) Nothing contained in this Section or in Section 37 shall impose or shall be construed to impose upon the Port Authority any obligation so to maintain or to make repairs, replacements, alterations or additions, or to create any liability failure so to do.

Section 40. GOVERNMENTAL AND OTHER REQUIREMENTS

- (a) The Contractor shall procure all licenses, certificates, permits and other authorization from all governmental authorities, if any, having jurisdiction over the operations of the Contractor at the Airport which may be necessary for the conduct of its operations, and at the direction of the Port Authority the Contractor shall procure any of the same which would be applicable if the Contractor were acting for its own account and not as agent of the Port Authority.

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

Section 41. PROHIBITED ACTS

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

Section 42. CONTRACTOR'S REPRESENTATION

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

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

Section 43. MISCELLANEOUS

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

Section 44. DEFINITIONS

The following terms, when used in this Agreement, shall have the respective meanings given below.

Basic Lease

- (a) "Basic Lease" shall mean that agreement of lease respecting airports entered into by the City of New York with the Port Authority under date of April 17, 1947, recorded in the office of the Register of the City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, at pages 319 *et. seq.*, as the same has been and may be from time to time supplemented and amended.
- (b) "Basic Lease" shall also mean that agreement of lease respecting marine and air terminals entered into with the Port Authority by the City of Newark (New Jersey) under date of October 22, 1947 and recorded in the Office of the Register of the County of Essex on October 30, 1947, in Book E-110 of Deeds, on pages 242 *et. seq.*, the same has been or may be from time to time supplemented and amended.

Airport or Facility

- (a) "Airport" or "Facility" shall mean John F. Kennedy International Airport and LaGuardia Airport, which in turn shall mean the land and premises in the Borough and County of Queens, in the City and State of New York.

(b) "Airport" or "Facility" shall also mean Newark Liberty International Airport, which in turn shall mean land and premises in the County of Essex, in the Cities of Newark and Elizabeth and State of New Jersey, and annexed to the Basic Lease.

Airport Manager or Airport Manager

The term "Airport Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Airport Manager of Newark Liberty International Airport, LaGuardia Airport and/or John F. Kennedy International Airport at the time of this Agreement, his/her duly authorized representative.

Section 45. Entire Agreement

This Agreement consists of the following: Part I (Sections 1 through 45) Part II and Part III and Exhibits A, B, & C and Attachments. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

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

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

By Jane Ceterfo

Title Mgr. Purchasing Svcs. Div.

APPROVED:	
FORM	TERMS
<i>[Signature]</i>	<i>[Signature]</i>

*W
Law*

FIVE STAR PARKING

By [Signature]

Title Chief Executive Officer

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 stop 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

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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

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from

time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

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

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or

- objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
 - h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor.....

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks and copyrights, collectively hereinafter referred to as the "Intellectual Property Rights" in the performance of the work shall be obtained by the Contractor without separate or additional compensation. 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 Port Authority's use, in accordance with the immediately preceding statement, of any protected Intellectual Property Rights. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Port Authority 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 Port Authority with said injunction, to the satisfaction of the Port Authority.

31. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.
- b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

32. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

- i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

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ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

.....
iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

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

33. 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.

34. 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.

35. 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.

36. 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.

37. Non-Publication

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 of is in any way undesirable.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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 \$500,000, for:

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

46. Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting Business and Job Opportunity at (973) 565-5526 or (973) 565-5542 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

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.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

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

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

5. Conflict of Interest

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

6. Definitions

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

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

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

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

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating

officer of the Bidder by whatever titles known.

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

PART III
COST PROPOSAL FORMS

Cost Proposal Form
John F. Kennedy International Airport
Estimated Items
Years 1 to 3

<u>Job Title</u>	<u>Estimated Annual Hours</u>	X	<u>Hourly Charge*</u>	=	<u>Estimated Annual Charges</u>
A. Lane Cashier	170,200		\$20.4828		\$3,486,172.56
B. Traffic Attendant	78,624		\$18.2297		\$1,433,291.93
C. Lot Checker	16,000		\$20.0194		\$320,310.40
D. Office/Revenue – Clerical	32,032		\$23.1812		\$742,540.20
E. Field/Office Supervisor	72,800		\$24.1060		\$1,754,916.80
F. Field/Office Supervisor-in-Charge	10,600		\$28.1040		\$297,902.40

<u>Job Title</u>	<u>Monthly Charge Per Vehicle</u>	X	<u>Estimated Number of Vehicles</u>	X	<u># of Months</u>	=	<u>Estimated Annual Charge</u>
G. Cust. Svc. Van	\$2,354.36	x	4	x	12	=	\$113,009.28
4X4 Vehicle	\$2,323.20	x	5	x	12	=	\$139,392.00
Pick-up truck	\$2,510.17	x	1	x	12	=	\$30,122.04

**H. MANAGEMENT FEE:
PERSONNEL**

<u>Job Title</u>	<u>Monthly Charge</u>	X	<u># of Months</u>	<u>Quantity</u>	<u>Estimated Annual Charge</u>
General Manager	\$7,195.21	x	12	1	\$86,342.52
Operations Manager	\$6,522.93	x	12	1	\$78,275.16
Regional Manager	\$5,030.30	x	12	0.4	\$60,363.60
Human Resources/Trainer Manager	\$3,289.37	x	12	0.4	\$39,472.44

I ESTIMATED ANNUAL OFFICE EXPENSE & PROFIT \$949,501.23

J. Total Estimated Annual Contract Charge JFK (Sum of Items A, B, C, D, E, F, G, H, & I) \$9,531,612.56

K. Total Estimated Three (3) Year Contract Charge JFK (Item J. Times 3 Years) \$28,594,837.68

***PLEASE NOTE –** Except as provided in Section 3 of Appendix B to the original RFP, no direct reimbursement is provided in the Contract for, among other things, payments made by the Contractor for forms, reports, analysis, ordinary office supplies, and for such items as office equipment, computers, cellular phones or beepers. Accordingly, you should consider these costs in determining your Management Fee.

The quantities set forth in the Cost Proposal Form 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 will propose a management fee figure, which will include a Regional and Resident Managers, administrative support, office supplies, equipment and overhead, and profit margin.

Cost Proposal Form
Newark Liberty International Airport
Estimated Items
Years 1 to 3

<u>Job Title</u>	<u>Estimated Annual Hours</u>	X	<u>Hourly Charge*</u>	=	<u>Estimated Annual Charges</u>
A. Lane Cashier	170,875		\$22.2958		\$3,809,794.83
B. Traffic Attendant/Valet Attendant	95,350		\$19.7821		\$1,886,233.24
C. Lot Checker	25,350		\$22.0633		\$559,304.66
D. Office/Revenue – Clerical	55,000		\$23.7035		\$1,303,692.50
E. Field/Office Supervisor	90,350		\$26.5219		\$2,396,253.67
F. Field/Office Supervisor-in-Charge	20,000		\$31.4305		\$628,610.00

<u>Job Title</u>	<u>Monthly Charge Per Vehicle</u>	X	<u>Estimated Number of Vehicles</u>	X	<u># of Months</u>	=	<u>Estimated Annual Charge</u>
G. Cust. Svc. Van	\$2,289.90	x	7	x	12	=	\$192,351.60
4X4 Vehicle	\$2,258.73	x	3	x	12	=	\$81,314.28
Pick-up truck	\$2,445.71	x	3	x	12	=	\$88,045.56

**H. MANAGEMENT FEE:
PERSONNEL**

<u>Job Title</u>	<u>Monthly Charge</u>	X	<u># of Months</u>	<u>Quantity</u>	<u>Estimated Annual Charge</u>
General Manager	\$9,405.32	x	12	1	\$112,863.84
Operations Manager	\$6,361.83	x	12	1	\$76,341.96
Regional Manager	\$5,030.30	x	12	0.4	\$60,363.60
Human Resources/Trainer Manager	\$3,289.37	x	12	0.4	\$39,472.44

I. ESTIMATED ANNUAL OFFICE EXPENSE & PROFIT = \$1,192,145.36

J. Total Estimated Annual Contract Charge -EWR (A+B+C+D+E+F+G+H+I) \$12,426,777.52

K. Total Estimated Three (3) Year Contract Charge EWR (Item K. Times 3 Years) \$37,280,332.56

***PLEASE NOTE** – Except as provided in Section 3 of Appendix B to the original RFP, no direct reimbursement is provided in the Contract for, among other things, payments made by the Contractor for forms, reports, analysis, ordinary office supplies, and for such items as office equipment, computers, cellular phones or beepers. Accordingly, you should consider these costs in determining your Management Fee.

The quantities set forth in the Cost Proposal Form 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 will propose a management fee figure, which will include a Regional and Resident Managers, administrative support, office supplies, equipment and overhead, and profit margin.

Cost Proposal Form
LaGuardia Airport
Estimated Items
Years 1 to 3

Job Title	Estimated Annual Hours	X	Hourly Charge*	=	Estimated Annual Charges
A. Lane Cashier	100,000		\$20.8923		\$2,089,230.00
B. Traffic Attendant	70,000		\$18.7803		\$1,314,621.00
C. Lot Checker	9,000		\$19.9154		\$179,238.60
D. Office/Revenue – Clerical	19,000		\$22.7565		\$432,373.50
E. Field/Office Supervisor	45,000		\$23.7392		\$1,068,264.00
F. Field/Office Supervisor-in-Charge	8,900		\$28.2394		\$251,330.66

Job Title	Monthly Charge Per Vehicle	X	Estimated Number of Vehicles	X	# of Months	=	Estimated Annual Charge
G. Cust. Svc. Van	\$2,354.36	x	3	x	12	=	\$84,756.96
4X4 Vehicle	\$2,323.20	x	3	x	12	=	\$83,635.20
Pick-up truck	\$2,510.17	x	1	x	12	=	\$30,122.04

**H. MANAGEMENT FEE:
PERSONNEL**

Job Title	Monthly Charge	X	# of Months	Quantity	Estimated Annual Charge
General Manager	\$7,060.75	x	12	1	\$84,729.00
Operations Manager	\$5,769.97	x	12	1	\$69,239.64
Regional Manager	\$2,515.16	x	12	0.2	\$30,181.80
Human Resources/Trainer	1,644.68	x	12	0.2	\$19,736.16

I. ESTIMATED ANNUAL OFFICE EXPENSE & PROFIT \$544,864.88

J. Total Estimated Annual Contract Charge LGA (A+B+C+D+E+F+G+H+I) \$6,282,323.44

K. Total Estimated Three (3) Year Contract Charge LGA (Item K. Times 3 Years) \$18,846,970.32

***PLEASE NOTE** – Except as provided in Section 3 of Appendix B to the original RFP, no direct reimbursement is provided in the Contract for, among other things, payments made by the Contractor for forms, reports, analysis, ordinary office supplies, and for such items as office equipment, computers, cellular phones or beepers Accordingly, you should consider these costs in determining your Management Fee.

The quantities set forth in the Cost Proposal Form 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 will propose a management fee figure, which will include a Regional and Resident Managers, administrative support, office supplies, equipment and overhead, and profit margin.

Cost Proposal Form
Summary

K. Estimated Three Year Contract Costs JFK = \$28,594,837.68
(Item K. of JFK Cost Proposal Form)

L. Estimated Three Year Contract Costs EWR = \$18,846,970.32
(Item K. of EWR Cost Proposal Form)

M. Estimated Three Year Contract Costs LGA = \$37,280,332.56
(Item K. of LGA Cost Proposal Form)

N. Estimated Three Year Third Party Extra Work All Airports:

3 Year Third Party Extra Work <u>all Airports</u>	Proposers <u>% Markup</u>	Total 3 Year <u>Estimated \$ Markup</u>	=	\$25,000.00	+	\$500,000.00	=	\$525,000.00
\$500,000.00 x	5%							

Total Estimated Three Year Contract Costs = \$85,247,140.56
(Sum of Items K, L, M & N above)

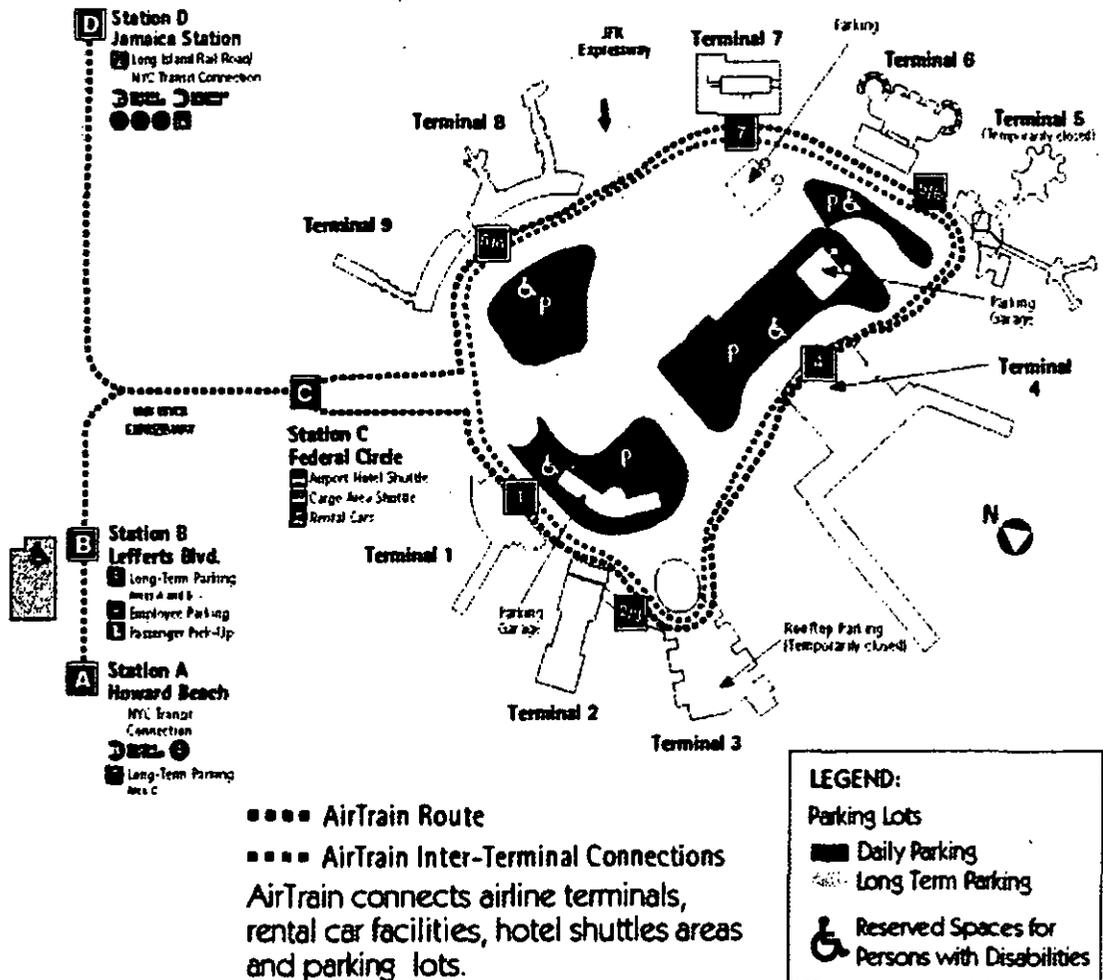
EXHIBIT A

**PHYSICAL ATTRIBUTES OF PARKING FACILITIES,
STATISTICS AND STAFFING**

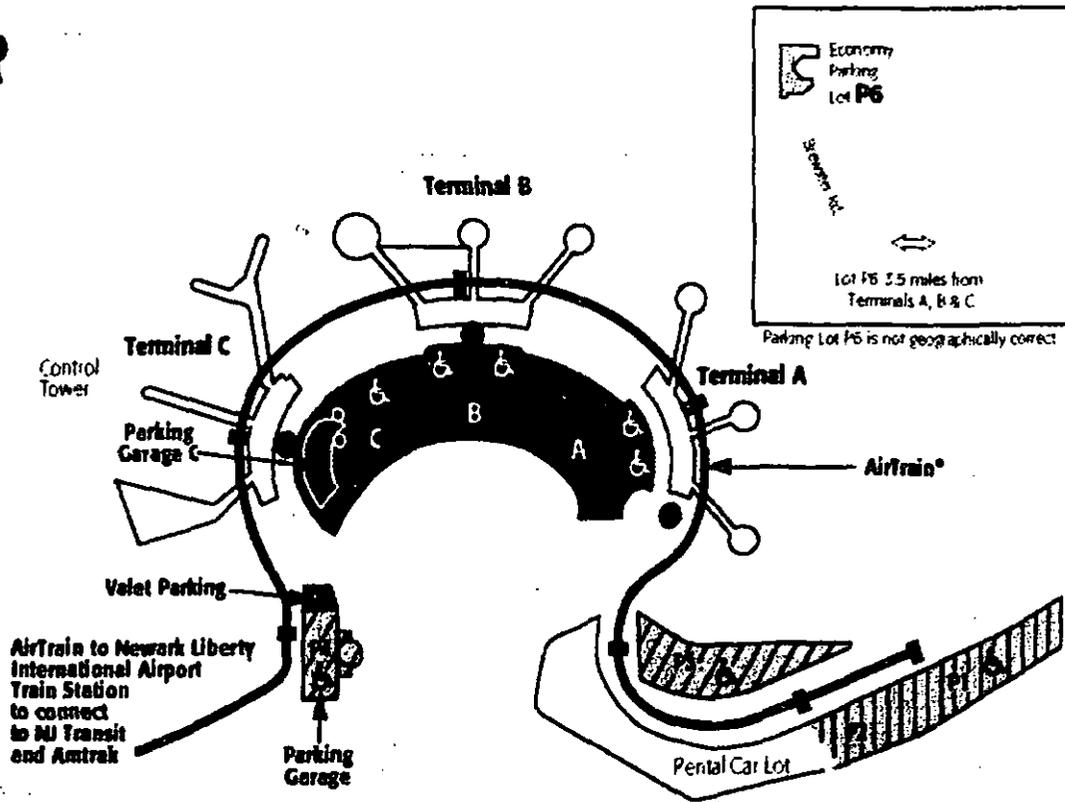
Exhibit A

Physical Attributes of Parking Facilities, Statistics, Staffing

JFK



EWR



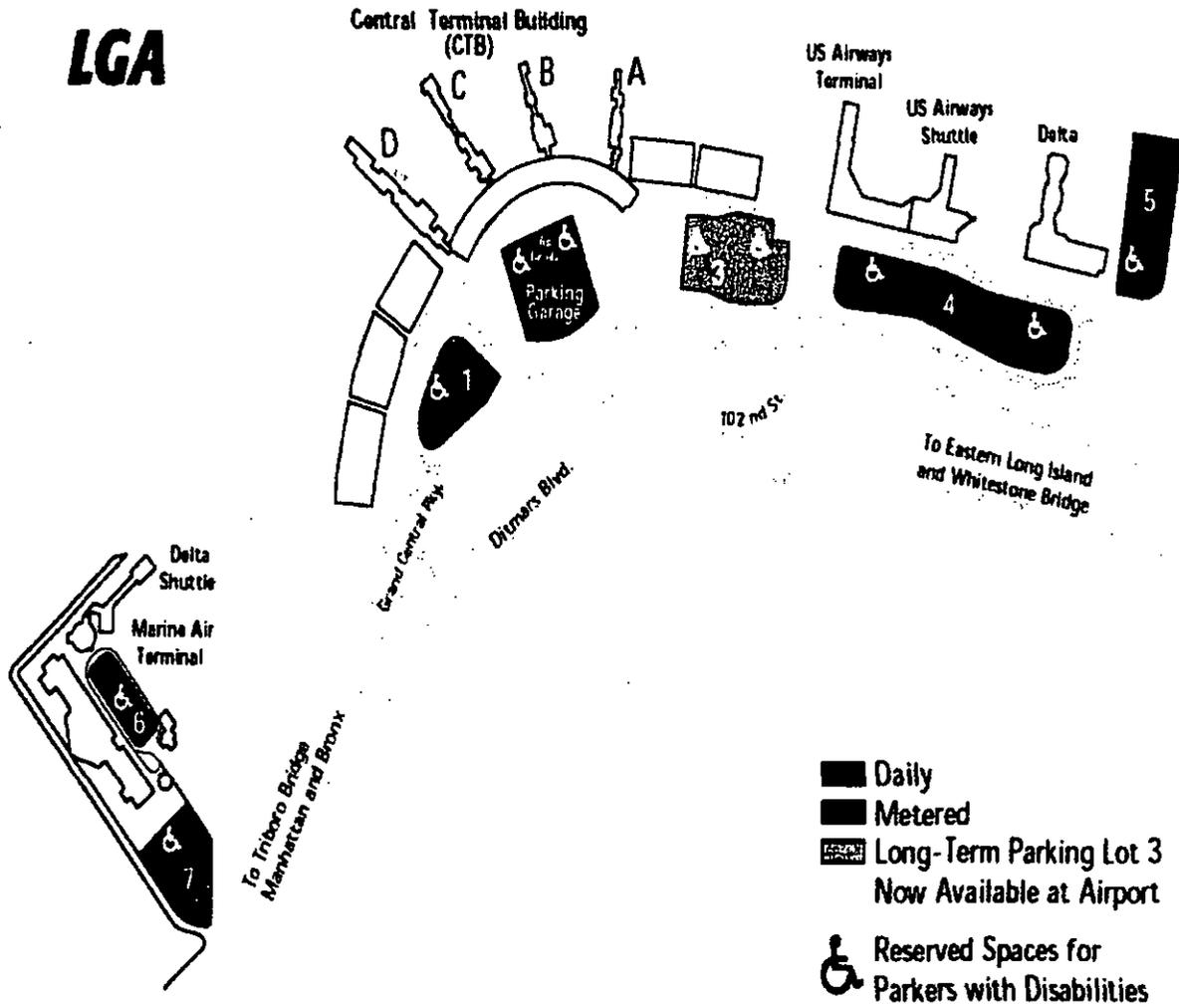
- Pick up Free Buses between Economy Long-Term Lot P6, Terminal A and Terminals B & C on lowest level frontage.
- * Use AirTrain to P1, P3 & P4. Free courtesy vehicles are available to take you from your car to AirTrain Stations P1 & P3.

LEGEND:

- Parking Lots
- Valet Parking
- Short Term
- Daily Parking
- Economy/Long-Term Parking

- Reserved Spaces for Persons with Disabilities
- AirTrain Station

LGA



REPORT PARKING
ACTIVITY FOR 2003
Change (+/-) from 2002

	JFK Total	Cash	Credit	E-ZPass	EWB Total	Cash	Credit	LGA Total	Cash	Credit	TOTAL Total	Cash	Credit	E-ZPass
TRANSACTIONS	2.5%	69%	31%		13.2%	25%	75%	12.9%	63%	37%	9.9%	39%	61%	
All PRM's Total	89,322	61,850	27,472		735,146	183,320	551,826	326,777	207,081	119,696	1,151,245	452,251	698,994	
Cash	97.5%	95%	5%		12.2%	43%	57%	87.1%	83%	17%	54.5%	85%	15%	
Credit Cards	3,478,318	3,305,539	164,157		678,198	289,010	390,188	2,215,284	1,831,779	383,515	6,370,808	5,426,328	937,858	
All Lanes Total			0%	6,822	73.4%	92%	8%				35.0%	82%	8%	6,822
Cash			n/a		4,095,624	3,754,373	341,251				4,095,624	3,754,373	341,251	0%
E-ZPass Plus					1.3%	11%	89%				0.6%	11%	89%	0
Credit Cards					69,833	7,552	62,281				69,833	7,552	62,281	
At CTA Total														
Cash														
Credit Cards														

REVENUES

	JFK Total	Cash	Credit	E-ZPass	EWB Total	Cash	Credit	LGA Total	Cash	Credit	TOTAL Total	Cash	Credit	E-ZPass
Total Transactions	4,483,072	94%	5%	0%	6,484,068	76%	24%	2,935,989	80%	20%	13,883,127	82%	17%	6,822
Total Paid Transactions	3,565,841	3,367,390	191,629	6,822	5,579,802	4,234,256	1,345,546	2,542,072	2,036,861	503,211	11,687,513	9,640,508	2,040,385	
Cash	-4.9%	-6.4%	+24.7%	n/a	-13.3%	-15.4%	-2.4%	-2.1%	-11.3%	-1.4%	-9.9%	-11.5%	+1.2%	
Credit Cards														
E-ZPass Plus														
Non-Rev	402,951	9%			341,514	5%	0	215,507	7%	0	959,972	7%		
Complimentary	514,480	11%			542,752	8%	0	178,410	6%	0	1,235,642	9%		

John F. Kennedy International Airport

Current Required Schedule Hours By Job Classification/Lot

Supervisor-In-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Office	24	24	24	24	24	24	24	168	8,736
- Field	0	0	8	8	0	0	16	32	1,664
- Employee Sales Office	8	8	8	8	8	0	0	40	2,080
Sub-Total	32	32	40	40	32	24	40	240	12,480

Supervisors	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Office	48	48	48	48	48	48	48	336	17,472
- Field	64	64	64	64	64	72	72	464	24,128
- LPI	8	8	8	8	8	0	0	40	2,080
- Green Plazas	16	16	16	16	16	16	16	112	5,824
- Blue Plaza	16	16	16	16	16	16	16	112	5,824
- Red Plaza	16	16	16	16	16	16	16	112	5,824
- Yellow Plaza	8	8	8	8	8	8	8	56	2,912
- Orange Plaza	16	16	16	16	16	16	16	112	5,824
- Lot 9 Plaza	8	8	8	8	8	8	8	56	2,912
Sub-Total	200	1,400	72,800						

Office/Clerical	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Office	88	88	88	88	88	8	8	456	23,712
Office/Clerical	88	88	88	88	88	8	8	456	23,712

Lot Checkers/Utility	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Field	48	48	48	48	48	40	40	320	16,640
Sub-Total	48	48	48	48	48	40	40	320	16,640

Lane Cashiers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Green Plaza	108	108	108	108	108	108	108	756	39,312
- Blue Plaza	124	124	124	124	124	124	124	868	45,136
- Red Plaza	88	88	88	88	88	88	88	616	32,032
- Yellow Plaza	48	48	48	48	48	48	48	336	17,472

- Orange Lot	56	56	56	56	56	56	56	56	392	20,384
- Lot 9 Plaza	56	56	56	56	56	56	56	56	392	20,384
Sub-Total	480	3,360	174,720							

Traffic Attendants	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Green Plaza	72	72	72	72	72	72	72	504	26,208
- Blue Plaza	56	56	56	56	56	56	56	392	20,384
- Red Plaza	48	48	48	48	48	48	48	336	17,472
- Yellow Plaza	24	24	24	24	24	24	24	168	8,736
- Orange Plaza	16	16	16	16	16	16	16	112	5,824
Sub-Total	216	1,512	78,624						

Customer Service Drivers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Field	32	32	32	32	32	32	32	224	11,648
Sub-Total	32	224	11,648						

Grand Total	1,096	1,096	1,104	1,104	1,096	1,000	1,016	7,512	390,624
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Newark Liberty International Airport
Current Schedule Hours By Job Classification/Lot

Supervisor-In-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Office	24	24	24	24	24	24	24	168	8,736
- Field	16	16	16	16	16	16	16	112	5,824
- Employee Sales Office	8	8	8	8	8	0	0	40	2,080
- Construction/Utilities	8	8	8	8	8	0	0	40	2,080
Sub-Total	56	56	56	56	56	40	40	360	18,720

Supervisors	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Office	48	48	48	48	48	48	48	336	17,472
- Field	44	44	44	44	44	44	44	308	16,016
- LPI	8	8	8	8	8	8	8	56	2,912
- A-B-C Plazas	36	36	36	36	36	36	44	260	13,520
- P1-P3 Plaza	24	24	24	24	24	24	24	168	8,736
- P6 Plaza	24	24	24	32	40	32	32	208	10,816
- P4 Plaza/Garage	32	32	32	32	16	16	16	176	9,152
- Valet	24	24	24	24	24	24	24	168	8,736
- Audit/IT/PRCS	16	16	16	16	16	0	0	80	4,160
- Asst. Ops Mgr.	8	8	8	8	8	8	8	56	2,912
- Employee Lot (Lot F)	24	24	24	24	24	24	24	168	8,736
Sub-Total	288	288	288	296	288	264	272	1,984	103,168

Office/Clerical	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Office	160	160	160	160	160	0	0	800	41,600
Sub-Total	160	160	160	160	160	0	0	800	41,600

Lot Checkers/Utility	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Field	80	80	80	80	80	56	56	512	26,624
Sub-Total	80	80	80	80	80	56	56	512	26,624

Lane Cashiers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- A-B-C	228	228	228	228	228	228	252	1,620	84,240
- P1-P3	59	56	56	56	56	56	56	395	20,540
- P4	59	56	64	64	64	56	64	427	22,204
- P6	59	56	56	56	56	56	56	395	20,540
- Employee Lot (Lot F)	48	48	48	48	48	48	48	336	17,472
- Valet	40	40	40	40	40	24	24	248	12,896
Sub-Total	493	484	492	492	492	468	500	3,421	177,892

Traffic Attendants	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- A-B-C	64	64	64	64	64	56	72	448	23,296
- P4	0	24	24	0	0	0	0	48	2,496
- P6	24	24	24	48	72	60	24	276	14,352
Sub-Total	88	112	112	112	136	116	96	772	40,144

Valet Attendant	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
- Field	112	112	112	112	112	96	96	752	39,104
Sub-Total	112	112	112	112	112	96	96	752	39,104

Grand Total	1,277	1,292	1,300	1,308	1,324	1,040	1,060	8,601	447,252
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LaGuardia Airport
Current Schedule Hours By Job Classification/Lot

Supervisor-In-Charge	Monda		Tuesday		Wednesda		Thursda		Frida		Saturda		Sunday	Weekly	Annually
	Y		Y		Y		Y		Y		Y				
- Office	16		24		24		24		8		8		16	120	6,240
- Employee Sales Office	8		8		8		8		8		0		0	40	2,080
Sub-Total	24		32		32		32		16		8		16	160	8,320

Supervisor	Monda		Tuesday		Wednesda		Thursda		Frida		Saturda		Sunday	Weekly	Annually
	Y		Y		Y		Y		Y		Y				
- Office	48		40		56		56		56		56		48	360	18,720
- Field/Roadside Service	64		64		56		56		64		64		72	440	22,880
- LPI	8		8		8		8		8		0		0	40	2,080
Sub-Total	120		112		120		120		128		120		120	840	43,680

Office/Clerical	Monda		Tuesday		Wednesda		Thursda		Frida		Saturda		Sunday	Weekly	Annually
	Y		Y		Y		Y		Y		Y				
- Office	40		40		40		48		48		16		8	240	12,480
Sub-Total	40		40		40		48		48		16		8	240	12,480

Lot Checkers/Utility	Monda		Tuesday		Wednesda		Thursda		Frida		Saturda		Sunday	Weekly	Annually
	Y		Y		Y		Y		Y		Y				
- Field	24		24		24		24		24		24		24	168	8,736
Sub-Total	24		24	168	8,736										

Lane Cashiers	Monda		Tuesday		Wednesda		Thursda		Frida		Saturda		Sunday	Weekly	Annually
	Y		Y		Y		Y		Y		Y				
- Lot 1	24		24		24		24		24		24		24	168	8,736
- Lot 2	74		74		74		74		74		72		74	516	26,832
- Lot 3	24		24		24		24		24		24		24	168	8,736

EXHIBIT B
VEHICLES SPECIFICATIONS

Exhibit B (Page 1 of 2)

VEHICLE SPECIFICATIONS

1. Specifications for Pick-UP Trucks (*minimum* requirements):

1. Extended Cab/Long Box 4X4
2. Heat and Air conditioning
3. Five-speed auto transmission
4. Four-wheel antilock disc brakes
5. Rear folding seat
6. Vortec 6000 V8 engine
7. Exterior color – manufacturer's standard white
8. Interior color – manufacturer's standard grey
9. 145 amp alternator
10. External transmission oil cooler
11. Differential locking, heavy duty, rear
12. Skid Plate Package
13. Suspension Package
14. Standard Radio
15. Manufacturer's standard wheels and tires

Specifications for (4x4) (*minimum* factory installed mechanical features and/or ratings):

1. 3.0L DOHC V-6 gasoline engine
2. 4-speed automatic transmission w/OD
3. Full-time four wheel drive
4. Power R&P steering w/tilt wheel
5. Power 4-wheel ABS brakes, front disc/rear drum
6. New York/California emissions system
7. Driver & front passenger air bags
8. Largest available factory installed alternator w/voltage regulator to match
9. H/D factory installed battery - max CCA rating
10. H/D suspension - shocks and sway bar
11. Manufacturer's standard wheels and wheel covers
12. (5) P225/70R15 BSW all-season tires
13. Standard heating/air conditioning
14. Standard tinted glass - all
15. Inside rear view mirror shall be day/night non-glare
16. Outside mirrors shall be power dual remote - left and right
17. Halogen headlights
18. Windshield wipers/washers -- front intermittent, rear 2-speed
19. Manufacturer's standard radio
20. Manufacturer's standard cloth/vinyl seats - buckets front w/folflat rear bench
21. Cab roof shall have a full length/width liner
22. Manufacturer's standard cab flooring – color coordinated

Exhibit B (Page 2 of 2)

23. Power door locks and power windows w/driver one-touch-down
 24. Remote keyless entry w/(2) transmitters
 25. Securilock passive anti-theft system w/immobilizer
 26. Manufacturer's standard rear doors w/rear defogger
 27. Body side-protecting molding
 28. Exterior color - bright white
 29. Interior color - manufacturer's standard grey
 30. Keys - three sets, single key locking all locks - individual vehicle
 31. Minimum ½ tank fuel at delivery (units with low fuel will be rejected)
 32. No dealer advertising or logos of any kind
- All other equipment not specifically mentioned but included by the manufacturer

3. Specifications for Customer Service Vehicles – vans (minimum requirements):

1. Two or Four Wheel Drive
2. Engine Minimum 6 cylinder or 8 cylinder
3. Transmission-3 or 4 speed automatic
4. Steering -Power assisted
5. Power Brakes
6. Fuel Tank-approximately 20 gallons
7. Tires-All weather blackwall, steel belted radial, including spare
8. Windshield Wipers and Washer
9. Rear Window Defogger
10. Tinted Glass
11. Heat/Air Conditioning
13. Fire Extinguisher
14. Must be equipped for New York Emission Standards
16. Seating for driver and six (6) occupants-
17. Vehicles are to be painted white and prominently marked as directed by the Manager with the legend "Customer Service Program" in 6" black lettering, sequentially numbered.

EXHIBIT C

AIRPORT PERFORMANCE MANAGEMENT PROGRAM

EXHIBIT C

AIRPORT PERFORMANCE MANAGEMENT PROGRAM

The Port Authority has established a policy that proactive, responsive, respectful and helpful customer service is of the utmost importance. This policy not only extends to all Port Authority employees and contractors, but also includes the companies (airport partners) whose staffs contact customers while providing services at the airports. Many of the employees providing the services under this Agreement are involved directly with the Airport's customers. The demeanor and attitude of the Contractor's employees, including supervisory staff, will leave customers with a lasting impression of the Airports. The Authority is interested in evaluating proposals from contractors willing to rise to the challenge of providing the services as described herein, in a manner befitting world class airports, as further described in the Request For Proposals and Form of Contract, and to become an important member of the Airport community, dedicated to meeting and exceeding the needs of the Airport's customers.

The Port Authority conducted ongoing customer satisfaction surveys that identified Courtesy *, Professionalism, and Security Awareness of Airport Employees, Signs and Directions, Facility Cleanliness and Condition, Quality and Variety of Food, Beverage and Retail Services, Gate Area Experience, Shorter Queuing Times and Airport Access as the current drivers of customer satisfaction, and that improvements in those areas would maximize any efforts in exceeding customers' expectations. At its sole expense, the Port Authority currently retains independent third party contractors to conduct a quality assurance program of random surveys and inspections to measure performance consisting of, among other things, the "Mystery Shopper Program", the "Annual Terminal-by-Terminal Inspection Program" and the "Annual Terminal-by-Terminal Survey Program", hereinafter referred to as the "Programs". The Programs elicit information on staff courtesy * and helpfulness, cleanliness and condition of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport 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.

At any time, the Authority may itself, or through its contractors or agents, perform surveys and inspections to measure the performance of the contractor as related to staff courtesy and helpfulness, cleanliness and condition of the facilities and equipment, staff appearance or any other standard as defined in the "Airport Standards Manual" attached hereto and hereby made a part thereof.

In order to ensure that contractors provide excellent performance and superior customer service, the Proposer must clearly demonstrate to the satisfaction of the Port Authority, that it will not only meet but exceed expectations with respect to performance under this Contract in accordance with the following:

* Courtesy as used in this section shall encompass employee attitude, employee appearance and employee knowledge.

A. Airport Standards Manual

The Port Authority is committed to an aggressive, on-going service improvement campaign to ensure that airport facilities are designed and maintained to provide a convenient and user friendly environment and that airport employees, regardless of who they work for, provide superior levels of service that consistently exceed customer expectations. With input from its airport partners, the Port Authority has adopted the Airport Standards Manual that identifies the aspects of airport services that impact customer satisfaction and provides the means by which the services provided can be measured and tracked. 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 Airport Standards Manual. In the event of a conflict between the express specifications of this Contract and the standards referenced in the Airport Standards Manual, the specifications shall prevail.

B. Contractor "Total Quality Service" Commitment

Establishing and maintaining excellence in quality service begins long before the front-line staff ever come in contact with customers. It begins with a genuine commitment on the part of management to foster a Total Quality Service Culture by making our airports a safe and convenient place to be for our customers, partners and airport employees and improving and maintaining customer satisfaction with the airport experience.

Long-term changes in airport culture happen as a result of step-by-step changes and day-to-day learning. In order for permanent change to occur, an integrated structure must be designed to foster and support the skills learned by management and staff in any training programs they attend.

It is expected that all organizations entering into a service agreement with the Port Authority will be able to demonstrate a "Total Quality Service Culture" through their ability to incorporate and maintain that the overall Port Authority goals and methods will be assured throughout the term of the contract. One of the key goals of the Port Authority is to demonstrate the value of customer service orientation throughout the entire Airport operation. Hence, the Port Authority's aim is to involve all employees who are in direct contact with the public. A *team approach* is required to develop a program that enables the Port Authority to create a common philosophy, language and set of behaviors for all companies and their employees concerning courtesy and hospitality at the airports. The aim is to create a customer-centric quality service culture and an "*I can make a difference*" attitude among all airport employees. It is believed that only under this prerequisite can service excellence be achieved. To that end, the Contractor shall develop a plan that identifies how they -

- 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 Effective Date and continuing throughout the balance of the term of the Agreement, including the option periods if any, the Contractor shall develop and establish a customer service program and mission statement that incorporates the mission and vision of the Port Authority's Aviation Department. To that end, the Aviation Department's Mission and Vision Statements are:

Mission:

To plan, develop, promote, operate and maintain a unified system of regional airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.

Vision:

Focus on Customer Well Being – Provide an airport environment where customers are safe and secure, yet receive quality service.

Be a Model for Service, Security, Efficiency, Safety and Effectiveness.

Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.

Satisfied customers are the most important asset of any business. In assisting the Port Authority realize the Mission and Vision Statements above; the Contractor shall comply with all the customer service requirements of this Agreement. Customer service is defined as the ability of an organization to constantly and consistently exceed the customer's expectations while offering the safety and security required to ensure the well being of customers. Organizations exceed customer expectations by focusing their efforts in three areas: customer friendly processes, employee commitment to customer service, and customer interaction.

D. Performance Measures

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

- Monthly or quarterly Mystery Shops;
- Random surveys of Contractor's performance;
- Random inspections of the Contractor's services, facilities and equipment; and
- Customer Satisfaction Surveys.

A Base Line, including a \pm margin, will be established employing some or all of the above performance management tools along with prior scores to measure the Contractor's performance or facilities as it relates to staff courtesy and helpfulness, staff appearance, and such other measures of performance or facilities as shall be designated by the Airport Manager. Once established, the Base Line will never decrease but may increase over the term of the Contract as the Contractor's performance improves.

On a quarterly basis Port Authority staff will provide the results of the Surveys, Mystery Shops and Inspections and a "Scorecard" as shown in Exhibit C, detailing the performance or facilities will be provided to the Contractor. Scores falling within or exceeding the \pm margin will be deemed "satisfactory" while scores falling below the \pm margin will be deemed "needs improvement".

Contractor performance or facilities that are consistently rated "satisfactory" may favorably influence the Port Authority's decision to exercise the next applicable option period.

Contractors whose performance or facilities that are rated "needs improvement" must take corrective action as follows:

- Items designated as routine shall be corrected within 5 days.
- Items designated as high-priority shall be corrected in accordance with a schedule mutually acceptable to both the Contractor and the Port Authority.

Failure to improve performance or facilities, and continued "needs improvement" scores may result in the Port Authority's failure to exercise the next applicable option period and ultimately, termination of the contract, and may jeopardize the Contractor's ability to participate in future solicitations.

At any time, the Authority may elect to issue a form of recognition or reward for consistent "satisfactory" performance in addition to any other action taken based on the performance on the scorecard. Likewise, the Authority reserves the right to access liquidated damages as detailed in Attachment C, Section 5 when "Scorecards" indicate that Contractor's performance "needs improvement" for two consecutive quarters.

Performance Measurement Scorecard - Parking Facilities

Category	Target	Actual Score	Performance
Customer Satisfaction	19-24	35	Satisfactory
Employee Courtesy	17-22	47	Satisfactory
Facilities	32	31	Needs Improvement
Highway	94-99	94	Satisfactory
Intermodal	93-98	97	Satisfactory
Security	19	18	Satisfactory
Service	24	11	Satisfactory
Signage	11	3	Satisfactory

Overall Progress **Needs Improvement**

To achieve an overall satisfactory performance, all targets must be met or exceeded.

Notes

Customer Satisfaction Target & Parking Customer Satisfaction Target is based on the average of the three airports highest scores but never lower than the prior target.

Employee Shop Target for Conditions and Employee Courtesy is based on a 12-month rolling average of the three airports' highest scores but never lower than the prior target.

Inspection Targets are based on the average number of deficiencies per parking space. One high deficiency is allowed for every 1,100 spaces and one routine deficiency is allowed for every 850 parking spaces. No lower but never higher.

Port Authority Inspection Targets are based on the average number of deficiencies per parking space. One high deficiency is allowed for every 1,900 spaces and one routine deficiency is allowed for every 600 parking spaces. No lower but never higher.

Exhibit D

Sample Wage and Benefits Statement

XYZ COMPANY - Contract # _____

WAGE and BENEFITS STATEMENT

Period Covered: June 1, xxxx to November 30, xxxx

	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
MINIMUM COMBINED AVG HOURLY WAGES & SUPPLEMENTAL BENEFITS					
Wages					
Straight-Time Wages	\$330,000.00	\$250,000.00	\$ 90,000.00		
Shift Differential	2,000.00				
Total Wages	\$332,000.00	\$250,000.00	\$ 90,000.00		
Supplemental Benefits					
Holiday	\$ 9,500.00	\$ 8,000.00	\$ 9,500.00		
Vacation	4,000.00	3,000.00	4,000.00		
Sick	4,000.00	3,000.00	4,000.00		
Personal	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Health/Welfare	63,900.00	50,000.00	40,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please specify)	-	-	-		
Other (please specify)	-	-	-		
Total Supp. Benefits	\$109,500.00	\$ 88,500.00	\$ 85,600.00		
WAGES & SUPP. BENEFITS					
COMBINED	\$441,500.00	\$338,500.00	\$175,600.00		
HOURS					
Straight-Time Hours	38,600.00	25,000.00	11,000.00		
Add: Roll Call Time, if applicable	550.00	550.00	550.00		
Less: Relief Time, if applicable	(500.00)	(500.00)	(500.00)		
Less: Meal Time, if applicable	-	-	-		
Total Hours	38,650.00	25,050.00	11,050.00		
CALCULATED AVG. HOURLY WAGES & SUPP. BENEFITS	\$12.05	\$13.51	\$15.89		
CONTRACT REQUIREMENTS	\$12.75	\$13.27	\$15.43		
Difference	(\$0.70)	\$0.24	\$0.46		
MINIMUM HOURLY WAGES (if applic.)					
RATES PAID	\$9.50	\$10.50	\$11.50		
CONTRACT REQUIREMENTS	\$10.00	\$10.25	\$11.25		
Difference	(\$0.50)	\$0.25	\$0.25		
MINIMUM SALARIES (if applic.)					
SALARIES PAID				\$33,375	\$42,777
CONTRACT REQUIREMENTS				\$33,375	\$40,600
Difference				\$0	\$2,177

Note:
Details by month and by employee must be available and may be submitted with this statement.

Statement Certified by:

Name Title Date

ATTACHMENTS

ATTACHMENTS

**Five Star Parking Response dated
December 22, 2004 to The Port Authority of NY &
NJ Questions & Clarification Letter dated
December 21, 2004**

**FIVE STAR PARKING**

December 22, 2004

The Port Authority of NY&NJ
Attn: Mr. David Gutierrez
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Re:

Request for Proposal for Public Parking Lot Services at John F. Kennedy International Airport, LaGuardia Airport and Newark Liberty International Airport

RFP #0000007303

Dear Mr. Gutierrez,

We are in receipt of the Port Authority's second set of questions, dated December 21, 2004, regarding Five Star Parking's proposal to operate the Public Parking Lot Services Contract at John F. Kennedy International Airport, LaGuardia Airport and Newark Liberty International Airport. Thank you for allowing us the opportunity to respond to these questions and clarifying our bid response.

1. Five Star Parking's business and cost proposal to the above referenced RFP is based on the position classifications as stated in the RFP document and not based on our suggested re-classifications.
2. Five Star Parking is aware and will meet the RFP vehicle requirement that requires the Contractor to have an initial supply of vehicles that are the same model year as the Contract, in this case, model year 2005.
3. Five Star Parking is aware that all costs are fixed during the 3-year base period of the new Contract and will be adjusted once for each of the two-year options the Port Authority elects to exercise as per the Contract provisions.

Five Star Parking is also aware that the Contractor must adhere to the harmony provision of the Contract document. In the more than 20 years Five Star Parking has contracted with the Port Authority, we have always maintained good working relations and labor harmony with all employees.

Five Star Parking has always considered communication between our management team and the staff to be a key component in achieving labor harmony.

To this effort, Five Star Parking has already undertaken steps to ensure all employees under the Contract are aware of the current climate, not only within this Contract, but also within the Port Authority and the airline industry as a whole.

Since the RFP was issued, Five Star Parking management has met with each of the Unions having jurisdiction over the positions and their respective job stewards at the three airports. Each was told of the changes that would affect the employees and each was challenged to be creative with the funds that were available to present the best package possible to the employees. We are confident that we have a quality working relationship with each of these Unions and their representatives. Five Star Parking negotiates in good faith at all times.

It should be noted that Five Star Parking has a regular schedule of employee related events that are held in an effort to keep employee morale at an acceptable level. In August 2004 for instance, we celebrated Employee Appreciation Month whereby the entire month was filled with food, gifts and programs for the employees. For Thanksgiving we raffled turkeys and had luncheons. For the Christmas holiday season we have raffles of nice gifts as well as luncheons. Our business and cost proposal increases the number of events throughout the year. Every month something positive will be occurring at Five Star Parking.

Our current Contract provides employee incentives based on performance. Five Star Parking, in conjunction with the Port Authority, invests \$50K annually to this program. In our business and cost proposal, the incentive fund has been increased to \$300K annually and is designed to reward all levels of employees in a team environment. The message is that the employees have the ability to earn additional pay by achieving quality performance.

Our effort continues to focus on communication and the changing environment. Our wage and benefit package still exceeds that of the industry. Five Star Parking continues its long-standing commitment to provide a stable and positive working environment.

4. In our letter dated December 16, 2004, Five Star Parking indicated we will reduce the 3-Year Third Party Mark-Up from 10% to 5%.

As the incumbent operating JFK for 20 years, LGA for 16 years and EWR for 3 years, we understand the costs associated with these operations. Five Star Parking wants to provide the Port Authority with a first class operation that exceeds customer expectations. We believe our business and cost proposal will provide this and our ability to monitor expenditures over the years allows us to operate as efficiently as possible. Therefore, Five Star Parking stands by the original proposal as a fair and honest assessment of estimated three-year costs.

I do hope that we have responded to your additional questions in a clear and acceptable manner. Please feel free to contact us for any further clarification on issues related to our proposal or our current operation.

We look forward to continuing our partnership for a long time to come.

Sincerely,



Kenneth Oldam
Regional Manager
Five Star Parking

Cc:
Joe Lumer
Germaine Sahle



December 21, 2004

**VIA FAX (213)-489-1078 & EMAIL: jlumer@lrinvestments.com
koldam@fivestarparking.com**

Mr. Joseph Lumer, CEO
Five Star Parking
600 South Spring Street, Suite 1750
Los Angeles, CA 90014

**RE: REQUEST FOR PROPOSAL NUMBER #0000007303 PUBLIC PARKING LOT
OPERATIONS AT JOHN F KENNEDY INTERNATIONAL AIRPORT,
LAGUARDIA AIRPORT AND NEWARK LIBERTY INTERNATIONAL
AIRPORT - ADDITIONAL QUESTIONS & CLARIFICATIONS**

Dear Mr. Lumer:

We are in receipt of your response dated December 16, 2004 to our questions and clarifications letter dated December 14, 2004. As we are still evaluating your proposal, the following items need to be addressed. Your response to these issues will help us make a determination on our evaluation of your proposal:

1. Please confirm that Five Star Parking's business and cost proposal to the above referenced RFP is based on the position classifications as stated in our RFP document and not based on your suggested re-classifications.
2. In item #12 of your December 16th letter, you propose as a cost savings, to keep your fleet of vehicles, model year 2003 and newer, in service should Five Star be awarded the new contract. However, section 27 of the RFP document entitled "Vehicles" requires that the model year of the initial supply of vehicles be the same as the year of contract, in this case 2005. Please confirm that Five Star Parking is both aware and will meet the RFP vehicle requirement as stated in the RFP document should you be awarded the new contract.
3. Please confirm that Five Star Parking is aware that all costs are fixed during the 3-year base period of the new contract, and will be adjusted once for each of the two-year options the Port Authority elects to exercise as per the contract provisions. However during the base period, and for each of the options periods so exercised by the Port Authority, the contractor must adhere to the harmony provision of the contract document. Please advise what steps Five Star Parking has taken to insure work harmony with the unions claiming jurisdiction over a number of the positions at the three airports.
4. Can you offer any cost reductions without eliminating or compromising services included in your proposal and in your letter dated December 16, 2004?

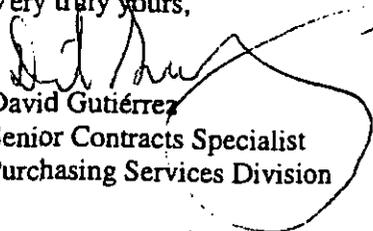
Mr. Joseph Lumer, CEO

Page 2

December 21, 2004

Your response to the above should also be submitted to me in writing by the close of business on Wednesday, December 22, 2004 via fax at (212) 435-3959 or email: david.gutierrez@panynj.gov. If you have any questions, contact me at (212) 435-3933.

Very truly yours,



David Gutiérrez
Senior Contracts Specialist
Purchasing Services Division

ATTACHMENTS

**Five Star Parking Response dated
December 16, 2004 to The Port Authority of NY &
NJ Questions and Clarifications Letter date
December 14, 2004**



FIVE STAR PARKING

December 16, 2004

The Port Authority of NY&NJ
Attn: Mr. David Gutierrez
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Re: Request for Proposal for Public Parking Lot Services at John F. Kennedy International Airport, LaGuardia Airport and Newark Liberty International Airport

Dear Mr. Gutierrez,

Thank you for allowing Five Star Parking the opportunity to respond to questions regarding our proposal to operate the Public Parking Lot Services Contract for the Port Authority of New York and New Jersey.

1. Five Star Parking strongly encourages the Port Authority to reconsider the Wage and Supplemental Benefits Plan to allow the Contractor the ability to monitor compliance to the plan within Job Classifications but across the airports.

As stated in the RFP, we feel this is in the best interest of the Port Authority in the long term. The Port Authority has created in this RFP a consolidation of benefit levels between all facilities. It would benefit the Contractor to have this ability, as it is known that levels were higher at Newark Liberty International Airport. Five Star Parking understands that the goal of the Port Authority is to keep labor costs from escalating. It is not the intent to underpay any of the job classifications. It is merely to keep parity between all facilities. It allows the Contractor to negotiate with Labor Unions in order to achieve the same levels of wages and benefits at all airports.

Five Star Parking is aware that the wages and benefits overages and shortages offsets will not be allowed between airports, nor between categories of employees. This does not affect the cost proposal.

2. The net effect of reclassifying some positions will not have any affect on the overall cost proposal but we do feel will increase the level of service that these positions will provide.

Five Star Parking believes that these adjustments in job classifications will allow the Contractor the ability to operate the facilities in a comparable manner; each facility's common job titles will fall within the same job classification. This allows the administrative portion of the operation to work fluidly as each facility operates under the same management hierarchy. An example of this is with the Sales Office Managers at each facility. EWR and LGA have these positions classed as Supervisor-in-Charge where at JFK this becomes an Administrative Clerk.

Another important effect of this reclassification relates to employee morale. The Supervisor-in-Charge job classification is the highest level to be achieved, short of management. The RFP, as written, unknowingly places higher-level employees in lower job classifications. An example of this is the Customer Service/Training Managers being classed as Administrative Clerks when they are working and training Supervisors-in-Charge and Supervisors.

As was stated in the Staffing Plans for All Job Categories, Five Star Parking has a concern relating to the inclusion of current management staff positions being absorbed within the Office/Clerical job classification. The following chart illustrates some of the positions affected in this manner, along with their current compensation packages:

Position	Wage & Benefits	Average Hourly Rate
Human Resources Manager	\$67,311.54	\$32.36
Executive Administrator	\$55,948.70	\$26.90
Executive Administrator	\$53,685.67	\$25.81
Executive Administrator	\$51,136.54	\$24.58
Secretary	\$51,136.54	\$24.58
Customer Service Manager	\$50,753.85	\$24.40
Credit Card Manager	\$49,280.56	\$23.69
Sales Office Manager	\$47,252.29	\$22.72
Executive Administrator	\$45,438.33	\$21.85
Secretary	\$39,708.32	\$19.09
Secretary	\$39,211.70	\$18.85

Attached with this response is a copy of Management Chart #3 (Attachment - 1), which illustrates by Job Title and Job Classification the adjustments to be made. By removing the above-mentioned positions from Office/Clerical, the billable rate for that job classification will be reduced. The job classifications that these positions are moved into will require minimal adjustments to the billable rates.

Other reclassifications proposed are:

- Assistant Operations Managers at EWR from Supervisor to Supervisor-in-Charge.
 - Assistant Operations Manager at JFK from Administrative Clerk to Supervisor-in-Charge.
 - Senior Audit Clerk at JFK and EWR from Revenue Clerk to Supervisor.
 - Customer Service/Training Managers from Administrative Clerk to Supervisor-in-Charge.
 - Sales Office Manager at EWR from Administrative Clerk to Supervisor-in-Charge.
 - Credit Card/EZ Pass Manager from Administrative Clerk to Supervisor.
3. As the incumbent, Five Star Parking has a current stock of uniforms for the Port Authority facilities for which we have already paid. Unlike other operators, there will not be a need to replace all current uniforms in use. We have passed this cost savings to the Port Authority over the base years of the Contract. Five Star Parking estimates the value of our uniform stock to be approximately \$200K.

Uniforms are replaced on an as needed basis. If a garment appears worn, it is immediately replaced.

Shoes will be replaced as per the RFP.

Five Star parking is aware that the Contractor is financially responsible for the replacement and purchases of new uniforms.

4. The line item "Rubbish and Sweeping" should be renamed as "Office Cleaning"

At JFK and LGA the office space is quite small. Over the years Five Star Parking has maintained the office space in a satisfactory manner by utilizing unbilled labor to do the cleaning. This is a cost savings to the Port Authority estimated to be \$25K annually.

At EWR, the office space is substantially larger than JFK and LGA. It is located in two separate buildings. As such, it is far too much of an undertaking to be done by Five Star Parking employees. Five Star contracts a cleaning company to do this work. We are currently negotiating with M/WBE certified firms to assume this contract.

If the Port Authority requires the Contractor to sub-contract these services, we will negotiate with firms to provide these services and add these costs to the Estimated Annual Office Expense.

Again, as it is currently configured, costs are reduced for the Port Authority.

5. Three pages are included with this document, one for each airport that illustrates the calculation of the hourly wages for the position of Supervisor (Attachments – 2-3-4). We apologize for the error made in the production of the proposal.

6. As was stated in the response to question #2 above, the hourly (direct) wage for the clerical staff is significantly higher than the current average wage being paid due to higher level, long term employees being re-classed into this job classification.

It must also be stated that the revenue clerk position has changed over the years and is continuing to evolve. It can no longer be expected to hire employees with PC, mathematical and logical reasoning at the rates provided. The Port Authority requires complex reports to be generated or completed from a sophisticated revenue control system. These positions are considered skilled labor.

The Port Authority, by approving the higher hourly (direct) wage, assures themselves of quality reporting and auditing functions. Please note Five Star Parking's success in these areas over the current Contract.

7. Five Star Parking listed a Regional Manager and a Human Resources Training Manager and indicated the amount of time at the airports would be .4 at JFK and EWR and .2 at LGA. It can be assumed that these individuals would be dividing their time between the three airports. The amount of time is based on the current staffing levels at each location and is reflective of time devoted to each facility currently. Certainly the Port Authority can reallocate the costs as they see fit. This would not change the overall cost of the proposal.
8. Our "Cost Proposal" forms submitted indicate the Regional Manager and Human Resources Training Manager are calculated at a full twelve months for each airport. Five Star Parking opted to adjust for the allocation of time by using the "quantity" section. The sum of adding the estimated annual charge of these two positions over the three airports is equal to the total annual charge for these positions. This includes wages, bonus, paid time off, health and welfare along with associated payroll taxes and insurances. The total average annual costs for each of the first three years of the Contract are calculated to be:

Regional Manager - \$150,908.94

Human Resources Training Manager - \$98,680.96

9. Few companies have the track record for longevity and consistency that Five Star Parking has. Joe Lumer has been part of Five Star since it's inception in 1981 and has been involved with a Contract with the Port Authority since 1984. Five Star Parking is a third generation, family owned company and as such does not experience turnover in the executive level as does our competitors.

The change of the central point of contact referred to in this question is actually the only major executive change that has occurred in over twenty years of contracting with the Port Authority. It should be noted that this change was virtually seamless to the Port Authority as well as to all of our clients. Five Star

Parking stands on its record as a stable and consistent organization, well known to the Port Authority.

In the unlikely event that something should happen to Joe Lumer, one of his long-standing partners will assume the position and responsibilities as the central point of contact.

10. All employees of Five Star Parking under the Contract with the Port Authority have always been provided benefits accrued as per length of service at the facility. This policy was exercised when Five Star Parking was awarded the Contract to operate the Public Parking Lot Services at Newark Liberty International Airport in August 2002.

Five Star Parking has always maintained an excellent relationship with our employees and strives for continuity in staffing. Because of this reason we provide a significant benefit package. Our employee turnover rate will attest to this as it well below contractual and industry standards.

Once an employee has met the minimum required length of service, the duration of which is thirty days to twelve months in any category, our package begins to accrue.

The current benefit package includes paid time off for:

- Vacation
 - One (1) to four (4) weeks depending on length of service
- Sick and Personal Days
 - Six (6) total days annually
- Holiday
 - A minimum of eight (8) days to a maximum of eleven (11) days
- Jury Duty
 - Unlimited, Five Star Parking pays the difference between the employee's regular wage and the jury duty pay received for service
- Bereavement
 - Up to four (4) consecutive days off due to the death of an immediate relative

Five Star Parking also provides a healthcare package for each employee and their family. Premiums for this plan are paid for by Five Star Parking, the only out of pocket expenses for the plan are in the form of co-payments and deductibles.

For the employees that are represented by a Union, Five Star Parking contributes to the pension plan provided by that Union. Non-union employees are eligible to participate in the Five Star Parking 401(K) program.

11. Five Star Parking has provided the Port Authority with a great many proposals over the years that decrease costs and/or increase revenues as well as service. In

our response to the RFP. Section F., Proposal – 1, Management Plan (c) we documented what was accomplished as well as concepts and proposals to be discussed. Attached (Attachment – 5) please find a copy of that four-page section. It is possible that this section might have inadvertently been left out in production.

In Section F., Operational Plan (b) – Staffing Plans for All Job Categories, Five Star Parking discusses a consolidation of the revenue audit department. We envision this department under one roof with a non-operational individual monitoring the department tasks.

Attached with this document is the job description of the Accounting/Financial Manager (Attachment – 6) along with Management Chart #4 (Attachment – 7) that illustrates how the hierarchy of reporting would change with this addition to staff.

It would be under this individual that efficiencies will be found that will result in substantial net cost savings to the Port Authority. Also, by relieving the operational management of auditing task, they will have additional time to monitor the work of the field employees.

12. Five Star Parking would like to state the following areas as additional services or cost savings to the Port Authority:

Technological Advances in the Third Year of the Contract and Labor Reductions: Five Star Parking will carefully monitor the implementation of License Plate Recognition (LPR) as well as any other technological change that could have an impact on billable labor. As has been accomplished in the past, we will propose to the Port Authority a well thought out plan to achieve the most efficient operation for the Port Authority, ultimately reducing labor costs to a minimum, yet providing the parking patron with service second to none.

Fleet: Five Star Parking's current fleet was not factored into the "Cost Proposal" form, Section G. Our existing fleet at EWR are model year 2003 and are in very good shape as noted by Ozzie's Ford Store in Kearny, New Jersey, as vehicles were dispatched there to determine trade value. Most of our existing fleet at JFK are model years 2003 and newer and are also in good shape. Only LGA needs all vehicles to be replaced at this time. If allowed to use the existing fleet vehicles that are in good standing for the base period of the new Contract, these costs can be reduced.

3-Year Third Party Mark-Up: Five Star Parking has reconsidered this line item to more accurately reflect the cost of money. We will reduce this figure from a 10% mark-up to a 5% mark-up.

Advertising on Parking Receipts: Working with Advertickets to determine if there is a market to sell space. Each patron is asked whether they wish to have a receipt of their transaction and the patron retains that receipt.

As has been in the past, Five Star Parking's CEO, Joe Lumer, will be immediately available for consultation at any time, for any reason, to assist the Port Authority in achieving their goals. This is rare for a company of this size.

I do hope that we have responded to your questions in a clear and acceptable manner. Please feel free to contact us for any further clarification on issues related to our proposal or our current operation. Five Star Parking has worked with the Port Authority for the past twenty years and we look forward to continuing our partnership for a long time to come.

Sincerely,

Kenneth Oldam
Regional Manager
Five Star Parking

Cc:
Joe Lumer
Germame Sahle

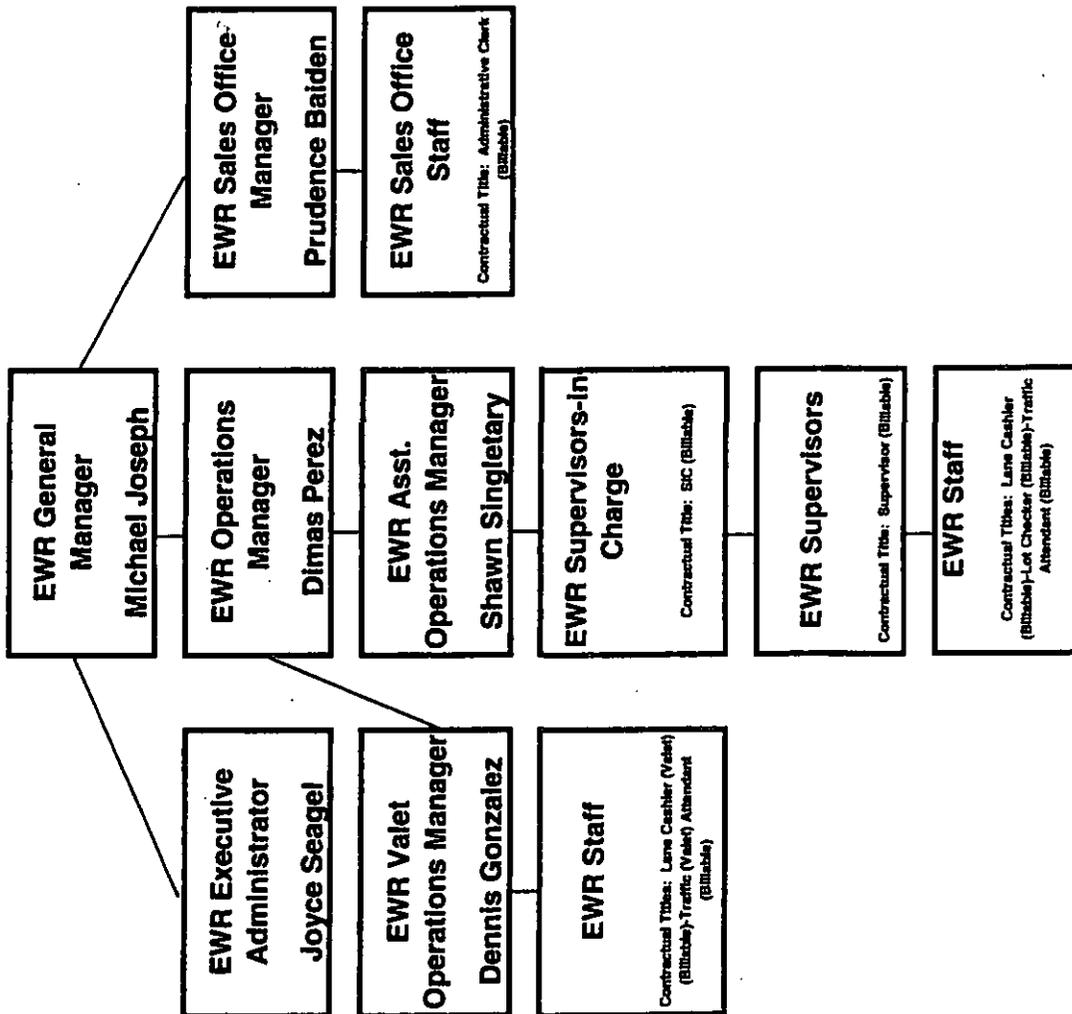
Accounting/Finance Manager

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

1. Plan, organize, direct and control the work required for all the Contractor's Office/Clerical personnel. Ensure all necessary reports and forms are complete, accurate and timely.
2. Abide by and insure adherence to established policies, rules, procedures and regulations of the Port Authority in regards to the audit and reporting functions.
3. Maintain close and proper liaison with Airport Managers or their duly designated representative on day-to-day audit and reporting problems and assure cooperation of his staff with authorized representatives of the Port Authority.
4. Maintain close liaison with and assure cooperation of his staff with members of the Port Authority Audit division on matters of revenue accountability and security.
5. Review all records and reports and take necessary action through the Parking Manager to correct errors and improve the proficiency and accuracy of parking employees.
6. Assure the timely and accurate submission of required operational and administrative reports through the computer system and their authorized screens to Port Authority management regarding pertinent parking lot activities and performance.
7. Forward statistical reports prepared for the Port Authority to the proper parties within the Port Authority each month, consisting of Monthly Revenue Reports, Missing Reports, Stratifications, Ticket Revenue Comparison, Tickets Issued/Tickets Collected.
8. Create Ad Hoc reports when requested by the Port Authority. Maintain reporting templates as a reporting standard from location to location.
9. Conduct in-depth analysis regarding business trends that affect overall performance of the individual lots at each airport.
10. Continually monitor the effectiveness of current audit and reporting procedures. In those cases where Port Authority action is required, the Accounting Manager is expected to submit recommendations and suggestions for Port Authority consideration.

Five Star Parking Port Authority of New York & New Jersey Newark Liberty International Airport

Separation of Financial/Audit from Operations
Management Chart #4 - Proposed Accounting/Financial Manager



Five Star Parking has been proactive in working with the Port Authority in the management of the Public Parking Lot Services.

Over the years at John F. Kennedy International and LaGuardia Airports and more recently at Newark Liberty International Airport, Five Star Parking has brought numerous, effective proposals to the Port Authority. They reduced costs, increased revenues and/or improved service. The following is a list of some of those proposals:

Cost Reductions

- Reduction in staffing at Newark Liberty International Airport that reduced billable labor costs to the Port Authority of over \$1M annually
- Changed parking ticket vendors
- Negotiated with AdverTickets to provide free parking tickets to the Port Authority
- Changed credit card processing companies
- Reduced the number of fleet vehicles at EWR on two occasions
- Eliminated the non-fleet vehicles used by prior operators at EWR, consisting of "Cushman" style golf carts
- Re-opened P7 at EWR without temporary equipment – operating manually as at JFK
- Re-structured the management staff to create one consolidated operation for all three airports
- Better utilization of the unused Short-Term parking capacity at EWR

Revenue Generators

- Several pricing proposals included:
 - Re-structured the parking rates at EWR for Daily and Short-Term Parking
 - Reduced the grace period at all lots
 - Adjusted the Long-Term and Economy rates at JFK and EWR
 - Eliminated the commuter rate at JFK Long-Term
 - Eliminated the "Handicap" reduced rate
- Implemented the acceptance of credit cards as a form of payment at the JFK overflow lots, substantially reducing balance dues
- Implemented a temporary vehicle counting system for the overflow lots at JFK to increase accountability
- Accepted credit cards for balance due payments

Service Improvements

- Increased training hours for all staff above Agreement requirements
- New signage for PRM's
- Enhanced Contractor "Mystery Shop" program to increase interaction with staff

- Patron refunds with credit cards
- Comment, Complaint, Concern card to be handed to patrons who would like to communicate with management
- Revenue Control enhancements to speed the flow of exiting traffic including:
 - License Plate Recognition (LPR)
 - Ticket-less entry and exit with credit cards
 - Central cashiering versus lane cashiering
- Charge different rates for cash versus credit card and EZ Pass transactions to decrease cash volume and decrease exiting queues

Most importantly, Five Star Parking has been able to work through very difficult negotiations with Union Locals in an effort to reduce labor costs. This has been accomplished without incident and without a noticeable affect on employee morale.

With Five Star Parking managing the Public Parking Lot Services, the Port Authority has experienced a substantial:

- Improvement in the level of customer service, supported by:
 - Numerous letters from patrons and the Port Authority
 - "Mystery Shop" scores
 - Minimal patron complaints
- Improvement in the level of operational revenue audits, again supported by Port Authority correspondence
- Increase in parking revenues

Also with Five Star Parking managing the Contract, The Port Authority has:

- Implemented EZ Pass as a form of payment
- Built two garages at JFK
- Implemented other major construction projects throughout the airports resulting in temporary losses of parking space capacity and the re-routing of traffic
- Changed parking revenue equipment systems and maintenance support

Five Star Parking has always considered ourselves the Port Authority's partner in the Public Parking Lot Service and has strived to assist and support any and all changes implemented.

If awarded the Contract to continue serving the Port Authority, Five Star Parking will continue to be proactive in managing the properties. Our proposal includes several key points that we feel will greatly enhance the parking experience for the patron.

1. A continued emphasis on re-training and developing employees, including management, that goes well beyond the scope of the RFP.
2. Increased and improved Contractor "Mystery Shops" to provide an additional evaluation of the staff.

3. A management staff that focuses on the field operation through off-hour inspections and facility visits.
4. An incentive program that rewards the entire staff as a unit for positive behavior, acknowledged by patron and Port Authority correspondence and "Mystery Shop" scores.
5. A continually rising bar of patron satisfaction within that incentive program.
6. A well-defined pre-employment background check program as well as a program to continually monitor existing employees.

Five Star Parking has several concepts that we are investigating which, if approved, would continue our focus on being proactive in the best interest of the Port Authority. These concepts are not included in the RFP.

1. Due to the success of the Valet operation at EWR, implement a similar service at JFK adjacent to the AirTrain station in the Long Term lot. This could improve service and increase parking revenue for the Port Authority.
2. Develop and operate, for an additional fee, a "Reserved Parking" program where patrons call ahead and secure a parking space with a credit card. This assures them a space is available on arrival. This concept could be advantageous to those patrons at LGA that find the lot adjacent to their terminal full to capacity.
3. Consolidate the three separate audit departments into one that takes advantage of *the on-line features of the FAPD system to be installed*. This would be a substantial cost savings to the Port Authority through operating efficiencies.
4. Separate the financial/accounting/audit functions from the operating functions. This would give the Port Authority one central person to provide any and all reports and analysis in a standard format. It would also provide operations with additional time to focus on the field operations.
5. Eliminate cashiering in the smaller lots at LGA by implementing updated parking revenue technology. By not envisioning operating all properties in the same manner, this concept could substantially reduce labor costs.
6. Remove the parking meters at LGA and replace them with a channelized parking operation whereby all patrons that utilize the facility are held accountable. Simply replacing the meters with pay stations does not solve the problem of enforcement. This concept would increase the value of this parking area.
7. Investigate the concept of hand-held equipment to be used in the event of a serious queue whereby parking staff could walk up the line and transact tickets with license plate information. The patron would then approach the lane cashier with a prepaid ticket for quick exit. This could reduce the revenues lost when a decision is made to "bleed" a lot.
8. Reduce the vehicle specification requirements of the RFP to allow the Contractor to purchase four (4) cylinder base models that would be more efficient in terms of fuel and maintenance. These savings would be passed on to the Port Authority.
9. Automate the payroll area. This could reduce each location by one clerical employee.

Lastly, as an example, Five Star Parking recently presented the Port of Oakland with a Marketing Plan for their parking operations. This plan entails strategies geared towards maximizing revenues, enhancing the image of the parking lots and competing with the off-airport operators. The implementation of any of the aforementioned strategies will assist in the development of patron loyalty and foster an airport climate that truly works for its patrons.

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ LGA

CALCULATION OF HOURLY WAGE

TITLE: FIELD/OFFICE SUPERVISOR

ITEM # 1	
DIRECT WAGE	\$ <u>14.0793</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.4761</u>
VACATION ALLOWANCE	\$ <u>0.7337</u>
SICK TIME ALLOWANCE	\$ <u>0.1067</u>
PENSION	\$ <u>0.0000</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>4.1977</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.2865</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>19.9300</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.2482</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1561</u>
F.U.I.	\$ <u>0.0431</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.4079</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0816</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.1947</u>
UNIFORMS	\$ <u>0.1939</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.3400</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.0491</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>1.0946</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>23.7392</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ JFK

CALCULATION OF HOURLY WAGE

TITLE: FIELD/OFFICE SUPERVISOR

ITEM # 1	
DIRECT WAGE	\$ <u>15.1463</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.4776</u>
VACATION ALLOWANCE	\$ <u>0.6815</u>
SICK TIME ALLOWANCE	\$ <u>0.3474</u>
PENSION	\$ <u>0.0000</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>3.2272</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>19.9300</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.3350</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1670</u>
F.U.I.	\$ <u>0.0419</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.4363</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0873</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.2547</u>
UNIFORMS	\$ <u>0.2072</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.1600</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.3333</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>1.1534</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>24.1060</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ EWR

CALCULATION OF HOURLY WAGE

TITLE: **FIELD/OFFICE SUPERVISOR**

ITEM # 1
DIRECT WAGE \$ 15.6354

ITEM # 2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)
HOLIDAY ALLOWANCE \$ 0.5818
VACATION ALLOWANCE \$ 0.9396
SICK TIME ALLOWANCE \$ 0.3960
PENSION \$ 0.0000
WELFARE \$ 0.0000
MEDICAL/DENTAL \$ 2.3272
JURY DUTY/BEREAVEMENT \$ 0.0500
OTHER SUPPLEMENTAL BENEFITS
SPECIFY COVER OVER/UNDER PAYMENT \$ 0.0000

SUB TOTAL (ITEMS # 1&2) \$ 19.9300

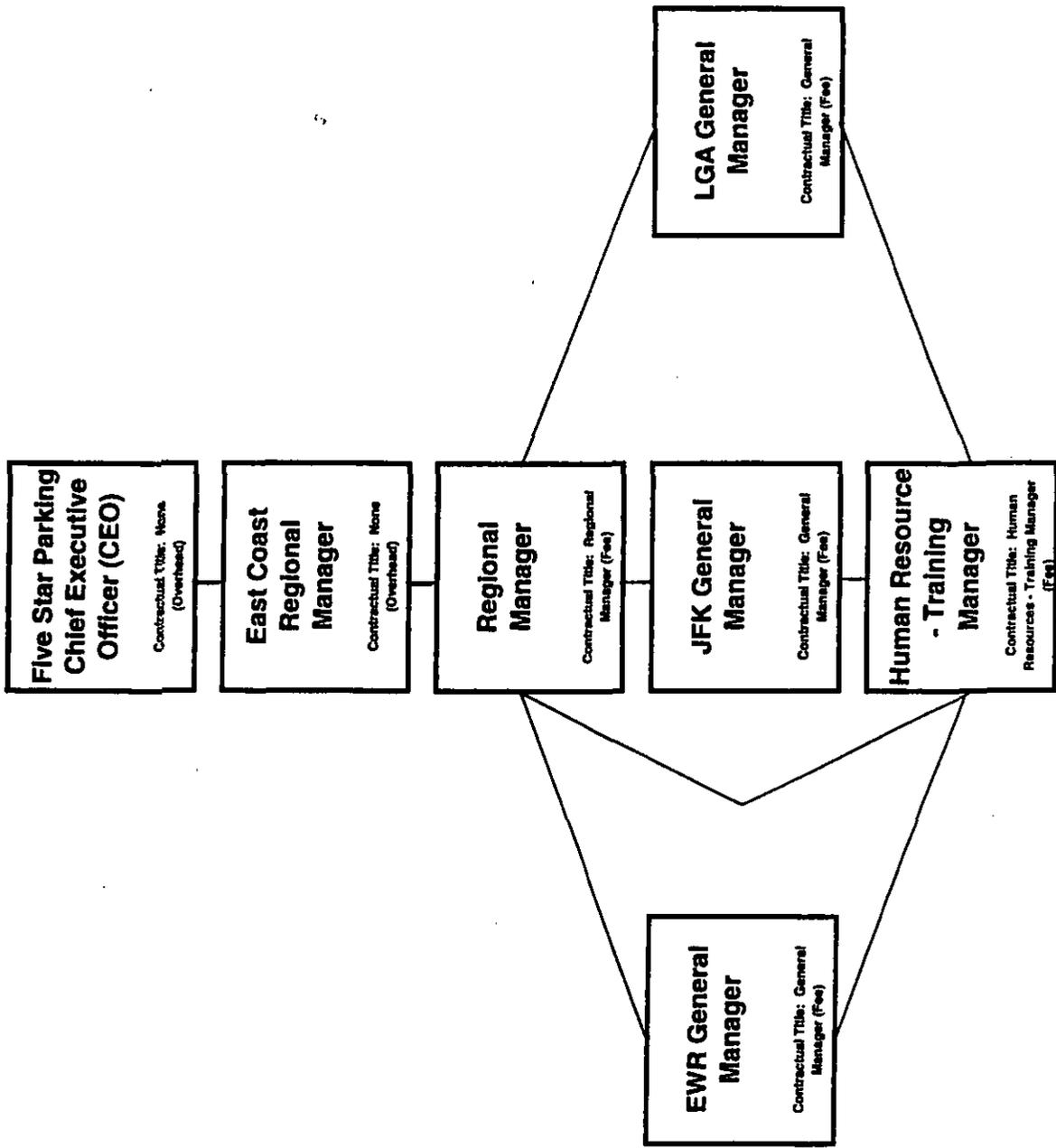
ITEMS # 3
TAXES AND INSURANCE
(ITEMS REQUIRED BY LAW)
F.I.C.A. \$ 1.4620
N.Y.S.U.I./N.J.S.U.I. \$ 0.5361
F.U.I. \$ 0.0382
NYC Payroll Tax/NJ Payroll Tax \$ 0.1911
WORKERS COMPENSATION \$ 0.8122
GENERAL LIABILITY INSURANCE \$ 0.0000
DISABILITY INSURANCE \$ 0.0000
OTHER TAXES AND
INSURANCE SPECIFY _____ \$ 0.0000

ITEM # 4
ADDITIONAL COMPONENTS
(IF APPLICABLE)
TRAINING \$ 0.2774
UNIFORMS \$ 0.1833
MATERIALS \$ 0.0000
SUPPLIES \$ 0.0000
RELIEF \$ 0.4500
ROLL CALL \$ 0.0000
OTHER COMPONENTS NOT SPECIFIED
ABOVE-SPECIFY OVERTIME \$ 0.7807

GENERAL ADMINISTRATION COSTS,
OVERHEAD, AND PROFIT \$ 1.8609
TOTAL (SUM OF ITEMS 1,2,3,and 4) \$ 26.5219

Five Star Parking Port Authority of New York & New Jersey Leadership Team

Management Chart #3 - RFP Positions and Proposed Billable Job Classifications





December 14, 2004

VIA FAX (213)-489-1078 & EMAIL: jlumer@lrinvestments.com

Mr. Joseph Lumer, CEO
Five Star Parking
600 South Spring Street, Suite 1750
Los Angeles, CA 90014

RE: REQUEST FOR PROPOSAL NUMBER #0000007303 PUBLIC PARKING LOT OPERATIONS AT JOHN F KENNEDY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT AND NEWARK LIBERTY INTERNATIONAL AIRPORT - QUESTIONS & CLARIFICATIONS

Dear Mr. Lumer:

Thank you for submitting your proposal for the above referenced Request for Proposal. As we are still evaluating your proposal, the following items need to be addressed. Your response to these issues will help us make a determination on our evaluation of your proposal:

1. The RFP document does not allow for wages and benefits overages and shortages in one category to be offset between airports. However, in your proposal it is noted that your intention is to offset wages and benefits overages between airports. Please confirm that Five Star Parking is aware that wages and benefits overages and shortages offsets will not be allowed between airports, nor between categories of employees. Does this effect your cost proposal? If so, how?
2. Your proposal mentions the possibility of reclassifying some of the positions stated in the RFP document. Please identify which positions you recommend reclassifying. Will the reclassifications involve any additional costs to the Port Authority? What benefits, i.e.: services improvements, will the airports receive as a result of the position reclassifications? How does our accepting or not accepting your reclassification recommendations effect your cost proposal and the level of service these positions provide?
3. Your proposal does not provide for the purchase of new uniforms, if you are selected as the contractor, as a cost savings. Is this an initial startup savings, and when would you intend to replace uniforms? Please confirm that Five Star is aware that the contractor is financially responsible for the replacement and purchase of new uniforms.
4. Please explain your proposed charges for trash removal and for sweeping of the office space at EWR only, and not at JFK or LGA.
5. Please provide the missing sheet providing for the calculation of hourly wages for the position of Supervisor

Five Star Parking

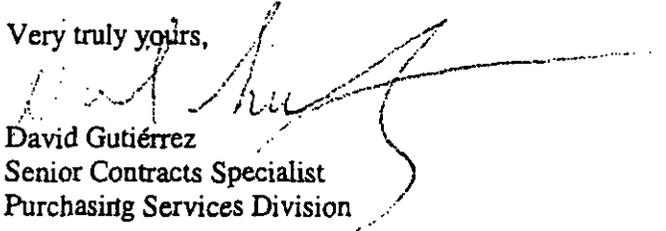
Page 2

December 14, 2004

6. Your calculation of the hourly (direct) wage for clerical staff appears to be significantly higher than current average wage being paid. Please explain the benefits to this contract of paying a higher wage.
7. Under the heading of "Management Fee" in the cost proposal, you listed a Regional Manager and a Human Resource Training Manager and indicated that the amount of time at the airports would be: .4 at JFK and .4 at EWR and .2 at LGA. Is it fair to assume that these individuals will be dividing their time between the three airports?
8. Your cost proposal shows that these positions are calculated at a full 12 months for each airport. Is this an oversight on your part, or will each airport have a dedicated Regional Manager and a Human Resource Training Manager on Site?
9. As a private company, do you have any succession plans in place to centrally manage this contract should one of your company's principals leave unexpectedly? For example, during the last 3 years of your current contract with the Port Authority, we have had two individuals as the central point of contact, yourself and your predecessor.
10. Please explain your policy in providing paid time off (i.e.: sick, vacation, holiday, etc.) and medical/dental benefits for your employees. Does your policy include time the employee has worked at the facility, or does only the time the employee worked for your company credited towards paid time off and benefits?
11. Can you offer any cost efficiencies that would result in a cost savings to the PA?
12. Can you offer any additional services that you believe will add value to this contract, without incurring any additional costs?

Your response to the above should also be submitted to me in writing by the close of business on Wednesday, December 15, 2004 via fax at (212) 435-3959 or email: david.gutierrez@panynj.gov. If you have any questions, contact me at (212) 435-3933.

Very truly yours,



David Gutiérrez
Senior Contracts Specialist
Purchasing Services Division

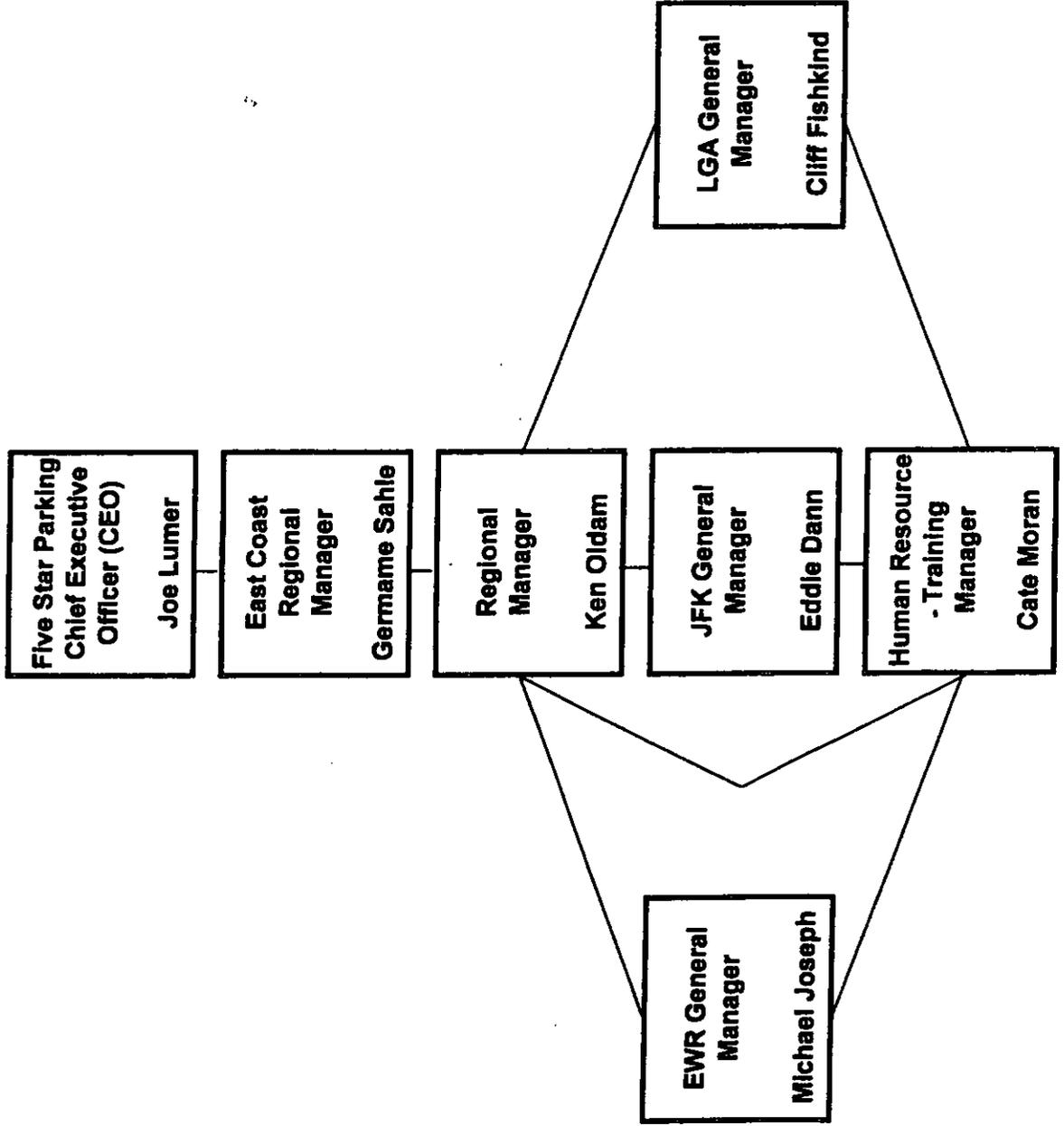
Section F – F.1 – Management Plan

Section F. Proposal – 1. Management Plan [a]

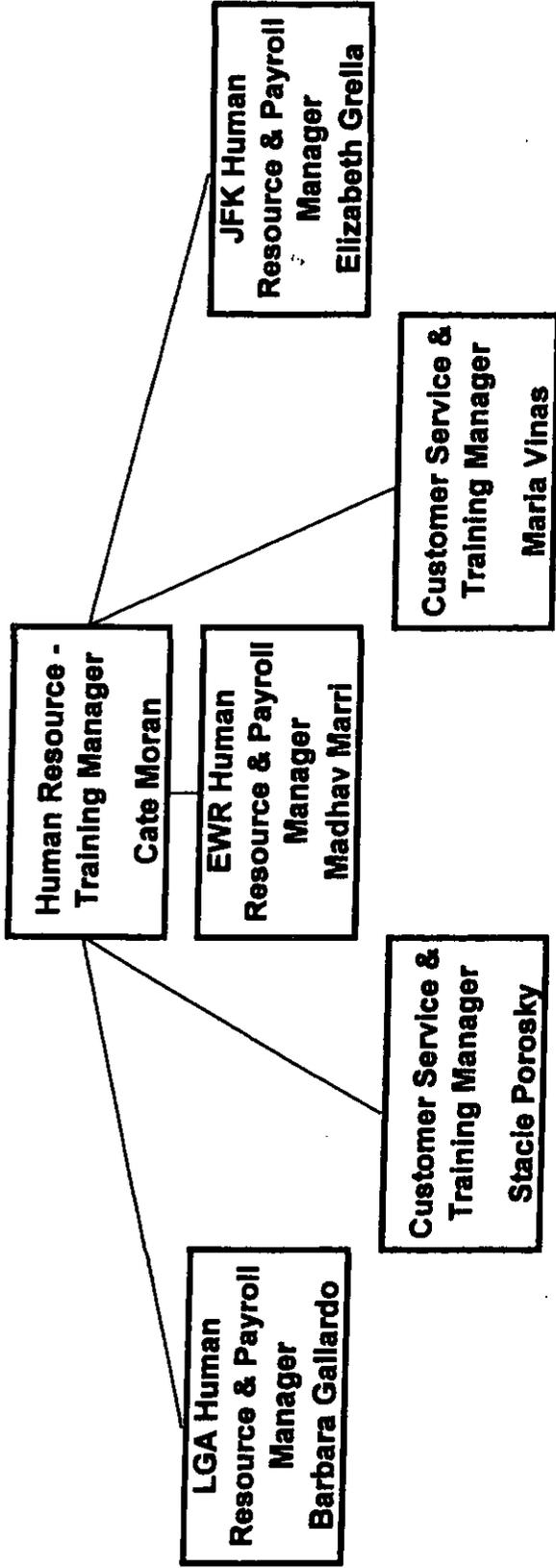
All resumes, qualifications, and organizational charts are included in the following section. This details the management structure, experience, and current onsite management team.

**Five Star Parking
Port Authority of New York & New Jersey
Leadership Team**

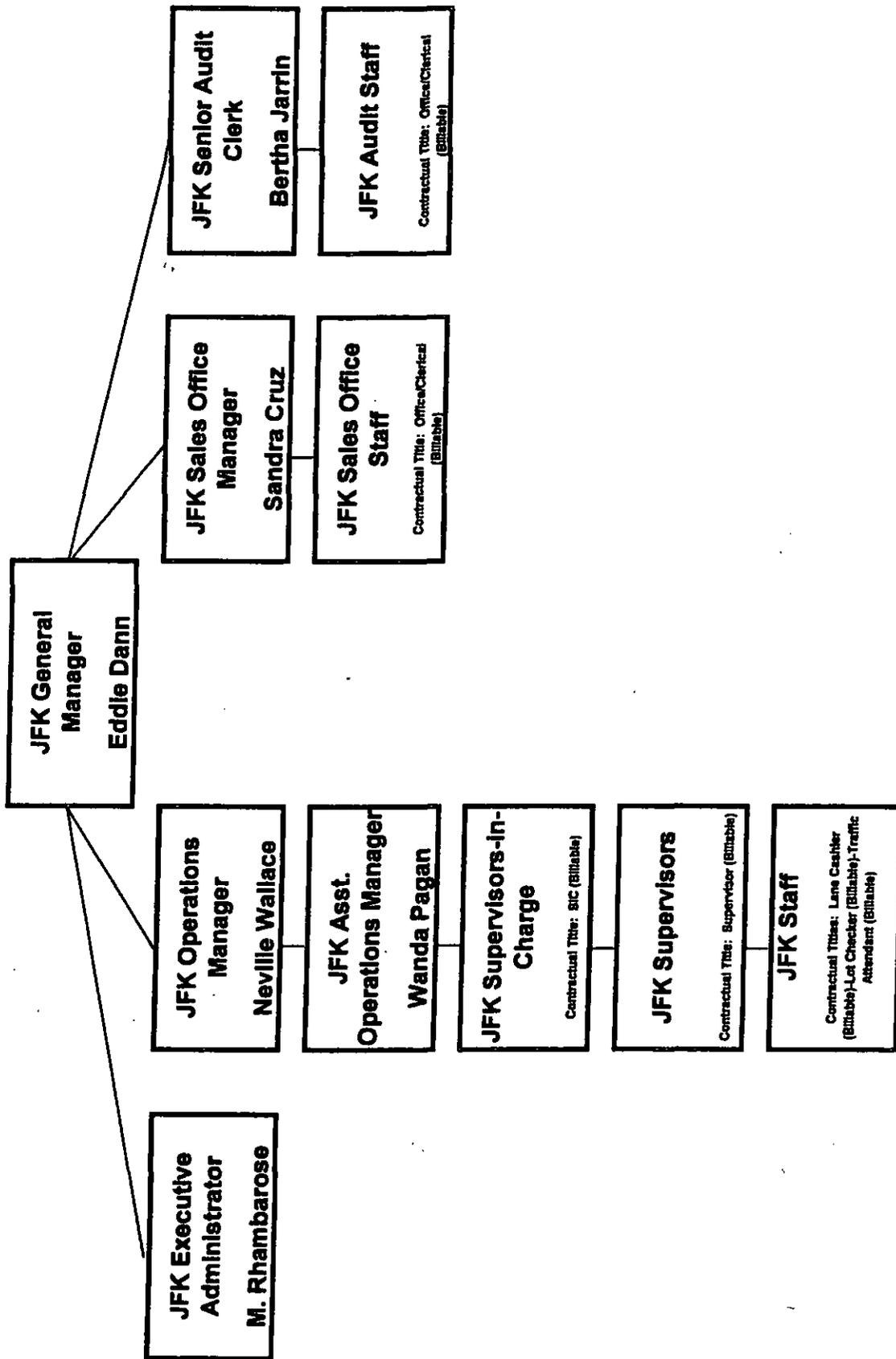
1. Management Plan - (a) - Organizational Chart



**Five Star Parking
Port Authority of New York & New Jersey
Human Resources - Training Department
1. Management Plan - (a) - Organizational Chart**

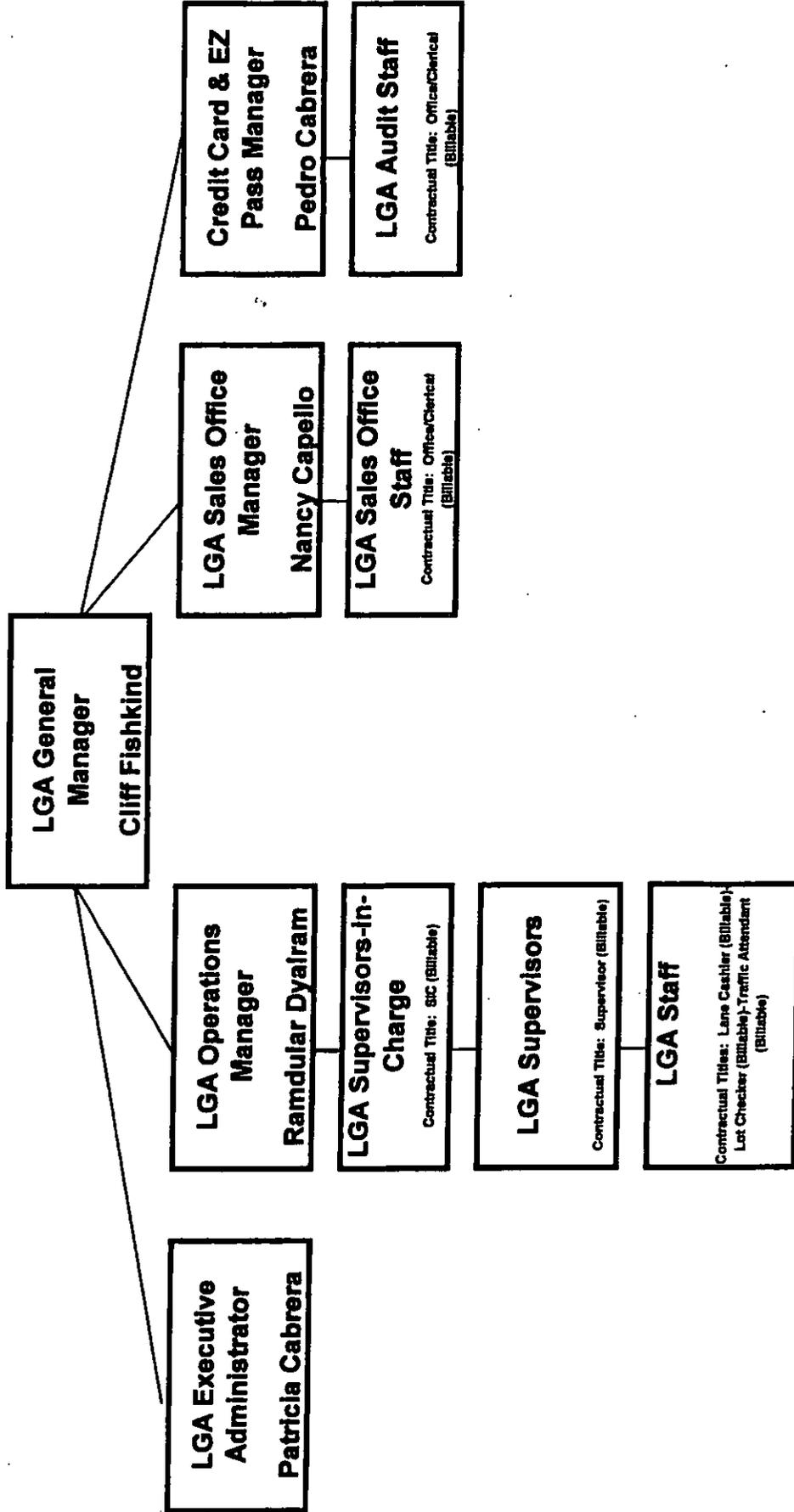


**Five Star Parking
 Port Authority of New York & New Jersey
 John F. Kennedy International Airport
 1. Management Plan - (a) - Organizational Chart**



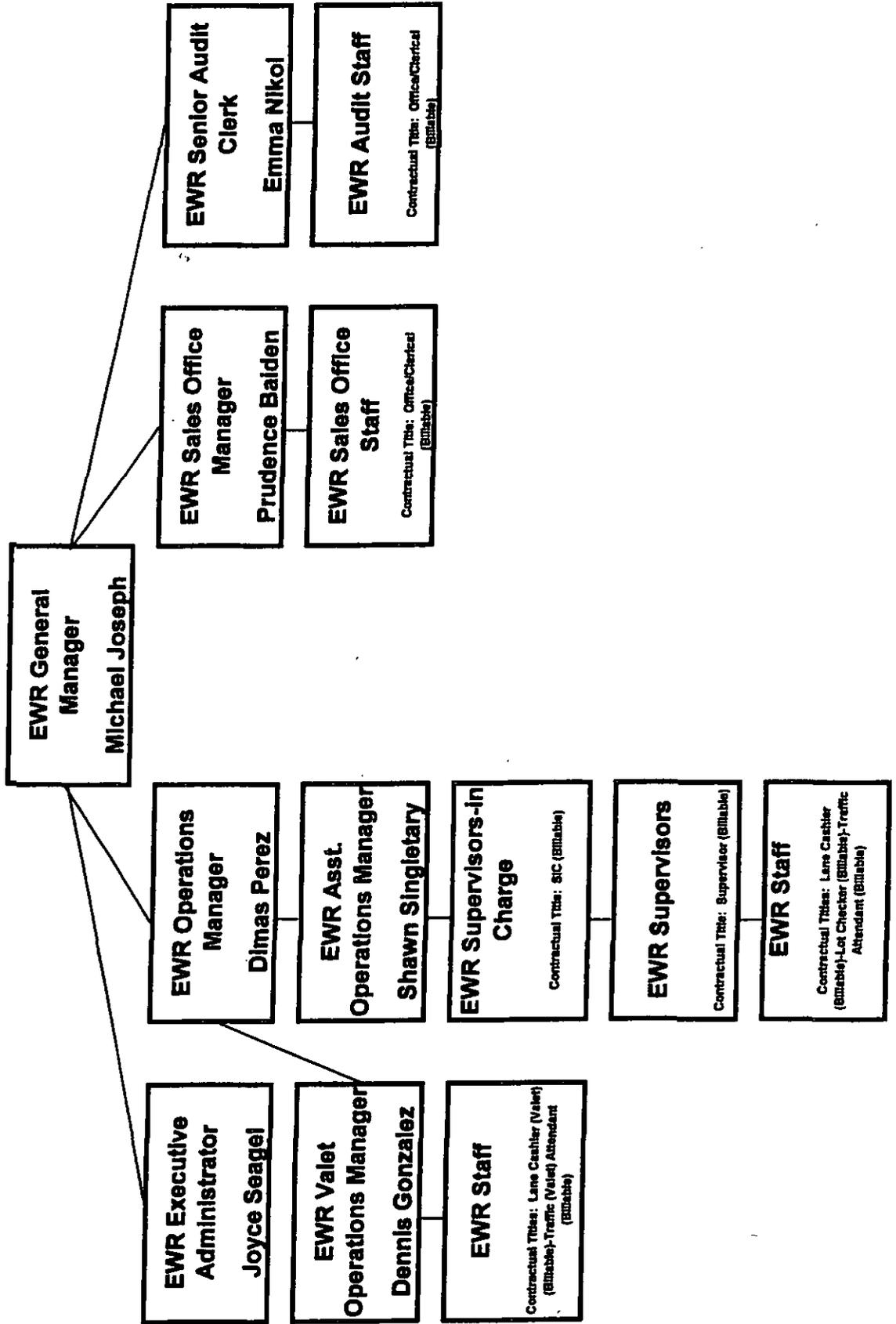
Five Star Parking Port Authority of New York & New Jersey LaGuardia Airport

1. Management Plan - (a) - Organizational Chart



Five Star Parking Port Authority of New York & New Jersey Newark Liberty International Airport

1. Management Plan - (a) - Organizational Chart



KENNETH M. OLDAM

Home: (Ex. 2)

Cell:

EXECUTIVE MANAGEMENT • OPERATIONS • BUSINESS DEVELOPMENT

FIVE STAR PARKING, New York, NY

2003 to present

Regional Manager

- ♦ Manage business operations for parking facilities in the NY-NJ area, including major airports and hotels.
- ♦ Oversee 700 employees, both union and non-union, reporting to the East Coast Operations Manager.
- ♦ Business development, preparing RFP's and conducting presentations to potential clients.
- ♦ Focus on budgeting, staffing, training, revenue enhancement and cost control.

CENTRAL PARKING SYSTEM, New York, NY

2002 to 2003

Contract Administration

- ♦ Liaison between parking facility owners, agents, administrators and parking operations.
- ♦ Negotiated management agreements, amendments and extensions including fee schedules.
- ♦ Analyzed business trends, recommend changes in rates, labor, operations and marketing.
- ♦ Involved in all facets of developing new business, preparing RFP's and operating plans.

EDISON PROPERTIES, LLC, Newark, NJ

1983 - 2002

Vice President, Parking Operations

1997 - 2002

- ♦ Directed three (3) General Managers who oversaw seventy (70) management employees and two hundred (200) union employees.
- ♦ Prepared budgets, forecasts and pro-formas for this operating unit.
- ♦ Negotiated with vendors and contractors for service agreements and project proposals.
- ♦ Involved in the preparation, roll-out and training of a customer service initiative.
- ♦ Initiated new business start-up, including facility design, construction, staffing and marketing.

General Manager, Parking Operations

1992 - 1997

- ♦ Managed nineteen (19) parking facilities throughout NYC, reporting to the Vice President.
- ♦ Direct reports included fifty (50) management and one hundred fifty (150) union employees.

Operational Supervisor, Courier Services

1988 - 1992

- ♦ Managed total operations for NY Document Exchange (NYDEX), a package clearinghouse, messenger and overnight delivery service. Reported directly to the VP of Operations.
- ♦ Supervised ten (10) management and fifty (50) non-union hourly employees.

Division Manager, Parking Operations

1986 - 1988

- ♦ Managed ten (10) parking facilities in five (5) boroughs, reporting to the General Manager.

Facility Manager, Hippodrome Garage

1985 - 1986

- ♦ Directed operations in an 800 space, 4 level, valet operation, reporting to the Division Manager.

Operational Auditor

1983 - 1985

- ♦ Audited daily and monthly summaries of operational activities. Conducted field audits.
- ♦ Promoted to Senior Auditor 1985.

EDUCATION / TRAINING

MONTCLAIR STATE UNIVERSITY, Upper Montclair, NJ

B.S. Business Administration 1982

UNION COLLEGE, Union, NJ

A.A. Business Management 1980

AMA Team Building, 1998 • Management by Objectives • Supervisory Techniques

Microsoft Project 2001 • Intermediate Excel 2000

Michael C. Joseph

(Ex. 2)

Professional Experience

Five Star Parking, Newark Liberty International Airport, Newark NJ

General Manager

Aug. 2002- Present

- Promote growth, provide guidance and discipline in managing of 290 employees
- Responsible for the safety, security and deposit of over \$75 million annually for the client
- Oversee payroll of over \$8 million annually
- Manage overhead and capital expenses of the operation
- Provide analytical and strategic monthly reports
- Committed to ensuring the highest of Customer Service Standards

Five Star Parking, LaGuardia Airport, Flushing, NY

General Manager

Jan. 2001- July 2002

- Promote growth, provide guidance and discipline in managing of 120 employees
- Responsible for the safety, security and deposit of over \$36 million annually for the client
- Reorganized staff structure
- Redeveloped and created revenue reports

Five Star Parking, JFK International Airport, Jamaica, NY

Sales Office Manager

June 2000- Dec. 2000

- Reconstructed the strategy of the Sales Office operation
- Handled VIP parking privileges for US Immigration, Customs, Station Mgrs., FAA, US Dept. of Justice, US Dept. of Information Personnel
- Organized filing system
- Computerized the monthly billing of tenants
- Processed revenue deposits

Five Star Parking

JFK International Airport, Jamaica, NY

Supervisor/Supervisor-In-Charge

April 1992- May 2000

- Preparation of daily shift schedules
- Supervision of control Room Supervisory staff
- Responsible for revenue deposits and receipts
- Provide assistance to toll collectors, traffic attendants
- Document all daily functions in log
- Placed open calls for service of equipment as needed

Technical Skills

Microsoft Word, Excel, PowerPoint, Publisher, Access, Outlook Express and QuickBooks

Education

Plaza Business Institute

1993

Jackson Heights, NY

Major: Accounting and Information Systems

American Business Institute

1992 graduate

Manhattan, NY

Certified: Computerized Office Specialist

University of Guyana

1987

Georgetown, Guyana

Major: Business Mgt., Accounting

Edwin Dann

(Ex. 1)

Resume of Qualifications

Experienced Manager with an in-depth twenty years experience in the parking industry. Highly motivated and goal-oriented, accurate, thorough and precise in attention to details, and has excellent organizational skills. Major strength is completing multifaceted tasks within time constraints allotted. Skilled in public relations, problem anticipation and resolution, and achieving established goals.

EXPERIENCE: **FIVE STAR PARKING**
1996 - Present **Parking Manager**
 JFK International Airport

Company liaison to the Port Authority of New York & New Jersey. Hired a staff of over 450 employees, set up office policies, Trained and supervised personnel, developed business relationships and handled public relations for this 22,000 space operation with \$60,000,000 in annual revenues. Initiated and managed a cost reduction campaign that resulted in a 27% reduction in controlled operating expenses. Identified training needs and priorities to improve claims procedures. Impact: reduced claims and complaints and notable improvements in services, productivity, morale, and revenues.

1991 -1996 **FIVE STAR PARKING**
 Parking Manager
 LaGuardia Airport

Responsible same as above with the exception of the Valet Parking Service.

1990 - 1991 **FIVE STAR PARKING**
 Assistant Parking Manager (operations)
 LaGuardia Airport

Assist the parking manager on a full time basis and will be Responsible, under direction of the parking manager for the Administration and operation between the Port Authority and the Contractor.

RAMDULAR DYALRAM

Fax: (Ex. 1)
Email: :

EXPERIENCE

9/99 - Present Five Star Parking at LaGuardia Airport Jamaica, NY

Assistant General Manager

- Certify that all equipment related to the parking facilities function properly;
- Responsible for maintaining adequate supplies/ consumables for the operation;
- Monitor and verify all moneys within the parking system;
- Make sure that all employees receive adequate training for their duties;
- Oversee supervisors, clerks, traffic attendants, lot checker, and cashier duties;
- Compile employee evaluation records;
- Constant interaction with all employees to provide good customer service.

1/95-12/96 Five Star Parking at LaGuardia Airport Jamaica, NY

Supervisor-in-Charge

- Collection of money from parking meters, count and deposit same;
- Service coin vending machines within the Airport;
- Collect revenue and service "Pay Master" (Park Master);
- Service and replenish of money from PRM's. Verification of information on journal tape;
- Monitor PRM collection and verify deposit. Routine Maintenance;
- Function as LPI Supervisor for three months.

10/89-1/95 Five Star Parking at LaGuardia Airport Jamaica, NY

Supervisor

- Prepare cashier schedules
- Maintain accountability of all money within the parking office;
- Prepare and disperse each cashier's daily bank;
- Assume responsibility in coin room.

EDUCATION

9/94-5/00 Lehman College

Bronx, NY

- B.S., Plant Science

9/73-5/75 Guyana School of Agriculture Georgetown, Guyana

- Diploma in Agriculture

CLIFFORD S. FISHKIND

(Ex. 1)

EXPERIENCE

FIVE STAR PARKING – Queens, NY
GENERAL MANAGER – LAGUARDIA AIRPORT 2002 - Present

CENTRAL PARKING SYSTEM - New York, NY
PROJECT MANAGER- The Westchester 1999-2002
Responsible for total operation of the 3,200 space parking mall facility. Supervised a staff of 75 employees with a budget of \$1 million. Operational functions included overseeing revenue collection and control, billing, auditing and facility maintenance. Prepared revenue reports and P&L analysis for client. Set plans for volume and traffic control for daily operations.

PHILIPS VAN HEUSEN / GANT USA. - New York, NY
SALES MANAGER 1997 - 1999
Involved in launching flagship store. Reported directly to corporate executives in New York, and Sweden. Supervised staff and set sales goals. Operational responsibilities included the monitoring of costs and inventory through computer analysis.

FEDERATED DEPT. STORES / BLOOMINGDALES - New York, NY
SALES PROFESSIONAL – Ralph Lauren representative 1994 - 1997
Built client book within U.S. and abroad. Straight commissioned environment that relied on constant cold calling and sales follow-up. Contact with executives regarding new merchandise and sell through. Attended seminars at corporate office for new product campaigns. Involved in merchandising of department with sales coordinators.

LORD AND TAYLOR - Scarsdale, NY
EXECUTIVE TRAINEE - Cosmetics / Women's Shoes 1993-1994
Managed staff with sales production of \$10 million. Daily interaction with account executives regarding inventory levels. Responsible for setting and obtaining sales goals while interacting with buyers. Oversaw merchandising standards of case lines. Organized weekly department meetings to review sales and new products.

FOOTPRINTS - Stamford, Connecticut
BUYER / MANAGER 1989 - 1993
Established family owned upscale children's footwear boutique. Was directly responsible for all aspects of buying and inventory control. Daily operations consisted of contacting vendors and sales representatives. Managed sales force while making merchandising and display decisions. Created advertisements and promotions to increase customer volume. Attended national shows and seminars.

EDUCATION

UNIVERSITY OF HARTFORD –West Hartford, Connecticut
1984-1988 Communications / AA. Basic Studies

REFERENCES

Available upon request

Neville Wallace

(Ex. 1)

RESUME OF QUALIFICATIONS

Responsible for many aspects of airport parking operations. Oversees hiring, training and management of personnel. Twenty-two years experience in parking operations and customer relations.

2001- Present

FIVE STAR PARKING

Assistant Parking Manager (Operations)

JFK International Airport

Responsibilities: Assisted the General Manager in all aspects of the day-to-day operations. In the absence of General Manager, assumed position and duties. Also, responsible for the daily revenue deposits and employee staffing. Evaluated performance of parking supervisors.

1996 – 2000

FIVE STAR PARKING

Parking Manager

LaGuardia

Responsible for the day-to-day operations at LaGuardia Airport. Oversees and actively engages in all aspects of promotions, implements company policies and procedures, analyzes and resolves problems; ensures the safety of employees, customers and airport personnel at all levels. Maintains close liaison with the Port Authority Airport Manager and staff. Responsible for staffing Of parking personnel at the facility.

1991 – 1996

FIVE STAR PARKING

Assistant Parking Manager (Operations)

LaGuardia Airport

Responsibilities: Assisted the General Manager in all aspects of the day-to-day operations. In the absence of General Manager, assumed position and duties. Also, responsible for the daily revenue deposits and employee staffing. Evaluated performance of parking supervisors.

1989 – 1991

FIVE STAR PARKING

Supervisor

JFK International Airport

Responsibilities: Oversee daily operations of day shift. Scheduled employees, prepared daily reports for parking audit. Maintained close liaison with Parking Manager, keeping him fully informed on daily operations.

Cate Moran
Customer Service
Manager, Trainer, Facilitator

(Ex. 1)

May 2001 – Present

Five Star Parking – Customer Service Manager/Trainer

Responsibilities include:

- Addressing customer concerns in a professional and timely manner on behalf of the Port Authority at JFK International Airport and LaGuardia Airport.
- Building and implementing Customer Service Training Programs for all Five Star Parking employees at JFK International Airport, LaGuardia Airport, and Newark Liberty International Airport.
- Building and implementing Leadership Programs for Supervisor and Management level employees.
- Developing, enhancing, and implementing Employee Incentive and Events Programs.
- Addressing both positive and negative employee performance.
- Proactively seek ways to enhance the customer experience at all locations.

1996 through May 2001

National Speakers Group, Sommers Communication, Visual Services – Independent Contract Trainer, Consultant, and Facilitator

On a contract basis, I conducted training seminars, consulting services, and facilitated programs throughout the United States for major corporations (Ford Motor Company) government agencies (USPS), and local businesses. My areas of expertise are:

Leadership Skills	Customer Service	Management Development
Employee Morale	Positive Mental Attitude	Business Profitability
Product Knowledge	Facilities Improvement	Presentation Skills
Teambuilding	Conflict Resolution	Evaluations
Process Improvement	Process Mapping	Cultural Change
	Stress Management	

Achievements

Award-winning national speaker, occasional television actress and broadcaster, winner of three NOVA awards.

Dimas Perez

(Ex. 1)

Work experience

2002 – Present

Five Star Parking

Newark, New Jersey

As an Operations Manager, responsible for scheduling and managing a group of 230 employees to ensure the proper utilization of resources in order to meet and maintain contractual requirement with The Port Authority of NY & NJ. Working in direct liaison with the Parking Lot Administrator to monitor changes in traffic flow in order to recommend and implement changes in personnel in order to minimize operating costs and better utilization of personnel.

APCOA / Standard Parking

2000 - 2002

Newark, New Jersey

As a Duty Manager, scheduled and directly supervised over 100 cashiers and supervisors to collect and control revenues and provide customer service as required by The Port Authority of NY & NJ.

Ampco System Parking

1994 - 2000

Newark, New Jersey

Occupied the position of a Duty Manager since May 1996 and also from October 1994 through March 1995. The duties includes, scheduling of cashiers and supervisors. Staffing the positions as required by The Port Authority of NY & NJ, and as required by the traffic volume.

Ampco System Parking

Newark, New Jersey

Administrator of the Employee Parking Lot from April 1995 through May 1996. Duties included, compiling a user and tenant database. Generated monthly billing statements and reports for all tenants, along with the record keeping and accountability of parking permits.

Education

Inter American University of PR

San German, Puerto Rico

Received a BA degree, majoring in Musical Education.

Section F. Proposal – 1. Management Plan [b]

A commitment to customer service has allowed Five Star Parking to flourish within the parking industry. In the following pages, please find our plans for continuing to provide our customers with a level of excellent service.

Customer Service

Five Star Parking has always focused on the quality and effectiveness of our management, operational and administrative plans for providing superior customer service, exceeding customer expectations and providing a lasting positive parking experience.

We are committed to hiring, and most importantly, retaining quality individuals who exemplify the utmost in customer service and operational efficiency.

Five Star Parking has always maintained a stable workforce at the facilities operated under the Public Parking Lot Service Agreement.

Our Human Resources department operates with an open-door policy. All employees are welcome to walk in and discuss any situation they feel merits a one on one meeting.

Five Star Parking strives to hire, train, review and reward employees in an effort to ensure stability. All are kept abreast of management expectations and efforts to improve performance.

Five Star Parking attempts to communicate with employees in all job classifications through written media (company newsletter), as well as notice boards prominently placed.

Although our goal has always been to maintain a stable workforce, Five Star Parking will not tolerate behavior that hinders a successful parking operation. We hold all job classifications accountable. Five Star Parking will progressively discipline an employee with the intention of rehabilitation.

Five Star Parking proudly holds the lowest turnover rate in the parking industry. This may be attributed to the quality of employees that are hired or the pleasant work environment. If the turnover rate were to ever exceed twenty percent (20%) over a twelve-month period, Five Star Parking would submit a comprehensive plan/program that would outline how turnover could be curtailed.

The following pages will detail Five Star Parking's program for effective performance and patron satisfaction. The topics to be discussed are –

- **Recruitment and hiring**
- **Training and retraining including our annual training schedule**
- **Enforcement including the review process and progressive discipline**
- **Incentive and awards program**
- **Annual employee events calendar**
- **Patron communication**

“Treat your employees the way you want your employees to treat your customers.”

This is key to providing outstanding Customer Service. That is why Five Star Parking has put together the following program. Something very positive will be occurring all year long.

Our training, incentive, and events programs are designed to:

- Monitor and measure performance
- Enhance customer service skills
- Reward positive behavior
- Increase morale and productivity through teamwork
- Develop and hone leadership skills
- Reveal areas of opportunity

We are convinced that the implementation of these programs will lead not only to meeting, but exceeding customer satisfaction standards.

Recruitment and Hiring:

Five Star Parking follows all Federal & State Employment Laws and the EEOC Guidelines.

The employee base at each Five Star Parking location consists of people from the communities in close proximity and therefore, word-of-mouth and referrals are a basis for recruitment. In addition and when necessary, Five Star Parking advertises with applicable local media outlets, takes part in local job fairs, and uses employment agencies. Five Star Parking also takes part in web based job board postings.

Applications for non-managerial employment are available to be completed on a walk-in basis. Every applicant, regardless of the position they are applying for, is required to sign a background check release form and will take a math test.

If the test score is acceptable and time permits, the applicant will be interviewed by the Human Resource Manager, General Manager, Operations Manager and/or other management. Pending suitability, the application will remain on file and called back for further screening if an appropriate position becomes available.

When an opening exists, applicants passing the math test and interview process are sent for a drug screening. Results are often received within 48 hours and if the screening shows no drug use, then applicable background and reference checking will begin. Background checks will include criminal history, previous employment, education, references, and credit history. Applicants with background checks meeting the criteria for employment will begin the hiring process as soon as possible. For positions that require a driver's license, an abstract of that individual's license will be obtained.

Note: In the event a position needs to be filled before the results of a background check are complete, the hiring process can begin, but continued employment will be contingent on said results.

Once pre-hire screening is complete, Human Resources opens an active file and will collect applicable information from the employee for processing.

Employee is given the appropriate uniform allotment, training schedule, and an appointment to meet with the Customer Service/Training Manager (CSTM) for an introduction to the Port Authority Customer Service Standards.

Training and Retraining

Five Star Parking has Job Function Training manuals/handouts for use during job function training in every category. It will be the responsibility of the Customer Service/Training Manager to review, update, and/or change these manuals as needed and present them to the Port Authority for approval. This Customer Service/Training Manager will also select and train employees at each location to be the lead on-site trainers of the various job categories at each location.

Cashiers:

- At least five (5) days (40 hours) of training for new hires
- Applicable handouts such as the Mini Reference Guide detailing how to do transactions, policies, procedures, etc.
- Meet with CSTM for Standards review within thirty (30) days of date of hire
- Retraining when deemed necessary based on evaluations and testing
- Retraining when new process or equipment is introduced
- Bi-annual Customer Service Class (May – 2 hour class/October – 2 hour class)

Traffic Lane Attendants/Valet/ Lot Checkers:

- At least three (3) days (24 hours) of training for new hires
- Applicable handouts such as Airport Map, Phonetic Alphabet, Traffic Safety, etc.
- Meet with CSTM for Standards review within thirty (30) days of date of hire
- Retraining when deemed necessary based on evaluations and testing
- Retraining when new process or equipment is introduced
- Bi-annual Customer Service Class (May – 2 hour class/October – 2 hour class)
- Drivers to take a three (3) hour defensive driving safety course annually. (This is subject to change based upon insurance requirements.)

Supervisor-in-Charge/Supervisory Staff:

- At least six (6) days (48 hours) of training for newly appointed or hired SIC's and Supervisors
- Applicable handouts consisting of Five Star Parking policies, job functions, etc.
- Meet with CSTM for Standards review within thirty (30) days of date of hire
- Retraining when deemed necessary based on bi-annual evaluations
- Retraining when new process or equipment is introduced
- Supervisors-in-Charge to have fourteen (14) hours of training annually in Leadership, Computer Skills, and Customer Service
- Supervisors to have ten (10) hours of training annually in Leadership and Customer Service
- Three (3) hour defensive driving safety course annually. (This is subject to change based upon insurance requirements.)

Administrative/Revenue Clerks:

- Three (3) days (24 hours) of training for new hires
- Meet with CSTM for Standards review within thirty (30) days of date of hire
- Retraining when deemed necessary based on evaluations and testing
- Retraining when new process or equipment is introduced
- Eight (8) hours annually of Computer and Customer Service Training Sessions

All new hires will receive a Five Star Parking Employee handbook. Each employee receiving this handbook will be required to sign a document indicating receipt.

The Customer Service/Training Manager, in a one-hour orientation class shall give the Customer Service Standards to every new employee within 30 days of the new employee's hire date.

In addition, these standards will be reviewed and handed out during one of two Customer Service Training Classes each year that every employee will be required to attend.

All programs are developed by the Five Star Parking Customer Service Training Team and have in the past, and will continue to do so in the future, focus on:

- **The need to service the "internal" and "external" customers**
- **Teamwork**
- **Communication**
- **Process improvement**
- **Overall enhancement of customer service skills**
- **Appearance**
- **Accountability**
- **Understanding policies, procedures, incentives, disciplinary action, etc.**

There will be two programs presented each year that every employee must attend. Each program will run for two hours and consist of lecture, role-playing, example citing, handouts, and/or videos.

Program Outlines will be available for review by the PA fourteen (14) to twenty eight (28) days prior to the start of training and PA recommendations for areas to focus on will be welcomed.

The October Customer Service Class will test employees on their customer service and particular job function skills.

Cashiers/Traffic Attendants/Lot Checkers/Administrative and Revenue Clerks will be evaluated on their job function abilities annually (a written test will be given out once a year at a CS Training Class). Any employee not meeting set standards or doing poorly on the annual written test, will be scheduled for retraining in those areas deemed to need improvement. Daily, weekly, and/or monthly analysis of errors will be reviewed by the Operation's Manager and employees with consistent substandard performance will be subject to attend additional training in those areas (i.e., A report that shows a cashier is not processing a particular transaction correctly will be retrained on how to handle that type of transaction).

Supervisor and Supervisor-in-Charge staff will receive a bi-annual performance review. This review program discusses overall performance in key areas, noting commendable actions as well as areas for improvement. A plan of action will be agreed upon between the employee and management on any areas noted as needing improvement and a course of action to resolve any perceived deficiencies. Benchmarks are established based on these reviews and improvements are tracked and rewarded through the incentive program and merit increases.

Enforcement, Review and Discipline

As you will see, Five Star Parking's programs are designed to have all levels of employees involved. If cashiers do well, supervisors do well. If supervisors do well, management does well. This will be a key point in enforcement.

We have established five (5) areas of documented performance:

- Port Authority contracted "Mystery Shops"
- Five Star Parking "Mystery Shops"
- Visits and inspections by Five Star Parking Management
- Supervisory awareness through tour reports
- Correspondence from patrons or Port Authority staff

Each of these types of documented performance will be utilized to determine the performance of individuals and teams.

Positive response will be rewarded through the incentive program, awards programs or salary increase. Promotion to a new position can also be achieved.

Negative response will be handled in a "progressive" manner. This progression will be –

- Verbal warning with counseling/retraining
- Written warning with counseling/retraining
- Suspension with counseling/retraining upon return to work
- Termination

As stated above, Five Star parking strives to rehabilitate an employee through our counseling and retraining.

Five Star Parking documents a number of offenses in our Employee Handbook that lead to immediate termination without the use of progressive discipline, counseling or retraining.

Five Star Parking provides each employee, from supervisor to management, with a bi-annual performance review.

We utilize a self-review for management, where an individual critiques their own performance and grades themselves in several performance areas.

The Supervisor and Supervisor-in-Charge review form is completed by management. It is based on a series of "attributes" that performance is graded. These grades provide a total score with which the job class is benchmarked.

In either case, the employee and management come to an agreement for a particular course of action. This will be monitored for the subsequent six (6) month period. It is important to note that the action plan must be achievable. Management cannot expect an employee to focus on an over-abundance of improvement areas.

Annual Training Schedule

May

EWR/LGA/JFK

All employees, Procedure Training and Customer Service Refresher (two hours)

Request a Port Authority Guest Speaker

- Airport terminology
- Proper telephone etiquette
- Safety and maintaining a safe work environment
- Special transactions- handicap, ez-pass, manual transactions
- Review of job responsibility and levels of hierarchy
- Post identification and work schedules
- Familiarization of forms
- Refresher- Airport Standards Manual
- Operation procedure refresher

June

JFK only

Managers/SIC's/ Supervisor- Leadership Refresher (two hours)

July

EWR/LGA/JFK

Managers/Clerks/SIC's- Computer Skills Enhancement Refresher (two hours)

August

No Training Scheduled Due to Abundance of Vacation Requests

September

EWR/LGA/JFK

Managers/SIC/Supervisor, Leadership (two hours)

Request a Port Authority Guest Speaker

- Leading and motivating employees
- Effective discipline
- Maintaining a safe work environment
- Conflict resolution
- Incident reporting and proper log entries
- Radio communication
- Managing a diverse workplace
- Managing sexual harassment in the workplace

October

EWR/LGA/JFK

All employees, Customer Service Training (two hours)

Request a Port Authority Guest Speaker

- Airport Standards Manual, distribution and full review
- Handling customer complaints and dealing with upset and difficult customers
- Verbal and non-verbal communication with co-workers and customers
- Appropriate ethics and conduct- sexual harassment, diversity
- Appearance standards
- Emergency contacts
- Airport Operations- familiarization with key airport services, contacts, locations
- Geographic Orientation-getting around the airport, knowledge of directions to key places of interest

November

EWR/LGA/JFK

Managers/Clerks, SIC's- Computer Skills Enhancement (two hours)

Classes scheduled for all employees during off-hours if they wish to participate on their own time

- Basic computer skills enhancement
- Microsoft Office

December

EWR only

SIC's/ Supervisor- Leadership Refresher (two hours)

January

EWR/LGA/JFK

All Employees- Life Skills Enhancement (two hours)

- Attendance not mandatory, employees are invited to come on their own time
- Example: Managing a budget with a guest speaker

February

EWR/LGA/JFK

SIC's/ Supervisors/Valet (Anyone who is authorized to drive a Five Star Parking vehicle)

Defensive Driving Course (three hour)

- Outsourced training

March

LGA only

Managers/SIC's/ Supervisor- Leadership Refresher (two hours)

Manager's Boot Camp

All managers from all locations will take part in an 8 hour, off-site program focusing on leadership, innovative thinking, and industry trends.

April

EWR/LGA/JFK

Managers/SIC's/ Supervisor- Safety and Sexual Harassment Refresher (two hours)

- Review of policy
- Handling claims

Incentive Program

Our incentive program budgets an annual dollar amount that is listed as a line item on the "Estimated Annual Office Expense" attachment. The total budget is based on a 100% fulfillment of established criteria.

1. Employee of the Month

LGA- One employee per month

JFK- Two employees per month

EWR- Three employees per month

The operations manager will choose the employee(s) of the month on the 15th of each month. The following criteria will be considered:

- Punctuality
- Presence
- Shortage/ Overage

- General performance
- Letters of commendation
- Lot checker audit reports
- Supervisor reports

There is one (1) Employee of the Month per 100 employees. Each Employee of the Month will receive a \$50 check, Certificate of Achievement, letter from their GM, and name included on yearly plaque displayed in Five Star Parking Office.

2. Employee of the Year

All Employees of the Month will be invited to a luncheon at which time three (3) employees at EWR, two (2) at JFK and one (1) at LGA will be awarded Employee of the Year. Five Star Parking Management will select these honorees and award them each a plaque and check for \$500.

3. Perfect Attendance Awards

All non-managerial employees with perfect attendance from January 1st through December 31st will receive a plaque and gift certificate valued at \$25.

4. No Overages or Shortages

Overages and shortages will be calculated on a quarterly basis by the auditing department. All cashiers with no discrepancies for that quarter will receive a certificate of appreciation and a monetary award of \$25.

5. Performance Incentives

LEVEL I

Employees: Any, but an emphasis on Cashiers
Cashiers and Traffic Lane Attendants

Criteria:

Based on positive performance evaluations including, mystery shops, complimentary letters from customers and/or management, etc.

Incentive:

Employees will receive \$25 for each piece of positive feedback.

LEVEL II

Employees:

Clerks, Lot Checkers, Traffic Lane Attendants (Cashiers are not eligible.)

Criteria:

One or less absence, one or less lateness, and one documented piece of positive feedback from manager, supervisor or customer during the quarter. Clerks will also have the

opportunity to receive the reward for filling in during the absence of the senior clerk or completion of a special project assigned by manager or supervisor. Lot Checkers meeting an audit standard along with absence/lateness criteria will be eligible for award.

Incentive:

\$100 per quarter for each employee who meets criterion.

LEVEL III

Employees:

Supervisors

Criteria:

The front line employees must meet the goal of passing 80% of the mystery shops received each month. 80% of customer, manager, and/or PA feedback must be positive. There must be a 90% or above on combined Manager Field Evaluations.

Incentive:

All supervisors will begin each quarter with \$150 to be rewarded to them at the close of the quarter. (Yours to Lose!)

Supervisors will lose \$50 each month the criterion is not met.

Example: January- Mystery shop scores 100% pass.

February- 70% pass 30% fail.

March- 80% pass 20% fail.

All supervisors will receive \$100 of the \$150 allotted. \$50 was removed for the criteria not met in February.

LEVEL IV

Employees:

Supervisors-in-Charge

Criteria:

The front line employees must meet the goal of passing 80% of the mystery shops received each month. 80% of customer, manager, and/or PA feedback must be positive. There must be a 90% or above on combined Manager Field Evaluations.

Incentive:

All Supervisors-in-Charge will begin each quarter with \$300 to be rewarded to them at the close of the quarter. (Yours to Lose!)

Supervisors-in-Charge will lose \$100 each month the criterion is not met.

LEVEL V

Employee:
Management-Office

Criteria:
General Manager will review performance quarterly. Quarterly goals for each position will be established.

Incentive:
Management will receive \$400 each quarter the criterion is met.

LEVEL VI

Employee:
Management-Field

Criteria:
The criterion will be the same as previously noted for Supervisors and Supervisors-in-Charge. In addition, each Manager must complete an average of six (6) hours of field evaluations per month with written reports. Three (3) of the six (6) hours must be accomplished during off-hours including one (1) hour on a Saturday or Sunday.

Incentive:
Management will receive \$600 each quarter the criterion is met.

SPECIAL NOTE: This program is considered a work-in-progress; therefore benchmarks and goals will be adjusted at any time to reflect appropriate standards.

Employee Annual Events Calendar

First Quarter

Valentine's Day

Any employee on duty during the three tours on February 14th will receive a small gift. This may include a Five Star Parking key chain or mug, candy, etc.

Post Holiday Management Dinner

Approximately 28 managers from all three locations will be invited to a post holiday dinner, celebrating year-end accomplishments and the kickoff to a new year.

Second Quarter

Mother's Day/ Father's Day

All female employees (mother's day) and male employees (father's day) will receive a small gift. This may include flowers, candy, etc.

Milestone Club

Recognize employees who have been employed by the parking facility for 10, 20, 25, and 30 years. Employees will receive gifts that are suitable to the number of years they have been employed. A small luncheon will be held to honor the members of the milestone club. The gifts may include watches, clocks, etc.

Third Quarter

Employee Appreciation Month

Employees will be honored throughout the month with giveaways each Friday of the month. The giveaways may include cash, electronics, gift certificates, etc. There will be an all employee event held during one day of the month. The event may include food, prizes, karaoke, caricature artists, etc.

Labor Day Luncheon for Office Employees

There will be a luncheon for all clerks and managers on the Friday before Labor Day.

Fourth Quarter

Thanksgiving Turkey Raffle

Prizes will be raffled off to all non-managerial employees during the week prior to Thanksgiving. Prizes may include gift certificates, cash, Five Star Parking key chain or mug, etc.

Thanksgiving Snack

Any employee on duty during the three tours on November 25th will receive a snack.

Holiday Gift for All Employees

All employees will receive a gift from Five Star Parking.

Holiday Luncheon

During the third week of December there will be a luncheon with small giveaways for all employees during the three tours.

Christmas Day

Any employee on duty during the three tours on December 25th will receive a snack.

Additional Events

Gift Card Program

Gift cards are given to all non-managerial employees in recognition of mystery shop scores, CYDIR cards, letters of commendation, etc.

\$25 CYDIR Card Checks

Any employee who received 3 CYDIR cards in 60 days will receive a \$25 check for the 3rd card.

SIC Luncheon

Approximately 25 employees will be invited to the SIC luncheon.

Incidentals

Newsletters, "snow" meals, bulletin boards, pizza parties, decorations.

Patron Communication

If any patron is compelled to communicate with Five Star Parking management, they have several ways with which to accomplish this. Five Star Parking has always been proactive in addressing patron concerns. Responses are always timely and complete. This will continue to be the focus.

- **Requesting a "Comment, Concern, Complaint" card from any employee**
- **Visiting the Five Star parking website**
- **E-mailing to customerservice@fivestarparking.com**
- **Calling the phone numbers documented on tickets, cashier booths etc.**
- **Writing a letter, addressing the correspondence to the address noted on the ticket**

The process for addressing any customer issue at any location is as follows:

1. When the customer makes contact with Five Star Parking administration, the representative will complete a contact sheet (see separate sheet) and forward to the Customer Service/Training Manager (CSTM) immediately. These sheets will be available to all staff with access to mail, email, and phone contact from customers.
2. CSTM or other representative will check through these sheets daily and issue a postcard (see separate sheet) for mailing and begin any investigation about concern.
3. Once investigation is complete (not to take more than 10 days); CSTM obtains any necessary approvals for refunds from Port Authority Contract Administrator and then sends out appropriate letter and applicable refund or information of refund to customer.
4. All applicable Port Authority and Five Star Parking personnel receive appropriate copies of information sent to the patrons.
5. Five Star Parking will give a rolling monthly report to PA Contract Administrators regarding Customer Issues.
6. Customer Contact Sheet is completed and filed.

Section F. Proposal – 1. Management Plan [d]

Five Star Parking offers each employee under the Contract to operate the Public Parking Lot Services a comprehensive benefits package. The package offered is considered to be one of the best in the industry.

Once an employee has met the required length of service by job class, the duration of which does not exceed twelve (12) months in any category, our package begins to accrue.

The current benefit package includes paid time off for:

- **Vacation**
 - One (1) to four (4) weeks depending on length of service
- **Sick and Personal Days**
 - Six (6) total days annually
- **Holiday**
 - A minimum of eight (8) days to a maximum of eleven (11) days
- **Jury Duty**
 - Unlimited, Five Star Parking pays the difference between the employee's regular wage and the jury duty pay received for service
- **Bereavement**
 - Up to four (4) consecutive days off due to the death of an immediate relative

Five Star Parking also provides a healthcare package for each employee and their family. Premiums for this plan are paid for by Five Star Parking, out of pocket expenses for the plan or in the form of co-payments and deductibles.

For the employees that are represented by a Union, Five Star Parking contributes to the pension plan provided by that Union. Non-union employees are eligible to participate in the Five Star Parking 401(K) program.

This comprehensive benefits package may contribute to the overall loyalty and low turnover of Five Star employees.

Section F. Proposal – 1. Management Plan (c)

Please review the following information that outlines the ways that Five Star Parking remains proactive when it comes to providing the highest quality service for customers and daily operations.

While managing the Public Parking Services Contract for the Port Authority, Five Star Parking has been proactive in reducing costs. Since Contract Year 2000-2001, Five Star Parking has been awarded cost savings incentives from the Port Authority in excess of \$400,000. Five Star Parking also has three (3) current programs that have been approved for incentive and will be paid this Contract Year. The current programs are:

- Change in Credit Card processing companies resulting in enhanced reporting and reduced costs through a lower transaction fees.
- Change in parking ticket suppliers from ASCOM to Digital Tickets providing substantial savings in ticket costs.
- Use of advertising on the parking tickets that will further reduce those costs.

By using our company wide experience in the airport parking industry, both on and off airport property, and calling on associates and contacts within the airport parking industry, Five Star Parking will continue to be proactive in reducing costs and increasing revenues, thereby maximizing net parking revenues to the Port Authority.

Section F. Proposal – 1. Management Plan [e]

Five Star Parking will use all resources available to provide the Port Authority with the lowest possible costs to operate the Public Parking Lot Service Contract.

Our experience with labor related matters and negotiating with Unions representing the rank and file has, through the years, been a strength with our organization. We have a good operating relationship with the Unions that represent labor at the three airports. We will strive to work the fine line of monetary and non-monetary benefit concessions to the overall affect of employee morale and turnover. With labor being 80-85% of the costs associated with operating the parking contract, this is a key point.

The Port Authority has, through the RFP process, leveled the rates of pay the individual job classes will receive. In order to compensate employees in lieu of this change, we have developed an incentive program that rewards the employees for positive performance.

In order to minimize the changes with the existing labor, a practice used in the parking industry is to develop a two-tiered pay and benefit scale that protects the existing employees from substantial reductions in pay rates by allowing new hires to be paid at a lower level. We feel the Unions will be willing to accommodate us with this concept.

For procuring goods and services, Five Star Parking has used our purchasing power and excellent credit rating to be granted a line of credit that allows us to bargain for the lowest pricing available. These savings are then passed on to the Port Authority in our cost proposal. The key areas whereby Five Star Parking will ultimately keep costs at a minimum are:

- Insurance policies
- Vehicle fleet and related maintenance items
- Uniforms
- Office equipment and supplies
- Radio and other communication devices

The Port Authority would experience substantial savings by awarding Five Star Parking the Contract. These areas would be:

- **An absolutely seamless transition from the current Agreement requiring minimal Port Authority supervision**
- **No need for a thirty (30) day dual operating transition period**
- **Reduced start-up vehicle costs by utilizing our existing fleet**
- **Reduced start-up uniform charges by utilizing our existing stock**
- **Reduced start-up office equipment and supplies**

Section F. Proposal – 1. Management Plan [f] Services and Functions

If awarded the Contract to continue serving the Port Authority as the Contractor overseeing the Public Parking Lot Services and beyond providing the labor to effectively operate the Contract from an operational standpoint, Five Star Parking will continue to provide services and functions as is currently done to a level that meets and exceeds what the Port Authority requires.

The following is a list of the major services and functions. It is not a complete list and Five Star is certainly willing to discuss any other tasks the Port Authority feels are best handled by the parking Contractor.

For employee related services, Five Star Parking will create training programs and provide all training material that exceed the Port Authority's expectations in order to successfully manage the operation and provide only the utmost in customer service.

Five Star Parking will provide a responsive Human Resources Department at each location. The HR personnel will interact with the staff, responding to all inquiries and acting as liaison with our home office.

For patron related services, Five Star Parking's Customer Service staff will ensure the proper handling of all patron inquiries and investigations. This includes:

- All patron related inquiries on parking rates, directions and availability
- All patron related complaints, including EZ Pass
- Patron refunds (with Port Authority approval)
- Balance Due collections (including EZ Pass)
- Damage, personal property and liability claims

For PRCS and other parking equipment services, Five Star Parking will continue to provide the Port Authority with up to date reporting on:

- The functionality of all devices
- Down time reporting
- Recurring maintenance related problems
- Periodic testing of equipment

For credit card transactions, Five Star Parking will maintain the Agreements with the credit card processing and settlement companies. We will continue to:

- Reconcile credits and debits to the credit card statements
- Reconcile all fees and expenses
- Investigate any Port Authority inquiries
- Provide periodic reports

For EZ Pass transactions, Five Star will continue to:

- Investigate all patron related inquiries
- Recommend action to resolve disputes
- Report to the Port Authority any perceived operational issues for investigation

Monitor the work of other Contractors and report to the Port Authority any deficiencies experienced:

- Cleaning Services
- Smart Carts

Conduct inspections of all properties within the boundaries of the parking facilities, reporting to the Port Authority any perceived:

- Hazardous concerns
- Illumination issues
- Structural deficiencies
- Signage issues
- Emergency phone service
- Parking stall stripping and traffic flow issues

Conduct snow-clearing services as documented in the RFP

All reports requests such as:

- Monthly volume and revenue
- Monthly stratification
- Audit
- Available space
- Ticket variance
- Capacity
- Ad hoc analysis

Section F. Proposal – 1. Management Plan [g]

Five Star Parking is a California General Partnership. We have no issues regarding legal or otherwise that will negatively influence the process of entering into an agreement.

Section F. Proposal – 1. Management Plan [h]

Five Star Parking has, throughout all Contract years with which we have been contracted with the Port Authority, monitored compliance to the Combined Average Hourly Wages and Supplemental Benefit to an acceptable level and have always ensured compliance to both the Port Authority and our employees.

Five Star Parking monitors, on a monthly basis, the regular hours worked in comparison to the actual wages and benefits paid. We post accruals on a monthly basis of benefits earned but not yet paid, generally in the form of vacation and sick time.

Five Star Parking will provide to the Port Authority on a semi-annual basis a report on compliance with the Combined Average Hourly Wages and Supplemental Benefits by job classification. This report will be provided within thirty (30) days after the end of each six (6) month and twelve (12) month Contracted fiscal period. This report will be reviewed and signed by Five Star Parking's Chief Financial Officer (CFO).

Within thirty (30) days of the submission of the Contract year-end report and analysis, Five Star Parking will pay to the employees all benefits accrued but not yet paid. Five Star Parking will then pay, at the option of the Port Authority, any underpayments, by job class, to the Port Authority with a ten percent (10%) penalty or to the affected employees within each job class.

Five Star Parking welcomes the Port Authority, at any time during the Agreement, to audit our payroll records for compliance with the Combined Average Hourly Wages and Supplemental Benefits. We will provide any and all requested documentation on a timely basis.

Section F. Proposal – 1. Management Plan [i] Background Check

The following section demonstrates our current procedures and potential adjustments to the Identity Check and Background Screening Plan.

Background Checking & Drug Testing

Five Star Parking realizes the importance of the Background Checking and Drug Testing in protecting the PA of NY & NJ and ultimately protecting National Security.

We are confident that Five Star Parking can operate under the strict guidelines of the PA. We outsource pre-employment screening and background checking services to a proven testing company, InfoLink, a company that currently qualifies for WBE status in the State of California and we utilize Sterling Testing Systems for drug testing.

The Five Star Parking will be conducting following pre-employment background checks:

1. Social Security Trace – All Employees

The first line of background checking is to conduct a Social Security trace on an applicant. This trace acts as an identifier revealing names associated with SS number, as well as past and present address and aliases that are an essential element while conducting criminal history search. The SS trace can also be set up to automate the process of running a criminal background check based on information provided by the SS trace. This will assist Five Star Parking in detecting whether an applicant has not omitted previous residences in effort to evade detection of a criminal record.

The information also indicates characteristics and/ or irregularities such as:

- SS numbers issued to mail box numbers or telephone answering services addresses
- Date of issuance and expiration, which may reflect fraudulent use. An expired SSN may denote that the original recipient deceased
- The current and other known or previous addresses associated with that SSN
- Other names/maiden used by the individual

In the event that a trace should show no record of that applicant, the Testing Company will contact with the SS Administration to verify the SSN and communicate the results back to Five Star Parking. The SSN can be traced from 1985 onwards. We would like to point out that whenever there is no trace, the record would indicate "No Hit/No Trace". Further, there is solid data/statistics regarding the "Hit" rate for the SS Traces, mainly because of the factors described above.

Turnaround Time: Same Day

2. Credit Report – Management, Supervisor-in-Charge and Supervisor

The Consumer Credit reports, with strict compliance of Fair Credit Reporting Act, (FCRA) offer valuable insight to the applicant's reliability, and sense of responsibility, particularly for those financially sensitive companies such as Five Star Parking. The best indicator of an applicant's future behavior is their past behavior, and the credit report is in excellent source for this examination. The following information is included in each report:

Background Checking & Drug Testing

- A. Trade accounts (credit cards, phone bills, car payments, insurance, mortgage, charge accounts, etc)
- B. Accounts that have had negative action on an individual (write-offs, bad debt, collections, foreclosures, repossessions, etc)
- C. All public records (civil judgments, child support, tax liens, etc)
- D. Bankruptcy

There are some EEOC / Federal Laws affecting this provision.

- No consumer reporting agency may make any consumer report contain: any other adverse item of information, other than records of convictions of crimes, which antedates the report by more than seven years. However, an individual with the expected annual salary of \$75,000 or more is not afforded the protection of the time limitations.

We would like to point out if the past due amount and collections exceeds \$3, 000, the individual will be considered as a credit risk and will therefore not be offered employment. However, as per the regulations, bankruptcy should not be considered as a risk.

Turnaround Time: Same Day

3. Criminal History -- All Employees

Criminal history research protects Five Star Parking, including PA from claims of negligent hire, reduces risk of internal theft or fraud, and dramatically helps reduce turnover. Five Star will obtain a 10-year criminal background history State-by-State and/or National Criminal Database of the applicant. Further, Five Star Parking can obtain court records, if necessary. Criminal conviction records will contain the following information:

- Applicant's name
- County of Conviction
- Docket Number
- Indictment Number
- Arrest Date
- Reason for Arrest
- Disposition Date
- Disposition

Meanwhile, there are Federal and State Laws to be taken in to consideration while conducting Criminal Background Checks. According to EEOC / Federal Law:

- The prospective Employer cannot make personnel decisions on the basis of arrest records involving subsequent conviction, without proof of business necessity. Requesting arrest records may also be discriminatory.

Background Checking & Drug Testing

- Conviction records may not by themselves be a bar to employment, but a conviction can be considered if a relationship between the conviction and the applicant's fitness for a particular position exists.

According to State of New Jersey, in order to determine work qualifications, the prospective Employer may obtain all criminal record information including arrests and charges. However, anyone disqualified for employment based on criminal record must be given adequate notice and reasonable time to confirm or deny accuracy of information.

In case of State of New York, the regulations are:

- It is unlawful discrimination to ask about any arrests or charges that did not result in conviction, unless they are still pending. Employers with 10 or more employees may not deny employment based on a conviction unless:
 - it relates directly to the job
 - it would be an "unreasonable" risk to property or to public or individual safety.
- It is unlawful to ask if the applicant has ever been arrested.
- It is lawful to ask if applicant has ever been convicted of a crime.
- Within 30 days of an applicant's request, an employer must provide a written statement explaining a denial of employment based upon a conviction record.

In view of the above-mentioned regulations, there is no clear-cut "unacceptable" applicants ratio. If the check indicates misleading information or indicates a conviction of a felony, the individual will not be offered employment.

Turnaround Time: 24-48 hours

4. Department of Motor Vehicle Records – DMV – Driving Related Employees

Driving records offer information regarding insurance lapses, license suspensions, revocations, accidents, traffic violations, and unpaid, or unanswered summons. This screening is necessary for the positions that would drive company vehicle, such as Field Supervisors and Managers. According to industry standards, the "unacceptable" DMV records would be approximately 25%.

If an individual has falsified any information or has more than four (4) points on their license for moving infractions, they will not be considered for a driving position unless they take a safe driving course on their own time and provide documentation of same. In some cases, minor violations resulting in points will be accepted and the employee monitored closely.

Turnaround Time: 24-48 hours

5. Employment Reference Verification – All Employees

Background Checking & Drug Testing

It is a proven fact that some of the applicants falsify their resumes or applications as much as 30% or higher. In view of the above reason, Five Star Parking will conduct a 10-year Employment verification. Further, it conduct in-depth interviews with the applicant's past employers, coworkers or personal contacts to obtain a comprehensive assessment of their work history, honesty, time & attendance, achievements/strengths, attitudes and whether they are eligible for rehire, etc.

The Five Star Parking will be able to obtain the following information of the applicant:

- Dates of Employment
- Position
- Salary

Falsification of any employment record will result in disqualification for consideration for employment.

Turnaround Time: 24-72 hours

6. Education Verification – Management, Supervisor-in-Charge and Supervisor

According to various studies conducted revealed that an applicant inflating their education is a common occurrence. Therefore, Five Star Parking will verify the degree or credential received. The reports include the following information:

- Dates of attendance to the specific institution
- Degrees / Certificates obtained
- Dates of graduation
- Grade point average

Falsification of any employment record will result in disqualification for consideration for employment.

Turnaround Time: 24-72 hours, except for international institutions.

7. Drug Screening – All Employees

Five Star Parking will conduct a pre-employment and also random drug screening / urine for existing workforce with non-DOT protocol testing. According to industry standards, approximately 10 % of applicants fail in drug screening.

Five Star Parking will provide an Authorization Form to each applicant. The applicant takes this form as well as a picture ID with them to the collection site. The collector will verify that the applicant is escorted into a private room with no running

Background Checking & Drug Testing

water. The collector will verify that the temperature of the sample within the first four minutes following collection. The sample is sealed and the applicant initials a security strip and bottle is transported to the laboratory for processing.

If the initial screening results are presumptively positive, it requires further testing. The results are transmitted to "Medical Review Officer" and the Testing Company will notify the Five Star Parking. The applicant is contacted to determine if a properly prescribed medication caused the non-negative/positive result. In the event of such result, a documentation of the prescription is requested. If the prescribed medication caused the presumptively positive results, the final report will be released as negative.

Turnaround Times: - Negative & Non-Negative results:

- Negative Results – Over 97% of results are returned within 24 hours, and 100% within 48 hours
- Non-Negative/Positive Results – 97% are received in 72 hours and 100% in 5 days

Testing positive for any drug listed in the RFP will result in disqualification of consideration for employment and immediate termination for existing employees.

Identification Process

Five Star Parking will issue each employee an identification card with photo. The turnaround time for issue is one day. Photos are taken digitally and retained by the Human Resources Department. All employees are required to have their ID with them at all times while on the premises.

Upon termination of employment, Five Star Parking will confiscate the ID card. The ID card will be placed in the employee file.

Section F – F.2 – Operational Plan

Section F., 2. Operational Plan (a)

Five Star Parking's operational plan was developed to provide the parking patron with service that is beyond what is normally anticipated. Our plan is four-fold.

Operational Efficiency

First, management will utilize labor to the most efficient level to expedite traffic flow and increase accountability. By placing this first, two important issues are resolved. The patron's number one complaint has always been in the area of delay. If they experience a problem exiting, that is what remains as the last perception of the process. The other issue is the overall cost of the operation. With labor costs accounting for 80-85% of the total operational expense, Five Star Parking will continue to minimize waste and inefficiency. This will be accomplished by analyzing and evaluating each entry and exit plazas as well as each intersection to determine what the true labor needs are. We will then recommend to the Port Authority changes to the existing post schedules in order to provide the patron the best possible service per labor dollar.

Employee Training

Second is employee training. Training is instrumental to Five Star Parking's operational plan. Service and job function skills will be greatly enhanced through a program of classroom training. Each and every employee will receive a steady diet of this training. Supervisory staff will also have an extensive course on leadership and management skills. Training classes will be mandatory. Management staff will attend courses, seminars and exhibits, off-site, to improve their skill set and overall parking and management knowledge.

Supervision

The third part of the plan is the fieldwork and follow-up that is expected by the supervisory level and above. Every supervisor will know what is expected of him/her and what he or she is responsible for. With a barrage of Port Authority "Mystery Shops", Five Star Parking "Mystery Shops" and management inspections, what has been stated in the classroom will be enforced in the field. This will be a 24/7 program. Supervisors will be held accountable for the actions of their subordinates. Counseling of employees in need of improvement will play a large role here.

Incentive Program

The final part of the plan is an incentive program designed to promote and reward positive behavior and team work. Lane cashiers and traffic attendants will earn their incentives similar to the current environment. With the increased number of shops, we anticipate a greater dollar amount awarded at this level. Clerical and lot checkers will also have goals that, when met, are rewarded. Supervisors, SICs and Management will be incentivised based on the success of the subordinates. Benchmarks will be established and raised so that the performance level continually improves. Positive behavior at the lower level now affects the pocketbook of management.

Section F., 2. Operational Plan (b) – Staffing Plans for All Job Categories

Five Star Parking will staff the Public Parking Lot Service contract with primarily the same employees who served the Port Authority so well over the years.

Newly Created Position of Human Resources/Training Manager (HRTM)

Our current Customer Service Manager at JFK and LGA, Cate Moran, will be promoted to the newly created position of Human Resources/Training Manager, a regional position reporting to the Regional Manager.

Customer Service/Training Manager (CSTM)

We intend to add a CSTM to the staff at LaGuardia Airport, reporting to the HRTM. Therefore, EWR and LGA will have a CSTM reporting to the HRTM. The HRTM also has the responsibility of handling customer issues at JFK. Although the CSTMs at EWR and LGA will be billed to the respective facilities as "Administrative Clerks," each of these individuals will have a specialty training curriculum, covering soft skills and job function training. For the level of responsibility to be bestowed on the CSTMs and considering the job classifications they will train, we should consider re-classing these positions to "Supervisor-in-Charge."

Assistant Operations Manager

A position will be created at JFK entitled Assistant Operations Manager. This position will be billed as an "Administrative Clerk," although we should discuss the merits of placing this position in the "Supervisor-in-Charge" job classification. This position, as is currently utilized at EWR, will have a work schedule that will include night and weekend shifts, and will support the off-hours operation. The Assistant Operations Manager will oversee all Supervisor-in-Charge level employees and below.

The Assistant Operations Manager positions at EWR will be split, with one position having the primary responsibility of overseeing the valet operation, the other as stated above at JFK. Both of these positions are currently billed as "Supervisor," we should discuss the merits of re-classing to "Supervisor-in-Charge."

Sales Office Manager

The Sales Office Manager at JFK will be billed to the Port Authority as an "Administrative Clerk," although to be consistent with EWR and LGA, we should discuss the merits of re-classing this position as a "Supervisor-in-Charge."

Credit Card/EZ Pass Manager

The Credit Card/EZ Pass Manager, whose time is currently split between LGA and JFK will now be solely responsible for these functions at all locations as well as oversee the Revenue Clerks at LGA. This position will be billed as "Administrative Clerk" but should be consider for reclassification to "Supervisor."

Senior Audit Clerks

The Senior Audit Clerks at both EWR and JFK, who oversee the Revenue Clerks at their respective locations and are currently billed as "Revenue Clerks" should be re-classed to the position of "Supervisor."

Five Star Parking has included four management charts with this RFP. Chart # 1 is the staffing plan as directed with the RFP. Chart # 2 includes the names of the employees working in key positions. Chart # 3 re-classes the positions as stated above. Chart # 4 includes a proposed position of Accounting/Financial Manager, a regional position reporting to the Regional Manager. The creation of this position would resolve the following issues:

- Provide one person for the Port Authority to call on for any report related inquiries and requests.
- Oversee the accounting and audit functions at all facilities, thus separating the audit from the operational functions.
- Allow the Operations Management more time to monitor the field level employees in their daily tasks and routines to provide a greater level of customer awareness.
- Reduce the total number of revenue clerks through an efficient use of resources, reducing overall billable labor costs to the Port Authority.

Please see the attached job description for the Accounting/Financial Manager.

All changes proposed, with the exception of the Accounting/Financial Manager, will not require additional billable hours, in the aggregate, beyond RFP estimates.

Section F., 2. Operational Plan (c) – Revenue and Audit Control

Audit Department

The Five Star Parking Revenue Audit Department ensures the safety and security and the depositing of the collections of the revenue from the parking lots into the Port Authority's revenue account.

The audit department will follow current procedures that meet and exceed the expectations of the Port Authority requirements and will operate and provide the utmost service to the Port Authority Audit Department. We have experienced outstanding results from the Port Authority auditors with the procedures Five Star Parking has implemented. We can provide to the Port Authority numerous letters of praise regarding audit related issues. We will continue to be proactive with the audit procedures, updating them as technology advances.

Five Star Parking, with years of experience and a well-trained and experienced staff has made every effort to provide detailed and accurate reporting information to the Port Authority in a timely manner. Our staff has the ability to create and develop reports to show daily collections and deposits, report and investigate any revenue discrepancies, report revenue and non-revenue transactions, record and investigate all exception transactions and report and investigate all disappeared vehicle through the Port Authority Police Department. These reports are verified and reconciled against the Parking Revenue Control System (PRCS) automated reports, journal tape receipts from manual lots and bank deposit receipts. Appropriate reports are provided to the Port Authority on a daily and monthly basis.

The audit department verifies and reconciles each cashier tour report on a daily basis to ensure:

- Revenues collected match the shift report and/or the journal tape
- Discrepancies and shortages/overages are reported to the operations department to take the appropriate disciplinary actions
- Loop and sequence totals (total transactions less cancelled transactions) are matched to ensure the potential of employee theft is minimized
- Exception transactions listed on the tour report are verified against the shift reports and journal tapes, coupons, lost claim and balance dues collected
- Cancelled transactions are tracked and reported to the operation department; frequent occurrences are subjected to disciplinary actions depending on the results of the investigation
- Balance dues and lost claims tickets are properly filled out with a supervisor's signature
- Lost or stolen tickets are tracked with each shift report. Unusual occurrences are reported to operations for investigation

Unaccounted tickets will continue to be monitored on a monthly basis and reported to the Port Authority. Five Star Parking will work with the PRCS maintenance provider to ensure that issues are not related to system reporting errors. Five Star Parking will balance the number of entrance transactions to exit transactions and report and investigate differences.

The audit department provides reports summarizing the different types of revenue and non-revenue transactions on a monthly basis. Analytical data is also provided that indicates traffic trends and patterns. This is often used to determine staffing levels and to make parking rate recommendations.

Five Star Parking has proven its ability to account for all operational and administrative transactions that occur in the daily operation of the Public Parking Lot Services. We will continue to enforce audit controls on the entirety of the daily operation ensuring its staff complies with stringent procedures for the safeguard and security of the Port Authority's revenue.

Five Star Parking strongly feels that, due to the size of the clerical staff at all three airports, that a consolidation of departments into one main site would offer the Port Authority labor efficiencies that would result in reducing clerical labor dollars. We also feel that this department should be led by an individual with an accounting/audit background and not be a function of parking operations.

Budgeting and forecasting of revenues and expenses will continue to be the responsibility of the Regional Manager position. Five Star Parking prides itself on the ability to read the large amount of transaction; revenue and expense data on a regular basis to provide ad hoc analysis for the Port Authority to make educated and informed decisions.

Financial reporting functions will be accomplished through our corporate office in Los Angeles, California. With many years of supporting the New York/New Jersey operations for the Port Authority, our knowledge of needs and requirements cannot be matched.

Section F., 3. Start Up Plan

Five Star Parking will have a seamless transition from the existing agreement with the Port Authority to a new agreement with the Port Authority.

This will minimize the need for additional Port Authority cost and supervision.

If retained as the operator of the Public Parking Lot Service, the Port Authority will benefit monetarily as a great number of operational start-up expenses are eliminated.

Five Star Parking will immediately introduce the changes documented in the RFP. Employees will be made aware of these changes. The enhancements to be discussed are –

- Operational Plan**
- Incentive Program**
- Hiring practices and background checks**
- Random and routine re-checking of existing employees**

We expect no issues that will detrimentally affect the operation of the parking service.

Section F – F.3 – Start-Up Plan

Section F., 4. Financial Plan

Five Star Parking has included in this section the following completed forms provided by the Port Authority –

- Cost Proposal Form for each airport
- Cost Proposal Form Summary
- Wage Breakdown Sheet by airport, by job classification

We have also included the work schedules by airport, by job classification, as well as a line item budget of expense items that factor into the estimated annual office expense.

These forms together represent the foundation of the financial plan to operate the Public Parking Lot Services at John F. Kennedy International Airport, LaGuardia Airport and Newark Liberty International Airport.

Section F – F.4 – Financial Plan

**John F. Kennedy International Airport
Public Parking Lot Services
Scheduled Post Hours By Job Classification**

Supervisors-In-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	24	24	24	24	24	24	24	168	8,736
Field	0	8	8	8	8	0	4	38	1,872
Sub-Total	24	32	32	32	32	24	28	204	10,608

Supervisors	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	48	48	48	48	48	48	48	336	17,472
Field	64	64	64	64	64	72	72	484	24,128
LPI	8	8	8	8	8	0	0	40	2,080
Green Plaza	16	16	16	16	16	16	16	112	5,824
Blue Plaza	16	16	16	16	16	16	16	112	5,824
Red Plaza	16	16	16	16	16	16	16	112	5,824
Yellow Plaza	8	8	8	8	8	8	8	56	2,912
Orange Plaza	16	16	16	16	16	16	16	112	5,824
Lot 9 Plaza	8	8	8	8	8	8	8	56	2,912
Sub-Total	200	1400	72,600						

Office/Clerical	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Administrative Clerk	48	48	48	48	48	0	0	240	12,480
Revenue Clerk	72	72	72	72	72	8	8	376	19,552
Sub-Total	120	120	120	120	120	8	8	616	32,032

Lot Checkers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Field	44	44	44	44	44	44	44	308	16,000
Sub-Total	44	308	16,000						

Lane Cashiers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Green Plaza	100	100	100	100	100	100	108	708	36,816
Blue Plaza	116	116	116	116	116	124	124	828	43,056
Red Plaza	88	88	88	88	88	88	88	616	32,032
Yellow Plaza	48	48	48	48	48	48	48	336	17,472
Orange Lot	56	56	56	56	56	56	56	392	20,384
Lot 9 Plaza	56	56	56	56	56	56	56	392	20,384
Sub-Total	484	484	484	484	484	472	480	3,272	170,200

Traffic Attendants	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Green Plaza	56	56	56	56	56	56	56	392	20,384
Blue Plaza	48	48	48	48	48	48	48	336	17,472
Red Plaza	40	40	40	40	40	40	40	280	14,560
Yellow Plaza	24	24	24	24	24	24	24	168	8,736
Orange Plaza	16	16	16	16	16	16	16	112	5,824
Customer Service Driver	32	32	32	32	32	32	32	224	11,648
Sub-Total	216	1,512	78,624						

Grand Total	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Grand Total	1,088	1,076	1,076	1,076	1,076	964	976	7,312	380,256

**LaGuardia Airport
Public Parking Lot Services
Scheduled Post Hours By Job Classification**

Supervisors-In-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	24	32	32	32	24	12	16	172	8,900
Sub-Total	24	32	32	32	24	12	16	172	8,900

Supervisors	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	48	48	48	48	48	48	48	336	17,472
Field	72	72	64	64	64	64	72	472	24,544
LPI	8	8	8	8	8	8	8	56	2,912
Sub-Total	128	128	120	120	120	120	128	864	45,000

Office/Clerical	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Administrative Clerk	40	40	40	40	40	0	0	200	10,400
Revenue Clerk	32	32	24	24	24	16	16	168	8,736
Sub-Total	72	72	64	64	64	16	16	368	19,000

Lot Checkers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Field	28	24	24	24	24	24	24	172	9,000
Sub-Total	28	24	24	24	24	24	24	172	9,000

Lane Cashiers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Lot 1	24	24	24	24	24	24	24	168	8,736
Lot 2	88	88	88	88	88	88	88	616	32,032
Lot 3	24	24	24	24	24	24	24	168	8,736
Lot 4	64	64	64	64	64	64	64	448	23,296
Lot 5	32	32	32	40	40	40	40	256	13,312
Lot 6	24	24	24	24	24	24	24	168	8,736
Lot 7	19	19	19	19	24	0	0	100	5,200
Sub-Total	275	275	275	283	288	264	264	1,924	100,000

Traffic Attendants	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Lot 2	16	16	16	16	16	16	16	112	5,824
Lot 3	16	16	16	16	16	16	16	112	5,824
Lot 4	24	24	24	24	24	24	24	168	8,736
Lot 10E	48	48	48	48	48	48	48	336	17,472
Customer Service Driver	88	88	88	88	88	88	88	616	32,032
Sub-Total	192	192	192	192	192	192	192	1,344	70,000

**Newark Liberty International Airport
Public Parking Lot Services
Scheduled Post Hours By Job Classification**

Supervisors-In-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	24	24	24	24	24	24	24	168	6,736
Field	24	16	16	16	24	16	24	168	6,736
Lot F	8	8	8	8	8	8	8	40	2,080
Customer Services	8	8	8	8	8	8	8	40	2,080
Sub-Total	64	56	56	56	64	40	48	384	20,000
Supervisors									
CTP Desk/Vault Room	24	24	24	24	24	24	24	168	6,736
CTP Plaza	24	24	24	24	24	24	24	168	6,736
PRCS (Workstation)	24	24	24	24	24	24	24	168	6,736
LPI (8am-2pm)	8	8	8	8	8	8	8	40	2,080
FIELD	16	24	24	24	16	24	16	144	7,488
Skim (9p-10p)	4	4	4	4	4	4	4	28	1,456
Plaza 1/2/3	12	10	12	12	12	6	20	66	4,472
P1/P3 Field/Plaza	24	24	24	24	24	24	24	168	6,736
Lot - F	24	24	24	24	24	24	24	168	6,736
P6	24	24	24	24	24	24	24	168	6,736
Valet	24	24	24	24	24	24	24	168	6,736
P4 Plaza/Garage	16	16	16	16	16	16	16	112	5,824
Asst Ops Mgr	8	8	8	8	8	8	8	56	2,912
Audit (305)	8	8	8	8	8	8	8	40	2,080
IT/PRCS	8	8	8	8	8	8	8	40	2,080
Sub-Total	248	264	268	268	248	236	240	1,738	90,360
Office/Clerical									
Administrative Clerk	84	84	84	84	84	84	84	520	16,840
Revenue Clerk	148	148	148	148	148	148	148	740	39,480
Sub-Total	212	212	212	212	212	212	212	1,060	65,000
Lot Checkers									
Field	72	72	72	72	72	72	72	468	25,360
Sub-Total	72	72	72	72	72	72	72	468	25,360
Lane Cashiers									
CTP	138	130	146	146	146	130	146	982	51,084
MP - 2	30	24	24	24	24	24	24	174	9,048
MP - 3	57	57	57	57	57	57	57	386	20,748
P1 - P3	59	48	48	56	56	48	56	371	19,292
P4	58	58	58	58	58	58	58	395	20,540
P6	56	48	48	56	56	48	56	376	19,552
Lot F	48	48	48	48	48	48	48	336	17,472
Valet	42	40	40	40	40	40	40	253	13,156
Sub-Total	489	461	467	483	483	443	470	3,266	170,876
Traffic Attendants									
C Garage	24	24	24	24	24	24	24	168	6,736
CTP	16	16	16	16	16	16	16	112	5,824
P4	24	24	24	24	24	24	24	168	6,736
Plaza 1	2	0	0	0	0	0	0	8	416
Plaza 2	8	8	8	8	8	8	8	56	2,912
Plaza 3	16	16	16	16	16	16	16	112	5,824
P6	40	40	40	40	40	40	40	322	16,744
Valet	152	152	152	152	152	96	104	960	49,920
Sub-Total	282	260	260	280	272	220	220	1,834	95,360
Grand Total	1,367	1,326	1,343	1,369	1,361	1,000	1,042	8,790	45,926

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ JFKCALCULATION OF HOURLY WAGETITLE: LANE CASHIER

ITEM # 1	
DIRECT WAGE	\$ <u>11.0844</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS, (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.4497</u>
VACATION ALLOWANCE	\$ <u>0.5842</u>
SICK TIME ALLOWANCE	\$ <u>0.1000</u>
PENSION	\$ <u>0.5405</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.5612</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>15.3700</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.0772</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1348</u>
F.U.I.	\$ <u>0.0338</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.3520</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0704</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.1225</u>
UNIFORMS	\$ <u>0.1936</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>1.1502</u>
ROLL CALL	\$ <u>0.3834</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.1573</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>1.4376</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>20.4828</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ JFK

CALCULATION OF HOURLY WAGE

TITLE: VALET/TRAFFIC ATTENDANT

ITEM # 1
DIRECT WAGE \$ 9.4922

ITEM # 2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)
HOLIDAY ALLOWANCE \$ 0.3233
VACATION ALLOWANCE \$ 0.3205
SICK TIME ALLOWANCE \$ 0.0596
PENSION \$ 0.5199
WELFARE \$ 0.0000
MEDICAL/DENTAL \$ 2.5055
JURY DUTY/BEREAVEMENT \$ 0.0500
OTHER SUPPLEMENTAL BENEFITS
SPECIFY COVER OVER/UNDER PAYMENT \$ 0.9690

SUB TOTAL (ITEMS # 1&2) \$ 14.2400

ITEMS # 3
TAXES AND INSURANCE
(ITEMS REQUIRED BY LAW)
F.I.C.A. \$ 0.9757
N.Y.S.U.I./N.J.S.U.I. \$ 0.1221
F.U.I. \$ 0.0306
NYC Payroll Tax/NJ Payroll Tax \$ 0.0000
WORKERS COMPENSATION \$ 0.3189
GENERAL LIABILITY INSURANCE \$ 0.0000
DISABILITY INSURANCE \$ 0.0638
OTHER TAXES AND
INSURANCE SPECIFY _____ \$ 0.0000

ITEM # 4
ADDITIONAL COMPONENTS
(IF APPLICABLE)
TRAINING \$ 0.1184
UNIFORMS \$ 0.2061
MATERIALS \$ 0.0000
SUPPLIES \$ 0.0000
RELIEF \$ 1.0514
ROLL CALL \$ 0.3505
OTHER COMPONENTS NOT SPECIFIED
ABOVE-SPECIFY OVERTIME \$ 0.0199

GENERAL ADMINISTRATION COSTS,
OVERHEAD, AND PROFIT \$ 0.7325
TOTAL (SUM OF ITEMS 1,2,3,and 4) \$ 18.2297

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ JFK

CALCULATION OF HOURLY WAGE

TITLE: LOT CHECKER

ITEM # 1	
DIRECT WAGE	\$ 11.4693
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ 0.5014
VACATION ALLOWANCE	\$ 0.7602
SICK TIME ALLOWANCE	\$ 0.1125
PENSION	\$ 0.6740
WELFARE	\$ 0.0000
MEDICAL/DENTAL	\$ 3.2327
JURY DUTY/BEREAVEMENT	\$ 0.0500
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ 0.0000
SUB TOTAL (ITEMS # 1&2)	\$ 16.8000
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ 1.0586
N.Y.S.U.I./N.J.S.U.I.	\$ 0.1243
F.U.I.	\$ 0.0312
NYC Payroll Tax/NJ Payroll Tax	\$ 0.0000
WORKERS COMPENSATION	\$ 0.3248
GENERAL LIABILITY INSURANCE	\$ 0.0000
DISABILITY INSURANCE	\$ 0.0650
OTHER TAXES AND INSURANCE SPECIFY _____	\$ 0.0000
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ 0.0682
UNIFORMS	\$ 0.2141
MATERIALS	\$ 0.0000
SUPPLIES	\$ 0.0000
RELIEF	\$ 0.0000
ROLL CALL	\$ 0.0000
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ 0.0319
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ 1.3013
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ 20.0194

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ JFK

CALCULATION OF HOURLY WAGE

TITLE: OFFICE/REVENUE CLERICAL

ITEM # 1	
DIRECT WAGE	\$ <u>15.1551</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.6690</u>
VACATION ALLOWANCE	\$ <u>1.0071</u>
SICK TIME ALLOWANCE	\$ <u>0.1087</u>
PENSION	\$ <u>0.5869</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.8756</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>20.4524</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.0323</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1291</u>
F.U.I.	\$ <u>0.0324</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.3374</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0675</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.0000</u>
UNIFORMS	\$ <u>0.0000</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.0000</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.1569</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>0.9732</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>23.1812</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ JFK

CALCULATION OF HOURLY WAGE

TITLE: FIELD/OFFICE SUPERVISOR

ITEM # 1
DIRECT WAGE \$ 15.1463

ITEM # 2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)
HOLIDAY ALLOWANCE \$ 0.4776
VACATION ALLOWANCE \$ 0.6815
SICK TIME ALLOWANCE \$ 0.3474
PENSION \$ 0.0000
WELFARE \$ 0.0000
MEDICAL/DENTAL \$ 3.2272
JURY DUTY/BEREAVEMENT \$ 0.0500
OTHER SUPPLEMENTAL BENEFITS
SPECIFY COVER OVER/UNDER PAYMENT \$ 0.0000
SUB TOTAL (ITEMS # 1&2) \$ 19.9300

ITEMS # 3
TAXES AND INSURANCE
(ITEMS REQUIRED BY LAW)
F.I.C.A. \$ 1.3350
N.Y.S.U.I./N.J.S.U.I. \$ 0.1670
F.U.I. \$ 0.0419
NYC Payroll Tax/NJ Payroll Tax \$ 0.0000
WORKERS COMPENSATION \$ 0.4363
GENERAL LIABILITY INSURANCE \$ 0.0000
DISABILITY INSURANCE \$ 0.0873
OTHER TAXES AND
INSURANCE SPECIFY _____ \$ 0.0000

ITEM # 4
ADDITIONAL COMPONENTS
(IF APPLICABLE)
TRAINING \$ 0.2547
UNIFORMS \$ 0.2072
MATERIALS \$ 0.0000
SUPPLIES \$ 0.0000
RELIEF \$ 0.1600
ROLL CALL \$ 0.0000
OTHER COMPONENTS NOT SPECIFIED
ABOVE-SPECIFY OVERTIME \$ 0.3333

GENERAL ADMINISTRATION COSTS,
OVERHEAD, AND PROFIT \$ 1.1534
TOTAL (SUM OF ITEMS 1,2,3,and 4) \$ 24.1060

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ JFK

CALCULATION OF HOURLY WAGE

TITLE: FIELD/OFFICE SUPERVISOR IN CHARGE

ITEM # 1	
DIRECT WAGE	\$ <u>16.3516</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.6659</u>
VACATION ALLOWANCE	\$ <u>1.1250</u>
SICK TIME ALLOWANCE	\$ <u>0.4407</u>
PENSION	\$ <u>0.0000</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>3.5669</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>22.2000</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.5031</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1880</u>
F.U.I.	\$ <u>0.0472</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.4912</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0982</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.3133</u>
UNIFORMS	\$ <u>0.2604</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.4000</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.3023</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>2.3002</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>28.1040</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ LGA

CALCULATION OF HOURLY WAGE

TITLE: LANE CASHIER

ITEM # 1	
DIRECT WAGE	\$ <u>10.6752</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.4450</u>
VACATION ALLOWANCE	\$ <u>0.6584</u>
SICK TIME ALLOWANCE	\$ <u>0.2517</u>
PENSION	\$ <u>0.4113</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.8784</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>15.3700</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.0824</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1354</u>
F.U.I.	\$ <u>0.0374</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.3537</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0707</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.1179</u>
UNIFORMS	\$ <u>0.1979</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>1.4625</u>
ROLL CALL	\$ <u>0.3775</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.1105</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>1.5764</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>20.8923</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ LGA

CALCULATION OF HOURLY WAGE

TITLE: VALET/TRAFFIC ATTENDANT

ITEM # 1	
DIRECT WAGE	\$ <u>9.0701</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.3446</u>
VACATION ALLOWANCE	\$ <u>0.6606</u>
SICK TIME ALLOWANCE	\$ <u>0.2213</u>
PENSION	\$ <u>0.4900</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>3.4034</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>14.2400</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>0.9008</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1127</u>
F.U.I.	\$ <u>0.0311</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.2944</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0589</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.1021</u>
UNIFORMS	\$ <u>0.5529</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.9700</u>
ROLL CALL	\$ <u>0.3233</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.0333</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>1.1608</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>18.7803</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ LGA

CALCULATION OF HOURLY WAGE

TITLE: LOT CHECKER

ITEM # 1	
DIRECT WAGE	\$ <u>11.9190</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.5034</u>
VACATION ALLOWANCE	\$ <u>0.8173</u>
SICK TIME ALLOWANCE	\$ <u>0.2439</u>
PENSION	\$ <u>0.4336</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.8328</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>16.8000</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.0922</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1321</u>
F.U.I.	\$ <u>0.0364</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.3450</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0690</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.0642</u>
UNIFORMS	\$ <u>0.1906</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.1700</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.0319</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>0.9840</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>19.9154</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ LGA

CALCULATION OF HOURLY WAGE

TITLE: OFFICE/REVENUE CLERICAL

ITEM # 1	
DIRECT WAGE	\$ <u>14.0662</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.5729</u>
VACATION ALLOWANCE	\$ <u>0.8095</u>
SICK TIME ALLOWANCE	\$ <u>0.3262</u>
PENSION	\$ <u>0.5453</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>3.7502</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>20.1205</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>0.9650</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1207</u>
F.U.I.	\$ <u>0.0333</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.3154</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0631</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.0000</u>
UNIFORMS	\$ <u>0.0000</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.0000</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.1103</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>1.0283</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>22.7565</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ LGACALCULATION OF HOURLY WAGETITLE: FIELD/OFFICE SUPERVISOR

ITEM # 1

DIRECT WAGE \$ 14.0793

ITEM # 2

SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)HOLIDAY ALLOWANCE \$ 0.4761VACATION ALLOWANCE \$ 0.7337SICK TIME ALLOWANCE \$ 0.1067PENSION \$ 0.0000WELFARE \$ 0.0000MEDICAL/DENTAL \$ 4.1977JURY DUTY/BEREAVEMENT \$ 0.0500OTHER SUPPLEMENTAL BENEFITS
SPECIFY COVER OVER/UNDER PAYMENT \$ 0.2865SUB TOTAL (ITEMS # 1&2) \$ 19.9300

ITEMS # 3

TAXES AND INSURANCE
(ITEMS REQUIRED BY LAW)F.I.C.A. \$ 1.2482N.Y.S.U.I./N.J.S.U.I. \$ 0.1561F.U.I. \$ 0.0431NYC Payroll Tax/NJ Payroll Tax \$ 0.0000WORKERS COMPENSATION \$ 0.4079GENERAL LIABILITY INSURANCE \$ 0.0000DISABILITY INSURANCE \$ 0.0816OTHER TAXES AND
INSURANCE SPECIFY _____ \$ 0.0000

ITEM # 4

ADDITIONAL COMPONENTS
(IF APPLICABLE)TRAINING \$ 0.1947UNIFORMS \$ 0.1939MATERIALS \$ 0.0000SUPPLIES \$ 0.0000RELIEF \$ 0.3400ROLL CALL \$ 0.0000OTHER COMPONENTS NOT SPECIFIED
ABOVE-SPECIFY OVERTIME \$ 0.0491GENERAL ADMINISTRATION COSTS,
OVERHEAD, AND PROFIT \$ 1.0946TOTAL (SUM OF ITEMS 1,2,3,and 4) \$ 23.7392

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ LGA

CALCULATION OF HOURLY WAGE

TITLE: **FIELD/OFFICE SUPERVISOR IN CHARGE**

ITEM # 1	
DIRECT WAGE	\$ <u>15.6221</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.5724</u>
VACATION ALLOWANCE	\$ <u>1.3896</u>
SICK TIME ALLOWANCE	\$ <u>0.4682</u>
PENSION	\$ <u>0.0000</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>4.0977</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>22.2000</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.4328</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.1792</u>
F.U.I.	\$ <u>0.0494</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.0000</u>
WORKERS COMPENSATION	\$ <u>0.4682</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0936</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.3018</u>
UNIFORMS	\$ <u>0.1749</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.0000</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.3253</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>3.0140</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>28.2394</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ EWR

CALCULATION OF HOURLY WAGE

TITLE: **LANE CASHIER**

ITEM # 1	
DIRECT WAGE	\$ <u>10.8331</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS	
(ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.4542</u>
VACATION ALLOWANCE	\$ <u>0.7442</u>
SICK TIME ALLOWANCE	\$ <u>0.2496</u>
PENSION	\$ <u>0.4608</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.5781</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS	
SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>15.3700</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u>	
(ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.1432</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.4192</u>
F.U.I.	\$ <u>0.0299</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.1494</u>
WORKERS COMPENSATION	\$ <u>0.6351</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0000</u>
OTHER TAXES AND	
INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS	
(IF APPLICABLE)	
TRAINING	\$ <u>0.1309</u>
UNIFORMS	\$ <u>0.2169</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>1.9460</u>
ROLL CALL	\$ <u>0.3853</u>
OTHER COMPONENTS NOT SPECIFIED	
ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.1507</u>
GENERAL ADMINISTRATION COSTS,	
OVERHEAD, AND PROFIT	\$ <u>1.7190</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>22.2958</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ EWR

CALCULATION OF HOURLY WAGE

TITLE: VALET/TRAFFIC ATTENDANT

ITEM # 1
DIRECT WAGE \$ 10.1299

ITEM # 2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)
HOLIDAY ALLOWANCE \$ 0.3904
VACATION ALLOWANCE \$ 0.5601
SICK TIME ALLOWANCE \$ 0.2038
PENSION \$ 0.4364
WELFARE \$ 0.0000
MEDICAL/DENTAL \$ 2.4695
JURY DUTY/BEREAVEMENT \$ 0.0500
OTHER SUPPLEMENTAL BENEFITS
SPECIFY COVER OVER/UNDER PAYMENT \$ 0.0000

SUB TOTAL (ITEMS # 1&2) \$ 14.2400

ITEMS # 3
TAXES AND INSURANCE
(ITEMS REQUIRED BY LAW)
F.I.C.A. \$ 1.0335
N.Y.S.U.I./N.J.S.U.I. \$ 0.3790
F.U.I. \$ 0.0270
NYC Payroll Tax/NJ Payroll Tax \$ 0.1351
WORKERS COMPENSATION \$ 0.5742
GENERAL LIABILITY INSURANCE \$ 0.0000
DISABILITY INSURANCE \$ 0.0000
OTHER TAXES AND
INSURANCE SPECIFY _____ \$ 0.0000

ITEM # 4
ADDITIONAL COMPONENTS
(IF APPLICABLE)
TRAINING \$ 0.1197
UNIFORMS \$ 0.2011
MATERIALS \$ 0.0000
SUPPLIES \$ 0.0000
RELIEF \$ 1.6126
ROLL CALL \$ 0.3542
OTHER COMPONENTS NOT SPECIFIED
ABOVE-SPECIFY OVERTIME \$ 0.0894

GENERAL ADMINISTRATION COSTS,
OVERHEAD, AND PROFIT \$ 1.0163
TOTAL (SUM OF ITEMS 1,2,3,and 4) \$ 19.7821

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ EWR

CALCULATION OF HOURLY WAGE

TITLE: LOT CHECKER

ITEM # 1	
DIRECT WAGE	\$ <u>12.4558</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.5103</u>
VACATION ALLOWANCE	\$ <u>0.8179</u>
SICK TIME ALLOWANCE	\$ <u>0.2748</u>
PENSION	\$ <u>0.4151</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.2761</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>16.8000</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.1730</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.4301</u>
F.U.I.	\$ <u>0.0307</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.1533</u>
WORKERS COMPENSATION	\$ <u>0.6516</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0000</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.0806</u>
UNIFORMS	\$ <u>0.2243</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.7300</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.4136</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>1.3761</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>22.0633</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ EWR

CALCULATION OF HOURLY WAGE

TITLE: OFFICE/REVENUE CLERICAL

ITEM # 1	
DIRECT WAGE	\$ <u>15.6442</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.6956</u>
VACATION ALLOWANCE	\$ <u>0.9073</u>
SICK TIME ALLOWANCE	\$ <u>0.3209</u>
PENSION	\$ <u>0.0000</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.8912</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>20.5091</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.0644</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.3903</u>
F.U.I.	\$ <u>0.0278</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.1391</u>
WORKERS COMPENSATION	\$ <u>0.5913</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0000</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.0000</u>
UNIFORMS	\$ <u>0.0000</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>0.0000</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.0047</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>0.9768</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>23.7035</u>

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ EWRCALCULATION OF HOURLY WAGETITLE: FIELD/OFFICE SUPERVISOR IN CHARGE

ITEM # 1
DIRECT WAGE \$ 16.9959

ITEM # 2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

HOLIDAY ALLOWANCE	\$ <u>0.6910</u>
VACATION ALLOWANCE	\$ <u>1.1785</u>
SICK TIME ALLOWANCE	\$ <u>0.3460</u>
PENSION	\$ <u>0.0000</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.9385</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS	
SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>

SUB TOTAL (ITEMS # 1&2) \$ 22.2000

ITEMS # 3
TAXES AND INSURANCE
(ITEMS REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.6995</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.6232</u>
F.U.I.	\$ <u>0.0444</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.2222</u>
WORKERS COMPENSATION	\$ <u>0.9442</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0000</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>

ITEM # 4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

TRAINING	\$ <u>0.2262</u>
UNIFORMS	\$ <u>0.0000</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>1.9700</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.7586</u>

GENERAL ADMINISTRATION COSTS,
OVERHEAD, AND PROFIT \$ 2.7422
TOTAL (SUM OF ITEMS 1,2,3,and 4) \$ 31.4305

EXHIBIT E

WAGE BREAKDOWN SHEET

PROPOSER'S NAME: FIVE STAR PARKING @ EWR

CALCULATION OF HOURLY WAGE

TITLE: FIELD/OFFICE SUPERVISOR IN CHARGE

ITEM # 1	
DIRECT WAGE	\$ <u>16.9959</u>
ITEM # 2	
SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)	
HOLIDAY ALLOWANCE	\$ <u>0.6910</u>
VACATION ALLOWANCE	\$ <u>1.1785</u>
SICK TIME ALLOWANCE	\$ <u>0.3460</u>
PENSION	\$ <u>0.0000</u>
WELFARE	\$ <u>0.0000</u>
MEDICAL/DENTAL	\$ <u>2.9385</u>
JURY DUTY/BEREAVEMENT	\$ <u>0.0500</u>
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>COVER OVER/UNDER PAYMENT</u>	\$ <u>0.0000</u>
SUB TOTAL (ITEMS # 1&2)	\$ <u>22.2000</u>
ITEMS # 3	
<u>TAXES AND INSURANCE</u> (ITEMS REQUIRED BY LAW)	
F.I.C.A.	\$ <u>1.6995</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.6232</u>
F.U.I.	\$ <u>0.0444</u>
NYC Payroll Tax/NJ Payroll Tax	\$ <u>0.2222</u>
WORKERS COMPENSATION	\$ <u>0.9442</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.0000</u>
DISABILITY INSURANCE	\$ <u>0.0000</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ <u>0.0000</u>
ITEM # 4	
ADDITIONAL COMPONENTS (IF APPLICABLE)	
TRAINING	\$ <u>0.2262</u>
UNIFORMS	\$ <u>0.0000</u>
MATERIALS	\$ <u>0.0000</u>
SUPPLIES	\$ <u>0.0000</u>
RELIEF	\$ <u>1.9700</u>
ROLL CALL	\$ <u>0.0000</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE-SPECIFY <u>OVERTIME</u>	\$ <u>0.7586</u>
GENERAL ADMINISTRATION COSTS, OVERHEAD, AND PROFIT	\$ <u>2.7422</u>
TOTAL (SUM OF ITEMS 1,2,3,and 4)	\$ <u>31.4305</u>

**John F. Kennedy International Airport
Public Parking Lot Services
Scheduled Post Hours By Job Classification**

Supervisors-In-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	24	24	24	24	24	24	24	168	8,736
Field	0	8	8	8	8	0	4	36	1,872
Sub-Total	24	32	32	32	32	24	28	204	10,600

Supervisors	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	48	48	48	48	48	48	48	336	17,472
Field	64	64	64	64	64	72	72	464	24,128
LPI	8	8	8	8	8	0	0	40	2,080
Green Plaza	16	16	16	16	16	16	16	112	5,824
Blue Plaza	16	16	16	16	16	16	16	112	5,824
Red Plaza	16	16	16	16	16	16	16	112	5,824
Yellow Plaza	8	8	8	8	8	8	8	56	2,912
Orange Plaza	16	16	16	16	16	16	16	112	5,824
Lot 9 Plaza	8	8	8	8	8	8	8	56	2,912
Sub-Total	200	1400	72,800						

Office/Clerical	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Administrative Clerk	48	48	48	48	48	0	0	240	12,480
Revenue Clerk	72	72	72	72	72	8	8	376	19,552
Sub-Total	120	120	120	120	120	8	8	616	32,032

Lot Checkers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Field	44	44	44	44	44	44	44	308	16,000
Sub-Total	44	308	16,000						

Lane Cashiers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Green Plaza	100	100	100	100	100	100	108	708	36,816
Blue Plaza	116	116	116	116	116	124	124	828	43,056
Red Plaza	88	88	88	88	88	88	88	616	32,032
Yellow Plaza	48	48	48	48	48	48	48	336	17,472
Orange Lot	56	56	56	56	56	56	56	392	20,384
Lot 9 Plaza	56	56	56	56	56	56	56	392	20,384
Sub-Total	464	464	464	464	464	472	480	3,272	170,200

Traffic Attendants	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Green Plaza	56	56	56	56	56	56	56	392	20,384
Blue Plaza	48	48	48	48	48	48	48	336	17,472
Red Plaza	40	40	40	40	40	40	40	280	14,560
Yellow Plaza	24	24	24	24	24	24	24	168	8,736
Orange Plaza	16	16	16	16	16	16	16	112	5,824
Customer Service Driver	32	32	32	32	32	32	32	224	11,648
Sub-Total	216	1,512	78,624						

Grand Total	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
	1,068	1,076	1,076	1,076	1,076	984	976	7,312	380,266

**LaGuardia Airport
Public Parking Lot Services
Scheduled Post Hours By Job Classification**

Supervisors-in-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	24	32	32	32	24	12	16	172	8,900
Sub-Total	24	32	32	32	24	12	16	172	8,900

Supervisors	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Office	48	48	48	48	48	48	48	336	17,472
Field	72	72	64	64	64	64	72	472	24,544
LPI	8	8	8	8	8	8	8	56	2,912
Sub-Total	128	128	120	120	120	120	128	864	45,000

Office/Clerical	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Administrative Clerk	40	40	40	40	40	0	0	200	10,400
Revenue Clerk	32	32	24	24	24	16	16	168	8,736
Sub-Total	72	72	64	64	64	16	16	368	19,000

Lot Checkers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Field	28	24	24	24	24	24	24	172	9,000
Sub-Total	28	24	24	24	24	24	24	172	9,000

Lane Cashiers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Lot 1	24	24	24	24	24	24	24	168	8,736
Lot 2	88	88	88	88	88	88	88	616	32,032
Lot 3	24	24	24	24	24	24	24	168	8,736
Lot 4	64	64	64	64	64	64	64	448	23,296
Lot 5	32	32	32	40	40	40	40	256	13,312
Lot 6	24	24	24	24	24	24	24	168	8,736
Lot 7	19	19	19	19	24	0	0	100	5,200
Sub-Total	275	275	275	283	288	264	264	1,924	100,000

Traffic Attendants	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Lot 2	16	16	16	16	16	16	16	112	5,824
Lot 3	16	16	16	16	16	16	16	112	5,824
Lot 4	24	24	24	24	24	24	24	168	8,736
Lot 10E	48	48	48	48	48	48	48	336	17,472
Customer Service Driver	88	88	88	88	88	88	88	616	32,032
Sub-Total	192	1,344	70,000						

Grand Total	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
	719	723	707	715	712	628	640	4,844	251,900

Newark Liberty International Airport
Public Parking Lot Services
Scheduled Post Hours By Job Classification

Supervisors-in-Charge	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Offices	24	24	24	24	24	24	24	188	6,736
Field	24	16	16	16	16	16	24	136	7,072
Lot F	8	8	8	8	8	8	0	40	2,080
Customer Service	8	8	8	8	8	8	0	40	2,080
Sub-Total	64	56	56	56	64	40	48	384	20,000
Supervisors	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
CTP Desk/Vault Room	24	24	24	24	24	24	24	188	6,736
CTP Plaza	24	24	24	24	24	24	24	188	6,736
PRCS (Workstation)	24	24	24	24	24	24	24	188	6,736
LPI (6am-2pm)	8	8	8	8	8	8	8	56	2,912
FIELD	16	24	24	24	16	24	16	144	7,488
Skim (6p-10p)	4	4	4	4	4	4	4	28	1,456
Plaza 1/2/3	12	10	12	12	12	12	20	88	4,472
P1/P3 Field/Plaza	24	24	24	24	24	24	24	188	6,736
Lot - F	24	24	24	24	24	24	24	188	6,736
P8	24	24	24	24	24	24	24	188	6,736
Valet	24	24	24	24	24	24	24	188	6,736
P4 Plaza/Garage	16	16	16	16	16	16	16	112	5,824
Asst Ops Mgr	8	8	8	8	8	8	8	56	2,912
Audiff (305)	8	8	8	8	8	8	8	40	2,080
IT/PRCS	8	8	8	8	8	8	8	40	2,080
Sub-Total	248	264	266	268	248	236	240	1738	80,360
Office/Clerical	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Administrative Clerk	84	84	84	84	84	84	84	320	16,960
Revenue Clerk	148	148	148	148	148	148	148	740	36,480
Sub-Total	212	212	212	212	212	212	212	1060	55,000
Lot Checkers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
Field	72	72	72	72	72	72	72	488	25,360
Sub-Total	72	72	72	72	72	72	72	488	25,360
Lane Cashiers	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
CTP	136	130	146	148	148	130	148	982	51,084
MP - 2	30	24	24	24	24	24	24	174	9,048
MP - 3	57	57	57	57	57	57	57	399	20,748
P1 - P3	59	48	48	56	56	48	56	371	19,292
P4	59	56	56	56	56	56	56	395	20,540
P6	58	48	48	56	56	48	56	378	19,552
Lot F	48	48	48	48	48	48	48	336	17,472
Valet	42	40	40	40	40	40	24	253	13,156
Sub-Total	489	461	467	483	483	443	470	3,268	170,875
Traffic Attendants	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annually
C Garage	24	24	24	24	24	24	24	168	8,736
CTP	16	16	16	16	16	16	16	112	5,824
P4	24	24	24	24	24	24	24	188	6,736
Plaza 1	2	0	0	0	0	0	0	8	416
Plaza 2	8	8	8	8	8	8	8	56	2,912
Plaza 3	16	16	16	16	16	16	16	112	5,824
P6	40	40	40	40	40	40	40	322	16,744
Valet	152	152	152	152	152	98	104	960	49,920
Sub-Total	283	280	280	280	272	220	220	1,834	9,360
Grand Total	1,367	1,326	1,343	1,389	1,361	1,003	1,042	6,790	468,928

**Section F – F.5 – Wage and Supplemental
Benefits Plan**

Section F., 5. Wage and Supplemental Benefits Plan

Our most senior employees earn a base wage that is not normally found in the industry. Benefits in terms of paid time-off for these senior employees, totals in excess of 300 hours annually, nearly seven and a half weeks of paid time-off. Healthcare is company paid. Pension plans are available. Five Star offers a comprehensive benefits program that allows an employee access to diverse benefits packages.

Our least senior employees enjoy a starting wage rate that is well above the Federal minimum wage. Benefits begin to accrue soon after employment begins.

Labor Harmony has never been an issue for Five Star Parking, nor do we anticipate any potential for dissention among employees and the union.

It is our intention to continue to off-set any overages in one category between airports. It is a benefit for the Port Authority to continue with this policy for the long term.